



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

### Regular Meeting March 8, 2019

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#### TELECONFERENCE LOCATIONS:

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

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

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

and number of persons wishing to address the Board.)

**2. RECOGNITIONS**

**A. National Nutrition Month Proclamation**

Departments: Public Health

(Amber Hise) - Proposed resolution to proclaim March 2019 National Nutrition Month.

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

**Fiscal Impact:** This item has no fiscal impact to the General Fund.

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

**5. CONSENT AGENDA**

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

**A. Board Minutes**

Departments: Clerk of the Board

Approval of the Board Minutes for the regular meeting on February 6, 2019.

**Recommended Action:** Approve the Board Minutes for the regular meeting on February 6, 2019.

**Fiscal Impact:** None.

**B. Board Minutes**

Approval of the Board Minutes for the regular meeting on February 12, 2019.

**Recommended Action:** Approve the Board Minutes for the regular meeting on February 12, 2019.

**Fiscal Impact:** None.

**C. Board Minutes**

Departments: Clerk of the Board

Approval of the Board Minutes for the regular meeting on February 19, 2019.

**Recommended Action:** Approve the Board Minutes for the regular meeting on February 19, 2019.

**Fiscal Impact:** None.

**D. Board Minutes**

Departments: Clerk of the Board

Approval of the Board Minutes for the special joint meeting on February 19, 2019.

**Recommended Action:** Approve the Board Minutes for the special joint meeting on February 19, 2019.

**Fiscal Impact:** None.

**E. Proposed Resolution Replacing the Juvenile Probation Assistant with a Deputy Probation Officer I/II/III**

Departments: Probation

Adopt Resolution Superseding and Replacing Resolution 18-72 and Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Remove One (1) Juvenile Probation Assistant Position and Add One (1) Deputy Probation Officer I/II/III Position in the Department of Probation.

**Recommended Action:** Consider and Potentially Adopt Resolution R19-\_\_\_\_, Superseding and Replacing Resolution 18-72 and Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Remove One (1) Juvenile Probation Assistant Position and Add One (1) Deputy Probation Officer I/II/III Position in the Department of Probation.

**Fiscal Impact:** The Juvenile Probation Assistance position is budgeted at \$85,331 annually (\$61,583 for salaries and \$23,748 for benefits). The anticipated cost of a Deputy Probation Officer I/II/III is between \$81,368 and \$94,074 annually (\$43,550 to \$53,061 for salaries and \$37,818 to \$41,013 for benefits). The position is currently budgeted and there is no fiscal impact to the General Fund.

**F. California Statewide Automated Welfare System Joint Powers Authority and Memorandum of Understanding**

Departments: Social Services

The Statewide Automated Welfare Systems (SAWS) are the county-managed case management systems that support the State of California's public assistance programs by providing eligibility determination and benefit calculation for program recipients. Currently, there are three separate SAWS, each managed by two separate consortiums of the state's counties. For the state to continue to receive federal financial participation for the SAWS and to comply with State and Federal architectures, the Centers for Medicare and Medicaid Services (CMS) and Food &

Nutrition Service (FNS) are requiring California to implement a SAWS single statewide automated welfare system (“CalSAWS”) by 2023. In moving toward that goal, counties have joined together to form the CalSAWS Consortium. The CalSAWS JPA Agreement and MOU Document, presented with this agenda item, must be approved by all 58 County Boards of Supervisors.

**Recommended Action:** Approve the CalSAWS Consortium JPA Agreement and MOU Document, and authorize the Board Chair to sign on behalf of Mono County.

**Fiscal Impact:** No additional funds are required of Mono County to participate in the formation of the CalSAWS JPA.

**G. 2017-2020 Multi-Year Drug MediCal Amendment for Substance Use Disorder Services**

Departments: Behavioral Health

(Robin Roberts) - Proposed amendment to contract with Department of Health Care Services for Substance Use Disorder services.

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

**Fiscal Impact:** There is no impact to the Mono County General Fund. This contract amendment is for Fiscal Years 2017-2020; the maximum amount is \$534,000

**H. Workforce Development Budget Amendment**

Departments: CAO

Workforce Development Budget Amendment to correct omission from midyear budget by increasing expenditures equal to revenue that was approved.

Recommended Action: Approve budget amendment to increase expenditures in Workforce Development budget to increase

**Recommended Action:** Approve budget amendment to increase expenditures in Workforce Development budget to increase Contract Services by \$100,000 and increase Special Department expense by \$100,000. (4/5ths vote required)

**Fiscal Impact:** None, revenue was approved during midyear budget amendment. This appropriates the corresponding expenditures.

**6. CORRESPONDENCE RECEIVED**

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

**A. Federal Energy Regulatory Commission (FERC) Letter to Southern California Edison (SCE) - Environmental Inspection Follow-Up Items**

A letter from FERC to SCE in response to SCE's September 25, 2018 letter regarding the status of various follow-up items from FERC's August 20-22, 2018 environmental inspection of the Lee Vining, Rush Creek, Lundy, and Bishop Creek Projects.

**B. Inyo-Mono 4-H Road Runner Newsletter**

The Inyo-Mono 4-H Road Runner Newsletter.

**C. State of California Wildlife Conservation Board Letter Advising of Acquisition Consideration in Mono County**

The California Department of Fish and Wildlife, through the Wildlife Conservation Board is considering the acquisition of wildlife habitat (Assessor's Parcel Nos. 064-100-027-000 and 064-090-020, 064-090-030, and 064-230-012). The proposal is scheduled to be presented at the March 7, 2019 Wildlife Conservation Board meeting. Attachments: Examples of purchases by the Wildlife Conservation Board; Mono County General Plan Policies regarding land purchases and preservation.

**7. REGULAR AGENDA - MORNING**

**A. County Support Letter for the Governor's In-Home Supportive Services Maintenance of Effort Proposal**

Departments: Social Services

10 minutes (5 minute presentation; 5 minute discussion)

(Kathryn Peterson) - The Governor's In-Home Supportive Services (IHSS) Maintenance of Effort (MOE) proposal is scheduled to be heard by the Budget Subcommittees on Health and Human Services. The Senate is set to examine this proposal on March 14 and the Assembly will follow on March 20. Attached is a draft letter of support for the Governor's IHSS MOE proposal, as requested by the California State Association of Counties (CSAC). This letter focuses on and indicates strong support for the core provisions of the Governor's proposal that revise the MOE by lowering the MOE base, reducing the inflation factor, and ending the redirection of health and mental health growth. These revisions will result in an increased State General Fund commitment to IHSS statewide of \$241.7 million in 2019-20, growing to \$547.3 million in 2022-23.

**Recommended Action:** Approve and authorize the Chair to sign a letter of support for the Governor's IHSS MOE proposal on behalf of Mono County.

**Fiscal Impact:** None.

**B. Resolution Ratifying and Continuing Declaration of Emergency**

Departments: Sheriff

10 minutes (5 minute presentation, 5 minute discussion)

(Sheriff Braun or Leslie Chapman) - Adopt proposed resolution ratifying and continuing the declaration of emergency made by the Mono County Director of Emergency Services on March 1, 2019, related to recent storms affecting Mono County which have resulted in excessive snow accumulation on roadways, roofs and other locations which threaten structures, vehicles and pedestrians and create conditions of peril and demands which are beyond the control, services, personnel, equipment and facilities of the County or other local governments to address.

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

**Fiscal Impact:** Potential State and/or Federal reimbursements for storm damage.

**C. Revision of MCC Chapter 7.08; Food Handling Establishments**

Departments: Health

30 minutes

(Louis Molina) - Presentation by Louis Molina regarding the proposed revision/repeal and replacement of Chapter 7.08 of the MCC, and discussion regarding proposed changes to the updated ordinance.

**Recommended Action:** Board concurrence and direction on items discussed in the workshop, so that these issues can be adequately addressed in the draft ordinance that will be brought back to the Board at a later date for approval.

**Fiscal Impact:** No fiscal impact; informational only.

**D. Summary Road Vacation – Excess Right-of-Way on a Portion of Bramlette Ranch Road**

Departments: Public Works - Engineering Division

20 minutes (10 minute presentation; 10 minute discussion)

(Garrett Higerd) - Adoption of resolution summarily vacating approximately 4,500 feet (the eastern and northeasterly portions) of Bramlette Ranch Road that was never constructed, maintained, or included in Mono County's official road "Maintained Mileage" as excess right-of-way and not necessary for current or prospective public use in conjunction with Coyote Springs owners request for lot line adjustment.

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

**Fiscal Impact:** None.

**E. 2019-2027 Housing Element Draft**

Departments: Community Development

45 minutes

(Bentley Regehr) - Presentation by Bentley Regehr regarding the 2019-2027 Mono

County Housing Element draft.

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

**Fiscal Impact:** None.

**F. FY 2019-2020 Budget Update**

Departments: Finance, CAO

10 minutes

(Janet Dutcher) - CAO and Finance will update the Board about the FY 2019-2020 budget development and process.

**Recommended Action:** Receive information and provide direction to staff, if desired.

**Fiscal Impact:** None.

**G. Power Outage Communications**

Departments: Board of Supervisors

10 minutes

(Chair Peters) - A discussion of communication from the local utility companies regarding their power outages.

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

**Fiscal Impact:** None.

**8. 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.)

**9. CLOSED SESSION**

**A. Closed Session - Human Resources**

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

**B. Closed Session - Initiation of Litigation**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1.

**C. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Michael Hallum v. County of Mono (CV170088).

**D. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Amerisourcebergen Drug Corp. Cardinal Health, McKesson Corporation, Purdue Pharma L.P., Purdue Pharma, Inc, The Purdue Frederick Co., Inc. et al., U.S. Dist. Court for Eastern California, Case No. 2:18-cv-00149-MCE-KJN.

**E. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono, et al. v. City of Los Angeles, et al. (Alameda Superior Court Case No. RG18923377).

**10. BOARD MEMBER REPORTS**

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

**ADJOURN**





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2019

**Departments: Public Health**

**TIME REQUIRED**

**PERSONS APPEARING BEFORE THE BOARD** Amber Hise

**SUBJECT** National Nutrition Month Proclamation

**AGENDA DESCRIPTION:**

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

Proposed resolution to proclaim March 2019 National Nutrition Month.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

This item has no fiscal impact to the General Fund.

**CONTACT NAME:** Amber Hise

**PHONE/EMAIL:** (760)924-4613 / ahise@mono.ca.gov

**SEND COPIES TO:**

Amber Hise

Sandra Pearce

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">National Nutrition Month Proclamation</a>

**History**

Time	Who	Approval
2/27/2019 9:12 AM	County Administrative Office	Yes

2/26/2019 2:28 PM

County Counsel

Yes

2/28/2019 10:47 AM

Finance

Yes



MONO COUNTY HEALTH DEPARTMENT  
Public Health

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P.O. Box 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284  
P.O. Box 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

Date: March 8, 2019  
To: Honorable Board of Supervisors  
From: Amber Hise RD, Mono County Nutrition and Physical Activity Taskforce  
Subject: National Nutrition Month Proclamation

**Recommendation:** To proclaim the month of March 2019 National Nutrition Month in Mono County and encourage all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow.

**Discussion:** National Nutrition Month is a nutrition education and information campaign created annually in March by the Academy of Nutrition and Dietetics. The campaign focuses attention on the importance of making informed food choices and developing sound eating and physical activity habits.

**Fiscal Impact/Budget Projections:** There will be no fiscal impact to the general fund.



## **MONO COUNTY BOARD OF SUPERVISORS NATIONAL NUTRITION MONTH PROCLAMATION**

**WHEREAS**, food is the substance by which life is sustained; and

**WHEREAS**, the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and

**WHEREAS**, there is a need for continuing nutrition education and a wide-scale effort to enhance healthy eating practices;

**NOW, THEREFORE**, the Mono County Board of Supervisors

**DO HEREBY PROCLAIM** the month of March 2019 National Nutrition Month in Mono County and encourage all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow.

**APPROVED AND ADOPTED** this 8<sup>th</sup> day of March 2019, by the Mono County Board of Supervisors.

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**Jennifer Halferty, Supervisor District #1**

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**Fred Stump, Supervisor District #2**

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**Bob Gardner, Supervisor District #3**

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**John Peters, Supervisor District #4**

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**Stacy Corless, Supervisor District #5**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Approval of the Board Minutes for the regular meeting on February 6, 2019.

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### RECOMMENDED ACTION:

Approve the Board Minutes for the regular meeting on February 6, 2019.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Scheereen Dedman

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

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[2-6-19 DRAFT Minutes](#)

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### History

Time	Who	Approval
2/27/2019 9:00 AM	County Administrative Office	Yes
2/26/2019 5:22 PM	County Counsel	Yes
2/28/2019 10:51 AM	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  
February 5, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-22 – M19-31</b>
<b>Resolutions</b>	<b>R19-02 – R19-03</b>
<b>Ordinance</b>	<b>ORD19-01 Not Used</b>

9:00 AM Meeting called to order by Chair Peters.

Due to weather conditions, the meeting is adjourned to 12:00 PM, February 5, 2019.

*Reconvened: Tuesday, February 5, 2019, 12:00 PM*

Chair Peters adjourned meeting to Wednesday, February 6, 2019 12:00 PM.

*Adjourned: Tuesday, February 5, 2019 12:00 PM*

*Reconvened: Wednesday, February 6, 2019 12:03 PM*

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.*

*Supervisors Absent: None.*

All votes were performed by roll call.

**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 Chair Peters.

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

No one spoke.

**2. RECOGNITIONS**

**A. Civility Proclamation**

Departments: Board of Supervisors

**Note:**

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

(Supervisor Gardner) - A proclamation of the Mono County Board of Supervisors naming February 2019 and every succeeding month Revive Civility months.

**Action:** Approve proclamation of the Mono County Board of Supervisors naming February 2019 and every succeeding month Revive Civility months.

**Peters moved; Stump seconded**

**Vote: 5 yes; 0 no**

**M19-22**

**Supervisor Gardner:**

- He and Supervisor Stump have had an ongoing desire to address a concern that the Board has had regarding the lack of civility and the constant conflict that has been seen at the federal level.
- Believes that the proclamation acknowledges the conflict and difficulties out there, but points out the need to rise above that.
- Read the proclamation into record.

**Supervisor Stump:**

- Thanked Supervisor Gardner. Thinks it is an excellent proclamation and hopes that others listen to it.

**Supervisor Halferty:**

- Supports the proclamation. Wants to make note that it's Black History Month, Rosa Parks Birthday, the anniversary of the Civil Rights Act and the Women's right to vote. Too often the oppressed and the marginalized are forced into acts of uncivility. Civil unrest is necessary to produce change.

### **3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**Leslie Chapman, CAO:**

- No report.

### **4. DEPARTMENT/COMMISSION REPORTS**

**Kathy Peterson, Social Services:**

- Cal Fresh – funding is available through March, even if there is another shut down. Still unsure of April and May benefits.

**Chris Mokracek, Emergency Medical Services Chief:**

- No access issues through this latest storm. No real incidents during the storm.

### **5. CONSENT AGENDA**

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

#### **A. Board Minutes**

Departments: Clerk of the Board

**Note:**

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

Approval of the Board minutes from the regular meeting on January 8, 2019.

**Action:** Approve the Board minutes from the regular meeting on January 8, 2019, as amended.

**Stump moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-23**

**Supervisor Stump:**

- Correction to item 5G - Kevin Carunchio was deeply involved in the creation of the Joint Powers Owens Valley Groundwater Authority (OVGA). That Authority was created to comply with requirements of the Sustainable Groundwater Management Act. I am Chair of the OVGA Board. I do not know if there is a conflict of interest in my voting on this item but out of an abundance of caution I am abstaining.

**B. Board Minutes**

Departments: Clerk of the Board

Approval of the Board minutes from the regular meeting on January 15, 2019.

**Action:** Approve the Board minutes from the regular meeting on January 15, 2019.

**Gardner moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-24**

**C. Mono County Emergency Medical Care Committee By-Law Change and Member Appointments**

Departments: EMS

Approve update to Emergency Medical Care Committee (EMCC) By-Laws, Article V Membership, to conform with current agency representation and appoint representatives from Mono County EMS and Public Health.

**Action:** Appoint Dr. Thomas Boo, Public Health Officer and Chris Mokracek, EMS Chief to the Mono County Emergency Medical Care Committee.

**Gardner moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-25**

**D. Agreement with Mono County Superior Court for the Provision of Court Security Services**

Departments: Sheriff

Agreement between the County of Mono and the Mono County Superior Court for the continued provision of court security/court screener services by the Mono County Sheriff's Department.

**Note:**

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



**Action:** Approve County entry into proposed agreement and authorize Chair to execute said agreement on behalf of the County.

**Gardner moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-26**

#### **E. Voting System Replacement Grant Approval**

Departments: Elections

A Voting System Replacement Grant, administered by the Secretary of State, with state funds is being offered to reimburse counties for voting system replacement activities. These reimbursements are subject to a dollar for dollar match by the county.

**Action:** 1. Approve and authorize the Mono County Board Clerk-Recorder to sign Agreement #18G30126 (Voting System Replacement) for receipt up to \$116,000 to be used to offset funds previously spent last year on new elections equipment. 2. Approve an increase in Appropriations of \$112,204.44 to pre-pay the principal on the treasury note. This amount will be offset by the revenue received in the grant.

**Gardner moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-27**

#### **F. State Off-Highway Vehicle Grant for FY 2019-2020**

Departments: Sheriff/Coroner

The California State Parks Off-Highway Vehicle Division has requested a governing body resolution for participation in the Off-Highway Vehicle Grant. The resolution should specifically identify the following personnel as grant administrators to administer and sign documents related to the Off-Highway Vehicle Grant: Mono County Sheriff-Coroner – Sheriff Ingrid Braun, Mono County Sheriff's Off-Highway Vehicle Coordinator – Sergeant Jeff Beard, and Mono County Sheriff's Office Finance Officer – Arleen Mills.

**Action:** Approve resolution R19-02, State Off-Highway Vehicle Grant FY 2019-2020

**Stump moved; Corless seconded**

**Vote: 5 yes; 0 no**

**R19-02**

**Supervisor Stump:**

- He supports this grant, but something has alarmed him in the past couple of weeks. Some California Highway Patrol people have gone to Sacramento and contacted him about an attempted suicide incident by the Whitmore Tubs. Sheriff's department advised CHP that they don't respond to that type of incident. CHP agreed to respond but requested mutual aid over snow transportation that was also denied. He has some question about the Sheriff's Department provision of service. In conclusion there was no suicide.

**Note:**

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

**Supervisor Corless:**

- Sheriff Braun is planning to provide an update.

**G. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 12/31/2018.

**Action:** Approve the Treasury Transaction Report for the month ending 12/31/2018.

**Gardner moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-28**

**H. Quarterly Investment Report**

Departments: Finance

Investment Report for the Quarter ending 12/31/2018.

**Action:** Approve the Investment Report for the Quarter ending 12/31/2018.

**Gardner moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-29**

**6. CORRESPONDENCE RECEIVED**

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

**A. Los Angeles Department of Water and Power Temporary Urgency Change Petition Affection Rush, Lee Vining, Parker, and Walker Creeks**

The Los Angeles Department of Water and Power requests that the State Water Resources Control Board (SWRCB) approve the Temporary Urgency Change Petition (TUCP) to temporarily deviate from the Stream Restoration Flow requirements as outlined in SWRCB Order 98-05.

**Supervisor Stump:**

- Letter of response received from the Mono Lake Committee – it will be added as correspondence to the next agenda (February 12, 2019).

**7. REGULAR AGENDA - MORNING**

**A. MOU with White Mountain Fire District for Emergency Medical Services Transport and Basic Life Support Services**

Departments: EMS, White Mountain Fire Protection District

**Note:**

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

(Chris Mokracek) - Proposed Memorandum of Understanding (MOU) with White Mountain Fire Protection District pertaining to the delivery of Emergency Medical Services.

**Action:** Approve County entry into proposed MOU and authorize the Chair of the Board of Supervisors to execute said MOU on behalf of the County.

**Stump moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-30**

**Chris Mokracek:**

- Introduced item.
- This MOU represents a partnership between Mono County and White Mountain Fire Protection District in the delivery of ELS treatment and transport in Benton and Hammil Valley.
- EMS and Finance are working closely to ensure timely distribution of funds.
- EMS will continue to provide billing services and will receive 5 % of the collected amount.

**Supervisor Stump:**

- Congratulated White Mountain and its volunteer personnel.
- Chief Doonan had to leave the area; sent an email to Supervisor Stump (available in additional documents).

**B. Civic Center Update**

Departments: Public Works

(Tony Dublino, Director of Public Works) - Update on the current status of the Mono County Civic Center project to be located on Sierra Park Road in Mammoth Lakes.

**Action:** Informational only. Provide direction to staff, if needed.

**Tony Dublino, Public Works Director:**

- Plans are being printed and submitted this week. Phase 1. Will be submitting to County Community Development department for processing the building permit.
- Getting out the first invoice of the project.
- County – Town permits issues will be addressed at the Feb. 19 Joint Town County Meeting.

**C. Support for a Statewide Commission on Recycling Markets**

Departments: Public Works

(Justin Nalder) - Several California counties are urging Governor Newsom to establish a statewide Commission to address significant challenges to the State's recycling markets. The Commission would be comprised of state, local, and industry representatives with the task of making recommendations for solutions to the State's declining markets for recyclable materials, while continuing to emphasize the need to divert materials from our landfills. The Commission would examine potential solutions including, the development of international and domestic markets, updated compliance standards in this new

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economic environment, ways to increase source reduction, and any other means that will alleviate this growing public health and environmental crisis.

**Action:** Adopt proposed resolution R19-03, In support of a statewide commission on recycling markets.

**Halferty moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**R19-03**

**Justin Nalder, Solid Waste Superintendent:**

- Introduced item.

**Supervisor Peters:**

- Thanked Justin for working with the recycling center in Walker to try to identify grant opportunities and call out rural recycling challenges.

**D. FY 2019-2020 Budget Calendar**

Departments: CAO, Finance

(Leslie Chapman, Janet Dutcher) - Report and discussion regarding the budget calendar for adoption of the County's FY 2019-2020 final budget.

**Action:** Receive budget calendar outlining sequence of events culminating in the adoption of the County's FY 2019-2020 final budget; discuss and reach consensus about critical dates.

**Janet Dutcher, Finance Director:**

- Introduced item. Went through presentation.

**Leslie Chapman:**

- Strategic Priorities is scheduled for early April.
- It is their intent to deliver a balanced budget and to have an operating budget done by June. She hopes that any adjustments made will be during mid-year.

The Board agreed to proposed dates.

*Break: 1:08 PM*

*Reconvene: 1:16 PM*

Moved to item 11A

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

No one spoke.

**9. CLOSED SESSION at 2:06 PM**

**A. Closed Session - Human Resources**

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

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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 - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.  
Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mineral County, et al. v. Lyon County (NV), Centennial Livestock, et al.

**C. Closed Session - Performance Evaluation, County Counsel**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

*Reconvene: 2:32 PM*

Nothing to report out of closed session.

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

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

No one spoke.

**11. REGULAR AGENDA - AFTERNOON**

**A. Mid-Year Budget Review**

Departments: CAO, Finance

(Leslie Chapman, Janet Dutcher) - Receive analysis of the County's General Fund fiscal performance for the FY 2018-19 through December. Present mid-year budget review and discuss budget updates.

**Action:** Approve the mid-year budget adjustments. Approve allocations as presented.

**Gardner moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M19-31**

**Janet Dutcher:**

- Introduced item
- Went through presentation (available in additional documents). Correction to the first slide – FY 2019 – 2020. Not 2022.
- Transfers defined: Two different types: One is contributions to other agencies i.e. \$150,000 to the Fire District Association, community grant program, and some other grants the Board approved at phase 2 budget in October. Second, the bigger portion,

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transfers to other funds, i.e. the road fund subsidy, SB1 funding, reserves, housing, and other smaller amounts called subsidies.

Move to Closed Session  
No items 9b and 9c.

## **12. BOARD MEMBER REPORTS**

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

**None.**

**ADJOURNED at 2:32 PM in memory of Jim Tatum.**

**ATTEST**

---

**JOHN PETERS  
CHAIR OF THE BOARD**

---

**SCHEEREEN DEDMAN  
SR. DEPUTY CLERK**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 8, 2019

**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)

Approval of the Board Minutes for the regular meeting on February 12, 2019.

**RECOMMENDED ACTION:**

Approve the Board Minutes for the regular meeting on February 12, 2019.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">2-12-19 Draft Minutes</a>

**History**

Time	Who	Approval
2/27/2019 9:00 AM	County Administrative Office	Yes
2/26/2019 5:02 PM	County Counsel	Yes
2/28/2019 10:51 AM	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  
February 12, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-32 – M19-36</b>
<b>Resolutions</b>	<b>R19-04 – R19 -06</b>
<b>Ordinance</b>	<b>ORD19-01 Not Used</b>

9:06 AM Meeting called to order by Chair Peters.

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.*

*Supervisors Absent: None.*

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 Stump.

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

*No one spoke.*

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**Leslie Chapman, CAO:**

- Gave update on the storm; Mammoth has been making great effort removing snow.
- Thanked Becky Buccowich and others in June Lake – a shelter was opened for a bus of college students.

**Note:**

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- Public Works crews – they are all doing a great job.
- Strategic Plan categories – spreadsheet created; on Share Point for Dept. Heads to access and update.
- Kevin Carunchio has been gathering data and meeting with people regarding services offered in our county.
- List of 200 parcels, owned by our county; trying to determine how many might be used for an affordable housing project.
- Sexual Harassment training held in last couple of weeks; always something new; thanked parties involved.
- Dr. Beth Cohen – organizational psychologist. Will be working with managers, etc. on departmental needs assessments.
- Labor negotiations have kicked off with MCPE. Wrapping up EMS negotiations. Preparing to meet with management group.
- Received a good briefing regarding Owens Valley Groundwater group; hoping to resolve some issues in an upcoming meeting.
- 

#### **4. DEPARTMENT/COMMISSION REPORTS**

##### **Sheriff Braun:**

- Followed up on June Lake bus incident; Sgt. Beard went above and beyond during this event.
- Working with Robin Roberts on plan for multi-jurisdictional response team for mental health issues in the county.

##### **Tony Dublino:**

- Quick update on snow removal activities:
  - Preparing for next round of storms; have been trying to do as much outreach as possible; Sheriff's Dept. issued Red Alerts to assist. They've been eating into overtime budget due to the timeframe that the storms are hitting. Discussed the fleet that Public Works is currently using.
  - Been moving equipment from less snowy districts to more snowy districts.
  - Wanted to make sure Board understands where Public Works is with everything.

##### **Amber Hise (WIC Program Director):**

- Here in her capacity working with Worksite Wellness Committee – planning a spring event:
  - Chili cookoff/game day; theme: taking a break (spring break).
  - Asked Board to judge the cookoff.
  - March 14<sup>th</sup> – rough date. More information to come out soon.

##### **Wendy Sugimura:**

- RPACS update: hard to get a quorum at some of them. Explained that due to weather, circumstances might constitute cancellations at scheduled RPAC meetings.

#### **5. CONSENT AGENDA**

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

##### **A. Board Minutes**

Departments: Clerk of the Board

##### **Note:**

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

Approval of the Board Minutes for the regular meeting on January 22, 2019.

**Action:** Approve the Board Minutes for the regular meeting on January 22, 2019.

**Gardner moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-32**

## **B. Public Health Department Staff Allocation**

Departments: Public Health

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono list of allocated positions for the Department of Public Health.

**Action:** Approve the proposed resolution R19-04, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions for the Department of Public Health to remove one WIC Nutrition Assistant Health Program Coordinator (WNA HPC), remove one FTS IV, and add two FTS IV WIC Nutrition Assistant (FTS IV WNA) positions.

**Gardner moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**R19-04**

## **C. Inmate Welfare Fund Annual Report, Fiscal Year 2017-2018**

Departments: Sheriff/Coroner

California Penal Code Section 4025 (e) states: The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. An itemized report of these expenditures shall be submitted annually to the Board of Supervisors.

**Action:** Receive the Inmate Welfare Fund Annual Report for Fiscal Year 2017-2018.

**Gardner moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**M19-33**

## **6. CORRESPONDENCE RECEIVED**

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

### **A. California Board of Forestry and Fire Protection Notice of Preparation**

**Note:**

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This Notice of Preparation of an Environmental Impact Report (EIR) is from the California Board of Forestry and Fire Protection for the California Vegetation Treatment Program Draft Environmental Impact Report. The public comment period is January 30, 2019 to March 1, 2019.

**Supervisor Stump:**

- Will be considering our legislative package later; this relates directly to this.

**B. Mono Lake Committee (MLC) Response to the Los Angeles Department of Water and Power Temporary Urgency Change Petition**

A letter from MLC in response to the January 22 Temporary Urgency Change Petition from the Los Angeles Department of Water and Power.

**Geoff McQuilkin:**

- Offered some background and context.
- Hoping for implementation on licenses.

**General comments by Supervisors Stump and Halferty.**

*The Board acknowledged receipt of correspondence with various comments.*

**7. REGULAR AGENDA - MORNING**

**A. PUBLIC HEARING: General Plan Amendment 19-01**

Departments: Wendy Sugimura

(Wendy Sugimura, Bentley Regehr) - General Plan Amendment 19-01 A & B: A) Multi-Family Land Use Designation: modifications to reduce minimum lot sizes for certain types of developments (e.g., condominium uses) and add language permitting historically allowed transient rental uses with no new construction, and B) Short-term rental regulations: eliminate Type II (non-owner occupied rentals) and modify area plan policies to reflect community-specific permitting which would result in Type III (non-owner occupied rentals, with valid use and activity permits - except in Antelope Valley) being allowed in certain areas of the County. Non-owner occupied rentals would not be allowed in Mono City, parts of June Lake, Crowley Lake, Tom's Place/Sunny Slopes, Paradise, Swall Meadows, and the Tri-Valley.

**Action:** Find that the General Plan Amendment, including all text changes to the Land Use Element of the Mono County General Plan pertaining to A) Multi-Family Residential Land Use Designation and B) Short-Term Rentals, is consistent with the General Plan and all applicable area plans; and b. That the proposed area plan text amendments are consistent with the countywide General Plan. 3. Adopt the Addendum for GPA 19-01 A & B. 4. Introduce, read title, and waive further reading of proposed ordinance ORD19-01, adopting GPA 19-01 A & B, with the following modifications: Under A) Multi-Family Land Use Designation: Transient rentals (fewer than 30 consecutive days) are prohibited

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in MFR-L and MFR-M, except in the following complexes: Aspen Meadows, Hideaway Down Canyon, Interlaken, Birch Creek, Edgewater, Sierra Suns, or in complexes where transient use is not specifically addressed in the use permit and/or parcel map of an existing development and can be demonstrated as a non-conforming use prior to the adoption date of this General Plan Amendment. Under B) Short-Term Rentals: Remove Antelope Valley from the exemption in Chapter 25, and require owner-occupied and not-owner occupied short-term rentals in Antelope Valley to be subject to the permitting process (use permit and short-term rental activity permit). Remove the exemption language from the Antelope Valley Area Plan policies.

**Halferty moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-34**

**Wendy Sugimura (Community Development):**

- Two General Plan Amendment items before Board today.
- Concerned that there wasn't outreach in June Lake about MFR issue.
- P. 75 of board package – changed wording to “prohibited, except in the following complexes...” and then they can do individual outreach to June Lake residents and see if there are any comments/issues.
- Introduced Bentley Regehr of her Department to present Multi-Family Residential Land Use Designation portion of General Plan Amendment (item A).

**Bentley Regehr (Community Development):**

- Multi-Family Land Use Designation.
- Gave introduction/explanation of part A of the GPA.
- Planning Commission – Multi-Family; been assumed it's ok for June Lake to do Short-Term Rentals.
- Moving forward, they wanted to keep that assumption.

**Board Comments:**

**Supervisor Halferty:**

- Still a commercial designation? Supportive of owner-occupied short-term rentals but doesn't generally support the STR idea; they still need affordable, long-term housing.
- She does not support the Planning Commission's recommendation. MFR should not be STR.

**Supervisor Gardner:**

- Supportive of Planning Commission's approach. Interested in why Planning Commission disagreed with Community Development's approach.

**Supervisor Stump:**

- Does snow storage itself have to be a GPA?
- Wants condos in June Lake to be on a list of prohibited short-term rentals.

**Supervisor Corless:**

- Issue of clarity – do we want to leave this type of thing up for interpretation?
- Feels lack of clarity is hard for staff, may not be best; up for discussion but otherwise supports recommendation.

**Supervisor Peters:**

- Sees benefit of clarity.

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**Stacey Simon:**

- Reminded Board that public comment needs to be heard.

**Public Comment:**

**Timothy Thompson (Antelope Valley resident):**

- Asked if June Lake was fully occupied right now? Was curious about lodging needs.

*Break: 10:30 A.M.*

*Reconvene: 10:36 A.M.*

**Wendy Sugimura (Community Development):**

- Gave introduction/explanation of second part of GPA item (Short-term rental regulations, part B).
- Transient (rentals in multi-family unit) vs. STR (refers to a rental of a single-family unit).
- Today's item is not about revisiting the whole June Lake scenario.
- Mentioned that Antelope Valley is requesting minimized regulations.
- How it works now: Citizens do self-inspections and sign under penalty of perjury. This is part of business license process.
- To sum up: before the Board today for both A and B are: Planning Commission's recommendation and their resolution, a public hearing notice; an addendum to 2015 GP EIR; the redline versions of proposed modifications; and proposed ordinance, with changes she's noted to part A.
- Regarding transient rental overlays: our county historically began with set regulations everywhere and then we started doing additional regulations by area.

**Board Comments:**

**Supervisor Halferty:**

- Asked for clarification between old type II/type III.

**Supervisor Stump:**

- How do we get community to notify prospective buyers?

**Supervisor Peters:**

- Antelope Valley residents felt that business owners would comply with requirements.
- They are adamant about their identity in Mono County; they stick to their ability to recognize their unique differences. Gave history on why Antelope Valley had exception to adhering to certain regulations/permits.

**Supervisor Corless:**

- Has issues with making an exception for Antelope Valley; it complicates things.
- Chapter 25 doesn't apply to one whole area of the county? Are we ok standing behind that?

**Supervisor Gardner:**

- In all June Lake discussions, there was never any mention about payment of fees.
- Feels like we are establishing a precedent here: why is Antelope Valley getting a pass on this? May need to readdress this.

**Stacey Simon:**

- Mono County is not responsible for the acts of private citizens; does not have liability. Any claim brought against the county would get dismissed.
- Additionally, since **revision of the language for the MFR land use designation** wasn't an

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option **discussed at or considered by** per Planning Commission, it would need to go back there first.

**Public Comment:**

**Patricia Thompson (AV resident):**

- Are there health and safety requirements for long-term rentals? What's there to keep people from slum lording?

*Recess: 12:00 P.M.*

*Reconvened: 12:08 P.M.*

**Public Hearing Opened: 9:49 A.M.**

**Public Hearing Closed: 12:13 P.M.**

**B. Elimination of Septic Tank Destruction Permit Fee**

Departments: Health Department

(Louis Molina) - Elimination of permit fee for the destruction or removal of septic tanks. A permit would still be required for the destruction of a septic tank, and an inspection conducted, but the permit fee would no longer be charged.

**Action:** Adopt proposed resolution R19-05, Eliminate Septic Tank Destruction Permit Fee.

**Corless moved; Halferty seconded**

**Vote: 5 yes; 0 no**

**R19-05**

**Louis Molina, Environmental Health Manager:**

- Asking for the elimination of tank destruction fees.
- Doing away with this requirement would encourage people to get rid of their outdated septic tanks.

**Supervisor Corless:**

- This came up in her district and needed to be addressed; thanked Louis and Stacey Simon.

**C. Resolution Approving Caltrans Agreements for Federal-Aid Projects (including Airport Rd Rehab Project)**

Departments: Public Works

(Garrett Higerd) - Resolution approving and directing the Mono County Public Works Director to execute and process agreements with the California Department of Transportation necessary for the County receiving federal-aid funding for transportation projects, including the Airport Road Rehab Project.

**Action:** Adopt attached resolution R19-06, Authorizing the Execution of Agreements with the California Department of Transportation for Federal and State Aid Funding for the Airport Road Rehabilitation Project.

**Halferty moved; Stump seconded**

**Vote: 5 yes; 0 no**

**Note:**

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**R19-06**

**Garrett Higerd, Engineer:**

- Administrative item; looking to get traffic moving more smoothly.
- Two agreements with Caltrans – one is a master that needs revising, the other sets the framework for our ability to receive the state funds from Caltrans.
- Current phase is environmental phase.

**D. Schedule for the Inyo National Forest Plan Revision Objection Resolution Process**

Departments: Community Development

(Wendy Sugimura) - The Inyo National Forest transmitted the schedule for the Forest Plan revision objection resolution process on Feb. 1, 2019. The topics the County objected to are scheduled for Wed., Feb. 20.

**Action:** None.

**Wendy Sugimura:**

- New schedule.
- We need to move forward expecting we'll be able to conduct business.
- Community Development are not experts on this subject matter; they would not have been able to put the objection letter together without Jora Fogg and Lynn Boulton's help.
- She'll work with board members that will be attending the public meeting on the objections.
- Supervisor Peters: received correspondence, objection meeting will be on 2/20. Board member needs to attend. Supervisor Gardner intends to go; Supervisor Halferty would also like to go.

**Public Comments:**

**Lynn Boulton:**

- Representing Range of Light Group; this will be a three-day meeting; not expecting the county to be there the whole time.

**Jora Fogg:**

- Putting a pitch in for staff to attend.
- Maybe have Michael Draper attend?
- Will be an active conversation with everyone who objected.

**Leslie Chapman:**

- Unrelated to this issue, she thanked Jora Fogg for showing up to the June Lake Shelter where she assisted Becky.

**E. Mono County Law Library Board of Trustees**

Departments: County Counsel

(Stacey Simon) - Presentation regarding Mono County Law Library and appointments to the Law Library Board of Trustees.

**Action:** Re-appoint Tim Kendall and Stacey Simon, and appoint Sophie Bidet, to the Mono County Law Library Board of Trustees for a one-year term expiring in January 2020.

**Gardner moved; Corless seconded**

**Vote: 5 yes; 0 no**

**Note:**

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**M19-35**

**Stacey Simon, County Counsel:**

- Is happy to forego any update; just needs action item taken care of.

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

*No one spoke.*

**9. CLOSED SESSION at 12:40 p.m.**

*The Board gave direction on Closed Item 9b below.*

**A. Closed Session - Human Resources**

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

**B. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mineral County, et al. v. Lyon County (NV), Centennial Livestock, et al.  
**Action:** The Board directed its legal counsel to participate in the Nevada Supreme Court proceeding of Mineral County et al. v. Lyon County et al., NV Supreme Court Case No. 75917, involving the determination of the questions certified to the Court by the United States Court of Appeals for the Ninth Circuit related to, among other things, whether the Nevada Public Trust Doctrine applies to appropriative water rights adjudicated by judicial decree and, if so, to what extent.

Vote or abstention of each member:

Ayes: Supervisors Corless, Gardner, Halferty, Peters and Stump.

Nos: None.

Abstain: None.

Absent: None.

**Vote: 5 yes; 0 No**

**M19-36**

**C. Closed Session - Performance Evaluation, County Counsel**

**Note:**

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PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

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

*Reconvened: 2:11 P.M.*

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

No one spoke.

**11. REGULAR AGENDA - AFTERNOON**

**A. Legislative Platform Update**

Departments: CAO

(Leslie Chapman) - Mono County Legislative Platform annual update.

**Action:** None.

**Leslie Chapman:**

- Introduced item, explained timeline for getting finalized and bound.
- She handed out copy with track changes;
- Walked through the changes, page by page (as submitted in board packet) as indicated by board members.
- Changes will be reflected on new version to be adopted at next board meeting.

**12. BOARD MEMBER REPORTS**

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

**Supervisor Corless:**

- 1/23: Harassment Training.
- 1/25: California Association of Local Behavioral Health Boards/Commissions Call, discussing behavioral health issues, opportunities for training and education.
- 1/28: Sierra Nevada Conservancy Board Orientation/Auburn Office.
- 1/30: Dinner for Federal employees at Mammoth Brewing—thank you Chamber of Commerce.
- 1/31/-2/1: Mammoth Lakes Housing Strategic Planning—two day facilitated session, will finalize plan in March. Thanks to ED Patricia Robertson for organizing.
- 2/8: Eastern Sierra Council of Governments; Recreation Partnership meetings.
- 2/11: Behavioral Health Advisory Board—recruiting new members, staff updates, report on Sheriff/MCBH response team well received.
- Update from YARTS post-shutdown: the agency was paid by the Park Service for providing bus service during the shutdown.

**Supervisor Gardner:**

- Yesterday, he prepared another email to the NACO Tourism/Resorts/Gateway Working Group. The email again noted the NACO Legislative Conference in early March and encouraged attendance and participation at the Public Lands Policy Committee meetings. The Working Group now has 21 participants from all over the US.

**Note:**

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- On Friday Feb 1, met with Eric Huber of Cal Trout to talk about their interest in the Eastern Sierra. They are involved in a major project at June Mountain to cut down many of the dead white bark trees.
- Also, on Friday met with Matt Paruolo, who was recently hired to support Mono County and Town of Mammoth Lakes recreation projects. Matt will be coming to a future Board meeting to meet us and talk about his work. It is exciting to finally be at this point with this initiative.
- On Wednesday Feb. 6, attended the June Lake Citizens Advisory Committee meeting. We had a good presentation and discussion about the Housing element in the Mono County General Plan.
- On Thursday Feb. 7, attended an event at the T-Bar Social Club in June Lake about avalanche awareness.
- On Friday Feb. 8, attended a meeting of the ESCOG in Mammoth. We heard updates on the recreation grant application for the Sierra Nevada Conservancy, the status of the creation of a Joint Powers Authority, and the status of Mammoth and Bishop airports.

**Supervisor Halferty:**

- Completed AB 1825 Sexual Harassment Prevention Training.
- On the morning of January 24, she along with many local elected officials, attended the grand opening of the new Grocery Outlet in Mammoth Lakes.
- Later that evening, worked with Amanda Greenberg from Behavioral Health on the HUD Point In Time Count.
- Also attended the Mammoth Unified School District Board meeting that night in support of the Behavioral Health Departments request of the School Board to consider a proposal for affordable and supportive housing on their land.
- On January 25<sup>th</sup>, met with Friends of the Inyo Executive Director, Wendy Schneider and Jora to learn more about the work they are undertaking.
- Later that evening, attended Green Drinks @ the Fort which highlighted the work of Friends of Inyo and Mono County with regard to preservation of water and sensitive ecosystems under threat by LADWP in Long Valley.
- On January 31, participated in "When Bad Things Happen: Managing the Media in Crisis and Emergencies" put on by CSAC.
- On Friday February 1, participated in the CCRH Disaster Relief/Prevention Sub-Committee call. The group debriefed from their meeting HCD Director and high-level staff meeting they had the day before. The Committee has put together a handful of next steps as a result, including a meeting with the Governor's disaster czar, Rhys Williams, and perhaps even the Governor to push for new funding for disaster housing relief and emergency authorities at HCD to waive rules and expedite funding through existing programs.
- Yesterday, Monday February 11<sup>th</sup>, attended the Local Transportation Commission and the Behavioral Health Advisory Board meeting.

**Supervisor Peters:**

- 7<sup>th</sup> WRID
- Hospice
- AV RPAC
- 11<sup>th</sup> LTC
- Grocery Outlet Grand Opening
- Sexual Harassment Training

**Upcoming:**

- CSA #5 tonight
- BP RPAC tonight
- CSAC/CBHDA Joint OIG(Officer Inspector General) Audit Allocation Working Group

**Note:**

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- IHSS Working Group Co-Chair
- CSAC BOD Meeting

**Supervisor Stump:**

- 1-22 : Attended the CSA 1 meeting. Reported on the Board action on TV service. Also reported on the Board discussion around events at the Crowley Community Center. Another problem has developed at the Crowley Community Center. That problem is that vehicles are being left in the parking area when no events are occurring making it difficult for snow removal to occur so the center can be used.
- 1-23 : Attended Harassment Training (AB 1825) in Mammoth.
- 1-23 : Attended the Tri Valley Water Commission meeting. That Commission has started accepting letters of interest to fill the vacant voting seat resulting from the changes to the Commission created by the State Legislature last year.
- 1-28 : Participated in the Health Care needs survey.
- 1-29 : Attended the orientation to the new County phone system.
- 1-29 : Attended the "Keep Long Valley Green Coalition" conference call update at the County Counsel's Office. Thanks to Jason Canger for Chairing the meeting.
- Thanks to Leslie Chapman, Wendy Sugimura and Jason Canger for all their work on Owens Valley Groundwater Authority Issues. This JPA is demanding time from both Staff and him.
- Thanks to Tony Iniguez and Eric Eilts for their work on the water system that serves the Crowley Sheriff Substation, Crowley Library, and Long Valley fire Department. Working on water lines at 7000 feet in January is not fun especially when old plumbing is involved. They pulled it off.
- Thanks also to IT for being flexible in setting up a remote meeting location for the Board.
- Road Crews doing an amazing job in South County.
- 2-11 : Attended the LTC meeting. Was elected Chair. Received updates on Draft Electric Vehicle Charging Stations Policy, Town Airport Development, and a history of Mono LTC MOU participation. ESTA gave update on how the weather has been impacting their operations. They are doing a remarkable job.
- 2-11 : Attended the Wheeler Crest Fire Safe Council meeting. The Swall Meadows/Paradise joint Community Wildfire Protection Plan is finished and signed off by all required agencies. Plan was grant funded with several visits to the area by the consultants. Community Development has a copy.
- A huge thanks to the Road folks. Coming to work in Crowley when it was 19 below last week and getting the equipment to start was not fun.
- Thank you to Tony Dublino for responding to an email from him on Saturday. There have been PW Department Heads in the past who would not do that.
- With good snow cover folks are now parking on County Roads or in resident's driveways in Swall Meadows to go skiing. The roads are in a "No on street parking" designated area. Parking on the roads causes problems for snow removal operations. Parking in resident's driveways without permission is trespassing. Please do not do it.

**ADJOURNED at 3:20 p.m.**

**ATTEST**

---

**JOHN PETERS  
CHAIR OF THE BOARD**

**Note:**

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

---

**SHANNON KENDALL**  
**CLERK OF THE BOARD**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 8, 2019

**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)

Approval of the Board Minutes for the regular meeting on February 19, 2019.

**RECOMMENDED ACTION:**

Approve the Board Minutes for the regular meeting on February 19, 2019.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download
<a href="#">2-19-19 Regular Draft Minutes</a>

**History**

Time	Who	Approval
2/27/2019 9:01 AM	County Administrative Office	Yes
2/26/2019 2:42 PM	County Counsel	Yes
2/28/2019 10:51 AM	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 Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting  
February 19, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-37 – M19-42</b>
<b>Resolutions</b>	<b>R19-07 Not Used</b>
<b>Ordinance</b>	<b>ORD19-01</b>

9:06 AM Meeting called to order by Vice Chair Corless.  
*Supervisors Present: Corless, Gardner, Halferty, and Stump.*  
*Supervisors Absent: Peters.*

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 Stump.

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

**Gary Nelson:**

- Thanked County road crew for keeping his community connected to civilization.
- Feels that Mono City is a low priority on the road crew's list.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**Leslie Chapman, CAO:**

**Note:**

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

- Storm updates.
- Continuing to meet with contractors for the civic center, as well as staff. Keeping a close eye on the budget.
- Had a meeting in Bishop about the Owens Valley Groundwater Authority (OVGA). Discussed division of work, what kind of staffing would be appropriate, what to present to the OVGA Board, and finance issues.
- Shelter opening details – Rebecca Buccowich opened a shelter in June Lake that had over 30 guests in the shelter.

#### 4. DEPARTMENT/COMMISSION REPORTS

##### **Alicia Vennos, Economic Development Director:**

- Have allocated all of the community grant funding. Liz Grans helped come up with a fair and equitable point system. Thanked Liz for all of the work that it took to review the grants. Thanked the Board for all of its support.
- Reminder - the Mountain Venture Summit is coming to Mammoth Lakes this month. It's a 3-day conference non-conference for thought leaders and developing mountain planners. Everyone is welcome.
- Vacancy on Fish and Wildlife Commission. Dan Anthony is resigning from the commission. Hoping to fill that vacancy with someone from North County.
- Jimmy Little has resigned from the Tourism and Film Commission after 15 years.

##### **Sandra Pearce, Public Health Director:**

- Update on Community Needs Health Assessment. Have been running
- Community health surveys - 238 in English and 21 Spanish have been returned. Will continue running surveys through the end of the month.

#### 5. CONSENT AGENDA

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

##### **A. 2019 Legislative Platform**

Departments: CAO

2019 Legislative Platform final approval.

**Action:** Approve final draft of the Mono County 2019 Legislative Platform, which will guide the County's participation in and response to legislative proposals at the state and federal levels for 2019, as amended.

**Stump moved; seconded Halferty**

**Vote: 4 yes; 0 no; 1 absent**

##### **M19-37**

##### **Supervisor Corless:**

- Correction: Pg. 19, Section g: The title needs to read: "Mill City Cabin Tract funding/regulatory relief," - what we are asking for is either funding or regulatory relief, not regulatory relief for funding.

##### **Leslie Chapman:**

- Also, there are format issues that possibly happened during the conversion to PDF.

##### **Note:**

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

## **B. General Plan Amendment (GPA) 19-01 Ordinance**

Departments: Community Development

Proposed ordinance adopting General Plan Amendment (GPA) 19-01 consisting of two parts - A) Multi-Family Residential (MFR) Land Use Designation and B) Short-Term Rentals, in compliance with the California Environmental Quality Act (CEQA) and consistent with the Mono County General Plan.

**Action:** Adopt proposed ordinance ORD19-01, Adopting General Plan Amendment (GPA) 19-01 consisting of two parts - A) Multi-Family Residential (MFR) Land Use Designation and B) Short-Term Rentals, in compliance with the California Environmental Quality Act (CEQA) and consistent with the Mono County General Plan.

**Stump moved; Gardner seconded**

**Vote: 4 yes; 0 no; 1 absent**

### **ORD19-01**

**Supervisor Stump:**

- Made sure that what is moving forward with today does not include multifamily low designations (land use designation).

**Wendy Sugimura:**

- Not included in this amendment, will be brought back in another one.

## **6. CORRESPONDENCE RECEIVED**

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

### **A. Notice of Availability for the Final Mammoth Base Land Exchange Environmental Impact Statement and Final Record of Decision**

A letter from the Inyo National Forest advising that the Mammoth Base Land Exchange Record of Decision was executed on January 31, 2019, and that the Environmental Impact Statement and Record of Decision are available.

## **7. REGULAR AGENDA - MORNING**

### **A. Appointment of Planning Commissioners**

Departments: Community Development

(Wendy Sugimura) - Appoint two Planning Commissioners to new four-year terms expiring March 1, 2023.

**Action:**

1. Reappoint Chris Lizza, with term expiring March 1, 2023, to the Mono County

**Note:**

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



Planning Commission as recommended by Supervisor Corless;  
**Halferty moved; Gardner seconded**  
**Vote: 4 yes; 0 no; 1 absent**  
**M19-38**

2. Appoint Patricia Robertson, with term expiring March 1, 2023, to the Mono County Planning Commission as recommended by Supervisor Halferty.  
**Halferty moved; Gardner seconded**  
**Vote: 4 yes; 1 no; 1 absent**  
**M19-39**

3. Direct staff to prepare a Resolution of Appreciation for outgoing commissioner Mary Pipersky.

**Wendy Sugimura, Community Development Director:**

- Introduced item.

**Supervisor Corless:**

- Taking items separately.
- Recognized Chris Lizza for his service.

**Supervisor Halferty:**

- Wrote up some information about Patricia based on feedback she heard at the January meeting. There isn't a requirement in the code that there be any certain experience or address.
- Wrote a personal letter to Mary thanking her for her service.

**Supervisor Stump:**

- Has concerns that don't involve the individual personally. Mammoth Lakes Housing has agreements with Mono County, which he voted for. Because she is the Executive Director of an entity that Mono County has agreements with, he thinks the line is too close for her to sit on a decision-making policy-advising Board.
- Voted no.

**Anne Larsen, Deputy County Counsel:**

- There is no legal issue.

**Supervisor Gardner:**

- Patricia could choose to recuse herself.

## **B. County Medical Services Program (CMSP) Health Systems Development Grant**

Departments: Public Health

County Medical Services Program (CMSP) Health Systems Development Grant.

**Action:** Approve Mono County Health Department's application for the County Medical Services Program (CMSP) Health Systems Development Grant and authorize the Public Health Director to be the signing authority for the grant application and grant contract, if awarded.

**Note:**

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

**Stump moved; Gardner seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-40**

**Sandra Pearce, Public Health Director:**

- Introduced item.

**Supervisor Gardner:**

- Would like the justifications updated for some recent tragic events.

### **C. Contract with Interwest Consulting Group for Building Plan Check and Inspection Services for the Civic Center**

Departments: Community Development

(Wendy Sugimura) - Contract for building plan check and inspection services for the Mono County Civic Center project with Interwest Consulting Group.

**Action:** Approve County entry into proposed contract from Feb. 4, 2019, until a notice of project completion is issued for a not-to-exceed amount of \$90,000 per year that this contract remains in effect or in any twelve-month period for plan check and inspection services for the Mono County Civic Center. Authorize Leslie Chapman, CAO, to execute said contract on behalf of the County.

**Halferty moved; Gardner seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-41**

**Wendy Sugimura, Community Development Director:**

- Introduced item.
- Numbers are on the high side so she doesn't have to bring amendments back to the Board.

### **D. Motor Pool Fund Update**

Departments: Public Works

(Tony Dublino) - Update on the Motor Pool Fund and intent to execute remaining Board-authorized vehicle purchases.

**Action:** None. Informational only.

**Tony Dublino, Public Works Director:**

- Introduced item.
- Social Services may need a larger vehicle (than the Subaru).

*Break: 10:07 AM*

*Reconvene: 10:19 AM*

### **E. 2019-2021 Information Technology Strategic Plan**

Departments: Information Technology

(Nate Greenberg, IT Director) - The 2019-2021 IT Strategic Plan is largely

**Note:**

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

focused on increasing customer success and making operational improvements based on the investments the County has made in technology over the years. The plan highlights Core Services (the focus areas we work in every day to ensure successful operations) and Initiatives (the areas we will be focusing energy on over the next several years in order to improve the use of technology) which are divided between the IT and GIS sides of the department. This new strategic plan takes into account the Mono County Strategic Priorities which were established in February 2018 as well as elements of individual department strategic plans that have been established and adopted at Mono County and the Town of Mammoth Lakes.

**Action:** Adopt the 2019-2021 Information Technology Strategic Plan.

**Gardner moved; Halferty seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-42**

**Nate Greenberg, IT Director:**

- Introduced item. Went through presentation.

**Supervisor Gardner:**

- Thinks it's a model for other counties how to structure a strategic plan.

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

No one spoke.

## **9. CLOSED SESSION - None**

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

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

There was no CLOSED SESSION.

## **10. BOARD MEMBER REPORTS**

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

**Supervisor Corless:**

- Wind, snow, surviving.

**Note:**

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

- NACo Public Lands Call: omnibus bill passed Senate.
- Listened in on State Assembly budget subcommittee focusing on natural resources/ climate change/ fire prevention, testimony included Sierra Nevada Conservancy Exec. Officer Angela Avery, and USFS/UC Davis Ecologist Malcolm North (D5 residents).
- Upcoming travel: RCRC executive committee, NACo Legislative Conference, Sierra Nevada Conservancy Board Meeting.

**Supervisor Gardner:**

- Last Wednesday I participated with Supervisor Corless in the NACO Public Lands Conference Call. Jonathan Shuffield from NACO gave us an update on the status of federal public lands related legislation in Congress. Supervisor Corless may have other items covered during the call.
- Tonight, our Behavioral Health Dept. is hosting a community wellness dinner in June Lake at the Community Center. This is an opportunity for residents to gather together to discuss concerns about the overall health and wellbeing of the community.
- I will be attending the USFS objectors meeting in Bishop tomorrow and will be at a First 5 strategic planning retreat on Thursday.

**Supervisor Halferty:**

- Feb.14th attended the Treasury Oversight Committee Meeting.

**Supervisor Peters:**

- Absent

**Supervisor Stump:**

- More complaints about back country skiers parking on roads and in driveways in Swall Meadows. I am aware that these ski adventures are listed in books but that does not give anyone the disrespectful right to violate a County ordinance or the rights of homeowners. If you are doing this stop. Thanks to the Sheriff's Office for having Deputies patrol when they can to try and move people along.
- I have received similar comments from other areas of the County, including the Sierra Valley portion of the Town. In years like these folks need to be extra respectful of their neighbors including where they put the snow from their residents and parking in other's driveways without permission. This includes putting your snow in public roads which is against the Vehicle Code. When spring gets here and the snow retreats do folks really want to have made enemies out of their neighbors?

**ADJOURNED at 10:45 AM**

**ATTEST**

---

**STACY CORLESS  
VICE CHAIR OF THE BOARD**

---

**SCHEEREN DEDMAN  
SR. DEPUTY CLERK OF THE BOARD**





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2019

**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)

Approval of the Board Minutes for the special joint meeting on February 19, 2019.

---

### RECOMMENDED ACTION:

Approve the Board Minutes for the special joint meeting on February 19, 2019.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / [sdedman@mono.ca.gov](mailto:sdedman@mono.ca.gov)

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

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[2-19-19 Special Draft Minutes](#)

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### History

Time	Who	Approval
2/27/2019 9:02 AM	County Administrative Office	Yes
2/26/2019 5:23 PM	County Counsel	Yes
2/28/2019 10:52 AM	Finance	Yes



**DRAFT MEETING MINUTES  
BOARD OF SUPERVISORS AND TOWN OF MAMMOTH LAKES CITY COUNCIL  
COUNTY OF MONO  
STATE OF CALIFORNIA**

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA  
93546

**Special Joint Meeting  
February 19, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-43 Not Used</b>
<b>Resolutions</b>	<b>R19-07 Not Used</b>
<b>Ordinance</b>	<b>ORD19-02 Not Used</b>

12:34 PM Meeting called to order by Mono County Vice Chair Corless.

*Supervisors Present: Corless, Gardner, Halferty, and Stump.*

*Supervisors Absent: Peters.*

*Councilmembers Present: Hoff, Salcido, Sauser, Stapp, Wentworth.*

*Councilmembers Absent: None.*

**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 Town of Mammoth Lakes Mayor Hoff.

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

No one spoke.

**2. AGENDA ITEMS**

**A. Recreation - Introduction and Update**

Departments: Mono County and TOML Public Works

(Tony Dublino, Joel Rathje) - Introducing Matt Paruolo, the new Eastern Sierra Sustainable Recreation Coordinator; an update about the Recreation program.

**Joel Rathje, TOML Recreation Coordinator:**

- Introduced Matthew Paruolo.

**Matthew Paruolo:**

**Note:**

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

- Discussed the Eastern Sierra Sustainable Recreation Program.

## **B. Eastern Sierra Regional Interoperable Communications System (ESRICS) Joint Powers Authority**

Departments: Information Technology

(Nate Greenberg, Director of IT; Rob Patterson, Administrative Services / Finance Director) -

This item will provide a high-level overview of the current operational challenges that exist and highlight the justifications around establishing a Joint Powers Authority.

### **Nate Greenberg, IT Director:**

- Introduced item; went through presentation.
- Item was interrupted to introduce Dana Jorgensen.

### **Dana Jorgensen:**

- Will be available to speak with anyone at 1:30 at the Fort.
- Representative for Assembly member Frank Bigelow and State Senator Andreas Borgeas.
- Discussed a bill about giving Peace officer status to the jailers.
- They want to be visible and accessible to people here. Contact him at Sutter Creek.

## **C. Housing Program / Projects Update**

Departments: Various Departments

(Wendy Sugimura) - Update on the current status of Mono County and Town of Mammoth Lakes housing programs and efforts.

### **Wendy Sugimura, Mono County Community Development:**

- Introduced item
- County grants and financial programs. RLF.

### **Sandra Moberly, TOML Community & Economic Development Director:**

- Highlights of the Town programs.

## **D. Disaster Response**

Departments: Town of Mammoth Lakes

(Dan Holler, Town Manager; Chris Mokracek, Mono County EMS Chief) - A presentation of resources available to assist with disaster response.

### **Dan Holler, TOML Manager:**

- Introduced item. Discussed the AHIMT.

## **E. Civic Center Update**

Departments: Mono County Public Works

### **Note:**

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



(Tony Dublino, Director of Public Works) - Update on the current status of the Civic Center project in Mammoth Lakes.

**Tony Dublino, Mono County Public Works Director:**

- Introduced item. Handed out staff report (available in additional documents).

*Councilmember Wentworth left the meeting at 3:20 PM.*

*Supervisor Halferty left the meeting at 3:26 PM.*

**ADJOURNED at 3:28 PM**

**ATTEST**

---

**STACY CORLESS  
VICE CHAIR OF THE BOARD**

---

**SCHEEREN DEDMAN  
SR. DEPUTY CLERK OF THE BOARD**



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2019

**Departments: Probation**

**TIME REQUIRED**

**SUBJECT** Proposed Resolution Replacing the  
Juvenile Probation Assistant with a  
Deputy Probation Officer I/II/III

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### **AGENDA DESCRIPTION:**

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

Adopt Resolution Superseding and Replacing Resolution 18-72 and Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Remove One (1) Juvenile Probation Assistant Position and Add One (1) Deputy Probation Officer I/II/III Position in the Department of Probation.

---

### **RECOMMENDED ACTION:**

Consider and Potentially Adopt Resolution R19-\_\_\_, Superseding and Replacing Resolution 18-72 and Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Remove One (1) Juvenile Probation Assistant Position and Add One (1) Deputy Probation Officer I/II/III Position in the Department of Probation.

---

### **FISCAL IMPACT:**

The Juvenile Probation Assistance position is budgeted at \$85,331 annually (\$61,583 for salaries and \$23,748 for benefits). The anticipated cost of a Deputy Probation Officer I/II/III is between \$81,368 and \$94,074 annually (\$43,550 to \$53,061 for salaries and \$37,818 to \$41,013 for benefits). The position is currently budgeted and there is no fiscal impact to the General Fund.

---

**CONTACT NAME:** Jeff Mills

**PHONE/EMAIL:** x5573 / jmills@mono.ca.gov

---

**SEND COPIES TO:**

---

**MINUTE ORDER REQUESTED:**

YES  NO

---

### **ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/28/2019 3:03 PM	County Administrative Office	Yes
2/28/2019 11:15 AM	County Counsel	Yes
2/28/2019 10:47 AM	Finance	Yes



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

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

To: Honorable Board of Supervisors

From: Karin Humiston, Chief of Probation

Date: February 27, 2019

### **Recommendation**

Consider and potentially adopt Resolution No. 19-\_\_\_\_\_, a resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the List of Allocated Positions to remove the Probation Assistant and add Deputy Probation Officer I/II/III in the department of Probation.

### **Fiscal Impact**

The Drug Court Federal Grant will continue to fund 50% of the Drug Court Coordinator which in this recommendation will be the Deputy Probation Officer I/II/III (Salary range \$43,550 to \$53,061 and benefits \$37,818 to \$41,013). The remaining 50% will be funded through SB678 funds. No fiscal impact to the General Fund. The following chart details the Department of Probation Allocation List before and after the current recommendation.

Position Title	FY 2018-19 Approved Allocations		FY 2018-19 Proposed Allocation Changes	
	FTE	Budgeted Salary	FTE	Budgeted Salary
Chief Probation Officer	1.00	\$ 114,934.00	1.00	\$ 114,934.00
Deputy Probation Officer IV	1.00	\$ 61,498.00	1.00	\$ 61,498.00
Deputy Probation Officer IV	1.00	\$ 61,498.00	1.00	\$ 61,498.00
Deputy Probation Officer I/II/III	1.00	\$ 57,107.00	1.00	\$ 57,107.00
Deputy Probation Officer I/II/III	1.00	\$ 57,107.00	1.00	\$ 57,107.00
Deputy Probation Officer I/II/III	1.00	\$ 55,714.00	1.00	\$ 55,714.00
Deputy Probation Officer I/II/III	1.00	\$ 53,061.00	1.00	\$ 53,061.00
Deputy Probation Officer I/II/III	1.00	\$ 50,414.00	1.00	\$ 50,414.00
Deputy Probation Officer I/II/III	1.00	\$ 43,550.00	1.00	\$ 43,550.00
Deputy Probation Officer I/II/III	0.00	-	1.00	\$ 52,998.00
Probation Assistant	1.00	\$ 59,963.00	0.00	-
Probation Aide II	1.00	\$ 52,935.00	1.00	\$ 52,935.00
Administrative Services Specialist	1.00	\$ 56,608.00	1.00	\$ 56,608.00
<b>Total Personnel Allocations:</b>	<b>12.00</b>	<b>\$ 724,389.00</b>	<b>12.00</b>	<b>\$ 717,424.00</b>

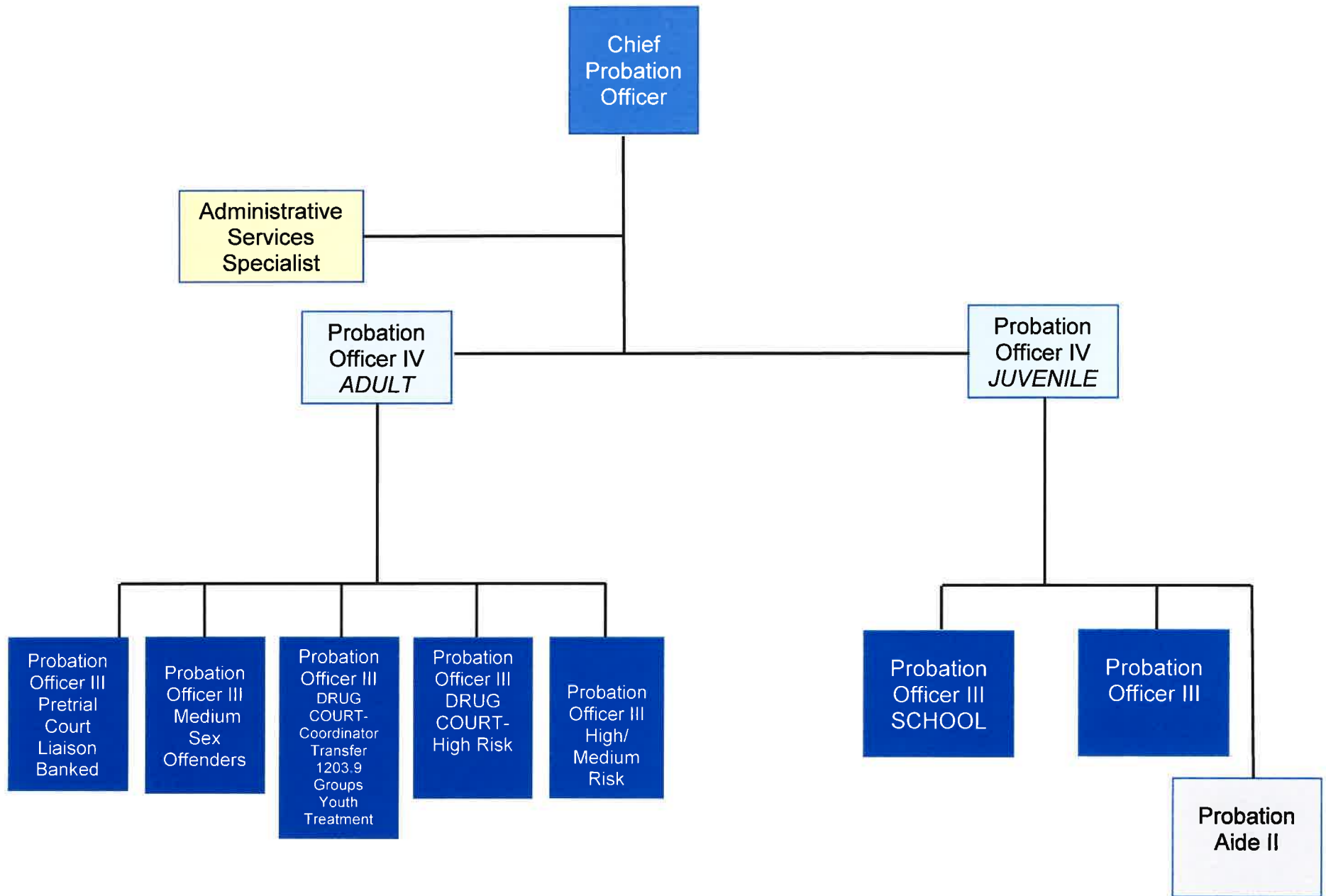
### **Data and Detailed Justification**

Probation currently has a Probation Assistant position that is dedicated to the Racial and Ethnic Disparity (R.E.D.) and the Drug Court Programs. The R.E.D. Grant ended on September 30, 2018 and the second Drug Court Federal Grant began on January 1, 2019.

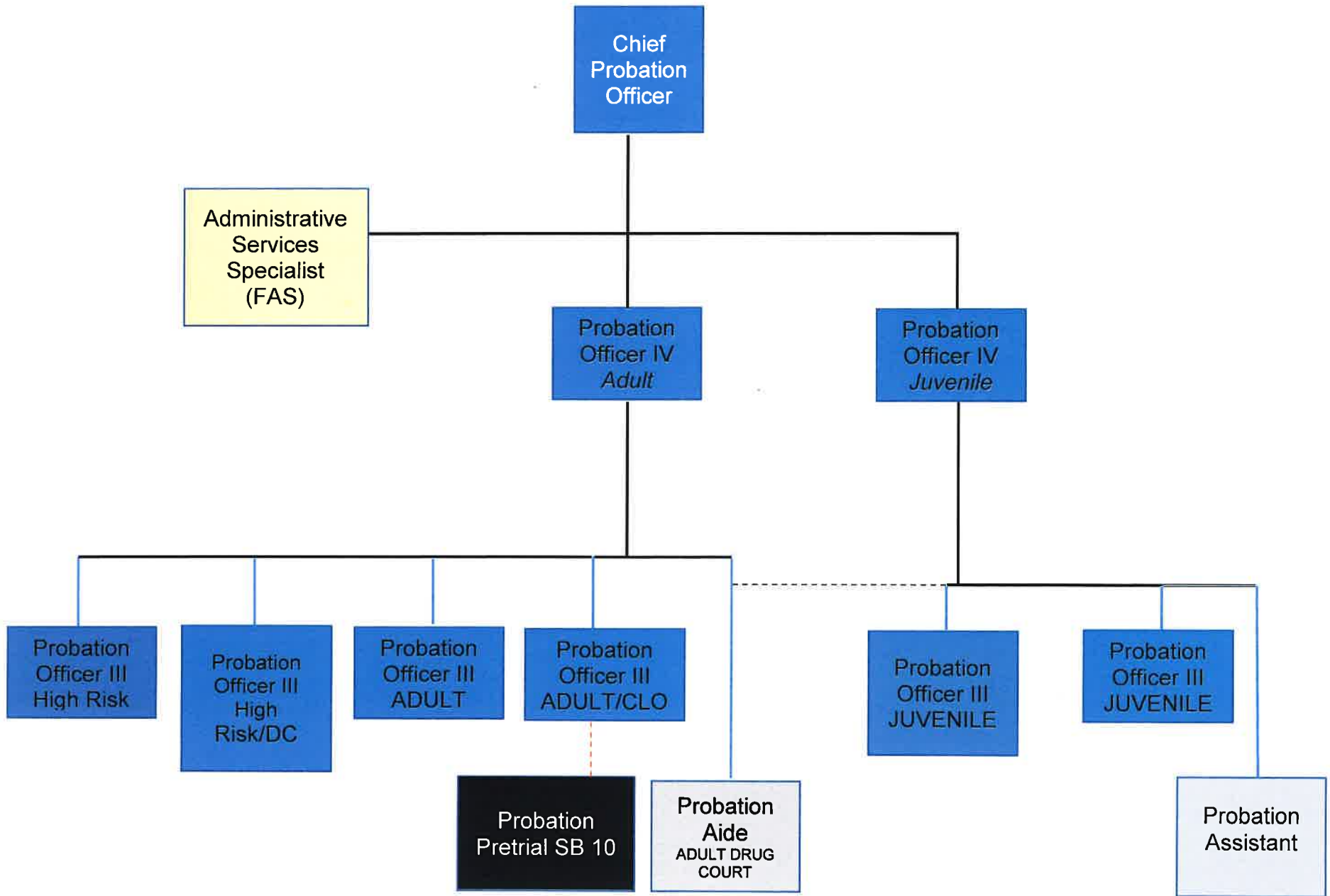
Probation recommends that one (1) Probation Assistant position be removed from the Allocation List and one (1) Deputy Probation Officer I/II/III be added to the Department of Probation Allocation List. The total for Deputy Probation Officers would be nine (9). It is recommended that the Deputy Probation Officer be designated as the Drug/Treatment Court Coordinator. The Deputy Probation Officer allows for the flexibility of an officer and a career ladder for an advancement if merited. Other duties to be assigned are those related to Drug Court case supervision, Evidence Based Practices training groups for offenders and Pretrial assistance for the Court Liaison Officer.

The attached Organizational Charts show the proposed changes.

MONO COUNTY PROBATION - 2019



MONO COUNTY PROBATION – 2018





R19 - \_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
SUPERSEDING AND REPLACING RESOLUTION 18-72  
AND AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER  
TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS TO  
REMOVE ONE (1) JUVENILE PROBATION ASSISTANT POSITION  
AND ADD ONE (1) DEPUTY PROBATION OFFICER I/II/III POSITION  
IN THE DEPARTMENT OF PROBATION**

**WHEREAS**, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or “Allocation List”); and

**WHEREAS**, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

**WHEREAS**, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the Allocation List; and

**WHEREAS**, on November 6<sup>th</sup>, 2018, this Board passed, approved and adopted Resolution 18-72 which authorized the County Administrative Officer to amend the Allocation List to increase the allocation of full-time permanent Deputy Probation Officer I/II/III in the Department of Probation by 2 for a new total of 8; and

**WHEREAS**, the new total following the November 6, 2018, addition of two Deputy Probation Officer I/II/III positions is 6, not 8 as inadvertently misstated in Resolution 18-72; and

**WHEREAS**, the Board wishes to correct the clerical error in Resolution 18-72 misstating the number of allocated positions by way of this Resolution; and

**WHEREAS**, additionally, in order to maintain proper staffing to perform public services, it is currently necessary to again amend the Allocation List to remove one (1) full-time permanent Juvenile Probation Assistant position and add one (1) Deputy Probation Officer I/II/III position.

**NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS RESOLVES** that the County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Remove the allocation of one (1) full-time permanent Juvenile Probation Assistant (new total of 0) (salary range \$4,422 - \$5,374 per month).



1 Add the allocation of one (1) Deputy Probation Officer I/II/III in the Department of  
2 Probation (new total of 7) (salary range of \$3,629 - \$5,374 per month).

3 **THE MONO COUNTY BOARD OF SUPERVISORS FURTHER RESOLVES** that  
4 the County Administrative Officer is therefore authorized to amend the County of Mono List of  
5 Allocated Positions to increase the total allocation of full-time permanent Deputy Probation  
6 Officer I/II/III in the Department of Probation by 3 (new total of 7); and that this Resolution shall  
7 supersede and replace Resolution R18-72, which shall be of no further force and effect.

8 **PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of March 2019, by the following vote, to  
9 wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**

14  
15 \_\_\_\_\_  
16 John Peters, Chair  
17 Mono County Board of Supervisors

18 ATTEST:

19 APPROVED AS TO FORM:

20 \_\_\_\_\_  
21 Clerk of the Board

22 \_\_\_\_\_  
23 County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2019

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT** California Statewide Automated  
Welfare System Joint Powers  
Authority and Memorandum of  
Understanding

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

The Statewide Automated Welfare Systems (SAWS) are the county-managed case management systems that support the State of California's public assistance programs by providing eligibility determination and benefit calculation for program recipients. Currently, there are three separate SAWS, each managed by two separate consortiums of the state's counties.

For the state to continue to receive federal financial participation for the SAWS and to comply with State and Federal architectures, the Centers for Medicare and Medicaid Services (CMS) and Food & Nutrition Service (FNS) are requiring California to implement a SAWS single statewide automated welfare system ("CalSAWS") by 2023. In moving toward that goal, counties have joined together to form the CalSAWS Consortium. The CalSAWS JPA Agreement and MOU Document, presented with this agenda item, must be approved by all 58 County Boards of Supervisors.

### RECOMMENDED ACTION:

Approve the CalSAWS Consortium JPA Agreement and MOU Document, and authorize the Board Chair to sign on behalf of Mono County.

### FISCAL IMPACT:

No additional funds are required of Mono County to participate in the formation of the CalSAWS JPA.

**CONTACT NAME:** Kathy Peterson

**PHONE/EMAIL:** 7609241763 / kpeterson@mono.ca.gov

### SEND COPIES TO:

Kathy Peterson

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[CalSAWS JPA Final](#)

[CalSAWS MOU Final](#)

[Signature pages](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/27/2019 9:20 AM	County Administrative Office	Yes
3/1/2019 1:32 PM	County Counsel	Yes
2/28/2019 10:56 AM	Finance	Yes

# **CALSAWS CONSORTIUM**

## **SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**

<b>Originally Adopted:</b>	<b>December 1998</b>
<b>First Amended:</b>	<b>June 2007</b>
<b>Second Amended:</b>	<b>June 2010</b>
<b>Amended and Restated:</b>	<b>September 2017</b>
<b>Amended and Restated:</b>	<b>June 2019</b>

**CALSAWS CONSORTIUM**

**SECOND AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT**

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## **SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**

THIS SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is made by and among the fifty-eight (58) California counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba. This joint powers authority shall be referred to as the CalSAWS Consortium ("Consortium"). This Agreement shall serve to amend and restate the Joint Exercise of Powers Agreement dated December 1998, and any and all amendments thereto, which created the California Statewide Automated Welfare System Consortium IV ("C-IV"), subsequently changed to California Automated Consortium Eligibility System ("CalACES Consortium"), to change the name, and to make other revisions as contained herein.

### **RECITALS:**

WHEREAS, Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code ("Government Code"), permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

WHEREAS, Chapter 4 (commencing with Section 10800) of Division 9 of Part 2 of the California Welfare and Institutions Code ("Welfare and Institutions Code"), declares the administration of public social services in each of the several counties of the state to be a county function and responsibility; and

WHEREAS, the Welfare Client Data Systems ("WCDS") Consortium counties of Alameda, Contra Costa, Fresno, Orange, Placer, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Tulare, Ventura, and Yolo (referred to collectively as "WCDS Counties") were organized for the purpose of managing and maintaining the CalWORKS Information Network and related systems (collectively referred to as "CalWIN"), used by the WCDS Counties in support of their social services programs; and

WHEREAS, the County of Los Angeles ("Los Angeles County") formed the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting ("LEADER") consortium, with the LEADER consortium consisting of one (1) of the four (4) county consortia, and Los Angeles County's Department of Public Social Services locally managing the LEADER consortium; and

WHEREAS, the four (4) counties of Merced, Riverside, San Bernardino, and Stanislaus contractually joined together in December 1998 to create C-IV, a joint powers authority for the purpose of the design, development, implementation, and on-going operation and maintenance of an automated welfare system to be used by each of the four counties, which may include an interface to other county consortia and state automated welfare systems as provided in the Welfare and Institutions Code; and

WHEREAS, the thirty-five (35) counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Plumas, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined C-IV in June 2007 for the purpose of implementation of the automated welfare system in each of the thirty-five (35) counties, and on-going operation and maintenance of the automated welfare system ("C-IV System"); and

WHEREAS, in November 2012, Los Angeles County entered into an agreement with Accenture, LLP to implement the LEADER Replacement System ("LRS"), which replaces and integrates the functionality of multiple, disparate legacy systems of Los Angeles County while also streamlining case management of public assistance programs; and

WHEREAS, California Assembly Bill ABX1 16 (2011), as codified in Welfare and Institutions Code section 10823, required that the prior thirty-nine (39) C-IV counties migrate to a system jointly designed by the thirty-nine (39) C-IV counties and Los Angeles County, and that the migration result in a new consortium composed of the forty (40) counties; and

WHEREAS, the forty (40) counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined together in September 2017 and formed the California Automated Consortium Eligibility System Consortium ("CalACES Consortium") in compliance with California Assembly Bill ABX1 16 (2011); and

WHEREAS, the Centers for Medicare and Medicaid Services and the Food and Nutrition Services agencies of the United States Department of Agriculture directed California to move to a single statewide automated welfare system ("CalSAWS") by 2023. In moving toward that goal, the WCDS Counties and the CalACES Consortium have joined together to form the CalSAWS Consortium, pursuant to this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba do hereby agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01. Definitions.** Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.



“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code.

"Alternate Board Director" means a Member Representative who is designated to serve as an alternate Director as set forth in Section 2.04(c).

“Agreement” means this Second Amended and Restated Joint Exercise of Powers Agreement.

“Board” means the Board of Directors of the Consortium referred to in Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which shall be the governing body of the Consortium.

"Bylaws" shall mean those Bylaws adopted by the Consortium, that are in effect on June 28 , 2019, and as they may be amended in accordance with Section 2.08 of this Agreement.

“CalSAWS” means the complete collection of equipment, software, and network(s) for the automated welfare system to be used by all Members upon completion of the migration of the Members from the C-IV System, the LRS, and CalWIN.

“CalSAWS Consortium” or "Consortium" means the public entity established pursuant to Article II of this Agreement.

“Director(s)” means the Member Representative(s) appointed to the Board pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which may include Alternate Board Director(s) acting in their Director’s absence.

“Fiscal Year” means the period from July 1 to and including the following June 30.

“Implementation” means the rollout of CalSAWS to all Members.

“Member” means one of the individual counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yola, and Yuba. The State of California is not a Member of this JPA.

“Members” means Member Counties, collectively.

“Member Representative” means the person(s) representing each Member pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

"Project" means the work related to the design, development, implementation, operation, maintenance of the C-IV System, the LRS, and CalWIN, and the migration of the Members to CalSAWS, and all related activities.

"Region" means one (1) of the six (6) regions as defined in Section III (Regions) of the Bylaws.

"Secretary" means the Secretary to the Board of Directors of the Consortium appointed pursuant to Section 3.02 (Secretary).

"State" means the State of California.

"State Representative" means the person representing the State pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

"Treasurer" means the Treasurer of the Consortium appointed pursuant to Section 3.03 (Treasurer).

## ARTICLE II

### GENERAL PROVISIONS REGARDING PURPOSE, CREATION, AND OPERATION OF CONSORTIUM

**Section 2.01. Purpose.** This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code, commencing with Section 6500, relating to the joint exercise of powers common to the public agencies, in this case the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba. The fifty-eight (58) counties each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers for the design, development, implementation, migration, and on-going operation and maintenance of the C-IV System, the LRS, CalWIN, and CalSAWS, which is the automated welfare system to be used by each of the fifty-eight (58) counties, which may include an interface to the state automated welfare system as provided in the Welfare and Institutions Code.

**Section 2.02. Term.** This Agreement first became effective on December 1998. The first amendment became effective on June 1, 2007, the second amendment became effective on June 1, 2010, the third amendment (the Amended and Restated Joint Exercise of Powers Agreement) became effective on September 1, 2017, and this fourth amendment (the Second Amended and Restated Joint Exercise of Powers Agreement) shall become effective on June 28, 2019 ("Effective Date"). This Agreement shall continue in full force and effect until terminated by mutual consent of the Boards of Supervisors of the Members. The withdrawal of some, but not all, of the Members pursuant to Section 2.12 (Withdrawal of Member) shall not be deemed a termination of this Agreement.

**Section 2.03. Creation of Consortium.** Pursuant to the Act, there is hereby created a public entity to be known as the “CalSAWS Consortium,” hereinafter referred to as “Consortium.” The Consortium shall be a public entity separate and apart from the Members, consisting of six (6) Regions as defined in Section III (Regions) of the Bylaws of the Consortium, and shall administer this Agreement.

**Section 2.04. Member Representative; State Representative; Board of Directors; Appointing Authorities.**

(a) Member Representative:

- (i) With the exception of Los Angeles County, each Member shall be represented by its county Welfare Director, or person holding the equivalent position within that county, unless the Board of Supervisors of the Member appoints one of its board members to serve as the representative (either shall be referred to as "Member Representative"). With respect to Los Angeles County, this Member shall be represented by three (3) Member Representatives, which shall include its county Welfare Director, or person holding the equivalent position within the county, its Children and Family Services Director, or person holding the equivalent position within the county, and one (1) other person who holds an upper executive management position in the social services department.
- (ii) Individuals serving as Member Representatives shall serve while they retain their county offices or positions, and shall be deemed to have automatically resigned upon leaving that county office or position. The individual who succeeds in that county office or position on a regular or interim basis shall be automatically deemed the Member Representative. Upon change of title or reclassification of any Member Representative’s county office or position, the successor to the county Welfare Director position, or the Children and Family Services Director, if applicable, its equivalent position within the Member county, shall be deemed a replacement for the Member Representative.
- (iii) Subject to the provisions of this Agreement, each Member Representative shall have a right to:
  - Receive nomination for appointment to the Board.
  - Serve on workgroups and committees or appoint designees to serve in their place.
  - Recommend items for inclusion for consideration on the Board meeting agenda.
  - Receive notice of Board meetings.
  - Attend Board meetings.
  - Vote on items.

(b) State Representative:

- (i) The State shall have the right to select one person from among the following to serve on the Board as the representative of the State: the Director of the Office of Systems Integration or his/her designee, the Director of the Department of Social Services or his/her designee, or the Director of the Department of Health Care Services or his/her designee. This person shall be identified as the “State Representative.” The two other

State departments not selected as the State Representative shall retain the right to attend all public sessions of the Board meetings.

- (ii) The State Representative shall retain his or her State position while acting as State Representative.
- (iii) The State Representative shall have a right to:
  - Serve as an Ex Officio member of the Board.
  - Receive notice of Board meetings.
  - Attend Board meetings, excluding closed sessions.
- (iv) The State Representative shall not have a right to vote on items put before the Member Representatives or the Board.

(c) Board of Directors: The Consortium shall be governed and administered by a Board of Directors ("Board") consisting of twelve (12) Directors and one (1) State Representative. The Directors from Regions 1 through 5 shall be selected from the Member Representatives from their respective Regions. Regions 1 and 4 shall each select two (2) Directors, Regions 2, and 3 shall each select one (1) Director, and Region 5 shall select three (3) Directors. Region 6, represented by Los Angeles County, shall have three (3) Directors, who shall be the three (3) Member Representatives from Region 6. For Regions comprised of more than one (1) county, each Director may designate a second Member Representative from within the Region to serve as an alternate Director ("Alternate Board Director"). For Region 6, each Director may designate a county employee who holds an upper management position immediately below the county Welfare Director, or Children and Family Services Director, if applicable, within that Region to serve as an Alternate Board Director. Alternate Board Directors may only act in their Director's absence and shall exercise all rights and privileges of a Director.

Any recommended changes to the Board structure are subject to Section 7.03 (Amendments).

(d) Appointments to the Board of Directors:

- (i) No person shall hold the position of more than one (1) Director. Each Director and the State Representative shall serve for a term of one (1) year with terms running concurrent with the Fiscal Year.
- (ii) Regions 1 and 4 will each appoint two (2) Directors to serve on the Board, Regions 2 and 3 will each appoint one (1) Director to serve on the Board, and Region 5 will appoint three (3) Directors to serve on the Board. For Regions comprised of more than one county, these regions will nominate one or more candidates to serve on the Board. The Director(s) from each Region will be elected by a majority vote of the Member Representatives for that Region who are present at a meeting of the Member Representatives held pursuant to Section 2.07 (Quorum; Required Votes; Approvals). No Member Representative shall be elected to hold the Director position unless he or

she accepts the nomination from his or her Region. Region 6 will appoint its three (3) Member Representatives as Directors to serve on the Board.

- (iii) Each Region shall notify the Secretary of its appointed Director(s) at least fourteen (14) days before the start of the next Fiscal Year. The Secretary will notify the Board of each Region's Director(s) at the first Board meeting of each Fiscal Year.
- (iv) The State shall notify the Secretary of the person it has selected to be the State Representative before the start of the next Fiscal Year. The Secretary will notify the Board of the State's selection for the State Representative at the first Board meeting of each Fiscal Year.

### **Section 2.05. Meetings of the Board; the Member Representatives.**

#### **(a) Regular Meetings:**

- (i) **Board.** The Board shall hold regular meetings. It shall hold at least one (1) regular meeting each quarter of every Fiscal Year. The procedure for the setting of regular meetings shall be fixed by action of the Board and contained in the Bylaws.
- (ii) **Member Representatives.** The Member Representatives shall hold regular meetings. They shall hold at least two (2) regular meetings each Fiscal Year. The procedure for the setting of regular meetings shall be fixed by action of the Member Representatives and contained in the Bylaws.

(b) **Special Meetings:** Special meetings of the Board, and of the Member Representatives, shall be called in accordance with the provisions of the Ralph M. Brown Act ("Brown Act"), Section 54956 of the Government Code.

(c) **Call, Notice, Held, and Conduct of Meetings:** All meetings of the Board, and of the Member Representatives, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Brown Act (Section 54950 et seq. of the Government Code).

**Section 2.06. Minutes.** The Secretary shall cause to be kept minutes of the meetings of the Board, and of the Member Representatives, and shall, as soon as possible after each meeting, cause a copy of the preliminary minutes to be forwarded to each Member Representative. The preliminary minutes will then be included at the next meeting of the Board or the Member Representatives, for approval by the respective bodies.

### **Section 2.07. Quorum; Required Votes; Approvals.**

(a) **Board:** At least seven (7) of the Directors or Alternate Board Directors from five (5) Regions shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn. The State Representative's attendance or non-attendance at any meeting shall have no effect on quorum. The affirmative votes of at least seven (7) of the seated Directors from five (5) Regions shall be required to take any action by the Board, except as provided in (iii) below.

Notwithstanding the preceding paragraph, the following provisions shall apply:

- (i) **Member Representatives Concurrence.** Recommended changes to this Agreement, the Bylaws, or to Memorandums of Understandings between the Consortium and the Members require the concurrence of the Member Representatives and are not subject to Appeal to the Full Board as provided below. Concurrence is obtained by the affirmative vote of the Member Representatives pursuant to paragraph (b) of this section.
- (ii) **Appeal to the Full Board.** At any Board meeting with less than all twelve (12) Directors (“Full Board”) present, any two (2) Directors, or Alternate Board Directors, from two (2) Regions may appeal any action taken or not taken by the Board, by requesting the continuance of the item(s) under appeal to a meeting of the “Full Board,” at which all the Directors or Alternate Board Directors must be present. The Full Board meeting shall be held within 30 days, at either the next regular Board meeting, or a special meeting at which the Full Board is available to attend. Any Director'(s) or Alternate Board Director'(s) failure to attend a meeting of the Full Board shall result in a forfeit of the Director'(s) or Alternate Board Director'(s) vote. At the meeting of the Full Board, the affirmative votes of at least seven (7) Directors or Alternate Board Directors from four (4) Regions shall be sufficient to take action by the Board only on the item(s) under appeal. The action(s) taken by the Full Board shall be final.
- (iii) **Migration Period to CalSAWS.** During the migration period while the Consortium is operating more than one (1) automated welfare system, the Board shall take affirmative action as approved by those Members who are the users of their respective systems, as provided in Section VIII.B (System Subcommittees) of the Bylaws; provided, however, that the Board retains discretion concerning any such action if the Board determines the decision could materially adversely impact the design, development or implementation of the single statewide automated system. This provision shall automatically sunset when the Consortium is operating a single automated welfare system.

(b) Member Representatives: The presence of forty percent (40%) of the Member Representatives shall constitute a quorum for the transaction of business except that less than a quorum may adjourn. The State Representative’s attendance or non-attendance shall have no effect on quorum. The affirmative votes of at least a majority of the Member Representatives present at any meeting at which a quorum is present shall be required to take any action by the Members.

**Section 2.08. Bylaws.** The Board, by a two-thirds (2/3) affirmative vote of the Directors from Regions 1 through 6 (including the affirmative vote of at least one Director from each Region), and with the concurrence of the Member Representatives as set forth in the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals), shall adopt or amend Bylaws for the conduct of business, and as are necessary for the purposes hereof. The Board may also adopt additional resolutions, rules, regulations, and policies for the conduct of its business, and as are necessary for the purposes hereof in a manner consistent with this Agreement and the Bylaws.

**Section 2.09. Annual Budget.** The Board shall adopt an annual budget for each Fiscal Year. The Bylaws shall further provide for the presentation and content of the budget.

**Section 2.10. Annual Operational and Fiscal Reports.** The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member Representative.

**Section 2.11. Addition of New Members.** Any county in the State that is not a Member and desires to become a Member shall submit a written request to the Board. The Board may approve the request in accordance with the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals). All new Members are subject to the approval of two-thirds (2/3) of the Boards of Supervisors of the Members, which approval may be granted by adoption of a resolution. Upon approval by the Board and two-thirds (2/3) of the Boards of Supervisors of the Members, the county desiring to be a Member shall execute an amendment to this Agreement adding it as a new Member. The Agreement shall be deemed amended to reflect the addition of the new Member upon execution of the amendment by the new Member.

**Section 2.12. Withdrawal of Member.** Any Member may withdraw from the Consortium and terminate its participation in this Agreement at the end of any Fiscal Year by adoption of a resolution of withdrawal by the Board of Supervisors of the withdrawing Member, provided that a copy of said resolution has been served on all Members by May 31 of that Fiscal Year. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Member. Withdrawal shall not relieve the withdrawing Member of any financial obligations or liability arising prior to withdrawal.

### ARTICLE III

#### OFFICERS AND EMPLOYEES

**Section 3.01. Chair and Vice-Chair.** The Board shall elect from among its Directors Chair and Vice-Chair positions. Each officer shall serve for a term of one (1) year. The Chair shall preside over Board and Member Representatives' meetings, sign all contracts on behalf of the Consortium, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed on the Board in the Bylaws. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair, unless the Bylaws provide otherwise. Elections for such officers shall be held each year with terms running concurrent with the Fiscal Year.

**Section 3.02. Secretary.** The Board shall appoint a Secretary to the Board. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Consortium, unless the Bylaws of the Consortium provide otherwise. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to section 6503.5 of the Joint Exercise of Powers Act ("Act") and Section 53051 of the Government Code. The Secretary shall be responsible for the call, noticing, holding, and conduct of the meetings of the Board and any Brown Act body created by the Bylaws or Board action pursuant to the Brown Act. The Board shall further provide for the duties and responsibilities of the Secretary in the Bylaws.

**Section 3.03. Treasurer.** Pursuant to section 6505.5 of the Act, the San Bernardino County Treasurer is hereby designated as the Treasurer of the Consortium. The Treasurer shall be the depository, shall have custody of all of the money of the Consortium from whatever source, and shall have the duties and obligations of Treasurer as set forth in sections 6505 and 6505.5 of the Act. As provided in section 6505.5 of the Act, given the appointment of the Treasurer, the officer performing the functions of auditor or controller shall be the San Bernardino County Auditor/Controller, who shall have the duties assigned to the auditor or controller in sections 6505 and 6505.5 of the Act, including the duty to “contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Consortium”. As further provided in section 6505.5 of the Act, the San Bernardino County Board of Supervisors shall determine charges to be made against the Consortium for the services of the treasurer and auditor or controller.

**Section 3.04. Officers in Charge of Accounts, Funds, Money, and Records.** Pursuant to section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds, and money of the Consortium and all records of the Consortium relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Consortium.

**Section 3.05. Legal Advisor.** The Board shall select the legal advisor and counsel to the Consortium, as provided for in Section VII (Questions of Law) in the Bylaws.

**Section 3.06. Other Employees.** The Board shall have the power by adoption of Bylaws to appoint and employ such other employees, consultants, and independent contractors as may be necessary for the purpose of this Agreement.

**Section 3.07. Officers and Employees of the Consortium.** As provided in section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances, and rules, all pension, relief, disability, workers’ compensation, and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents, or employees of the Consortium to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents, or employees under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of the Members. The State Representative may not hold any office or position within Consortium.

## **ARTICLE IV**

### **POWERS**

**Section 4.01. General Powers.** The Consortium shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01 (Purpose) of



this Agreement. As provided in the Act, the Consortium shall be a public entity separate from the Members.

**Section 4.02. Specific Powers.** The Consortium is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including, but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to sue and be sued in its own name;
- (d) to incur debts, liabilities, or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability, or obligation of the Members;
- (e) to apply for, accept, receive, and disburse grants, loans, and other aids from any agency of the United States of America or of the State;
- (f) to invest any money in the treasury pursuant to section 6509.5 of the Act which is not required for the immediate necessities of the Consortium, as the Consortium determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code; and
- (g) to carry out and enforce all the provisions of this Agreement.

**Section 4.03. Restrictions on Powers.** Pursuant to section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as San Bernardino County.

**Section 4.04. Obligations of Consortium.** Except as otherwise agreed to in Section 6.03 (Member's Liability for Negligence of its Employees and Contractors), the debts, liabilities, and obligations of the Consortium shall not be the debts, liabilities, and obligations of the Members.

## **ARTICLE V**

### **CONTRIBUTIONS, ASSETS, AND DISTRIBUTION UPON TERMINATION**

**Section 5.01. Contributions.** The Members may make contributions from their treasuries for the purpose set forth in Section 2.01 (Purpose), make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use its personnel, equipment or property in lieu of other contributions or advances. The provisions of section 6504 of the Act are hereby incorporated into this Agreement by reference.

**Section 5.02. Statewide Automated Welfare System Funding Allocations.** Each Member hereby agrees to contribute to the Consortium its funding allocation as defined in Welfare and Institutions Code section 10824 for the purposes stated in Section 2.01 (Purpose) herein and

hereby agrees to further contribute to the Consortium any county matches as required in Section 10824, or any successor statute.

**Section 5.03. Distribution of Assets upon Termination.** Upon termination of this Agreement and after resolution of all debts, liabilities, and obligations, all property, both real and personal, of the Consortium shall be divided among the Members proportional to that Member's overall welfare caseload as provided in Welfare and Institutions Code section 10824, and any successor statute and new welfare programs, except that any Member contributions provided under Section 5.01 (Contributions) herein shall be returned to the contributing Member. The State Representative is not eligible for such distributions.

## ARTICLE VI

### INDEMNIFICATION AND INSURANCE

**Section 6.01. Consortium Indemnification of Members.** The Consortium shall indemnify, defend, and hold harmless each of the Members, and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from the Consortium's acts, errors or omissions and for any costs or expenses incurred by the Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

**Section 6.02. Member Indemnification.** Pursuant to the provisions of Government Code section 895 et seq., and except as provided in Section 6.01 (Consortium Indemnification of Members) herein, each Member agrees to defend, indemnify, and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer, and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

**Section 6.03. Member's Liability for Negligence of its Employees and Contractors.** Except as to Member county personnel dedicated to the Consortium on a "full-time basis," as this term may be defined by further agreement between the Member and the Consortium, Member agrees to be individually liable for the negligence and willful misconduct of its employees, agents, and contractors, including Member county personnel contributed to the Consortium on a part-time or ad hoc basis. As to Member county personnel contributed to the Consortium on a full-time basis, Member county agrees to be jointly liable in the same proportion as the Member county's proportional share of the overall caseload of the Member county as provided in Welfare and Institutions Code section 10824 or any other successor statute. Except as expressed by this provision, the Member accepts no further liability either individually or collectively for the acts or omissions of the Consortium.

**Section 6.04. Insurance.** The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of the Consortium. The Consortium's liability insurance shall name each Member County as an additional insured.

**Section 6.05. Third-Party Beneficiaries.** This Agreement and the obligations thereto are not intended to benefit any party other than its Members, except as expressly provided otherwise therein. No entity not a signatory to this Agreement shall have any rights or causes of action

against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly stated in this Agreement.

**Section 6.06. Debts, Liabilities and Obligations.**

- (a) All debts, liabilities, and obligations of the CalACES Consortium incurred prior to the Effective Date of this Agreement shall remain the sole responsibility of the forty (40) CalACES Consortium counties and shall be allocated and paid in accordance with the agreed terms in effect prior to the Effective Date of this Agreement. The debts, liabilities, and obligations of the CalACES Consortium and each of the forty (40) CalACES Consortium counties incurred prior to the Effective Date of this Agreement shall not be allocated to the WCDS Counties, unless otherwise expressly agreed to.
- (b) All debts, liabilities, and obligations of the WCDS Counties shall remain the sole responsibility of the WCDS Counties. The debts, liabilities, and obligations of the WCDS Counties shall not be allocated to the forty (40) CalACES Consortium counties, unless otherwise expressly agreed to.
- (c) All debts, liabilities, and obligations of each Member shall remain the individual responsibility of the Member, unless otherwise expressly agreed to.

**ARTICLE VII**

**MISCELLANEOUS PROVISIONS**

**Section 7.01. Notices.** Notices hereunder shall be in writing, and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit into the U.S. mail, first class, postage prepaid.

Alameda	Director Alameda County Social Services Agency 2000 San Pablo Avenue, 4th Floor Oakland, CA 94612
Alpine	Director Department of Health & Human Services County of Alpine 75-A Diamond Valley Road Markleeville, CA 96120
Amador	Director Department of Social Services County of Amador 10877 Conductor Boulevard Sutter Creek, CA 95685
Butte	Director Department of Employment and Social Services County of Butte P.O. Box 1649 Oroville, CA 95965

Calaveras	Director Health & Human Services Agency County of Calaveras 509 E. St. Charles Street San Andreas, CA 95249-9701
Colusa	Director Department of Health & Human Services County of Colusa 251 E. Webster Street Colusa, Ca 95932
Contra Costa	Director Employment & Human Services County of Contra Costa 40 Douglas Drive Martinez, CA 94553
Del Norte	Director Department of Health & Human Services County of Del Norte 880 Northcrest Drive Crescent City, CA 95531
El Dorado	Director Health and Human Services Agency County of El Dorado 3057 Briw Road, Suite B Placerville, CA 95667
Fresno	Director Department of Social Services County of Fresno P.O. Box 1912 Fresno, CA 93718
Glenn	Director Health and Human Services Agency County of Glenn P.O. Box 611 Willows, CA 95988
Humboldt	Director Department of Health & Human Services County of Humboldt 929 Koster Street Eureka, CA 95501
Imperial	Director Department of Social Services County of Imperial 2995 S. 4th Street, Suite 105 El Centro, CA 92243

Inyo	Director Department of Health & Human Services County of Inyo 163 May Street Bishop, CA 93514
Kern	Director Department of Human Services County of Kern P.O. Box 511 Bakersfield, CA 93302
Kings	Director Human Services Agency County of Kings Kings County Government Center 1400 W. Lacey Boulevard, #8 Hanford, CA 93230
Lake	Director Department of Social Services County of Lake P.O. Box 9000 Lower Lake, CA 95457
Lassen	Director Community Social Services Department County of Lassen P.O. Box 1359 Susanville, CA 96130
Los Angeles	Director Department of Public Social Services County of Los Angeles 12860 Crossroads Parkway South City of Industry, CA 91746-3411
Madera	Director Department of Social Services County of Madera P.O. Box 569 Madera, CA 93639
Marin	Director Health & Human Services Department County of Marin 20 N. San Pedro Road, Suite 2002 San Rafael, Ca 94903
Mariposa	Director Human Services Department County of Mariposa P.O. Box 99 Mariposa, CA 95339

Mendocino	Director Department of Social Services County of Mendocino 747 S. State Street Ukiah, CA 95482
Merced	Director Human Services Agency County of Merced P.O. Box 112 Merced, CA 95341-0112
Modoc	Director Department of Social Services County of Modoc 120 North Main Street Alturas, CA 96101
Mono	Director Department of Social Services County of Mono P.O. Box 2969 Mammoth Lakes, CA 93546
Monterey	Director Department of Social and Employment Services County of Monterey 1000 S. Main Street, Suite 301 Salinas, CA 93901
Napa	Director Health & Human Services Agency County of Napa 2751 Napa Valley Corporate Drive, Building B Napa, CA 94558
Nevada	Director Health & Human Services Agency County of Nevada P.O. Box 1210 Nevada City, CA 95959
Orange	Director Orange County Social Services Agency 500 N. State College Boulevard Orange, CA 92868
Placer	Director, Health & Human Services Placer County Health & Human Services 3091 County Center Drive, #290 Auburn, CA 95603
Plumas	Director Department of Social Services & Public Guardian County of Plumas 270 County Hospital Road, Suite 207 Quincy, CA 95971

Riverside	Director Department of Public Social Services County of Riverside 4060 County Circle Drive Riverside, CA 92503
Sacramento	Director County of Sacramento, Department of Human Assistance 1825 Bell Street, Suite 200 Sacramento, CA 95825
San Benito	Director Health & Human Services Agency County of San Benito 1111 San Felipe Road, #206 Hollister, CA 95203
San Bernardino	Director Human Services Agency County of San Bernardino 385 N. Arrowhead Avenue, 5th Floor San Bernardino, CA 92415-0128
San Diego	Director Eligibility Operations County of San Diego, Health & Human Services Agency 1255 Imperial Avenue, Suite 446, MS: W-414 San Diego, CA 92101
San Francisco	Executive Director San Francisco Human Services Agency P.O. Box 7988 San Francisco, CA 94210
San Joaquin	Director Human Services Agency County of San Joaquin P.O. Box 201056 Stockton, CA 95201-3006
San Luis Obispo	Director Department of Social Services County of San Luis Obispo 3433 So. Higuera Street San Luis Obispo, CA 93403
San Mateo	Director, Human Services County of San Mateo 1 Davis Drive Belmont, CA 94002
Santa Barbara	Director Department of Social Services County of Santa Barbara 2125 S. Centerpointe Parkway Santa Maria, CA 93455

Santa Clara	Director Social Services Agency County of Santa Clara 333 West Julian Street, 5th Floor San Jose, CA 95110-2335
Santa Cruz	Director Human Services Department County of Santa Cruz 1000 Emeline Avenue Santa Cruz, CA 95060
Shasta	Director Health & Human Services Agency County of Shasta 2650 Breslauer Way Redding, CA 96001
Sierra	Director Department of Human Services County of Sierra P.O. Box 1019 Loyalton, CA 96118
Siskiyou	Director Health & Human Services Agency County of Siskiyou 2060 Campus Drive Yreka, CA 96097
Solano	Deputy Director Health and Social Services County of Solano 275 Beck Avenue Fairfield, CA 94533
Sonoma	Director Human Services Department County of Sonoma 3600 Westwind Boulevard Santa Rosa, CA 95403
Stanislaus	Director Community Services Agency County of Stanislaus P.O. Box 42 Modesto, CA 95353-0042
Sutter	Director Human Services Department County of Sutter P.O. Box 1535 Yuba City, CA 95992



Tehama	Director Department of Social Services County of Tehama P.O. Box 1515 Red Bluff, CA 96080
Trinity	Director Health & Human Services Department County of Trinity P.O. Box 1470 Weaverville, CA 96093-1470
Tulare	Director Health & Human Services Agency County of Tulare 5957 S. Mooney Boulevard Visalia, CA 93277
Tuolumne	Director Department of Social Services County of Tuolumne 20075 Cedar Road North Sonora, CA 95370
Ventura	Director Human Services Agency County of Ventura 855 Partridge Drive Ventura, CA 93003
Yolo	Branch Director Service Centers Health & Human Services Agency County of Yolo 25 N. Cottonwood Street Woodland, CA 95695
Yuba	Director Health & Human Services Department County of Yuba P.O. Box 2320 Marysville, CA 95901
Consortium	Two Notices Required:  Consortium's Legal Advisor as identified in the Bylaws  AND  Consortium's Secretary.

The Members and Consortium may change the above addresses for notice purposes by written notification as provided above to each of the other Members and the Consortium. Meeting notices and general correspondence may be served electronically.

**Section 7.02. Law Governing.** This Agreement is made in the State of California under the Constitution and laws of the State, and is to be so construed. In the event of any dispute under this Agreement venue shall be in Sacramento, unless the dispute involves the Consortium and one or more Members exclusively from Regions 4-6, in which case venue shall be in San Bernardino.

**Section 7.03. Amendments.** This Agreement may be amended at any time by one or more supplemental agreements executed by mutual agreement of two-thirds (2/3) of the Boards of Supervisors of the Members.

**Section 7.04. Severability.** Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 7.05. Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the others.

**Section 7.06. Section Headings.** All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

**Section 7.07. Multiple Counterparts.** This Agreement is executed in multiple counterparts, any one of which shall be deemed an original for any purpose.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CALSAWS CONSORTIUM AND THE COUNTY OF \_\_\_\_\_**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the CalSAWS Consortium ("Consortium"), a California Joint Powers Authority, and the County of \_\_\_\_\_ ("County"), a member county ("Member" or collectively with other members of the Consortium, "Members") of the Consortium (collectively, "the Parties").

RECITALS

- I. WHEREAS, the Consortium was previously known as the California Statewide Automated Welfare System Consortium IV ("C-IV Consortium") with thirty-nine (39) county members (collectively, "39 Counties"); and
- II. WHEREAS, Los Angeles County joined the 39 Counties pursuant to the Amended and Restated Joint Exercise of Powers Agreement ("JPA Agreement"), with an effective date of September 1, 2017, pursuant to which the name of the Consortium was changed to the California Automated Consortium Eligibility System Consortium ("CalACES Consortium"); and
- III. WHEREAS, the C-IV Consortium previously entered into an agreement with a primary vendor ("C-IV Agreement") to provide the necessary equipment and services for an automated system ("C-IV System") utilized by the 39 Counties; and
- IV. WHEREAS, Los Angeles County previously entered into an agreement with a primary vendor ("LRS Agreement") to provide the necessary equipment and services for an automated system known as the Leader Replacement System ("LRS"); and
- V. WHEREAS, 18 counties ("WCDS Counties") previously entered into an agreement with a primary vendor ("CalWIN Agreement") to provide the necessary equipment and services for an automated system known as the CalWORKS Information Network and related systems ("CalWIN"); and
- VI. WHEREAS, the Centers for Medicare and Medicaid Services and the Food and Nutrition Services agencies of the United States Department of Agriculture directed California to move to a single statewide automated welfare system ("CalSAWS") by 2023. In moving toward that goal, the WCDS Counties and the CalACES Consortium have joined together to form the CalSAWS Consortium, pursuant to the JPA Agreement; and
- VII. WHEREAS, Los Angeles County will continue to use the LRS, the 39 Counties will continue to use the C-IV System, and the WCDS Counties will continue to use CalWIN until the migration of the Members to CalSAWS is complete; and

- VIII. WHEREAS, the purpose of this MOU is to delineate the areas of understanding and agreement among the Consortium and the Members regarding matters related to the administration and fulfillment of the Consortium's purpose; and
- IX. WHEREAS, this MOU is conditioned on the Consortium entering into the same MOU terms and conditions with all other Members, and supersedes all prior MOUs concerning the same subject matter contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**I. DEFINITIONS**

As used in this MOU, the following words and terms shall have the meanings described below, unless otherwise defined elsewhere in this MOU:

**1.1. "Advance Planning Document" (APD):** A federally required document that is used by states to inform the federal agencies of their intentions related to federally funded programs, and request approval and funding to accomplish their needs and objectives. The term APD refers to a Planning APD, Implementation APD, or to an Advance Planning Document Update.

**1.2. "Central Equipment":** Is that equipment for which the Consortium is authorized by the State of California to assume responsibility for refresh. The Consortium shall have responsibility to refresh (replace or upgrade) all such equipment. All equipment not designated as "Local Equipment" is Central Equipment. The physical location of the equipment is not relevant to the designation "Central."

**1.3. "Consortium – Auditor-Controller Agreement":** Is any agreement, as may be revised from time to time, between the Consortium and one of its Members to fulfill the fiscal and audit function as Auditor-Controller for the Consortium.

**1.4. "Consortium Staff":** Consists of employees of the Consortium, employees of Members contributed to the Consortium, and contractors and agents designated by the Consortium.

**1.5. "Consortium's Secretary":** The Secretary of the Consortium's Board of Directors in charge of all records of the Consortium.

**1.6. "Consortium's Treasurer":** The treasurer of the Consortium shall be as specified in the JPA Agreement. The Consortium's Treasurer is responsible for the depository, disbursements, and accountability of all the accounts, funds, and money and all records relating thereto.

**1.7. "Cost Allocation Plan":** A methodology for distributing costs to benefiting programs in accordance with federal, state, and county sharing ratios.

**1.8. "County Personnel":** County employees, contractors or agents responsible for task(s) necessary to the Project.

**1.9. "County-Purchased Software":** Licenses to software applications purchased separately by County and installed upon Local Equipment. County-Purchased Software does not include Original Equipment Manufacturing (OEM) operating system software provided by the Consortium for use in the System(s), as defined below. All County-Purchased Software must be configured to be compatible with Consortium-purchased software and shall be approved by Consortium prior to its installation and use on Local Equipment purchased or provided under this MOU. Maintenance of County-Purchased Software and management of its use in a manner consistent with its licensing is the sole responsibility of County.

**1.10. "County Site(s)":** The location(s) in the County for the equipment, software, and Project Staff activities designated as necessary to the Project.

**1.11. "Data":** The Consortium and County records, files, forms, and other information that are currently or will be processed on the System(s).

**1.12. "Deliverables":** Products, including, but not limited to, equipment and software, provided to the Consortium and the County pursuant to agreements with vendors or otherwise necessary to the Project.

**1.13. "Executive Director":** The individual chosen by the Consortium with responsibilities for the management of the Project for the Consortium.

**1.14. "Impaired Device(s)":** Any equipment that is used by a Member on the System(s) and which has become, whether by damage or other reason, incapable of performing its intended purpose.

**1.15. "Local Equipment":** Is that equipment that (a) was obtained for the System's(s') use, (b) is located on County Sites, and (c) for which the Consortium is not authorized by the State of California to assume responsibility for refresh, replace or upgrade.

**1.16. "Network(s)":** The telecommunications lines, equipment, software, and services for transmitting Data and other information as required by the needs of the System(s).

**1.17. "Original Equipment Manufacturing" or "OEM":** Is that operating system software license that is provided with the workstation and laptop equipment, for which the right to use the license is vested with the owner of the applicable equipment.

**1.18. "Primary Project Vendor":** The vendor who is working or will be working on the System(s) pursuant to the applicable agreement(s), as approved by the Consortium.

**1.19. "Primary Project Vendor Staff":** Employees, contractors, and agents of the Primary Project Vendor dedicated to the Project who are working on the System(s).

**1.20. "Project":** Work related to the design, development, implementation, operation, maintenance of the System(s), and migration of the Members to CalSAWS, and the related activities of the Parties thereto.

**1.21. "Project Staff":** The Consortium Staff, County Personnel, and vendor staff performing task(s) necessary to the Project.

**1.22. "Quality Assurance and Other Agreements":** Those agreements between the Consortium and its quality assurance vendor(s) or other Project vendors to provide quality assurance, Project management, planning, support, verification, and validation services for the System(s).

**1.23. "Region":** County or Counties grouped together for purposes of representation as defined in the Consortium's Bylaws.

**1.24. "Regional Manager(s)":** The person(s) responsible for the day-to-day oversight of the Project in a particular Region.

**1.25. "Separate Services":** Services which are related to the System(s), obtained by Counties from the Primary Project Vendor, or other Project vendors.

**1.26. "Software":** Software and software licenses purchased by the Consortium for the System's(s') use, and software and software licenses procured under Section 4.2 (County Hardware and Software License Purchases). The Consortium retains possession of and title for, and responsibility for refresh of, all Software licensing agreements purchased by the Consortium but may grant use permission to Member in a manner consistent with this MOU.

**1.27. "System(s)":** Individually or collectively, the complete collection of equipment, Software, other required software, and Networks for the C-IV System, LRS, CalWIN and/or CalSAWS.

**1.28. "Work Plan(s)":** The plan and delineation of tasks, subtasks, activities and events to be performed, Deliverables to be produced and associated resource requirements with regard to the Project as accepted and agreed upon between the Primary Project Vendor and the Consortium, subject to modification from time to time.

## **II. COUNTY**

**2.1. Dedication of Personnel.** The County, within its sole discretion, agrees to undertake best efforts to provide County Personnel to the Project as required by the Project's needs, applicable Work Plan(s) or as otherwise necessary to fulfill the Consortium's purpose. County Personnel provided to the Project or the Consortium under this provision will be provided subject to the following terms and conditions:

**2.1.1.** The rendition of the services performed by County Personnel, the standards of performance, the discipline of its employees, and other matters incident to the performance of such services and the control of County Personnel so engaged in these services shall remain with the County. The County and the Consortium shall agree to the scope of services to be performed by each County Personnel.

**2.1.2.** The County will be responsible for all payroll, personnel, and other administrative functions for its employees assigned to perform services for the Consortium hereunder.

**2.1.3.** At the start of the Consortium assignment, the County, or the Consortium, with consent from the County, will provide functional supervision of County Personnel assigned, specify their duties, establish working hours, and other matters incidental to the supervision of the County Personnel.

**2.1.4.** In the event of a dispute between the County and the Consortium as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Consortium shall be consulted and a mutual determination thereof shall be made by both the County and the Consortium. However, the County, in an unresolved dispute, shall have final and conclusive determination as between the Parties hereto.

**2.1.5.** For and in consideration of the services to be performed by the County Personnel for the Consortium under this MOU, the Consortium shall pay the County for said services according to the hourly prevailing direct salary and employee benefit costs as determined by the County for the current applicable fiscal year. Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the County.

**2.1.6.** The County shall render to the Consortium a summarized monthly invoice which details all services performed under this MOU, and the Consortium shall pay the County within sixty (60) days after date of said invoice.

**2.1.7.** Payment for said services shall be made by check or money order payable as directed on the monthly invoice, or other method as determined by the County.

**2.1.8.** If such payment is not delivered to the County office that is described on said invoice within sixty (60) days after the date of the invoice, the invoice will be deemed uncollectible and may be forwarded for appropriate action.

**2.1.9.** Both Parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.

**2.1.10.** The Consortium shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County Personnel performing services hereunder.

**2.1.11.** County and Consortium agree to be liable for the negligence and willful misconduct of its employees, agents, and contractors as set forth in Section 6.03. (Member's Liability for Negligence of its Employees and Contractors) of the JPA Agreement.

**2.1.12.** Notwithstanding any provision hereof to the contrary, the County or the Consortium may return County Personnel back to County for any reason upon notice in writing to the other party of not less than sixty (60) days prior thereto, unless the Parties agree otherwise.

**2.2. Access to County Site(s) and Facilities.** County agrees to make available and provide access to County Sites and facilities to Project Staff as necessary for the operation and administration of the System(s) in accordance with the County's administrative and security rules and regulations. County reserves the right to refuse the Consortium Staff or Project Staff member access to County Site(s) or facilities where, in its sole discretion, the County determines that access should be refused or terminated for reasons of public health, welfare, and safety or to avoid disruptions to County operations.

**2.3. Release of Information to Auditor/Controller.** The County acknowledges that the Consortium - Auditor/Controller Agreement sets forth certain procedures for the disclosure of records of the County to the Auditor/Controller and the Executive Director as the Auditor/Controller deems necessary to resolve any funding, invoice, records, accounting or audit-related issues, to the extent allowed by law. Therefore, the County agrees to use commercially reasonable efforts to comply with these procedures and, further, shall cooperate with the Consortium and Auditor/Controller in complying with any changes or modifications of these procedures, as may be necessary from time to time.

### **III. CONSORTIUM**

**3.1. Compliance with County Rules.** The Consortium agrees that all Project or other Consortium activities occurring at County Site(s) or facilities will occur in a manner consistent with the County's rules and regulations.

**3.2. Risk of Loss for Deliverables.** Until accepted by County under the procedures established by the Parties pursuant to Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) herein, Consortium agrees that any risk of loss or damage for the Deliverables shall be borne solely by the Consortium.

**3.3. Liability to County.** The Consortium agrees to be liable for any loss, destruction, or damage caused by the Consortium to County operation or property by Consortium. Upon such loss, destruction of, or damage, the County shall notify the Executive Director and shall take all reasonable steps to protect against further loss, destruction, or damage caused by Consortium.



**3.4. Minimize Project Impact on County's Operations.** The Consortium agrees to ensure that Project activities at County Site(s) and facilities shall be done in a manner that will minimize interference with the normal activities and operations of the Member and shall keep County Site(s) and facilities safe, clean, and orderly at all times.

**3.5. Right to Use System(s) Information and Data.** The Consortium agrees that the County shall have unlimited rights to use, disclose, duplicate, or publish all System(s) information and Data relating to County that is developed, derived, documented, or furnished by Consortium, upon notification by County to the Executive Director as to the reason for such use of said System(s) information and Data. Such Data shall include all results, technical information, and materials developed for and/or obtained by Consortium and retained to fulfill its purpose, including, but not limited to, all reports, surveys, plans, charts recordings (video and/or sound), pictures, drawings, analysis, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Project, but only as it relates to the County or is Data that is meant for distribution to, or for access by, all Members of the Consortium. To the extent that County requires access to System(s) information and Data relating to another Member(s) of the Consortium, County shall seek permission from such Member(s) and shall enter into all appropriate confidentiality and non-disclosure agreements, if required, and comply with all confidentiality and security requirements of such Member(s). The County's use of Consortium information and Data shall not apply, and the County shall have no right, to title and interest in or to any Consortium's vendor's confidential and proprietary information.

**3.6. Cooperation with County Risk Management Assessment.** The Consortium agrees to cooperate and share its records and information with the County as necessary for the County to conduct an adequate risk of liability assessment(s) and develop an appropriate risk of liability management plan(s) as to Project activities occurring at County Sites and facilities or otherwise in connection with the County's participation in the Consortium.

#### **IV. MUTUAL RESPONSIBILITIES**

##### **4.1. Fiscal Responsibilities and Claiming.**

**4.1.1.** The Consortium's Auditor-Controller shall act as the fiscal agent for the Consortium and perform accounts payable functions that relate to vendor billings and overall Project costs, including Separate Services and hardware and/or Software purchased by the County. The Consortium will invoice the County as agreed for the specific costs incurred in accordance herewith. At a minimum, invoicing will be quarterly, except by mutual agreement.

**4.1.2.** Unless otherwise agreed upon by the Consortium Executive Director or designee, the County will be responsible for the costs of hardware, and/or Software and associated maintenance for new County Sites or the expansion of existing County

Sites, changes in County network models, refresh of existing hardware and/or Software (as deemed necessary by the County), Separate Services requested by the County and other changes the County deems necessary. The County will prepare and submit APDs to the State for approval of these items, except as otherwise agreed upon by the Consortium, as above, subject to oversight by the Office of System Integration (OSI) or applicable State APD department.

**4.1.3.** The Consortium will allocate the Project budget to each Member and each of the Counties will be required to pay its applicable share of budget, in accordance with Section 4.1.4 hereof and Section 5.02 (Statewide Automated Welfare System Funding Allocations) of the JPA Agreement, at the time and in the manner specified by the Consortium. Such County Project costs will be paid to the Consortium or State as directed by the Consortium. The Consortium will continue to evaluate total Consortium expenditures and budget variances. The annual budget requests and updates will be prepared by the Consortium along with County Personnel.

**4.1.4.** Administrative Costs (also known as unfunded costs) are costs properly incurred by the Consortium but designated by the State of California as ineligible for reimbursement to the Consortium by the State, including the County's share as determined by the appropriate Cost Allocation Plan to be applied to that cost as approved by the State. On or before April 1 of each year, the Consortium, with the concurrence of the Consortium's Member representatives as defined in Section 2.07 (Quorum; Required Votes; Approvals) of the JPA Agreement, will approve a schedule of Administrative Costs for the upcoming fiscal year (July 1 through June 30). The Consortium will give the County notice of the approved schedule within ten (10) days after such approval.

A. County hereby agrees to contribute to the Consortium its share of Administrative Costs, as determined by the Consortium, in advance pursuant to California Government Code section 6504.

B. County shall also contribute an amount equal to any penalties, fines, finance charges, interest or other costs that may result in the event County's tardy payment(s) result in insufficient funds to pay the Consortium's expenses when due.

**4.1.5.** If, during the term of this MOU, the County is unable to appropriate sufficient funds, or is otherwise unable to meet its financial obligations under this MOU, and there are no other legal procedures or available funds by or with which such obligations can be met, County shall have the right to terminate this MOU and withdraw its membership from the Consortium effective as of the end of that fiscal year by adoption of a resolution of withdrawal by County's Board of Supervisors, provided that a copy of said resolution has been served on all other Members by May 31 of that fiscal year, as provided for in Section 2.11 (Withdrawal of Member) of the JPA Agreement. Withdrawal under this subsection shall not relieve the County of any financial obligations or liabilities arising prior to the effective date of the withdrawal.

**4.1.6.** Section 17.1.1 of the "Amended and Restated Agreement for a California Statewide Automated Welfare System" between the Consortium and Accenture LLP provides as follows:

17.1.1 Consortium Member Demand for Indemnification

CONTRACTOR's obligation to indemnify CONSORTIUM Members shall only be exercised through the CONSORTIUM and upon written demand by the CONSORTIUM. Any demand for indemnification by a CONSORTIUM Member shall be tendered to the CONSORTIUM, which shall have the authority to make the demand for indemnification to CONTRACTOR. The obligation on CONSORTIUM Members to submit demands for indemnification to the CONSORTIUM rather than directly to the CONTRACTOR shall not apply to L A COUNTY so long as L A COUNTY remains the sole county utilizing the LRS System in actual production. Once a second county migrates into the LRS System and from that point forward, all indemnification claims must go through the CONSORTIUM.

County claims covered by this provision shall be referred to the Consortium's Executive Director for action in accordance with this provision. The Consortium will be entering into other vendor contracts on behalf of the Member counties and anticipates including comparable language in some or all of those contracts. County claims arising under those other contracts shall also be referred to the Consortium's Executive Director for action in accordance with the requirements set forth in those contracts.

**4.2. County Hardware and Software License Purchases.**

**4.2.1.** This section pertains to County hardware and software purchases initiated by the County, that enable the County to acquire Local Equipment and/or Software through the Consortium and to contribute to the cost of Central Equipment needed for County use. Any applicable terms, conditions, and limitations of any agreements that provide for such purchases shall remain applicable.

**4.2.2.** Unless otherwise agreed by the Executive Director or designee, the County will prepare and submit to the Consortium a change order to request a cost estimate for hardware and/or Software licenses and associated maintenance. This request will identify the number of units of hardware and/or Software licenses anticipated for each County Site. The request will specify any special needs or considerations for the items requested. These special needs may include, but are not limited to, monitor sizes, configurations, ergonomics, specialized software, or color printers. The request will also identify whether the County will install all, some, or none of the items requested and whether the County will provide any ongoing technical support that may be necessary.

**4.2.3.** Upon receiving a change order request from the County for hardware and/or Software licenses, the Consortium will forward the change order to the Primary Project Vendor for a cost estimate that will be provided in accordance with the procedures in the Consortium agreements with the Primary Project Vendor, including estimates with all appropriate costs for the items specified in the request as well as all other hardware and/or Software licenses and hardware maintenance that is necessary

to ensure compliance with Consortium specifications. Such other hardware may include, but is not limited to, network and Central Equipment, such as switches, routers, and servers. The Consortium Staff will forward the estimate to the appropriate County Staff following receipt of the estimate from the Primary Project Vendor Staff.

**4.2.4.** Once the applicable APD is approved, the County will be responsible for providing written approval, from the State, of the cost estimate to the Consortium. The Consortium will not take any steps to authorize the procurement of the hardware and/or Software licenses until such written authorization is provided. Any increases in the cost estimate must also be approved in writing by the County.

**4.2.5.** The Consortium Staff will authorize the purchase of the hardware and/or Software licenses after approval of the cost estimate from the Member. The Project Staff will ensure that the requested items are ordered in a timely manner and in compliance with the approved cost estimate.

**4.2.6.** All Local Equipment and hardware procured under this MOU will become County property unless otherwise agreed to by the Executive Director or designee and County. All software licenses which are purchased by Consortium for use with the System(s) shall be retained by the Consortium and County will be granted permission to use the software pursuant to such licenses, unless otherwise agreed to by the Executive Director or designee and County. County shall be responsible to Consortium for costs associated with acquisition of Software licenses required for County use which are purchased through the Consortium. The County will track and manage property in accordance with mutually agreed upon inventory and accounting practices and procedures identified in the System Operations and Support Plan ("SOSP"). If County and Consortium are unable to agree upon inventory and accounting practices and procedures, County shall track and manage property in accordance with its inventory and accounting practices and procedures. The Consortium shall provide operational support of all hardware in accordance with Consortium procedures and the County network model, unless otherwise agreed to by the Executive Director or designee and Member.

**4.2.7.** The County will be responsible for the installation of all electrical and Data cabling to support any necessary additional hardware at the County Site(s) unless otherwise agreed to by the Executive Director or designee. Electrical cabling will be installed in compliance with the County's current practices for such installations. Data cabling will be installed and tested per the standards identified in the SOSP. Data cabling test results will be provided to the Consortium for its review.

**4.2.8.** The County will be responsible for the costs associated with the ordering and installation of Data circuits between the local County Site(s) and the applicable Data centers, unless otherwise agreed to by the Executive Director or designee. The County will work with Primary Project Vendor Staff to ensure that the Data circuit is of appropriate bandwidth in accordance with Consortium specifications.

**4.2.9.** Following the receipt, installation, and acceptance of the hardware and/or Software licenses, the County will transfer to the Consortium an amount sufficient to satisfy the Consortium's actual expenditures for the hardware and/or Software licenses based on invoice documentation provided by the Consortium.

**4.3. Separate Services.**

**4.3.1.** The County may, at its sole discretion, prepare and submit to the Consortium a change order to request Separate Services to be performed by the Primary Project Vendor or other Project vendors. This request will identify the type(s) of Separate Services sought for each County Site and specify any special needs or considerations for the requested Separate Services. The Consortium, upon receiving a change order request, will forward the change order to the Primary Project Vendor or other Project vendors for a cost estimate, including estimates with all appropriate costs for the services specified in the request. The Consortium will also ensure that such services are appropriately related to the System(s). Any applicable terms, conditions, and limitations of any agreements that provide for such services shall remain applicable.

**4.3.2.** The County and the Consortium will ensure that such Separate Services are performed in a timely manner and in compliance with the cost estimate provided by the Primary Project Vendor or other Project vendors. The County will communicate with the Consortium regarding the progress of the Separate Services and any issues that may affect the Consortium or the System(s).

**4.4. Development of Procedures for Acceptance/Rejection of Deliverables.** The Parties agree to develop and implement procedures for the timely acceptance or rejection of Deliverables that may need to be reviewed by Member as necessary for the Project.

**4.5. Ownership of Accepted Deliverables.** The Parties agree that all rights, titles, and interests to Deliverables accepted by County pursuant to the procedures developed as called for under Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) shall not pass to County except as defined by this MOU or further agreed to in writing.

**4.6. Sharing of Business Records.** Notwithstanding Section 4.1 (Fiscal Responsibilities and Claiming), to ensure financial accountability of the Consortium and County the Parties agree to cooperate in the disclosure to the other Members of all business records (including, but not limited to, certified copies of records of all accounts, funds, and monies for the Project) except to the extent limited, restricted, or prohibited by law or applicable privilege.

**4.7. Access to Books and Records by Regulatory Agencies.** The Parties agree to maintain and make available for inspection sufficient records, files, and documentation that are not otherwise limited/restricted/prohibited by law or applicable

privilege, necessary in the case of audit by the State or federal agency, or other regulatory agency.

**4.8. Dispute Resolution.** The Parties agree that the resolution of any dispute between them related to Consortium business, whatsoever, shall be sought through the following procedures:

**4.8.1.** The Parties shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between the Party's staff with appropriate authority to resolve the disputes. When a dispute arises between the Consortium and the County that cannot be resolved in the normal course of business, the Executive Director and County Director will work in good faith to resolve the dispute. If the Executive Director and the County Director cannot resolve the disputed issue(s) within five (5) business days, the matter shall be escalated to the Board of Directors of the Consortium for resolution.

**4.9. No Alteration of JPA Agreement.** The Parties agree that entering into this MOU or performing as provided hereunder shall not in any way change the obligations, rights or authority of the Parties as set forth in the JPA Agreement establishing the Consortium between the counties. Should any provision of this MOU conflict with any provision of the JPA Agreement, the provision of the JPA Agreement shall prevail.

**4.10. Transfer of Impaired Devices.**

**4.10.1. Transfer of Impaired Devices.**

A. Transfer of Impaired Devices. County conveys, assigns, and transfers to Consortium, and Consortium hereby accepts from County, all rights, titles, and interests of County in and to all of the Impaired Devices on the terms and conditions set forth herein. County is responsible for removing all County-Purchased Software and Data prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby authorizes Consortium to remove any and all County-Purchased Software and Data if County is unable to remove prior to transfer.

B. Liability for Impaired Devices. Consortium shall be responsible for any liabilities or obligations associated with or related to the Impaired Devices that occur after the Impaired Device transfer date.

**4.10.2. Transfer Events.**

A. County to Consortium. The transfer of each Impaired Device from County to Consortium shall be effective on an ongoing basis, when Consortium and County execute an equipment transfer.

**4.10.3. Disclaimers of Representations and Warranties.**

A. County. COUNTY IS TRANSFERRING, ASSIGNING, AND CONVEYING THE IMPAIRED DEVICES ON AN "AS IS" BASIS TO CONSORTIUM. COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE IMPAIRED DEVICES AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE FOR THE IMPAIRED DEVICES, AS WELL AS ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE. COUNTY DOES NOT REPRESENT OR WARRANT THAT THE IMPAIRED DEVICES WILL MEET CONSORTIUM'S REQUIREMENTS, OR THAT THE IMPAIRED DEVICES WILL BE FREE FROM DEFECTS, DEFICIENCIES, PROBLEMS OR ERRORS.

THIS DISCLAIMER IS NOT INTENDED TO VOID ANY WARRANTIES THAT MAY BE AVAILABLE FROM THE MANUFACTURER OR SELLER OF THE IMPAIRED DEVICES, WHICH SHALL PASS TO THE CONSORTIUM AS APPROPRIATE.

B. Manufacturers' Warranties. The disclaimers in Section 4.10.3, above, notwithstanding each party assigns to the other party all of the manufacturer's warranties and indemnities relating to the Impaired Devices transferred pursuant to the provisions set forth herein. Such assignment shall take effect upon the applicable transfer date and is subject to all of the terms and conditions imposed by the manufacturers.

#### **4.10.4. Limitations of Liability and Exclusive Remedies.**

A. Limitations and Disclaimers of Liability. In no event shall County, Consortium, the Members comprising Consortium, or their contractors, agents, officers, directors, or employees be liable for any losses, expenses, claims or damages of any kind or nature including, but not limited to, direct, indirect, consequential, special or incidental damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business opportunity, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Impaired Devices, any breach of this property transfer by either party, or any other matter hereunder, even if a party has been advised of the possibility of such damages.

The waiver stated above only relates to matters covered by Section 10.4 (Transfer of Impaired Devices) and extends to any rights such person or entity may have under California Civil Code section 1542 (and other similar statutes and regulations). Section 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

B. Exclusive Remedy of Consortium. Consortium acknowledges that County is providing the Impaired Devices as required under applicable state policy and Consortium agrees that Consortium's sole and exclusive remedy for any inability to use an Impaired Device or any other matter under this property transfer shall be that Consortium shall pursue any remedy that has been transferred or assigned by County from the Impaired Device's manufacturer.

**4.10.5. Responsibility for Software Licenses.**

A. County. County is responsible for removing all County-Purchased Software prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby appoints Consortium as County's agent for the sole purpose of removing any County-Purchased Software contained on any and all Impaired Devices County transfers to Consortium, if County is unable to remove prior to transfer.

Subject to the provisions of Section 4.2.6 herein, County shall retain all rights and obligations associated with any license to County-Purchased Software contained on any and all Impaired Devices that County transfers to Consortium.

B. Consortium. Consortium shall, acting as agent of the County, remove any and all County-Purchased Software from Impaired Devices that Consortium receives from County, if County is unable to remove prior to transfer. Consortium shall not acquire any rights or obligations associated with any license to County-Purchased Software contained on any and all Impaired Devices that Consortium receives from County.

**4.10.6. Expenses.** Each party shall pay its own expenses and fees incidental to the preparation and execution of this property transfer and the obtaining of necessary approvals thereof, including fees and expenses of its counsel, accountants, and other experts.

**V. TERM/TERMINATION/MODIFICATIONS**

**5.1 Term.** This MOU shall commence on June 28, 2019 ("Effective Date") and shall remain in effect so long as the Member is a member of the Consortium, unless terminated as specified herein.

**5.2 Condition Precedent--State and Federal Funding.** The Parties agree that their respective obligations under this MOU are contingent upon state and federal financial participation in the Project and the Consortium. In the event that such funds are not forthcoming for any reason, either Party shall notify the other and shall have the right to terminate this MOU.

**5.3 Termination of Consortium or County's Consortium Membership.** This MOU shall immediately terminate upon the termination of the Consortium's Joint Powers Authority or County's membership in the Consortium's Joint Powers Authority.



**5.4 Debts and Liabilities Upon Termination**. Should this MOU terminate as provided herein, the debts, liabilities, and/or obligations of the Consortium shall remain those of the Consortium.

**5.5 Entire Agreement/Amendments**. This MOU constitutes the entire MOU between the Parties hereto with respect to the subject matter hereof and all prior or contemporaneous MOUs or other agreements of any kind or nature relating to the same shall be deemed merged herein. Except as provided herein, any modifications to, or termination of, this MOU must be in writing and signed by the Parties.

## **VI. MISCELLANEOUS PROVISIONS**

**6.1 Notices**. Written notices provided hereunder shall be sufficiently addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

***SIGNATURES ON FOLLOWING PAGES***

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: \_\_\_\_\_

**Consortium:**

CalSAWS Consortium

By:

\_\_\_\_\_

\_\_\_\_\_, Chair  
Board of Directors

Dated: \_\_\_\_\_

**County:**

County of Mono

By:

\_\_\_\_\_

John Peters, Chair  
Board of Supervisors

Approved As to Form  
Mono County Counsel

By:

  
\_\_\_\_\_

Stacey Simon

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

(Title)

Attest:

\_\_\_\_\_

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_

Mono County Risk Manager

Dated: 2/25/19

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MONO

Approved As to Form  
MONO COUNTY COUNSEL

By:

By:



\_\_\_\_\_  
John Peters, Chair  
Board of Supervisors

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

Date:

Date:


2/25/19

Attest:

By:

\_\_\_\_\_

APPROVED AS TO INSURANCE:

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

Dated: 2/25/19



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2019

**Departments: Behavioral Health**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robin Roberts

**SUBJECT** 2017-2020 Multi-Year Drug MediCal  
Amendment for Substance Use  
Disorder Services

**AGENDA DESCRIPTION:**

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

Proposed amendment to contract with Department of Health Care Services for Substance Use Disorder services.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

There is no impact to the Mono County General Fund. This contract amendment is for Fiscal Years 2017-2020; the maximum amount is \$534,000

**CONTACT NAME:** Robin Roberts

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Transmittal Letter DMC Contract Amendment</a>
<a href="#">Standard Agreement Amendment</a>
<a href="#">Exhit A, Attachment I A1 Program Specifications</a>
<a href="#">Exhibit B A1</a>
<a href="#">Exhibit D(F) Special Terms and Conditions</a>
<a href="#">Certification</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/27/2019 9:06 AM	County Administrative Office	Yes
2/26/2019 5:09 PM	County Counsel	Yes
2/28/2019 11:01 AM	Finance	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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**COUNTY OF MONO**

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

TO: Mono County Board of Supervisors  
FROM: Robin K. Roberts, Behavioral Health Director  
DATE: February 21, 2019

**SUBJECT:**

Proposed Amendment to the Multi-Year contract between California Department of Health Care Services and Mono County Behavioral Health to provide Substance Use Disorder Services and Drug MediCal. This contract is for Fiscal Years 2017-2018 through 2019-2020.

**RECOMMENDATION:**

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

**DISCUSSION:**

This is an Amendment to the standard contract for Substance Use Services with an addition for Mono County Behavioral Health (MCBH) to enter into contract for Drug MediCal (DMC) services

**FISCAL IMPACT:**

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

\$534,000 revenue over the duration of this contract for MCBH.

**SUBMITTED BY:**

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



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



GAVIN NEWSOM  
GOVERNOR

DATE: February 13, 2019

TO: Mono County Behavioral Health  
Contract # 17-941117 A01

SUBJECT: Transmittal of the Multi-Year Contract for Substance Use Disorder Services for  
Fiscal Years 2017-18 through 2019-20

Enclosed for signature is the multi-year Contract for Substance Use Disorder (SUD) services for Fiscal Year (FY) 2017-18 through FY 2019-20.

The Contract must be signed by the Contractor's appropriate designee and returned to the Department of Health Care Services (DHCS) by close of business April 13, 2019.

The requirements for processing the enclosed multi-year Contract include the following:

Obtain a resolution, approved board minutes, order, motion, or ordinance from your County Board of Supervisors, which specifically approves and authorizes execution of this Contract.

The individual authorized by the County Board of Supervisors (BOS) must sign four Standard Agreements (Form STD 213A). Please ensure that the printed name, title and address are correct. If they are not correct, please cross out and replace to the right side of the name and/or address (ensuring all written information is legible).

Return the following to DHCS: **\*\*Please do not staple any documents.\*\***

- One copy of resolution, approved board of minutes, order, motion, or ordinance (or authority documentation if signed by someone other than BOS).
- Four original signed STD 213As. Only an original wet signature will be accepted; signature stamps or seals are **not** an acceptable form of signature.
- Four copies of each of the following exhibits:
  - § Exhibit A, Attachment I A1 - Program Specifications
  - § Exhibit B A1 - Budget Detail and Payment Provisions
  - § Exhibit D(F), Special Terms and Conditions (26 pages) (rev 12/18)
- One original signed CCC 04/2017 (Contractor Certification Clauses)
- One original signed California Civil Rights Laws Certification

February 13, 2019

Send to either:

<b>Regular Mail</b>	<b>Overnight Mail</b>
Department of Health Care Services ATTN: Nancy Shinn SUD Program, Policy and Fiscal Division P.O. Box 997413, MS 2624 Sacramento, CA 95899-7413	Department of Health Care Services ATTN: Nancy Shinn SUD Program, Policy and Fiscal Division 1500 Capitol Avenue, MS 2624 Sacramento, CA 95814

Please retain a copy of the signed Standard Agreement and the documents, as outlined in the Standard Agreement (copies enclosed), as a temporary record until such time you receive a copy of the executed Contract.

Upon DHCS' receipt of the signed Standard Agreements and authority documentation (including all enclosed exhibits), the Contract will be processed and an original signed copy will be returned for your records with all related contractual documents.

This Contract will be valid and enforceable subject to authorization and appropriation of sufficient funds to DHCS' budget authority. If sufficient authorization and appropriation of funds to DHCS' budget authority is denied, a reduction of funds will be made to your Contract.

We appreciate working with you. If you have any questions, please contact Nancy Shinn at (916) 713 8554, or Robert Strom at (916) 713-8553.

Sincerely,

*Nancy Shinn*

Nancy Shinn, AGPA  
Program Support and Grants Management Branch  
SUD Program, Policy and Fiscal Division

Enclosures:

Standard Agreement (Form STD 213A)  
Exhibit A, Attachment I A1 - Program Specifications  
Exhibit B A1 - Budget Detail and Payment Provisions  
Exhibit D(F), Special Terms and Conditions (26 pages) (rev 12/18)  
CCC 04/2017 (Contractor Certification Clauses)  
California Civil Rights Laws Certification



STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213A\_DHCS (Rev. 03/18)

Check here if additional pages are added: 74 Page(s)

Agreement Number <b>17-94117</b>	Amendment Number <b>A01</b>
Registration Number:	

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



State Agency's Name <b>Department of Health Care Services</b>	(Also known as DHCS, CDHS, DHS or the State)
Contractor's Name <b>County of Mono</b>	(Also referred to as Contractor)
2. The term of this Agreement is: **July 1, 2017**  
through **June 30, 2020**
3. The maximum amount of this **\$ 534,000**  
Agreement after this amendment is: **Five Hundred Thirty-Four Thousand Dollars**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. The effective date of this amendment is the date approved by DHCS.
- II. **Purpose of amendment:** This amendment modifies the terms and conditions.
- III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

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

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

IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment I A1 – Program Specifications (32 page)

All references to Exhibit A, Attachment I – Program Specifications in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment I A1 – Program Specifications. Exhibit A, Attachment I – Program Specifications is hereby replaced in its entirety by the attached revised exhibit.

V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B A1 – Budget Detail and Payment Provisions (15 pages)

All references to Exhibit B – Budget Detail and Payment Provisions in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B A1 – Budget Detail and Payment Provisions. Exhibit B – Budget Detail and Payment Provisions is hereby replaced in its entirety by the attached revised exhibit.

VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit D(F), Special Terms and Conditions (26 pages) (rev 12/18)

Notwithstanding provision 4.g. which does not apply to this agreement.

All references to Exhibit D(F) – Special Terms and Conditions (rev 12/18) in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit D(F) – Special Terms and Conditions. Exhibit D(F) – Special Terms and Conditions is hereby replaced in its entirety by the attached revised exhibit with the revision date of 12/18.

VII. All other terms and conditions shall remain the same.

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

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

**Section 1: Formation and Purpose**

- A. This Exhibit A, Attachment I, Part I of the Contract is entered into by and between the Department of Health Care Services (DHCS) and the Contractor for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for Substance Use Disorder (SUD) treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare & Institution Code (hereinafter referred to as W&I Code), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.
- B. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I Code, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).
- C. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS.
- D. The objective of this Contract is to make SUD treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

**Section 2: Covered Services**

- A. Covered Services
  - 1. Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:
    - a) Outpatient Drug-Free Treatment
    - b) Narcotic Replacement Therapy
    - c) Naltrexone Treatment
    - d) Intensive Outpatient Treatment
    - e) Perinatal Residential Substance Abuse Services (excluding room and board)

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

2. In accordance with W&I Code, Section 14124.22, in addition to Narcotic Treatment Program (NTP) services, an NTP provider that is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions within the scope of the provider's practice, to Medi-Cal beneficiaries who are not enrolled in managed care plans. Medi-Cal beneficiaries enrolled in managed care plans shall be referred to those plans for receipt of medically necessary medical treatment of concurrent health conditions.

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

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

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

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

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Program Specifications**

B. Access to Services

1. Subject to DHCS provider enrollment certification requirements, Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC-certified providers. Such services shall not be limited due to budgetary constraints.
  - a) When a request for covered services is made by a beneficiary, Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
  - b) Contractor shall **ensure** ~~authorize~~ residential services **are provided** in accordance with the medical necessity criteria specified in Title 22, Section 51303, and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).
  - c) Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.
  - d) **The failure of the Contractor, or its subcontractors, to comply with Section 2 of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause.**

2. **Courtesy Dosing**

- a) **A Narcotic Treatment Program/Opioid Treatment Program (NTP/OTP) provider may provide replacement narcotic therapy to visiting beneficiaries approved to receive services on a temporary basis (less than 30 days) in accordance with Title 9, Section 10295. Prior to providing replacement narcotic therapy to a visiting beneficiary, an NTP/OTP provider must comply with Title 9, Section 10210(d).**
- b) **The Contractor shall accept, and reimburse, a claim from any subcontracted NTP/OTP provider (Referring NTP/OTP) that pays another NTP/OTP for providing courtesy dosing (Dosing NTP/OTP) to a beneficiary. The Contractor shall use the reimbursement rate established in the NTP/OTP provider's subcontract.**

- 2- **3.** Covered services, whether provided directly by the Contractor or through subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.

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Program Specifications**

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

**C. Payment for Services**

1. DHCS shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay Federal Financial Participation Funds (FFP) and State General Funds (SGF) to the Contractor, once DHCS receives FFP and SGF, for claims submitted by the Contractor. DHCS shall notify Contractor and allow Contractor an opportunity to comment to DHCS when questions are posed by Centers for Medicare and Medicaid Services (CMS), or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.
2. Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable Federal Medicaid reimbursements for any increase in provider DMC services to beneficiaries.
3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, at the discretion of DHCS, Contractor may be required to forfeit its county realignment funds pursuant to Government Code Section 30027.10 (a) through (d) from the Behavioral Health Subaccount that is set aside for DMC services and surrender its authority to function as the administrator of covered services in its service area.
4. Contractor shall require all subcontractors to comply with 45 CFR 162.410(a)(1) for any subpart that would be a covered health care provider if it were a separate legal entity. For purposes of this paragraph, a covered health care provider shall have the same definition as set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if Contractor is in compliance with federal regulations.

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

**A. DMC Certification and Enrollment**

1. DHCS will certify eligible providers to participate in the DMC program.
2. DHCS shall certify any county operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites.
3. The Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.

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4. Contractor shall require all the subcontracted providers of services to be licensed, registered, DMC certified, and/or approved in accordance with applicable laws and regulations. The Contractor's subcontracts shall require that providers comply with the following regulations and guidelines:
  - a) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
  - b) Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C)
  - c) Minimum Quality Treatment Standards, (Document 2F(a))
  - d) Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et. seq.
  - e) Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.

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

5. Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor must ensure that a new DMC certification application is submitted to PED reflecting the change.
6. Contractor is responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until approval is issued by DHCS. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application must be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
7. If, at any time, a subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS, the Contractor must notify DHCS Program Support and Grants Management Section by e-mail at [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within ~~two~~ **five** business days of learning of the revocation, suspension, modification, or non-renewal.
  - a) A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

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B. Continued Certification

1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years.
2. DHCS may allow the provider to continue delivering covered services to beneficiaries at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
3. DHCS will conduct recertification on-site visits at clinics for circumstances identified in W&I Code, Sections 14043.37, 14043.4, and 14043.7.

**Section 4: Monitoring**

A. State Monitoring

1. DHCS **Postservice Prepayment Monitoring Utilization Reviews (referred to as Drug Medi-Cal Monitoring (DMCM) Reviews)** and Financial Audits of Contractor.
  - a) DHCS shall monitor the Contractor's operations for compliance with the provisions of this Contract, and applicable federal and state law and regulations. Such monitoring activities shall include, but not be limited to, inspection and auditing of Contractor services, management systems and procedures, and books and records, as DHCS deems appropriate, at any time during the Contractor's or facility's normal business hours.
  - b) ~~When monitoring activities identify areas of non-compliance,~~ DHCS shall issue **DMCM** reports to the Contractor, **with a copy to the subcontracted DMC provider that provided the service,** detailing findings, recommendations, and **required** corrective actions. **The Contractor shall be responsible for ensuring their subcontracted providers and county-run program's deficiencies are remediated pursuant to Sections 4(2)(c)(i)(1 and 2) herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A), Paragraph (c), herein.**
  - i. **All deficiencies identified by the DMCM review shall be corrected and the Contractor shall submit a Contractor-approved Corrective Action Plan (CAP) to the DMCM Unit within 60 days of the date of the DMCM report.**
    - 1) **The CAP shall:**
      - a. **Address each demand for recovery and/or programmatic**



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deficiency

- b. Provide a specific description of how the deficiency shall be corrected
  - c. Specify the date of implementation of the corrective action
  - d. Identify who will be responsible for correction and who will be responsible for on-going compliance
- 2) DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontracted DMC provider that provided the service. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the provider.

The entity subcontracted DMC provider that provided the services shall submit an updated CAP to the DMCM Unit within 30 days of notification. If the subcontracted DMC provider that provided the services does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the entity that provided the services is in compliance with Exhibit A, Attachment I, Part I, Section 4(A)(2). DHCS shall inform the Contractor when funds will be withheld.

- c) Contractor must monitor and attest compliance and/or completion by providers with CAP requirements detailed in Section 4, Paragraph (A)(2)(c) of this Exhibit as required by any DMCM review. Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by the Contractor and/or the provider. Submission of DHCS Form 8049, as identified in this section, by Contractor must be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

2. **DHCS** Postservice Postpayment Utilization Reviews

- a) After the DMC services have been rendered and paid, DHCS shall conduct Postservice Postpayment (PSPP) Utilization Reviews of the subcontracted DMC providers to determine whether the DMC services were provided in accordance with Title 22, Section 51341.1. Any claimed DMC service may be reviewed for compliance with all applicable standards, regulations, and program coverage after services are rendered and the claim is paid.

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- b) DHCS shall issue the PSPP report to the Contractor with a copy to any subcontracted DMC provider. The Contractor shall be responsible for ensuring their subcontracted providers and county-run program's deficiencies are remediated pursuant to ~~Sections 1 and 2~~ **Section 4(A)(2)(c)(i)(1 and 2)** herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A), Paragraph 2(c), herein.
- c) DHCS shall take appropriate steps in accordance with Title 22, CCR, Section 51341.1, to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate. If programmatic or fiscal deficiencies are identified, the provider shall be required to submit a ~~Corrective Action Plan (CAP)~~ **CAP** to the Contractor for review and approval prior to submission to DHCS for final approval.
- i. Pursuant to Title 22, CCR, Section 51341.1(o), all deficiencies identified by the PSPP review, whether or not a recovery of funds results, shall be corrected and the **Contractor** ~~entity that provided the services~~ shall submit a Contractor-approved CAP to the PSPP Unit within 60 days of the date of the PSPP report.
- 1) The plan **CAP** shall:
- a. Address each demand for recovery of payment and/or programmatic deficiency
  - b. Provide a specific description of how the deficiency shall be corrected
  - c. Specify the date of implementation of the corrective action
  - d. Identify who will be responsible for correction and who will be responsible for ongoing compliance
- 2) DHCS will provide written approval of the CAP to the Contractor with a copy to the provider. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the provider. The entity that provided the services must submit an updated CAP to the DMC PSPP Unit within 30 days of notification.

If the entity that provided the services does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the entity that provided the services is in compliance with Exhibit A, Attachment I, Part I, Section 4(A)(2). DHCS shall inform the Contractor

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when funds will be withheld.

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

3. Training

- a) Contractor shall ensure subcontractors **complete** receive training on the requirements of Title 22 regulations and DMC program requirements at least annually from either DHCS's SUD Program, Policy and Fiscal Division (SUD PPF) or the Contractor. ~~Documented attendance of annual trainings offered by DHCS shall suffice to meet the requirements of this provision.~~ Contractor shall **provide documentation of attendance at the annual training** report-compliance to DHCS' e-mail address SUDCOUNTYREPORTS@dhcs.ca.gov annually as part of the DHCS Contractor monitoring process.
- b) Contractor may request additional technical assistance or training from SUD PPF on an ad hoc basis.

B. Contractor Monitoring

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

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include at least the following:

a) Compliance with state and federal law and regulations, including, but not limited to, ~~42 CFR 433.32~~, 42 CFR 433.51, 42 CFR 431.800 et. seq., 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 et. seq., 42 CFR 456 et. seq., 42 CFR 456.23, 22 CCR 51490, 22 CCR 51490.1, ~~22 CCR 51341.1~~, 22 CCR 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.320, 42 CFR 438.416, 42 CFR 438.10, and 42 CFR 438.206.

b) Contractor shall conduct, at least annually, a utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review must include an on-site visit of the service provider. Reports of the annual review shall be provided to DHCS's Performance **and Integrity** Management Branch at:

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

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

Review reports shall be provided to DHCS within two weeks of completion by the Contractor.

Technical assistance is available to counties from DHCS SUD PPFD.

c) Contractor shall ensure that Drug and Alcohol Treatment Access Report (DATAR) submissions, detailed in Part III, Paragraph E of this contract are complied with by all treatment providers and subcontracted treatment providers. Contractor shall attest that each subcontracted provider is enrolled in DATAR at the time of execution of the subcontract.

d) Contractor must monitor and attest compliance and/or completion by providers with CAP requirements detailed in Section 4, Paragraph (A)(2)(c) of this Exhibit as required by any PSPP review. Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by the Contractor and/or the provider. Submission of DHCS Form 8049, as identified in this section, by Contractor must be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

e) Contractor shall certify the DMC claims submitted to DHCS represent expenditures eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR 430.30, 433.32, and 433.51). Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from

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uncertified or decertified providers.

~~2. Training to DMC Subcontractors~~

- ~~a) Contractor shall ensure that all subcontractors receive training on the requirements of Title 22 regulations and DMC requirements at least annually. Documented attendance of any subcontracted provider at the annual trainings offered by DHCS (specified in Section 4, paragraph (A)(3) of this Contract) shall suffice to meet the requirements of this provision. Contractor shall report compliance with this section to DHCS annually as part of the DHCS County monitoring process.~~

2. Monthly Monitoring

- a) Contractor shall, check **on a monthly basis, monitor** the status of all providers monthly to ensure that they are continuing **they maintain active participation enrollment** in the DMC program. Any subcontracted provider that surrenders its certification or closes its facility must be reported by the Contractor to DHCS' **Provider Enrollment Division** at [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov), [DHCSDMCRECERT@dhcs.ca.gov](mailto:DHCSDMCRECERT@dhcs.ca.gov) within two **five** business days of notification or discovery.
- b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to DHCS' County Monitoring Unit **Provider Enrollment Division at** [DHCSDMCRECERT@dhcs.ca.gov](mailto:DHCSDMCRECERT@dhcs.ca.gov) within two **five** business days of notification or discovery.

3. Program Complaints

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

DMC Complaints are to be submitted to:  
Department of Health Care Services  
Substance Use Disorder Services  
P.O. Box 997413  
MS# 2601  
Sacramento, CA 95899-7413

Fax form to: (916) 440-5094  
Call the Hotline Phone Toll-Free: (800) 822-6222  
**Email to: [Fraud@dhcs.ca.gov](mailto:Fraud@dhcs.ca.gov)**

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

SUD Compliance Division:

Public Number: (916) 322-2911

Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at:

<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>.

- b) Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS's e-mail address by secure, encrypted e-mail to: [SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov) within two business days of completion.

#### 4. Record Retention

- a) Contractor shall include instructions on record retention in any subcontract with providers and mandate all providers to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code, Section 14124.1 and 42 CFR Section 433.32, and 22 CCR Section 51341.1.

#### 5. Subcontract Termination

- a) Contractor shall notify their assigned DHCS' County Monitoring Unit analyst **the Program Support and Grants Management Section by email at: [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov)** through e-mail of the termination of any contract with a certified subcontracted provider, and the basis for termination of the contract, within ~~two~~ **five** business days.

#### 6. Corrective Action Plan

- a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, DHCS may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP may result in a withholding of funds allocated to Contractor for the provision of services, and/or termination of this Contract for cause.
- b) Failure to comply with monitoring requirements shall result in:
  - i. DHCS shall issue a report to Contractor after conducting monitoring,

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

utilization, or fiscal auditing reviews of the Contractor. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. Contractor shall submit a CAP to DHCS within the timeframes required by DHCS.

- 1) The CAP shall include:
  - a. A statement of the deficiency
  - b. A list of action steps to be taken to correct the deficiency
  - c. Target date for implementation of each corrective action
  - d. Who will be responsible for correction and ongoing compliance
- ii. DHCS will provide written approval of the CAP to the Contractor. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
- iii. If the Contractor does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

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

A. Contractor acknowledges that if a DMC provider is under investigation by DHCS or any other state, local, or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and 42 CFR Section 455.23. Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

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

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**Part II - General**

A. Additional Contract Restrictions

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

B. Nullification of this Contract

The parties agree that if the Contractor fails to comply with the provisions of W&I Code Section 14124.24, all areas related to the DMC Treatment Program SUD services of this Contract shall be null and void.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

D. Noncompliance with Reporting Requirements

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

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

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

1. Trading Partner Requirements

- a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal HHS Transaction Standard Regulation (45 CFR 162.915 (a)).



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

2. Concurrence for Test Modifications to HHS Transaction Standards

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

3. Adequate Testing

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

4. Deficiencies

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

5. Code Set Retention

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

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log, which shall

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

### F. Counselor Certification

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

### G. Cultural and Linguistic Proficiency

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

### ~~F.~~ H. Trafficking Victims Protection Act of 2000

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

### ~~H.~~ I. Tribal Communities and Organizations

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

### J. Perinatal Practice Guidelines

**Contractor will follow the guidelines in Document 1G incorporated by this reference. "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until such**

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**time as new Perinatal Practice Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.**

† **K.** Youth Treatment Guidelines

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

‡ **L.** Nondiscrimination in Employment and Services

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

⋈ **M.** Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

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10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

**L. N.** State Law Requirements:

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

**M. O.** Additional Contract Restrictions

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

**N. P.** Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
  - a) Materials explaining services available to the public

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- b) Language assistance
- c) Language interpreter and translation services
- d) Video remote language interpreting services

**Q. Subcontract Provisions**

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

**R. Participation of County Behavioral Health Director's Association of California.**

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

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

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**Part III – Reporting Requirements**

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

**A. Year-End Cost Settlement Reports**

Pursuant to W&I Code, Section 14124.24 (g) (1), Contractor shall submit to DHCS, on November 1 of each year, the following year-end cost settlement documents, for itself and its subcontracted providers, by paper or electronic format, as prescribed by DHCS, ~~submission for the previous fiscal year:~~

1. Document 2P, County Certification Year-End Claim for Reimbursement
2. Document 2P(a), Drug Medi-Cal Provider Cost Report Excel Workbook

**B. Drug Medi-Cal Claims and Reports**

Contractors or providers that bill DHCS or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with DHCS's DMC Provider Billing Manual (Document 2G).

Contractors and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each client for each month of service prior to billing for DMC services to that client for that month. Medi-Cal eligibility verification ~~should~~ **shall** be performed prior to rendering service, in accordance with and as described in DHCS' DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS' DMC Provider Billing Manual.

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

1. Contractor shall submit the "Certified Expenditure" form, reflecting either: (1) the approved amount of the 837P claim file, after the claims have been adjudicated or (2) the claimed amount identified on the 837P claim file, which could account for both approved and denied claims. Contractor shall submit the SHCS Drug Medi-Cal Certification Form DHCS Form DHCS 100224A (Document 4D) to DHCS for each 837P transaction approved for reimbursement of the federal Medicaid funds.
2. DMC service claims shall be submitted electronically in a Health Insurance Portability and Accountability Act (HIPAA) compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

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3. The following forms shall be prepared as needed and retained by the provider for review by DHCS:
  - a) Multiple Billing Override Certification (MC 6700), Document 2K
  - b) Good Cause Certification (6065A), Document 2L(a)
  - c) Good Cause Certification (6065B), Document 2L(b)

In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within ~~30 days of the end of the month~~ **6 months of the date** of service shall be denied. The existence of good cause shall be determined by DHCS in accordance with Title 22, CCR, Sections 51008 and 51008.5.

4. Certified Public Expenditure County Administration

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

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

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

The CalOMS-Tx Business Rules and Requirements are:

1. Contractor shall contract with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. A Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
2. Contractor shall conduct information technology (IT) systems testing and pass

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DHCS certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass DHCS re-certification prior to submitting data from a new or modified system.

3. Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.
4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.
5. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.
6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.
7. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.
8. Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.
9. Contractor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions and Exhibit F, Attachment I – Social Security Administration Agreement.

### D. CalOMS-Tx General Information

1. If the Contractor experiences system or service failure or other extraordinary circumstances **of CalOMS-Tx** that affects its ability to ~~timely~~ submit **timely** CalOMS-Tx data, ~~and or meet other CalOMS-Tx data compliance requirements,~~ **the Contractor shall report the problem in writing by secure, encrypted email to DHCS at: by e-mail at [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov) before the established data submission deadlines.**
2. **If the Contractor is unable to submit CalOMS-Tx data due to system or service failure or other extraordinary circumstance, written notice shall be submitted prior to the data submission deadline at: [SUDcalomssupport@dhcs.ca.gov](mailto:SUDcalomssupport@dhcs.ca.gov).**  
The written notice shall include a remediation plan that is subject to review and



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approval by DHCS. DHCS may, at its sole discretion, grant a grace period of up to 60 days for the Contractor to resolve the problem.

2. ~~3.~~ If DHCS experiences system or service failure, an extension equal to the number of business days will be granted for Contractor data submission.
3. ~~4.~~ Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.
4. ~~5.~~ If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

### E. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

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

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

2. Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services **providers** and/or by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.
3. **The Contractor shall ensure that treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to [DHCSOWPS@dhcs.ca.gov](mailto:DHCSOWPS@dhcs.ca.gov) within seven days of reaching capacity.**
3. ~~4.~~ Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.
4. ~~5.~~ If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing by secure, **a securely** encrypted email to: DHCS by e-mail at [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov) before the established data submission deadlines. The written notice shall include a ~~corrective action plan~~ **CAP** that is subject to

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review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before DMC payments are withheld (See Exhibit B, Part II, Section 2).

5. 6. If DHCS experiences system or service failure, no penalties will be assessed to Contractor for late data submission.

6. 7. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

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

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

2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

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**Part IV – Definitions**

**Section 1 - General Definitions**

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

- A. **“Available Capacity”** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.
- B. **“Contractor”** means the county identified in the Standard Agreement or authorized by the County Board of Supervisors to administer SUD programs.
- C. **“Corrective Action Plan” (CAP)** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- D. **“County”** means the county in which the Contractor physically provides covered SUD treatment services.
- E. **“County Realignment Funds”** means Behavioral Health Subaccount funds received by the County as per Government Code Section 30025.
- F. **“Days”** means calendar days, unless otherwise specified.
- G. **“Dedicated Capacity” means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide services to persons eligible for Contractor’s services.**
- G. **H.** **“Final Settlement”** means permanent settlement of the Contractor’s actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the DHCS. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.
- H. **I.** **“Interim Settlement”** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor’s year-end cost settlement report.
- I. **J.** **“Key points of contact”** means common points of access to substance use treatment services from the county, including but not limited to the county’s beneficiary problem resolution process, county owned or operated or contract hospitals, and any other central access locations established by the county.

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- J. **K. “Maximum Payable”** means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I.
- K. **L. “Modality”** means those necessary overall general service activities to provide SUD services as described in Division 10.5 of the HSC.
- L. **M. “Performance”** means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of substance use services hereunder.
- M. **N. “Revenue”** means Contractor’s income from sources other than DHCS allocation.
- N. **O. “Service Area”** means the geographical area under Contractor’s jurisdiction.
- O. **P. “Service Element”** is the specific type of service performed within the more general service modalities.
- P. **Q. “State”** means the Department of Health Care Services or DHCS.
- Q. **R. “Utilization”** means the total actual units of service used by clients and participants.

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

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

- A. “Administrative Costs”** means the Contractor’s actual direct costs, as recorded in the Contractor’s financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor’s overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller’s Office Handbook of Cost Plan Procedures.
- B. “Authorization”** is the approval process for DMC Services prior to the submission of a DMC claim.
- C. “Beneficiary”** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders IV (DSM)", or DSM V criteria; and (d) meets the admission criteria to receive DMC covered services.

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- D. “Certified Provider”** means a SUD clinic location that has received certification to be reimbursed as a DMC clinic by the DHCS to provide services as described in Title 22, California Code of Regulations, Section 51341.1.
- E. “Covered Services”** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act, Title 22 Section 51341.1, W&I Code, Section 14124.24, and California's Medicaid State Plan.
- F. “Direct Provider Contract”** means a contract established between the DHCS and a DMC certified provider entered into pursuant to this Agreement for the provision of DMC services.
- G. “Drug Medi-Cal Program”** means the state system wherein beneficiaries receive covered services from DMC-certified SUD treatment providers.
- H. “Drug Medi-Cal Termination of Certification”** means the provider is no longer certified to participate in the DMC program upon DHCS issuance of a DMC certification termination notice.
- I. “Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)”** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.
- J. “Federal Financial Participation (FFP)”** means the share of Federal Medicaid funds for reimbursement of DMC services.
- K. “Medical Necessity”** means those substance use treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury or in the case of EPSDT services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.
- L. “Minor Consent DMC Services”** are those covered services that, pursuant to Family Code Section 6929, may be provided to persons 12-20 years old without parental consent.
- M. “Narcotic Treatment Program”** means an outpatient clinic licensed by DHCS to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.
- N. “Payment Suspension”** means the DMC certified provider has been issued a notice pursuant to W&I Code, Section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

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- O. “Perinatal DMC Services”** means covered services as well as mother/child habilitative and rehabilitative services, services access (i.e., provision or arrangement of transportation to and from medically necessary treatment), education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant, and coordination of ancillary services (Title 22, Section 51341.1(c) (4)).
- P. “Postpartum,”** as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.
- Q. “Postservice Postpayment (PSPP) Utilization Review”** means the review for program compliance and medical necessity conducted by DHCS after service was rendered and paid. DHCS may recover prior payments of federal and DHCS funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (CCR, Title 22, Section 51341.1 (k)).
- R. “Postservice Prepayment Utilization Review” (referred to as Drug Medi-Cal Monitoring (DMCM) Review)” means the review for program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (CCR, Title 22, Section 51159(b).**
- ~~R.~~ **S.** “**Projected Units of Service**” means the number of reimbursable DMC units of service, based on historical data and current capacity, the Contractor expects to provide on an annual basis.
- ~~S.~~ **T.** “**Provider Certification**” means the provider must be certified by the Provider Enrollment Division of DHCS in order to participate in the Medi-Cal program.
- ~~T.~~ **U.** “**Provider of DMC Services**” means any person or entity that provides direct substance use treatment services and has been certified by the DHCS in accordance with CCR, Title 22, Section 51000.30-Medi-Cal Provider Application for Enrollment, Continued Enrollment, or Enrollment at a New, Additional, or Change in Location.
- ~~U.~~ **V.** “**Re-certification**” means the process by which the DMC certified clinic program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed in through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.
- ~~V.~~ **W.** “**Statewide Maximum Allowances (SMA)**” means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. While the rates are approved by DHCS, they are subject to change through the regulation process. The SMA for FY 2017-18 is listed in the “Unit of Service” table in Exhibit B, Part 2, Section 2.

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- ~~W.~~ X. **“Subcontract”** means an agreement between the Contractor and its subcontractors. A subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/client services.
- ~~X.~~ Y. **“Subcontractor”** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor’s obligations under the terms of this Exhibit A, Attachment I.
- ~~Y.~~ Z. **“Temporary Suspension”** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code, Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

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**DOCUMENTS INCORPORATED BY REFERENCE**

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

**All DMC documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:**  
**<https://www.dhcs.ca.gov/provgovpart/Pages/DMC-Contracts.aspx>**

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

**Document 1G: Perinatal Practice Guidelines FY 2018-19**

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

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

Document 1P: Alcohol and/or Other Drug Program Certification Standards  
(March 15, 2004 **May 1, 2017**)

[http://www.dhcs.ca.gov/provgovpart/Pages/Facility\\_Certification.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx)

Document 1V: Youth Treatment Guidelines

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

Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995

Document 2C: Title 22, California Code of Regulations

<http://ccr.oal.ca.gov>

Document 2F(a): Minimum Quality **Drug** Treatment Standards for DMC

Document 2G: Drug Medi-Cal Billing Manual

[http://www.dhcs.ca.gov/formsandpubs/Documents/DMC\\_Billing\\_Manual\\_2017\\_Final.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/DMC_Billing_Manual_2017_Final.pdf)

Document 2K: Multiple Billing Override Certification (MC 6700)



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

- Document 2L(a): Good Cause Certification (6065A)
- Document 2L(b): Good Cause Certification (6065B)
- Document 2P: County Certification - Cost Report Year-End Claim for Reimbursement
- Document 2P(a): Drug Medi-Cal Provider Cost Report Excel Workbook
- Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs  
<https://govt.westlaw.com/calregs/Search/Index>
- Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors  
<https://govt.westlaw.com/calregs/Search/Index>
- Document 3J: CalOMS Treatment Data Collection Guide  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_Tx\\_Data\\_Collection\\_Guide\\_JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)
- Document 3S: CalOMS Treatment Data Compliance Standards  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_Data\\_Compliance%20Standards%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Data_Compliance%20Standards%202014.pdf)
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
- Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards  
<http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlID=53>
- Document 4A: Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 100186 with Instructions

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

- Document 4B: Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 100187 with Instructions
- Document 4D: Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
- Document 4E: Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
- Document 4F: Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
- Document 5A: Confidentiality Agreement

**Exhibit B A1**  
**Budget Detail and Payment Provisions**

**Part I – General Fiscal Provisions**

**Section 1 – General Fiscal Provisions**

A. Fiscal Provisions

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

B. Use of State General Funds

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

C. Funding Authorization

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

D. Availability of Funds

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

E. Subcontractor Funding Limitations

Contractor shall reimburse its subcontractors that receive a combination of DMC funding and other federal or county realignment funding for the same service element and location based on the subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or of the Social Security Act, Section 51516.1 of California Code of Regulations Title 22, and the Medicaid state plan. Payments at negotiated rates shall be settled to actual cost at year-end.

F. Budget Contingency Clause

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

**Exhibit B A1  
Budget Detail and Payment Provisions**

considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.

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

**G. Expense Allowability / Fiscal Documentation**

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable contract costs.
2. Contractor shall maintain for review and audit, and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Contract to permit a determination of expense allowability.
3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
4. Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to Title 22, CCR Section 51458.1.

H. Effective from the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this contract, Contractor's performance of any additional legal requirements, including, but not limited, to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

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

**A. Return of Unexpended Funds**

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

**Exhibit B A1**  
**Budget Detail and Payment Provisions**

B. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to DHCS by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, DHCS solely has the option to void this Contract or to amend the Contract to reflect any reduction of funds.

C. Exemptions

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

D. Allowable costs

Allowable costs, as used in Section 51516.1 of California Code of Regulations (CCR) Title 22 shall be determined in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter B, Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or [www.cms.hhs.gov](http://www.cms.hhs.gov).

In accordance with Welfare and Institutions (W&I) Code, Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for DMC administrative activities.

**Exhibit B A1**  
**Budget Detail and Payment Provisions**

**Part II – Reimbursements**

**Section 1. General Reimbursement**

A. Prompt Payment Clause

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

B. Amounts Payable

1. The amount payable under this Contract shall not exceed the amount identified on the State of California Standard Agreement form STD 213\_DHCS (Rev. 06/16).
2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by ~~under this Contract Section, within this Exhibit,~~ are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by DHCS for that fiscal year. Changes to allocated funds will require written amendment to the Contract.
4. For each fiscal year, DHCS may settle costs for services to the Contractor and its subcontractors based on each fiscal year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to **this** ~~the approved single State/County Contract.~~

**Section 2. Drug Medi-Cal**

- A. To the extent that the Contractor provides the covered services in a satisfactory manner in accordance with the terms and conditions of this Contract, DHCS agrees to pay the Contractor Federal Medicaid funds according to Exhibit A, Attachment I, Part III. Subject to the availability of such funds, Contractor shall receive Federal Medicaid funds and/or State General Funds for allowable expenditures as established by the Federal Government and approved by DHCS, for the cost of services rendered to beneficiaries.
- B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I, Part I, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act, the W&I Code, the HSC, California's Medicaid State Plan, and Title 22, CCR, Sections 51341.1, 51490.1, 51516.1, and 51532.

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**Budget Detail and Payment Provisions**

- C. It is understood and agreed that failure by the Contractor or its subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for DHCS to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its subcontractor from DMC program participation. If DHCS or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to DHCS the Federal Medicaid funds and/or State General Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).
- D. Before such denial, recoupment, or disallowances are made, DHCS shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor 60 days to submit additional information before the proposed action is taken, as required in Title 22, Section 51047(a). This requirement does not apply to the DMC ~~Post Service Post Payment~~ **Postservice Postpayment** Utilization Reviews.
- E. DHCS shall refund to the Contractor any recovered Federal DMC overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22, CCR, Section 51047(e).
- F. Contractor shall be reimbursed by DHCS on the basis of its actual net reimbursable cost, not to exceed the unit of service maximum rate.
- G. Claims submitted to the Contractor by a subcontracted provider that is not certified or whose certification has been suspended pursuant to the W&I Code section 14107.11 and 42 CFR 455.23, shall not be certified or processed for federal or state reimbursement by the Contractor. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.
- H. In the event a contract amendment is required pursuant to the preceding paragraph, Contractor shall submit to DHCS information as identified in Exhibit E, Section 1(D). To the extent the Contractor is notified of DHCS Budget Act allocation prior to the execution of the Contract, DHCS and the Contractor may agree to amend the contract after the issuance of the first revised allocation.
- I. Reimbursement for covered services, other than Narcotic Treatment Program (NTP) services, shall be limited to the lower of:
1. The provider's usual and customary charges to the general public for the same or similar services.
  2. The provider's actual allowable costs.
  3. The DMC Statewide Maximum Allowance (SMA) for the modality.

**Exhibit B A1**  
**Budget Detail and Payment Provisions**

- J. Reimbursement to NTP's shall be limited to the lower of either the Uniform Statewide Daily Reimbursement (USDR) rate, pursuant to W&I Code Section 14021.51(h), or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public for the purpose of this section. (W&I Code Section 14021.51(h)(2)(A)).
- K. DHCS shall reimburse the Contractor the State General Funds and/or Federal Medicaid amount of the approved DMC claims and documents submitted in accordance with Exhibit A, Attachment I, Part III.
- L. DHCS will adjust subsequent reimbursements to the Contractor to actual allowable costs. Actual allowable costs are defined in the Medicare Provider Reimbursement Manual (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or [www.cms.hhs.gov](http://www.cms.hhs.gov).
- M. Contractors and subcontractors must accept, as payment in full, the amounts paid by DHCS in accordance with Title 22, CCR, Section 51516.1, plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the client. However, Contractors and subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and subcontractors may not demand any additional payment from DHCS, client, or other third party payers.

**Section 3. Drug Medi-Cal Direct Provider Contracts**

- A. Pursuant to W&I Code 14124.21, DHCS shall contract **directly** with qualified DMC providers within the **Contractor's** county **as necessary to ensure beneficiary access to DMC services** ~~when a county does not contract to operate DMC services, in whole or in part.~~
- B. DHCS will invoice the County for the county realignment share of approved DMC claims received by DHCS from DHCS's direct contractor providers. The County shall reimburse DHCS for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If the County does not reimburse DHCS within 30 days of receipt of the invoice, DHCS may offset the amount owed from any other funding owed to the County by DHCS or any other State agency. The parties acknowledge that DHCS's direct contractor providers shall be responsible for repayment of any disallowed claims. However, in no event shall DHCS be liable for Medicaid reimbursement for any disallowed claims.



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1. Any Contractor contracting with DHCS for the provision of services through NTP providers may receive reimbursement of the NTP administrative rate.
2. As a result of the direct contract provider's settled cost report, any County Realignment funds owed to the direct contract provider will be handled through an invoice process to the Contractor. Additionally, as a result of the direct contract provider's settled cost report, any County Realignment funds owed to DHCS will be returned to the Contractor.

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**Budget Detail and Payment Provisions**

**Part III - Financial Audit Requirements**

**Section 1. General Fiscal Audit Requirements**

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

**Exhibit B A1**  
**Budget Detail and Payment Provisions**

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

- A. In addition to the audit requirements set forth in Exhibit D(F), DHCS may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:
1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations.
  2. To ensure that only the cost of allowable DMC activities are included in reported costs.
  3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or [www.cms.hhs.gov](http://www.cms.hhs.gov), for comparison to the DMC cost per unit.
  4. To review documentation of units of service and determine the final number of approved units of service.
  5. To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC reimbursement.
  6. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.
- B. In addition to the audit requirements set forth in Exhibit D(F), DHCS may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC cost per unit. In addition, these audits will include, but not be limited to:
1. For those NTP providers required to submit a cost report pursuant to W&I Code Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC and other funding sources.
  2. A review of actual costs incurred for comparison to services claimed.
  3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately.

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4. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance.
  5. Computation of final settlement based on the lower of Uniform Statewide Daily Reimbursement Rate or the provider's usual and customary charge to the general public.
  6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.
- C. Contractor shall be responsible for any disallowances taken by the Federal Government, DHCS, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.
- D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within six months from the date of the plan.
- E. Contractor, in coordination with DHCS, shall provide follow-up on all significant findings in the audit report, including findings relating to a subcontractor, and submit the results to DHCS.

If differences cannot be resolved between DHCS and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the Title 22, Section 51341.1(q). When a financial audit is conducted by the Federal Government, DHCS, or the Bureau of State Audits directly with a subcontractor of the Contractor, and if the subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the subcontractor's request, request an appeal to DHCS in accordance with Title 22, Section 51341.1(q). Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

- F. Providers of DMC services shall, upon request, make available to DHCS their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22, Section 51516.1. These records include, but are not limited to, matters pertaining to:
1. Provider ownership, organization, and operation

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2. Fiscal, medical, and other recordkeeping systems
  3. Federal income tax status
  4. Asset acquisition, lease, sale, or other action
  5. Franchise or management arrangements
  6. Patient service charge schedules
  7. Costs of operation
  8. Cost allocation methodology
  9. Amounts of income received by source and purpose
  10. Flow of funds and working capital
- G. Contractor shall retain records of utilization review activities required in Exhibit A, Attachment I Part I, Section 4(B) herein for a minimum of ~~three~~ten years.

**Part IV – Records**

**Section 1. General Provisions**

A. Maintenance of Records

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

1. Contractor and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.
2. Contractor and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.

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3. Accounting records and supporting documents shall be retained for a ~~three~~ten-year period from the date the year-end cost settlement report was approved by DHCS for interim settlement. When an audit by the Federal Government, DHCS, or the California State Auditor has been started before the expiration of the ~~three~~ten-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within ~~three~~ten years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all subcontractors comply with the requirements of Exhibit A, Attachment I, Part I, Section 3.
6. Should a subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

The Contractor shall retain all records required by W&I Code Section 14124.1, ~~42 CFR 433.32,~~ and ~~22 CCR 51341.4~~ for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

**B. Dispute Resolution Process**

1. In the event of a dispute under this Exhibit A, Attachment I, Part I, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to DHCS before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the

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dispute will be resolved.

2. As stated in Part III, Section 2, of this Exhibit, in the event of a dispute over financial audit findings between DHCS and the Contractor, Contractor may appeal the audit in accordance with Title 22, CCR, Section 51341.1(q). When a financial audit by the Federal Government, DHCS, or the California State Auditor is conducted directly with a subcontractor of the Contractor, and if the subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the subcontractor's request, request an appeal to DHCS in accordance with Title 22, Section 51341.1(q). Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.
3. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.
4. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by DHCS during prospective contract negotiations.

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

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

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS		Perinatal Rate Per UOS	
		<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 17/18</u>	<u>FY 18/19</u>
NTP-Methadone Dosing	Daily	\$13.11	<b><u>\$13.54</u></b>	\$14.11	<b><u>\$14.58</u></b>
NTP - Individual Counseling (*)	One 10-minute increment	\$15.37	<b><u>\$15.88</u></b>	\$16.39	<b><u>\$16.39</u></b>
NTP - Group Counseling (*)	One 10-minute increment	\$3.43	<b><u>\$3.43</u></b>	\$4.28	<b><u>\$4.28</u></b>

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

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



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

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS		Perinatal Rate Per UOS	
		FY 17/18	FY 18/19	FY 17/18	FY 18/19
Intensive Outpatient Treatment	Face-to-Face Visit	\$58.53	<b><u>\$58.53</u></b>	\$84.43	<b><u>\$87.21</u></b>
Naltrexone Treatment	Face-to-Face Visit	\$19.06	<b><u>\$19.06</u></b>	NA	<b><u>NA</u></b>
Outpatient Drug Free	Face-to Face Visit – Individual (per person)	\$76.91	<b><u>\$79.44</u></b>	\$81.93	<b><u>\$81.93</u></b>
	Face-to-Face Visit – Group (per person)	\$30.89	<b><u>\$30.89</u></b>	\$38.56	<b><u>\$38.56</u></b>
Perinatal Residential **	Daily – Residential Day	NA	<b><u>NA</u></b>	\$90.14	<b><u>\$90.14</u></b>

**\*\* Residential Substance Abuse Services for EPSDT eligible beneficiaries will be reimbursed at the Perinatal Residential DMC rate, excluding room and board.**

**Special Terms and Conditions**

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

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

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

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

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

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## 1. Federal Equal Opportunity Requirements

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

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

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

## 3. Procurement Rules

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

### a. Equipment/Property definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
  - (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

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

**g. Motor Vehicles**

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

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

**Automobile Liability Insurance**

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

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

## 5. Subcontract Requirements

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

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



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

## 6. Income Restrictions

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

## 7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

## 8. Site Inspection

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

## 9. Federal Contract Funds

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

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

## 10. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

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

**d. Patent Rights**

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

**e. Third-Party Intellectual Property**

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

**f. Warranties**

(1) Contractor represents and warrants that:

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

- (2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.
- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

**h. Federal Funding**

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

**i. Survival**

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

**11. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

**12. Prior Approval of Training Seminars, Workshops or Conferences**

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

**13. Confidentiality of Information**

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

**14. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or

agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

## 15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) **If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year,



**and/or**

- (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement***, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
- (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards***, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
  - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

#### **17. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

**18. Novation Requirements**

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

**19. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; ~~or~~ commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**20. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**21. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**22. Payment Withholds**

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

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

**23. Performance Evaluation**

(Not applicable to grant agreements.)

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

**24. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**25. Four-Digit Date Compliance**

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

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

**26. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**27. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**29. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

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

(Applicable only to nonprofit organizations.)

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

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

## f. Earned/Accrued Compensation

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

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

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

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

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

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

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

**31. Suspension or Stop Work Notification**

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

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

### **32. Public Communications**

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

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

### **33. Lobbying Restrictions and Disclosure Certification**

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

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



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

b. Prohibition

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

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

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

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

California Department of Health Care Services

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

Attachment 2

**CERTIFICATION REGARDING LOBBYING**

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

Approved by OMB  
0348-0046

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

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

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

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

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

**CCC 04/2017**

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> <i>County of Mono</i>		<i>Federal ID Number</i> <i>95-6005661</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <i>Robin K. Roberts, MFT, Director, Mono County Behavioral Health</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> <i>Mono</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 21010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

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

### CERTIFICATION

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2019

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT** Workforce Development Budget  
Amendment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Workforce Development Budget Amendment to correct omission from midyear budget by increasing expenditures equal to revenue that was approved. Recommended Action: Approve budget amendment to increase expenditures in Workforce Development budget to increase

**RECOMMENDED ACTION:**

Approve budget amendment to increase expenditures in Workforce Development budget to increase Contract Services by \$100,000 and increase Special Department expense by \$100,000. (4/5ths vote required)

**FISCAL IMPACT:**

None, revenue was approved during midyear budget amendment. This appropriates the corresponding expenditures.

**CONTACT NAME:** Leslie Chapman

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Staff Report</a></p>
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**History**

Time	Who	Approval
2/28/2019 9:17 AM	County Administrative Office	Yes
2/28/2019 11:16 AM	County Counsel	Yes

2/28/2019 10:53 AM

Finance

Yes



# County of Mono

## County Administrative Office

**Dave Butters**

Human Resources Director

**Leslie L. Chapman**

County Administrative Officer

**Jay Sloane**

Risk Manager

February 8, 2019

**To:** Honorable Board of Supervisors

**From:** Leslie Chapman, CAO

**Re:** Workforce Development Budget Amendment to correct omission from midyear budget by increasing expenditures equal to revenue that was approved.

**Recommended Action:** Approve budget amendment to increase expenditures in Workforce Development budget to increase Contract Services by \$100,000 and increase Special Department expense by \$100,000. (4/5ths vote required)

**Fiscal Impact:** None, revenue was approved during midyear budget amendment. This appropriates the corresponding expenditures.

**Discussion:** During the midyear budget amendment, revenues in the amount of \$200,000 were moved from the Risk Management fund into a new Workforce Development fund, but the corresponding expenditures were not appropriated. The \$200,000 represents discretionary insurance rebates that have been received over the last few years. Since the proceeds are discretionary, they were moved to a new fund to be used only for workforce development. Some examples are leadership and other trainings or wellness events that support the Mono County Strategic Priority, "Support the County Workforce." The whole appropriation is not expected to be expended in the current fiscal year, and the balance will be re-appropriated during the 2019-20 fiscal year.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2019

**TIME REQUIRED**

**SUBJECT**

Federal Energy Regulatory  
Commission (FERC) Letter to  
Southern California Edison (SCE) -  
Environmental Inspection Follow-Up  
Items

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

A letter from FERC to SCE in response to SCE's September 25, 2018 letter regarding the status of various follow-up items from FERC's August 20-22, 2018 environmental inspection of the Lee Vining, Rush Creek, Lundy, and Bishop Creek Projects.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL: /**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[Letter](#)

### History

Time	Who	Approval
2/27/2019 9:08 AM	County Administrative Office	Yes
2/26/2019 2:26 PM	County Counsel	Yes
2/28/2019 10:51 AM	Finance	Yes

FEDERAL ENERGY REGULATORY COMMISSION  
Washington, D. C. 20426

OFFICE OF ENERGY PROJECTS

Project Nos. 1388-000, 1389-000, 1390-000, 1394-000  
Lee Vining, Rush Creek, Lundy, and  
Bishop Creek Projects  
Southern California Edison Company

**February 12, 2019**

Mr. Wayne P. Allen  
Principal Manager  
Southern California Edison  
1515 Walnut Grove Avenue  
Rosemead, CA 91770

**Subject: Environmental Inspection Follow-up Items**

Dear Mr. Allen:

This is in response to your September 25, 2018 letter regarding the status of various follow-up items from the Commission's August 20-22, 2018 environmental inspection of the Lee Vining, Rush Creek, Lundy, and Bishop Creek Projects (FERC Nos. 1388, 1389, 1390, 1394). The follow-up items, and our response to each item is separated below by each individual project. Unless otherwise noted below, please file a response to the remaining items with the Commission Secretary and within the requisite timeframes, as discussed below.

Lee Vining Project No. 1388

- You reported that you would finalize the streamflow gaging revisions to U.S. Forest Service (FS) 4(e) Condition Nos. 4 and 5 by July 1, 2019, and file a subsequent request to amend license Article 404 by October 15, 2019. Your proposed timeline is acceptable, and we will anticipate your amendment request by the aforementioned date.
- You proposed to repair the damaged railing along the crest of Saddlebag Dam by August 31, 2019. Given that there is adequate temporary railing in place along damaged portion of the railing, your repair schedule is acceptable. Please provide documentation once the railing has been repaired.

Rush Creek Project No. 1389

- Thank you for the update regarding the removal of the temporary generators at Rush Meadows Dam.
- Thank you for installing the secondary containment threshold on the annex door at the Rush Creek Powerhouse.

Lundy Project No. 1390

- Thank you for filing the 8-year flow monitoring report required under license Article 404. The report was filed on September 6, 2018. The report is currently under review and will be addressed under separate cover.
- You reported that you would coordinate with Mono County to ensure assessment and repair of the damaged picnic tables at Lundy Campground by August 31, 2019. Unfortunately, resolution of this matter by late August would occur well after the start of the recreation season.<sup>1</sup> Please accelerate your efforts to ensure that these facilities are repaired by the beginning of the recreation season and report back by May 30, 2019 on the resolution of this matter.

Bishop Creek Project No. 1394

- Thank you for sealing the battery containment threshold at Plant No. 5.
- Thank you for installing the secondary containment threshold barriers at the roll-up shop door and the door near Unit No. 2 at Plant No. 5.
- Thank you also for reinstalling the secondary containment threshold near the two roll-up doors at Plant No. 4.
- At the South Fork Diversion Dam, you proposed to provide a plan and schedule for permanent streamflow gaging by May 1, 2019, due to the loss of the previously installed acoustic velocity meter. While we recognize it may take considerable time to acquire, install, and calibrate a new streamflow gaging system, your proposal to merely file a plan and schedule for installation of new equipment more than seven months after our request is unreasonable. Therefore, within 30 days of the date of this letter, please file a plan and schedule for installation and returning the approved AVM to functionality, or for providing a permanent alternate streamflow gaging system. Please note that the plan and schedule may be conceptual in nature, but should contain firm schedule for replacement. Otherwise, please indicate what alternate means of streamflow gaging will be provided at the site. Please also note that any alternate form of gaging other than

---

<sup>1</sup> Mono County indicates that the site is typically open in mid-April. See: <https://monocounty.ca.gov/facilities/page/lundy-canyon-campground> (accessed February 11, 2019).

that established in your streamflow gaging plan will require that you file a request to amend the aforementioned plan.

- Finally, thank you for addressing the public safety recommendations in our September 7, 2018 letter. If any of these items result in a change to your public safety plan, please ensure that a revised plan is filed with the Regional Engineer of the Commission's San Francisco Regional Office.

Thank you for your cooperation. Should you have any questions, please contact me at 415-369-3335 or by email at [john.aedo@ferc.gov](mailto:john.aedo@ferc.gov).

Sincerely,

John R. Aedo  
Fishery Biologist  
Division of Hydropower Administration  
and Compliance





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2019

**TIME REQUIRED**

**SUBJECT** Inyo-Mono 4-H Road Runner  
Newsletter

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

The Inyo-Mono 4-H Road Runner Newsletter.

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**RECOMMENDED ACTION:**

---

**FISCAL IMPACT:**

---

**CONTACT NAME:**

**PHONE/EMAIL:** /

---

**SEND COPIES TO:**

---

**MINUTE ORDER REQUESTED:**

YES  NO

---

**ATTACHMENTS:**

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[Newsletter](#)

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#### History

Time	Who	Approval
2/27/2019 9:01 AM	County Administrative Office	Yes
2/26/2019 2:27 PM	County Counsel	Yes
2/28/2019 10:51 AM	Finance	Yes

# HEAD • HEART • HANDS • HEALTH

## Inyo-Mono 4-H Road Runner Newsletter

Winter 2019



University of California  
Agriculture and Natural Resources  
4-H Youth Development Program

4-H Office  
207 W. South Street  
Bishop, CA 93514

Office (760) 873-7854  
Fax (760) 873-7314  
<http://ceinyo-mono.ucanr.edu/>

### Important Dates:

- Feb. 28 - Presentation Workshop, Patio Building, 3:30-4:30
- Mar. 7 - South County Presentation Workshop, 3:30-4:30, Location to be announced
- Mar. 14 - Presentation Workshop, Patio Building, 3:30-4:30
- Mar. 21 - Presentation Workshop, Patio Building, 3:30-4:30
- April 2 - County Council Meeting, 5:30 Patio Building
- April 18 - One Day Wonder, Patio Building, 2:30-4:30
- May 2 - Record Book Workshop, Patio Building, 3:30-4:30
- May 9 - Record Book Workshop, Patio Building, 3:30-4:30
- May 16 - Record Book Workshop, South County, 3:30-4:30 Location to be announced
- May 23 - Record Book Workshop, 4-H office, 3:30-4:30
- May 30 - Record Book Workshop, 4-H office, 3:30-4:30

4-H Field Day

Sunday, March 10, 2019

1:00pm

Home Street Middle School

Multipurpose

Room



**Reserve your spot at the 4-H Farm!!!**

Spaces are filling up quickly!

Contact Melissa at the 4-H office to reserve a space today!

Pens are \$75 for your 1st year for 1 large animal. Only market animals can be kept at the 4-H farm.

Questions, contact the 4-H office at 760-873-7854

## What is 4-H Field Day?

**Inyo-Mono County Field Day** - Field Day is one of the most valuable assets of our 4-H program. This is a day where 4-H'ers share the skills, and knowledge they have learned with others through presentations, demonstrations and public speaking. By learning public speaking and demonstration skills 4-H'ers prepare themselves for college and the workplace. All youth can participate in the countywide judging contest. Judging is an everyday activity that improves your decision making and critical thinking skills.

4-H members may observe and gain knowledge relating to many different 4-H projects. Parents and friends are encouraged to attend. If you have never been to Field Day before you will be surprised at the poise and abilities of these 4-H members. All members of Inyo-Mono County 4-H are invited to participate in Field Day on **March 10, 2019**.

4-H Presentations are very informative and will certainly enrich individual knowledge. Presentations include: Demonstrations, Illustrated Talks and Scientific and Engineering Presentations, Prepared Speeches (informative, persuasive or entertaining), Interpretative Reading, Interview Contest, Educational Display Talk, Impromptu Speaking and Extemporaneous Speaking are also interesting. Share the Fun Skits and Cultural Arts Presentation contests are creative and

entertaining.

4-H members attend to participate\observe and learn\receive awards, recognizing their individual skills and knowledge. Remember it's a 4-H "Family Affair", and encourages parents and friends of 4-H to attend and support the youth. County Gold Medal winners will be eligible to go on to Central Area Field Day, which is scheduled for Saturday, March 23, 2019. Keep a look out for more Field Day information to come.

## How to participate?

Presentations: please pre-register for the presentation part of Field Day. Volunteer judges will provide feed back to individual or teams of 4-H members on their presentations. Judges use a standardized rubric for each type of presentation. **See page 5 for registration details.** Just want to watch presentations? That's okay too.

Judging Contest: At 1:00pm the judging contest will begin in the Multipurpose Room. All youth can participate in judging contest. Youth will sharpen their critical thinking skills as they compare and select the best options.

Volunteer: To make this event a success, we need both parent and youth volunteers. Parents can help with set up and scoring of judging cards. Youth can help as runners, room monitors, and more.

## Presentation Workshops

Please pre-register with Melissa at the 4-H office,  
760-873-7854

February 28, 3:30-4:30, Patio Building

March 7, South County, Location TBA

March 14, 3:30-4:30pm, Patio Building

March 21, 3:30-4:30pm, Patio Building

Ca 4-H Presentation Manual can be found at:  
<http://4h.ucanr.edu/files/2193.pdf>

## Impromptu Speech topics:

### Intermediate (ages 11-13)

Leadership (Formerly Positive Youth Development):  
Leaders A leader is a person who uses skills to inspire a group, identify, and achieve its goals in a positive manner. Questions in the category will focus on identifying and growing leadership skills.

### Senior (ages 14-18)

Leadership (Formerly Positive Youth Development):  
Leaders

A leader is a person who uses skills to inspire a group, identify, and achieve its goals in a positive manner. Questions in the category will focus on how leaders can inspire the groups they are leading to achieve the goals of a group.

# What you need to know about 4-H Field Day:

## Presentations

**Presentations:** Everyone is welcome to come and watch presentations, only need to register to present at Field Day.

### Entry Forms

**Due to the 4-H office by Wednesday, March 6, 2019.** See page 5 for entry forms, or the county website at:  
[http://ceinyo-mono.ucanr.edu/4-H\\_Program/](http://ceinyo-mono.ucanr.edu/4-H_Program/)

### Presentation Workshops

It's not too early to start planning and practicing for this event. Attend a Presentation Workshop!

February 28th in Bishop at the Patio Building, 3:30-4:30pm

March 7th, South County Workshop, location to be announced

March 14th & 21th in Bishop at the Patio Building, 3:30-4:30pm

Note: Please reserve a space at the workshops held in Bishop. The workshops will not be held if no 4-H members are planning on attending.

### Star Rank

In order to earn your star ranks, you are required to give 4 presentations for a Bronze Star, 7 presentations for a Silver Star and 10 for a Gold Star. **It is a requirement that the year you are applying for a star rank you must do a presentation at 4-H Field Day.** Find out more information on star ranks on the California 4-H website, visit: <http://www.ca4h.org/Resources/Member/Stars/> or talk to your community club leader.

### Age Divisions

Mini Members: ages 5-8

Junior Division: ages 9-10

Intermediate Division: ages 11-13

Senior Division: ages 14-18

### Award System

The Danish System of judging will be used in judging all the presentations. Entries are placed based on merit by how well the entry performed the basic skills of public speaking. Each entry has an equal chance to receive each placing based on the quality of the entry. All entries receive a placing of either gold, silver, or bronze. Those receiving a gold are eligible to attend Sectional Field Day. All participants will receive a certificate and a pin for the 4-H Hat. Mini members can participate but will not be judged using the Danish System. They will receive verbal comments and will receive a participation certificate and ribbon.

### General Rules

- Open to all 4-H youth members in Inyo or Mono County
- A member may participate in all activities in accordance with the rules of each contest. A participant may give multiple types of presentations, but not more than one in each category.
- Each member is responsible for providing personal equipment and props. Projectors and computers will be provided for PowerPoint presentations.

### For More Information

To learn more about 4-H presentations, attend a presentation workshop, ask questions at your community club meeting, or read the 4-H Presentation manual online at <http://www.ca4h.org/files/2193.pdf>

### Types of Presentations:

\*Demonstrations

\*Illustrated Talk

\*Science/Engineering Presentation

\*Informative Speech

\*Persuasive Prepared Speech

\* Interpretive Reading

\*Impromptu Speech

\*Share the 4-H Fun Skit

\*Cultural Arts Performance

# What you need to know about 4-H Field Day:

## Judging Contest

**Judging Contest:** Everyone is invited to participate in the judging contest.

Judging teaches 4-H members critical thinking skills by challenging them to:

- \*Observe carefully
- \*Improve their own work
- \*Be better buyers
- \*Express themselves clearly
- \*Recognize good products, articles, animals
- \*Make wise selections
- \*Make their own decisions
- \*Appreciate opinions of others

### Four Steps to Judging

1. Observe: Read the class name and all information explaining the criteria. Look at all examples to be in compared.
2. Compare: Examine each item, look for similarities and difference. Look for characteristics that meet requirements.
3. Decide: Rank your items in order that meets the criteria best to worst.
4. Tell Why: one judging class you will need to give reasons why you ranked them in that order. Telling why a class is placed a certain way is more important than actually placing. Giving reasons helps 4-H members to organize their thoughts and express themselves in a logical manner.

### Sample Judging Class:

What makes a better pet for an elderly person?

- A. Giraffe      B. Puppy                      C. Cat                      D. Horse

Placing

    C            B            D            A    

Reasons for Placing Class:

I placed C over B because cats are independent and low maintenance. I placed B over D because puppies are smaller than horses and can come inside your house. I placed D over A because horses are domestic animals and giraffe's are wild animals.

### Judging Contest Rules and Guidelines

1. All categories are open to all 4-H members
2. 4-H Primary Members (mini members) can judge classes but will not compete for judging awards.
3. All categories will have a junior division (ages 9-10), intermediate division (ages 11-13), and senior division (ages 14-18) contest.
4. Only one class needs to have reasons written out on the back of judging sheet. This class cannot be a board your club brought or worked on. The reason's score is used as a tie breaker in case of a tie.
5. County gold, silver, and bronze medals will be awarded to the top winners in junior, intermediate, and senior divisions.
6. A scoring system will be used for scoring classes judged by 4-H members.
7. Pencils will be provided for youth to use.
8. **Talking among contestants while judging is not permitted.**
9. Parents, non 4-H members, and leaders are not permitted in or around the judging areas during judging. Only exceptions are parents of mini members to assist in reading only, or authorized supervisors.
10. Have Fun!!!



# Inyo & Mono Counties 4-H Field Day: March 10, 2019

## Entry Form

**Due: Wednesday, March 6, 2019 to the 4-H Office**

\* 207 W. South Street, Bishop \* fax: 760-873-7314 \* email: cjpeek@ucanr.edu \*

### 4-H Member Information

Individual  Or Team

Name

Age  (as of January 1)

Club

Team Member's Name (s)

Name of Presentation

### Presentation Category

#### 1. Presentation Type:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Interpretive Reading   | <input type="checkbox"/> Educational Display Talk   | <input type="checkbox"/> Science/Engineering    |
| <input type="checkbox"/> Demonstration  | <input type="checkbox"/> Persuasive Prepared Speech | <input type="checkbox"/> Informative Speech     |
| <input type="checkbox"/> Illustrated Talk   | <input type="checkbox"/> Cultural Arts              | <input type="checkbox"/> Share the 4-H Fun Skit |
| <input type="checkbox"/> Impromptu Speech (Open to intermediate or senior age division) |   |   |

### Other Information

1. Will an animal be used in your presentation? Circle one: Yes or No

*Note: only small animals in carriers will be allowed on school property. The presentation will be arranged to be moved outside for animal topics.*

2. Do you have any special needs for the presentation? \_\_\_\_\_

3. Will you need a projector for PowerPoint? Circle one: Yes or No

4. Names of siblings also giving presentations: \_\_\_\_\_

Check all that apply. Please:

\_\_\_ Schedule in same room \_\_\_ Schedule in different rooms



# 2018 Fun Day Contest Results

## Decorated Cookie Contest:

### Jr. Division:

Cecilia Buff-Roman, 1st Place

## Other Cookie Contest:

### Intermediate Division:

Crystal Morales, 1st Place

## Drop Cookie Contest:

### Jr. Division:

Mikey Trejo, 1st Place

Carlos Morales, 2nd Place

### Intermediate Division:

Kaleb Brooks, 2nd Place

Madi Torres, 2nd Place

### Sr. Division:

Samantha Burns, 3rd Place

## Table Setting Contest:

### Jr. Division:

Jacob Pischel, 1st Place

Cecilia Buff-Roman, 1st Place

### Intermediate Division:

Nathan Pischel, 1st Place

### Sr. Division:

Samantha Burns, 1st Place

## Best of Show:

Drop Cookie: Cecilia Buff-Roman, Independence 4-H Club

Drop Cookie: Mikey Trejo, Sierra Crest 4-H Club

Place Setting: Jacob Pischel, Independence 4-H Club & Nathan Pischel Independence 4-H Club

## Green & White Washer Board Tournament & BBQ Fundraiser



1st Place Winners

Kario & Lowell Chudy



2nd Place Winners

Dave Kalk & Brian Hohenstein

## **Big Thank you to all of our event sponsors:**

High Country Lumber, Tri-County Fairgrounds, Mission Linens, Crystal Geyser, Four J Cattle, Steve's Auto & Truck Parts, DWP, Coni Coffman, Inyo Mono Master Food Preservers, Pat Bartlett Training, The IncrEdibles, Reagan's Sporting Goods, The Toggery, Sally Symons, Wye Road Feed, Anne Marie's, Rhondda Saunders, Mac's Sporting Goods, Looney Bean, Sage to Summit, Allen's Outdoor, Great Basin Bakery.

And thank you to our many volunteers, both 4-H families and community members. This event was a great success, and look forward to having it again.





**4-H RoadRunner Newsletter**

This is the Inyo & Mono County 4-H newsletter, sending you information on upcoming events, due dates, and event results. Specific club and project information can be included.

We encourage clubs, and members to submit articles and pictures. This newsletter comes out quarterly. Please get your information to the 4-H office via email: [cjpeek@ucanr.edu](mailto:cjpeek@ucanr.edu)

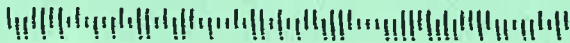


<http://www.facebook.com/InyoMono4H>

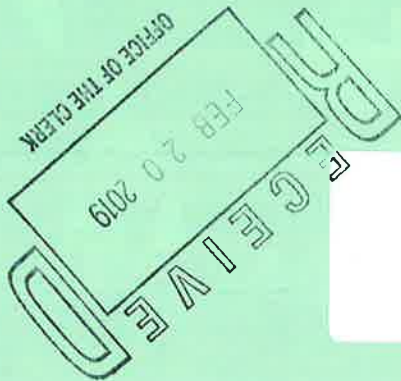
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**University of California**  
Agriculture and Natural Resources



9351780715 8006



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Bridgeport, CA 93517

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U. S. DEPARTMENT OF AGRICULTURE  
UNIVERSITY OF CALIFORNIA  
207 W. SOUTH STREET  
BISHOP, CA 93514  
Return Service Requested



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 8, 2019

**TIME REQUIRED**

**SUBJECT**

State of California Wildlife  
Conservation Board Letter Advising  
of Acquisition Consideration in Mono  
County

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

The California Department of Fish and Wildlife, through the Wildlife Conservation Board is considering the acquisition of wildlife habitat (Assessor's Parcel Nos. 064-100-027-000 and 064-090-020, 064-090-030, and 064-230-012). The proposal is schedule to be presented at the March 7, 2019 Wildlife Conservation Board meeting. Attachments: Examples of purchases by the Wildlife Conservation Board; Mono County General Plan Policies regarding land purchases and preservation.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Letters</a>
<input type="checkbox"/> <a href="#">WCB Past Purchases</a>
<input type="checkbox"/> <a href="#">MCGP Policies</a>

**History**

Time	Who	Approval
2/27/2019 9:06 AM	County Administrative Office	Yes

2/26/2019 5:04 PM

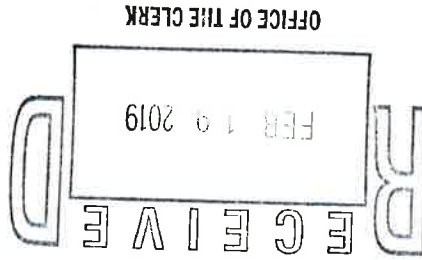
County Counsel

Yes

2/28/2019 10:51 AM

Finance

Yes



GAVIN NEWSOM, Governor  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF FISH AND WILDLIFE  
**WILDLIFE CONSERVATION BOARD**  
Mailing Address: P.O. Box 944209  
Sacramento, California 94244-2090  
[www.wcb.ca.gov](http://www.wcb.ca.gov)  
(916) 445-8448  
Fax (916) 323-0280

FEB 12 2019

Mono County Board of Supervisors  
P.O. Box 715  
Bridgeport, California 93517

Wheeler Ridge Expansion 9  
Mono County  
Project ID 2017074

Dear Board Members:

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

I am writing to advise you that the WCB will consider the acquisition of 4± acres of wildlife habitat located in Mono County and identified as Assessor's Parcel No. 064-100-027-000. The proposal is scheduled to be presented at the March 7, 2019, Board meeting. You will find enclosed a copy of the preliminary meeting agenda for your review. A more complete description of each proposal will be contained in the final meeting agenda, which will be available at [www.wcb.ca.gov](http://www.wcb.ca.gov) beginning on February 25, 2019.

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: The Honorable Tom Berryhill  
The Honorable Franklin Bigelow  
Leslie MacNair, Regional Manager  
CDFW, Inland Deserts Region (6)  
Mark Houston & Kathleen Cosley, Land Owners



Gavin Newsom, Governor  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF FISH AND WILDLIFE  
WILDLIFE CONSERVATION BOARD  
Mailing Address: P.O. Box 944209  
Sacramento, California 94244-2090  
[www.wcb.ca.gov](http://www.wcb.ca.gov)  
(916) 445-8448  
Fax (916) 323-0280

## Notice of Meeting

### WILDLIFE CONSERVATION BOARD

March 7, 2019, 10:00 a.m.

Natural Resources Building, First Floor Auditorium  
1416 9<sup>th</sup> Street  
Sacramento, CA 95814

*Public Welcome*

### Preliminary Agenda Items

#### *Item Number*

1. Roll Call
2. Funding Status — Informational
3. Public Forum for Items not on the Agenda
4. Proposed Consent Calendar (Items 5 – 18)
- \*5. Approval of Minutes — November 15, 2018
- \*6. Recovery of Funds

\*Proposed Consent Calendar

**\*7. Staff Report – Easement Transfers**

Report on easement transfers made over the California Department of Fish and Wildlife controlled land pursuant to authority granted by the Wildlife Conservation Board on February 24, 1998.

**\*8. Proposition 68 Program Guidelines – Minor Amendment**

To consider and approve a minor amendment associated with Section 2.4 of the [Proposition 68 Program Guidelines \(PDF\)](#) related to support for the University of California Natural Reserve System.

**\*9. Luffenholtz Transfer**

**\$0.00**

**Humboldt County**

To consider the transfer of 8± acres of land by the California Department of Fish and Wildlife to the Trinidad Coastal Land Trust to own, operate, and maintain the Luffenholtz Beach property in perpetuity for purposes of public access, public recreation, and habitat preservation, located near Trinidad in Humboldt 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. Deer Creek Hydrological and Technical Studies**

**\$170,000.00**

**Tehama County**

To consider the allocation for a grant to Trout Unlimited for a cooperative project with the National Fisheries and Wildlife Foundation to conduct technical studies to create a reconnaissance-level groundwater model to inform potential acquisition of the water right held by the Deer Creek Irrigation District, and dedication of the right to instream flow for the benefit of endangered Central Valley spring-run Chinook salmon. 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)].

**\*11. Lower Yuba River-Excelsior, Phase III**

**\$0.00**

**Yuba and Nevada Counties**

To consider the acceptance of 65± acres of land by the California Department of Fish and Wildlife from the Bear Yuba Land Trust as a no cost acquisition for the protection of blue-oak woodlands, grasslands and riparian habitats, and provide future wildlife oriented public use opportunities as an expansion to the planned Yuba Narrows Unit of the Daugherty Hills Wildlife Area, located northeast of the Town of Smartsville, in Nevada and Yuba counties. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of corridors linking separate habitat areas to prevent habitat fragmentation, and to protect significant natural landscapes and ecosystems and other significant habitat 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)].

**\*12. Yolo County HCP/NCCP Development, Phase IV** **\$275,000.00**

**Yolo County**

To consider the allocation for a grant to the Yolo Habitat Conservancy to complete critical tasks necessary to build a solid foundation for implementation of the recently completed Habitat Conservation Plan/Natural Community Conservation Plan covering all of Yolo County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which 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)(SB8)].

**\*13. Wheeler Ridge, Expansion 9** **\$150,000.00**

**Mono County**

To consider the acquisition in fee of 4± acres of land by the California Department of Fish and Wildlife for the protection of deer and mountain lion habitat, to maintain a migration corridor for the Round Valley mule deer herd, and provide future wildlife oriented public use opportunities, located in the community of Swall Meadows, near Mammoth Lakes in Mono 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)].

**\*14. Wheeler Ridge, Expansion 10** **\$0.00**

**Mono County**

To consider the acceptance of 56± acres of land by the California Department of Fish and Wildlife from the Eastern Sierra Land Trust as a no-cost acquisition for the protection of deer and mountain lion habitat, to maintain a migration corridor for the Round Valley mule deer herd, and provide future wildlife oriented public use opportunities, located in the community of Swall Meadows, near Mammoth Lakes in Mono 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)].

**\*15. Cactus Wren and Hermes Copper Butterfly Habitat** **\$423,000.00**

**Restoration Project**

**Orange County**

To consider the allocation for a grant to the County of San Diego Department of Parks and Recreation for a cooperative project with the California Department of Fish and Wildlife to remove large stands of invasive non-native plants and restore native plant species on two acres of coastal cactus wren habitat and two acres of Hermes copper butterfly habitat throughout Lakeside Linkage Preserve 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, development, rehabilitation, restoration, protection, and expansion of habitat that furthers the

implementation of natural community conservation plans adopted pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code). [California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), Public Resource Code 80111(b)].

**\*16. Coachella Valley Multi-Species Habitat Conservation Plan, \$0.00**  
**Clifton-Lamb Property**  
**Riverside County**

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 Coachella Valley Conservation Commission for a cooperative project with the Coachella Valley Mountains Conservancy to acquire 479± acres of low desert land for the protection of core blow-sand habitat that supports the listed species of desert tortoise, Coachella Valley fringe toad lizard, Coachella Valley milk-vetch, and other sensitive, sand dependent species within the Coachella Valley Multi-Species Conservation Plan/Natural Community Conservation Plan area, mainly located within the city limits of Palm Springs 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 to protect rare, endangered, threatened or fully protected species. Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)].

**\*17. Denk Mountain \$74,200.00**  
**San Diego County**

To consider the allocation for a grant to the Center for Natural Lands Management (CNLM) and 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 CNLM, to acquire 5± acres of land for the protection of coastal California gnatcatcher and other federally listed species. The project is located near the community of San Marcos in San Diego County. The purposes of this project are consistent with the proposed funding source that 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)].

**\*18. Van Dam Cornerstone \$0.00**  
**San Diego County**

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 city of Poway, for a cooperative project with the California Natural Resources Agency to acquire in fee 162± acres of land for the protection of the coastal California gnatcatcher and other species within the Poway Subarea HCP/NCCP plan and provide future wildlife oriented public use opportunities, located in the city of Poway in San Diego County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species. [Habitat Conservation Fund (Proposition 117), Section 2786(b/c)].



**19. Delegation of Authority**

To consider the delegation of authority to the Executive Director of the Wildlife Conservation Board to substitute grantees of grants previously authorized by the Board.

**20. Battle Creek Wildlife Area, Expansion 4 \$680,000.00  
Shasta County**

To consider the acquisition in fee of 32± acres of land as an expansion to the California Department of Fish and Wildlife's Battle Creek Wildlife Area for the protection of terrestrial and aquatic habitats supporting salmonid species and to enhance habitat linkages and connectivity, and provide future wildlife oriented public use opportunities, located near Anderson in Shasta County. The purposes of this project are consistent with the proposed funding source that 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 2786b/c].

**21. North Table Mountain Ecological Reserve \$440,000.00  
Public Access Improvements  
Butte County**

To consider the allocation for a grant to the California Department of Fish and Wildlife for a cooperative project with California State Parks to improve the parking lot, provide an ADA accessible viewing platform, and install a new ADA accessible toilet at the North Table Mountain Ecological Reserve, approximately eight miles north of the city of Oroville, in Butte 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. [Wildlife Restoration Fund].

**22. Gray Lodge Wildlife Area Fishing Access Pier \$310,000.00  
Butte County**

To consider the allocation for a grant to the California Department of Fish and Wildlife to construct a new mobility impaired accessible fishing pier in the Gray Lodge Wildlife Area, located approximately ten miles southwest of the city of Gridley, in Butte 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. [Wildlife Restoration Fund].

**23. Northern California Climate Adaptation Project \$118,000.00  
Yolo/Trinity/Tehama/Siskiyou/Shasta/Napa/Mendocino/  
Lake/Humboldt/Glenn/Del Norte/Colusa/Butte County**

To consider the allocation for a grant to EcoAdapt for a cooperative project with the Bureau of Land Management and United States Forest Service to assess the impacts of climate change on important northwestern California habitats and species and develop long-term, sustainable adaptation options spanning thirteen counties in the region in Butte, Colusa, Del Norte, Glen, Humboldt, Lake, Mendocino, Napa, Shasta, Siskiyou, Tehama, Trinity, and Yolo counties. The purposes of this project are consistent with the authorized uses of the proposed

funding source, which allows for protection and restoration of natural ecosystems to provide climate change adaptation and resilience, assist natural and working lands managers in adapting to and becoming more resilient to climate change, facilitate the reduction of GHG emissions, increase carbon sequestration in natural and working lands, and provide additional social, economic, and environmental benefits, or "co-benefits" (Public Resources Code Section 5845 et seq.). [General Fund, Budget Act, Chapter 14 and 249, Statutes of 2017].

**24. Whiskey Hill Conservation Easement \$759,000.00**  
**Colusa County**

To consider the allocation for a grant to the Rocky Mountain Elk Foundation to acquire a conservation easement over 2,607± acres of land for protection of critical winter range for elk and other regional California wildlife and protection of grasslands that sustain working landscapes, located west of the city of Williams in Colusa County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition, development, rehabilitation, restoration and protection of habitat to promote the recovery of threatened and endangered species, to provide corridors linking separate habitat areas to prevent habitat fragmentation, and to protect significant natural landscapes and ecosystems and other significant habitat areas. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40), Public Resources Code Section 5096.650(2)].

**25. Desert Springs, and Expansion 1 \$1,385,000.00**  
**Kern County**

To consider the allocation for two grants to The Trust for Public Land to acquire 1,415± acres of land for the protection of threatened and endangered species, preservation of desert springs with year-round surface water and a riparian corridor, and provide future wildlife oriented public use opportunities, located near Lake Isabella in Kern County. The purposes of this project are consistent with the authorized uses of the proposed funding sources. The first funding source allows for the acquisition of land and water resources to protect regional water quality, protect and enhance fish and wildlife habitat, and assist local public agencies in improving regional water supply reliability. [Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Water Section 79565]. The second funding source allows for the acquisition and protection of habitat for threatened and endangered species. [Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Fund of 2006 (Proposition 12), Public Resources Code Section 5096.350(a)(3)].

**26. Portal Ridge, and Expansion 1 \$480,000.00**  
**Los Angeles County**

To consider the allocation for two grants to The Transition Habitat Conservancy to acquire in fee 120± acres of land from two separate owners for the protection of deer and mountain lion habitat, to maintain a migration corridor for the deer herd, and provide future wildlife oriented public use opportunities, located in the hills northwest of Portal Ridge, in Los Angeles County. The purposes of this project are consistent with the proposed funding source that 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)].

**27. Western Spadefoot Habitat Restoration and Seasonal Pool Creation** **\$757,000.00**

**Orange County**

To consider an allocation for a grant to the Natural Communities Coalition for a cooperative project with the California Department of Fish and Wildlife, Orange County Parks, and California State Parks located in Crystal Cove State Park and Laguna Coast Wilderness Park, within Orange County, that will construct 16 seasonal pools and restore 15± acres of adjacent upland coastal sage and cactus scrub habitat that will provide breeding and foraging habitat for the western spadefoot toad. The purposes of this project are consistent with the authorized uses of the proposed funding source which allows for the acquisition, development, rehabilitation, restoration, protection, and expansion of habitat that furthers the implementation of natural community conservation plans adopted pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code) [California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), Public Resource Code 80111(b)].

**28. Western Riverside MSHCP (Chappell)** **\$1,077,000.00**

**Riverside County**

To consider the allocation for a grant to the Western Riverside County Regional Conservation Authority (WRCRCA) and 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 WRCRCA, to acquire 58± acres of land for the protection of essential habitat within the target acquisition area in the Western Riverside Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan, located near the city of Murrieta in Riverside County. The purposes of this project are consistent with the proposed funding source that 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 2786b/c].

**29. Imperial Wildlife Area Wetland Restoration, Wetland Units T10 and S22** **\$950,000.00**

**Imperial County**

To consider the allocation for a grant to the California Waterfowl Association for a cooperative project with the California Department of Fish and Wildlife (CDFW) and Imperial County to improve water use efficiency by developing new infrastructure to improve wetland management capabilities on CDFW's Imperial Valley Wildlife Area, located six miles north of Niland in Imperial 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].

**30. Monarch Butterfly and Pollinator Rescue Program**

Board will be asked to approve these guidelines.

The Monarch Butterfly and Pollinator Rescue Program (Program) was created by Assembly Bill 2421 and signed into law in 2018 becoming effective immediately (Fish and Game Code, §1374 et seq.). The Program was created to help recover and sustain populations of monarch butterflies and other pollinators.

**31. Strategic Plan Update**

Informational item regarding the update of WCB's Strategic Plan, as required by Proposition 68.

**32. Resolutions**

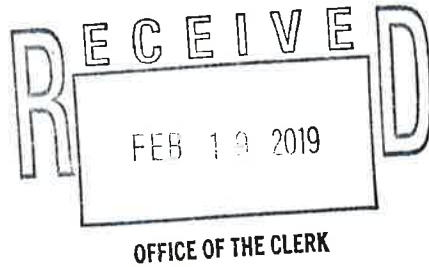
**33. Discuss and Act on Board Administrative Items**

- New Business
- Next WCB Meeting – April 4, 2019 Stream Flow Enhancement

**Adjourn**

**PERSONS WITH DISABILITIES**

Persons with disabilities needing reasonable accommodation to participate in public meetings or other CDFW activities are invited to contact the Department's EEO Officer at (916) 653-9089 or [EEO@wildlife.ca.gov](mailto:EEO@wildlife.ca.gov). Accommodation requests for facility and/or meeting accessibility and Requests for American Sign Language Interpreters should be submitted at least two weeks prior to the event. Requests for Real-Time Captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the EEO Officer immediately.



GAVIN NEWSOM, Governor  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF FISH AND WILDLIFE  
**WILDLIFE CONSERVATION BOARD**  
Mailing Address: P.O. Box 944209  
Sacramento, California 94244-2090  
www.wcb.ca.gov  
(916) 445-8448  
Fax (916) 323-0280

FEB 12 2019

Mono County Board of Supervisors  
P.O. Box 715  
Bridgeport, California 93517

Wheeler Ridge Expansion 10  
Mono County  
Project ID 2018072

Dear Board Members:

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

I am writing to advise you that the WCB will consider the acquisition of 56± acres of wildlife habitat located in Mono County and identified as Assessor's Parcel Nos. 064-090-020, 064-090-030, and 064-230-012. The proposal is scheduled to be presented at the March 7, 2019, Board meeting. You will find enclosed a copy of the preliminary meeting agenda for your review. A more complete description of each proposal will be contained in the final meeting agenda, which will be available at [www.wcb.ca.gov](http://www.wcb.ca.gov) beginning on February 25, 2019.

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: The Honorable Tom Berryhill  
The Honorable Franklin Bigelow  
Leslie MacNair, Regional Manager  
CDFW, Inland Deserts Region (6)  
Susanna Danner, Land Conservation Program Director  
Eastern Sierra Land Trust



Gavin Newsom, Governor  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF FISH AND WILDLIFE  
WILDLIFE CONSERVATION BOARD  
Mailing Address: P.O. Box 944209  
Sacramento, California 94244-2090  
www.wcb.ca.gov  
(916) 445-8448  
Fax (916) 323-0280

## Notice of Meeting

### WILDLIFE CONSERVATION BOARD

March 7, 2019, 10:00 a.m.

Natural Resources Building, First Floor Auditorium  
1416 9<sup>th</sup> Street  
Sacramento, CA 95814

*Public Welcome*

### Preliminary Agenda Items

#### *Item Number*

1. Roll Call
2. Funding Status — Informational
3. Public Forum for Items not on the Agenda
4. Proposed Consent Calendar (Items 5 – 18)
- \*5. Approval of Minutes — November 15, 2018
- \*6. Recovery of Funds

\*Proposed Consent Calendar

**\*7. Staff Report – Easement Transfers**

Report on easement transfers made over the California Department of Fish and Wildlife controlled land pursuant to authority granted by the Wildlife Conservation Board on February 24, 1998.

**\*8. Proposition 68 Program Guidelines – Minor Amendment**

To consider and approve a minor amendment associated with Section 2.4 of the [Proposition 68 Program Guidelines \(PDF\)](#) related to support for the University of California Natural Reserve System.

**\*9. Luffenholtz Transfer**

**\$0.00**

**Humboldt County**

To consider the transfer of 8± acres of land by the California Department of Fish and Wildlife to the Trinidad Coastal Land Trust to own, operate, and maintain the Luffenholtz Beach property in perpetuity for purposes of public access, public recreation, and habitat preservation, located near Trinidad in Humboldt 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. Deer Creek Hydrological and Technical Studies**

**\$170,000.00**

**Tehama County**

To consider the allocation for a grant to Trout Unlimited for a cooperative project with the National Fisheries and Wildlife Foundation to conduct technical studies to create a reconnaissance-level groundwater model to inform potential acquisition of the water right held by the Deer Creek Irrigation District, and dedication of the right to instream flow for the benefit of endangered Central Valley spring-run Chinook salmon. 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)].

**\*11. Lower Yuba River-Excelsior, Phase III**

**\$0.00**

**Yuba and Nevada Counties**

To consider the acceptance of 65± acres of land by the California Department of Fish and Wildlife from the Bear Yuba Land Trust as a no cost acquisition for the protection of blue-oak woodlands, grasslands and riparian habitats, and provide future wildlife oriented public use opportunities as an expansion to the planned Yuba Narrows Unit of the Daugherty Hills Wildlife Area, located northeast of the Town of Smartsville, in Nevada and Yuba counties. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of corridors linking separate habitat areas to prevent habitat fragmentation, and to protect significant natural landscapes and ecosystems and other significant habitat 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)].

**\*12. Yolo County HCP/NCCP Development, Phase IV** **\$275,000.00**

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To consider the allocation for a grant to the Yolo Habitat Conservancy to complete critical tasks necessary to build a solid foundation for implementation of the recently completed Habitat Conservation Plan/Natural Community Conservation Plan covering all of Yolo County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which 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)(SB8)].

**\*13. Wheeler Ridge, Expansion 9** **\$150,000.00**

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To consider the acquisition in fee of 4± acres of land by the California Department of Fish and Wildlife for the protection of deer and mountain lion habitat, to maintain a migration corridor for the Round Valley mule deer herd, and provide future wildlife oriented public use opportunities, located in the community of Swall Meadows, near Mammoth Lakes in Mono 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)].

**\*14. Wheeler Ridge, Expansion 10** **\$0.00**

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To consider the acceptance of 56± acres of land by the California Department of Fish and Wildlife from the Eastern Sierra Land Trust as a no-cost acquisition for the protection of deer and mountain lion habitat, to maintain a migration corridor for the Round Valley mule deer herd, and provide future wildlife oriented public use opportunities, located in the community of Swall Meadows, near Mammoth Lakes in Mono 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)].

**\*15. Cactus Wren and Hermes Copper Butterfly Habitat** **\$423,000.00**

**Restoration Project**

**Orange County**

To consider the allocation for a grant to the County of San Diego Department of Parks and Recreation for a cooperative project with the California Department of Fish and Wildlife to remove large stands of invasive non-native plants and restore native plant species on two acres of coastal cactus wren habitat and two acres of Hermes copper butterfly habitat throughout Lakeside Linkage Preserve 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, development, rehabilitation, restoration, protection, and expansion of habitat that furthers the



implementation of natural community conservation plans adopted pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code). [California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), Public Resource Code 80111(b)].

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**Clifton-Lamb Property**  
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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 Coachella Valley Conservation Commission for a cooperative project with the Coachella Valley Mountains Conservancy to acquire 479± acres of low desert land for the protection of core blowsand habitat that supports the listed species of desert tortoise, Coachella Valley fringe toad lizard, Coachella Valley milk-vetch, and other sensitive, sand dependent species within the Coachella Valley Multi-Species Conservation Plan/Natural Community Conservation Plan area, mainly located within the city limits of Palm Springs 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 to protect rare, endangered, threatened or fully protected species. Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)].

**\*17. Denk Mountain \$74,200.00**  
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To consider the allocation for a grant to the Center for Natural Lands Management (CNLM) and 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 CNLM, to acquire 5± acres of land for the protection of coastal California gnatcatcher and other federally listed species. The project is located near the community of San Marcos in San Diego County. The purposes of this project are consistent with the proposed funding source that 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)].

**\*18. Van Dam Cornerstone \$0.00**  
**San Diego County**

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 city of Poway, for a cooperative project with the California Natural Resources Agency to acquire in fee 162± acres of land for the protection of the coastal California gnatcatcher and other species within the Poway Subarea HCP/NCCP plan and provide future wildlife oriented public use opportunities, located in the city of Poway in San Diego County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species. [Habitat Conservation Fund (Proposition 117), Section 2786(b/c)].

**19. Delegation of Authority**

To consider the delegation of authority to the Executive Director of the Wildlife Conservation Board to substitute grantees of grants previously authorized by the Board.

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Shasta County**

**\$680,000.00**

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**21. North Table Mountain Ecological Reserve  
Public Access Improvements  
Butte County**

**\$440,000.00**

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Butte County**

**\$310,000.00**

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**23. Northern California Climate Adaptation Project  
Yolo/Trinity/Tehama/Siskiyou/Shasta/Napa/Mendocino/  
Lake/Humboldt/Glenn/Del Norte/Colusa/Butte County**

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funding source, which allows for protection and restoration of natural ecosystems to provide climate change adaptation and resilience, assist natural and working lands managers in adapting to and becoming more resilient to climate change, facilitate the reduction of GHG emissions, increase carbon sequestration in natural and working lands, and provide additional social, economic, and environmental benefits, or "co-benefits" (Public Resources Code Section 5845 et seq.). [General Fund, Budget Act, Chapter 14 and 249, Statutes of 2017].

**24. Whiskey Hill Conservation Easement \$759,000.00**  
**Colusa County**

To consider the allocation for a grant to the Rocky Mountain Elk Foundation to acquire a conservation easement over 2,607± acres of land for protection of critical winter range for elk and other regional California wildlife and protection of grasslands that sustain working landscapes, located west of the city of Williams in Colusa County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition, development, rehabilitation, restoration and protection of habitat to promote the recovery of threatened and endangered species, to provide corridors linking separate habitat areas to prevent habitat fragmentation, and to protect significant natural landscapes and ecosystems and other significant habitat areas. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40), Public Resources Code Section 5096.650(2)].

**25. Desert Springs, and Expansion 1 \$1,385,000.00**  
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**26. Portal Ridge, and Expansion 1 \$480,000.00**  
**Los Angeles County**

To consider the allocation for two grants to The Transition Habitat Conservancy to acquire in fee 120± acres of land from two separate owners for the protection of deer and mountain lion habitat, to maintain a migration corridor for the deer herd, and provide future wildlife oriented public use opportunities, located in the hills northwest of Portal Ridge, in Los Angeles County. The purposes of this project are consistent with the proposed funding source that 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)].

**27. Western Spadefoot Habitat Restoration and Seasonal Pool Creation** **\$757,000.00**

**Orange County**

To consider an allocation for a grant to the Natural Communities Coalition for a cooperative project with the California Department of Fish and Wildlife, Orange County Parks, and California State Parks located in Crystal Cove State Park and Laguna Coast Wilderness Park, within Orange County, that will construct 16 seasonal pools and restore 15± acres of adjacent upland coastal sage and cactus scrub habitat that will provide breeding and foraging habitat for the western spadefoot toad. The purposes of this project are consistent with the authorized uses of the proposed funding source which allows for the acquisition, development, rehabilitation, restoration, protection, and expansion of habitat that furthers the implementation of natural community conservation plans adopted pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code) [California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), Public Resource Code 80111(b)].

**28. Western Riverside MSHCP (Chappell)** **\$1,077,000.00**

**Riverside County**

To consider the allocation for a grant to the Western Riverside County Regional Conservation Authority (WRCRCA) and 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 WRCRCA, to acquire 58± acres of land for the protection of essential habitat within the target acquisition area in the Western Riverside Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan, located near the city of Murrieta in Riverside County. The purposes of this project are consistent with the proposed funding source that 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 2786b/c].

**29. Imperial Wildlife Area Wetland Restoration, Wetland Units T10 and S22** **\$950,000.00**

**Imperial County**

To consider the allocation for a grant to the California Waterfowl Association for a cooperative project with the California Department of Fish and Wildlife (CDFW) and Imperial County to improve water use efficiency by developing new infrastructure to improve wetland management capabilities on CDFW's Imperial Valley Wildlife Area, located six miles north of Niland in Imperial 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].

**30. Monarch Butterfly and Pollinator Rescue Program**

Board will be asked to approve these guidelines.

The Monarch Butterfly and Pollinator Rescue Program (Program) was created by Assembly Bill 2421 and signed into law in 2018 becoming effective immediately (Fish and Game Code, §1374 et seq.). The Program was created to help recover and sustain populations of monarch butterflies and other pollinators.

**31. Strategic Plan Update**

Informational item regarding the update of WCB's Strategic Plan, as required by Proposition 68.

**32. Resolutions**

**33. Discuss and Act on Board Administrative Items**

- New Business
- Next WCB Meeting – April 4, 2019 Stream Flow Enhancement

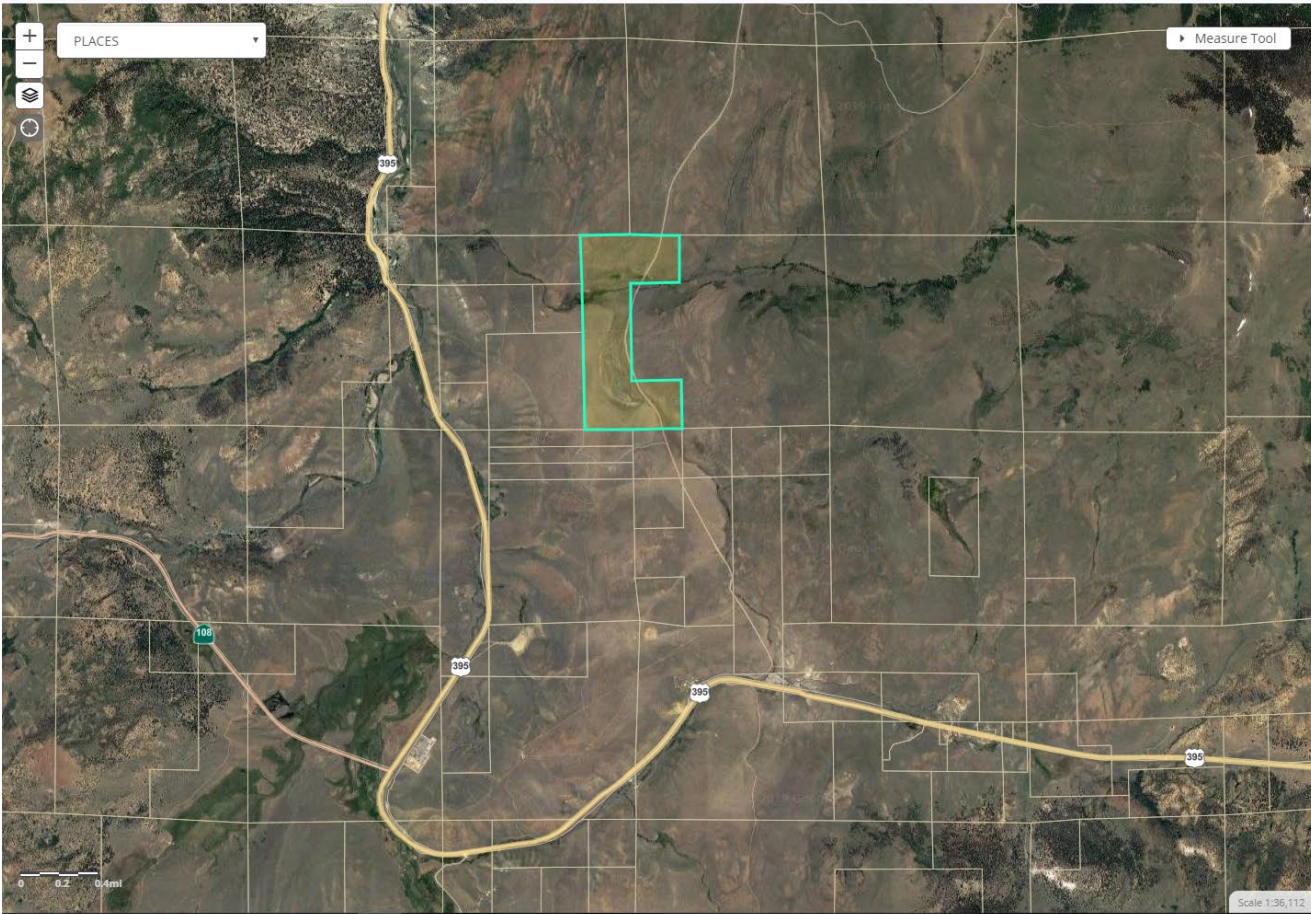
**Adjourn**

PERSONS WITH DISABILITIES

Persons with disabilities needing reasonable accommodation to participate in public meetings or other CDFW activities are invited to contact the Department's EEO Officer at (916) 653-9089 or [EEO@wildlife.ca.gov](mailto:EEO@wildlife.ca.gov). Accommodation requests for facility and/or meeting accessibility and Requests for American Sign Language Interpreters should be submitted at least two weeks prior to the event. Requests for Real-Time Captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the EEO Officer immediately.

# Land Purchases for wildlife habitat – past examples

State purchase after a proposed land division – Burcham Flat Area.....assessor could tell us the acres and time of purchase (early 2000's)



PLACES

Measure Tool

Unassigned  
006-090-012-000

[View or Print Value Notice](#)

Address	Unassigned
Community	Sonora Junction
Complex	
Assessee Name	STATE OF CALIFORNIA
Owner(s)	STATE OF CALIFORNIA ATTN: BOB CLARK 1807 13TH STREET, STE 103 SACRAMENTO, CA 958147137
Legal Description	WAS 06-090-01 S10&11,T6N,R23E PAR.3, E1/2 E1/2 S10 NW1/4 NW1/4 SW1/4 SW1/4 OF S11
Improvement Value	
Land Use Designation	Resource Management (RM)
Zoning	NA
Transient Rental	To Be Determined
Voting Precinct	03 - Bridgeport
Supervisor District	Dist #4: John Peters
GIS Calculated Acres	233.15
Tax Rate Area	051000
Previous Assessment #	000609012000000
Latitude/Longitude	38.380643, -119.432573

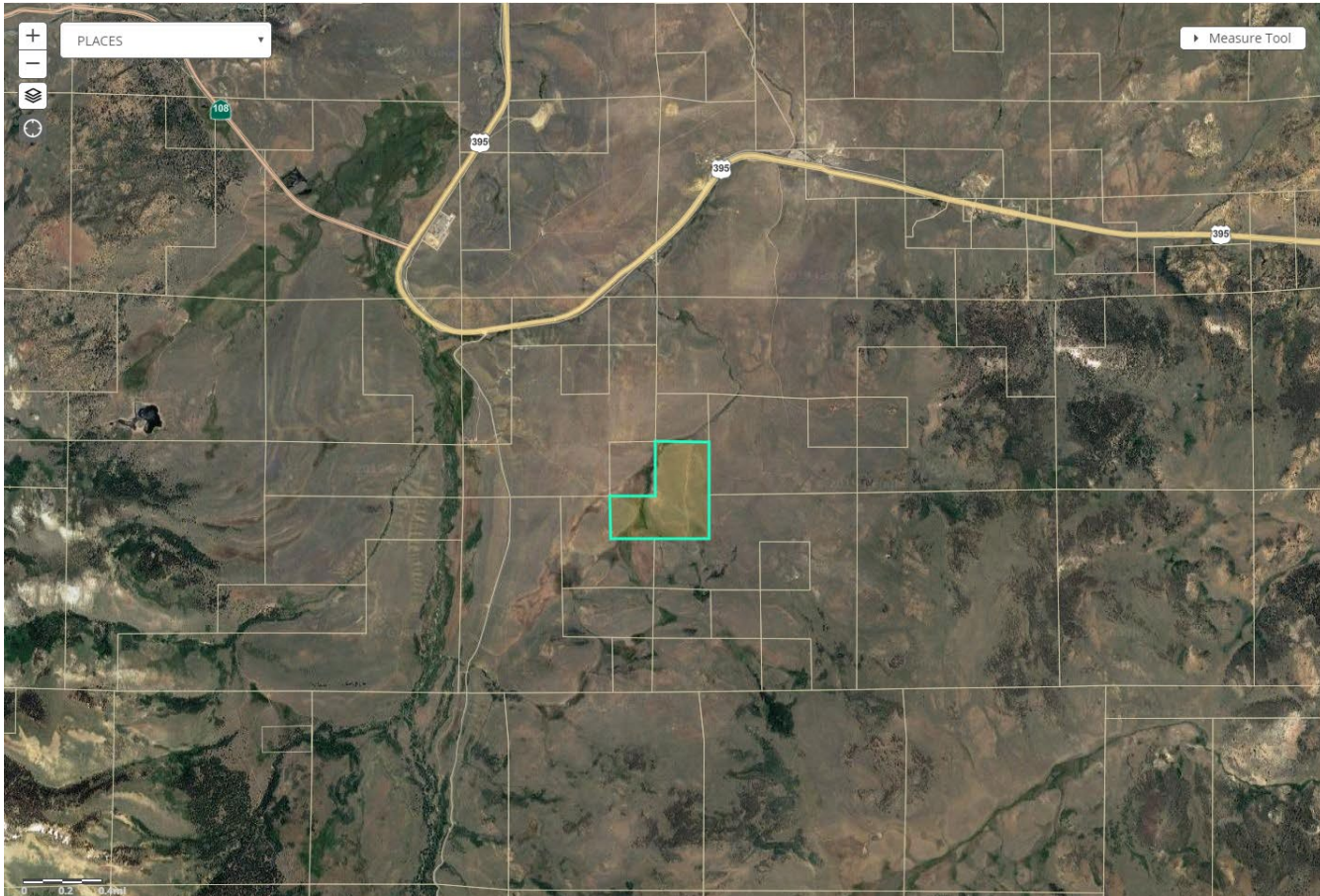
Broadband Services Located Here

Provider	Service	Speed	Availability
No Mono County Broadband Providers found at this location.			

Scale 1:35,112

## Land Purchases for wildlife habitat – past examples

Around the same time, State also purchase numerous parcels to the south – Wheeler Flat Area



Map interface showing a highlighted parcel in green. The map includes a scale bar at the bottom left and a 'Measure Tool' button at the top right. The highlighted parcel is located south of Highway 395 and west of Highway 108.

**Unassigned**  
006-130-020-000

[View or Print Value Notice](#)

<b>Address</b>	Unassigned
<b>Community</b>	Sonora Junction
<b>Complex</b>	
<b>Assessee Name</b>	STATE OF CALIFORNIA
<b>Owner(s)</b>	STATE OF CALIFORNIA ATTN: BOB CLARK 1807 13TH STREET, STE 103 SACRAMENTO, CA 958147137
<b>Legal Description</b>	S27,T6N,R23E PARCEL 4 WAS 06-130-08 SE1/4 OF SE1/4 OF SEC27
<b>Improvement Value</b>	
<b>Land Value</b>	
<b>Land Use Designation</b>	Resource Management (RM)
<b>Zoning</b>	NA
<b>Transient Rental</b>	To Be Determined
<b>Voting Precinct</b>	03 - Bridgeport
<b>Supervisor District</b>	Dist #4: John Peters
<b>GIS Calculated Acres</b>	115.13
<b>Tax Rate Area</b>	051006
<b>Previous Assessment #</b>	000613020000000
<b>Latitude/Longitude</b>	38.330971, -119.427100

**Broadband Services Located Here**

Provider	Service	Speed	Availability
No Mono County Broadband Providers found at this location.			

## Land Purchases for wildlife habitat – past examples

### Swall Meadows / Wheeler Crest

Cal Fish and Wildlife owns, in green, the following APNs: 064-090-027, 064-090-031, 033, 064-100-028, 029 maybe some others?

Eastern Sierra Land Trust owns 064-090-030 & 064-230-012

The image shows an aerial map of a residential area with several parcels outlined in green and red. A red box highlights a parcel labeled 'Eastern Land Trust'. An orange box points to a parcel labeled 'Parcel in question 064-100-027 is about 3.7 acres'. A black box at the bottom points to a parcel with text explaining its purpose as mitigation for potential Mule Deer impacts. The map includes street names like 'Red Tail Road' and 'Cougar Run'. A sidebar on the right displays property details for parcel 064-090-027-000.

**Parcel in question**  
064-100-027 is about 3.7 acres

**Eastern Land Trust**

This parcel was mitigation for potential Mule Deer impacts during the Rim Rock Ranch SP and Tract Map

**Property Details for 064-090-027-000**

Unassigned  
064-090-027-000

[View or Print Value Notice](#)

Address	Unassigned
Community	Swall Meadows
Complex	
Assessee Name	STATE OF CALIFORNIA
Owner(s)	STATE OF CALIFORNIA WILDLIFE CONSERVATION BOARD 801 K STREET, SUITE 80 SACRAMENTO, CA 95814
Legal Description	S24.T55.R30E.24.PARCEL 1.V.643 PG.194.L/L/A93-03.WAS6409023.24 & 64-100-04.07
Improvement Value	
Land Value	
Land Use Designation	Open Space (OS)
Zoning	NA
Transient Rental	To Be Determined
Voting Precinct	11 - Swall Meadows
Supervisor District	Dist #2: Fred Stump
GIS Calculated Acres	99.24
Tax Rate Area	060002
Previous Assessment #	006409027000000
Latitude/Longitude	37.497522, -118.637277

Broadband Services Located Here			
Provider	Service	Speed	Availability
Shcat.net	Wireless	3mbps	Now
Frontier Communications	DSL/HSI	3mbps	Now



## **Land Use Element – Wheeler Crest Area Plan Policies**

**Policy 24.A.5.** Encourage the transfer of privately owned, environmentally sensitive or isolated land within the Wheeler Crest planning area.

**Action 24.A.5.a.** Identify parcels incompatible for private use by virtue of location and/or environmental sensitivity (i.e., avalanche area, deer migration route, etc.).

**Action 24.A.5.b.** Coordinate with the USFS or BLM to exchange public land that is more suitable for private ownership.

## **Conservation / Open Space Element**

**Policy 2.A.7.** Support the acquisition of valuable wildlife habitat by federal or state land management agencies or land conservation organizations.

**Action 2.A.7.a.** Support acquisition of important wildlife areas through outright purchase, land donations, trades, purchase of easements, and related options.

**Action 2.A.7.b.** Provide information to property owners on incentives for protecting key wildlife habitat, including conservation easements, purchase at fair market value, land trades, etc.

**Action 2.A.7.c.** Work with appropriate agencies and organizations to investigate the feasibility of establishing habitat preservation areas to protect and improve significant habitat areas.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2019

**Departments: Social Services**

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

**SUBJECT** County Support Letter for the Governor's In-Home Supportive Services Maintenance of Effort Proposal

### AGENDA DESCRIPTION:

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

The Governor's In-Home Supportive Services (IHSS) Maintenance of Effort (MOE) proposal is scheduled to be heard by the Budget Subcommittees on Health and Human Services. The Senate is set to examine this proposal on March 14 and the Assembly will follow on March 20. Attached is a draft letter of support for the Governor's IHSS MOE proposal, as requested by the California State Association of Counties (CSAC). This letter focuses on and indicates strong support for the core provisions of the Governor's proposal that revise the MOE by lowering the MOE base, reducing the inflation factor, and ending the redirection of health and mental health growth. These revisions will result in an increased State General Fund commitment to IHSS statewide of \$241.7 million in 2019-20, growing to \$547.3 million in 2022-23.

### RECOMMENDED ACTION:

Approve and authorize the Chair to sign a letter of support for the Governor's IHSS MOE proposal on behalf of Mono County.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Kathryn Peterson

**PHONE/EMAIL:** 7609241762 / kpeterson@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Draft letter of support](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/27/2019 9:04 AM	County Administrative Office	Yes
2/28/2019 11:01 AM	County Counsel	Yes
2/28/2019 10:58 AM	Finance	Yes



Jennifer Halferty ~ District One    Fred Stump ~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

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## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5533 • FAX (760) 932-5531  
*Shannon Kendall, Clerk of the Board*

February 26, 2019

The Honorable Joaquin Arambula, M.D.  
Chair, Assembly Budget Subcommittee #1  
State Capitol, Room 5155  
Sacramento, CA 95814

The Honorable Richard Pan, M.D.  
Chair, Senate Budget and Fiscal Review Subcommittee #3  
State Capitol, Room 5114  
Sacramento, CA 95814

**Re: Revised County In-Home Supportive Services Maintenance of Effort – Support**

Dear Assembly Member Arambula and Senator Pan:

On behalf of Mono County, we write in strong support of the Governor's January Budget proposal to revise the County In-Home Supportive Services (IHSS) Maintenance of Effort (MOE). Our county is grateful to the Governor for the proposal which significantly increases State General Fund commitments for IHSS costs and creates a more sustainable structure for counties to manage IHSS costs.

The IHSS program provides critical services to seniors and disabled individuals to help them remain in their own homes rather than in more expensive institutional care. Counties have proudly partnered with the state and administered the IHSS program since it was realigned in 1991.

In 2017, the conclusion of the Coordinated Care Initiative also resulted in the cessation of the existing IHSS MOE and the shift of nearly \$600 million in IHSS costs from the state to counties. In response, a new IHSS MOE was negotiated through 2017-18 budget-related legislation (SB 90, Chapter 25, Statutes of 2017), which also included specific offsetting revenue, additional collective bargaining provisions, and refinement of the costs for county administration of the IHSS program.

Most significantly, SB 90 also contained a provision that required the Department of Finance to reexamine the 2017 IHSS fiscal structure during the development of the 2019-20 budget. This reopener provision was absolutely vital as beginning in 2019-20, the increased costs to counties would become unsustainable. This includes substantial Realignment revenue shortfalls that would grow each year and require counties to utilize significant county General Fund usually earmarked for local services for IHSS instead. Counties were also concerned that there would be increasing negative impacts to critical health and mental health services.

The Department of Finance released the *Senate Bill 90: 1991 Realignment Report* in January and it outlines the Governor's proposed revisions to the IHSS MOE. It also includes some proposed related Realignment changes and this letter focuses on the core changes to revise the IHSS MOE and increase the state General Fund commitment. The Governor is proposing to increase the State General Fund commitment to IHSS by \$241.7 million in 2019-20, growing to \$547.3 million in 2022-23, for a total of an increased commitment of \$1.6 billion over the next four years. This is accomplished through several specific revisions to the current IHSS MOE. These changes are:

- Lowering the County IHSS MOE base in 2019-20 to \$1.56 billion,
- Reducing the MOE inflation factor from seven percent to four percent,
- Stopping the redirection of VLF growth funds from Health, Mental Health, and County Medical Services Program to Social Services,
- Ending the State General Fund IHSS mitigation,
- Returning to the original method for calculating IHSS caseload and no longer utilizing accelerated caseload growth, and
- Funding IHSS administrative costs through a General Fund allocation.

The increased State General Fund investment will provide needed fiscal relief for counties and allow our county to continue to deliver vital services on behalf of the state. The Governor's proposal does not take away all of the risk of Realignment, but dramatically improves the outlook for counties, critical social services, health, and mental health programs, and the residents we all serve for years to come.

For these reasons, Mono County respectfully requests your support of the Governor's IHSS MOE proposal. Thank you for your consideration.

Sincerely,

John Peters  
Chairperson, Mono County Board of Supervisors

cc via email:

Honorable Members, Assembly Budget Subcommittee #1  
Honorable Members, Senate Budget and Fiscal Review Subcommittee #3

The Honorable Phil Ting, Chair, Assembly Budget Committee  
The Honorable Holly Mitchell, Chair, Senate Budget and Fiscal Review Committee  
Nicole Vazquez, Consultant, Assembly Budget Committee  
Renita Polk, Consultant, Senate Budget and Fiscal Review Committee  
Cyndi Hillery, Assembly Republican Fiscal Office  
Rebecca Hamilton, Senate Republican Fiscal Office  
Gail Gronert, Office of the Assembly Speaker  
Mareva Brown, Office of the Senate President pro Tempore  
Jason Sisney, Office of the Assembly Speaker  
Chris Woods, Office of the Senate President pro Tempore  
Mark Newton, Legislative Analyst's Office  
Ginni Bella Navarre, Legislative Analyst's Office  
Keely Bosler, Director, Department of Finance  
Adam Dorsey, Department of Finance  
Pat Leary, Acting Director, Department of Social Services  
Tam Ma, Deputy Legislative Secretary, Office of Governor Newsom  
Justin Garrett, California State Association of Counties



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2019

**Departments: Sheriff**

**TIME REQUIRED** 10 minutes (5 minute presentation, 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Sheriff Braun or Leslie Chapman

**SUBJECT** Resolution Ratifying and Continuing Declaration of Emergency

**AGENDA DESCRIPTION:**

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

Adopt proposed resolution ratifying and continuing the declaration of emergency made by the Mono County Director of Emergency Services on March 1, 2019, related to recent storms affecting Mono County which have resulted in excessive snow accumulation on roadways, roofs and other locations which threaten structures, vehicles and pedestrians and create conditions of peril and demands which are beyond the control, services, personnel, equipment and facilities of the County or other local governments to address.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

Potential State and/or Federal reimbursements for storm damage.

**CONTACT NAME:** Leslie Chapman

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Resolution Ratifying Sheriff's Declaration</a>
<input type="checkbox"/> <a href="#">Mono Emergency Proclamation</a>
<input type="checkbox"/> <a href="#">TOML Emergency Proclamation</a>
<input type="checkbox"/> <a href="#">State Emergency Proclamation</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/28/2019 2:55 PM	County Administrative Office	Yes
2/28/2019 2:58 PM	County Counsel	Yes
3/1/2019 4:10 PM	Finance	Yes





R19-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS RATIFYING  
PROCLAMATION OF LOCAL EMERGENCY  
AND DECLARING A CONTINUED STATE  
OF LOCAL EMERGENCY**

**WHEREAS**, the Mono County Sheriff/Director of Emergency Services did, on the 1<sup>st</sup> of March, 2019, issue a proclamation declaring a state of local emergency in the County of Mono, as a result of continuing snowmelt and runoff from severe winter storms beginning in February of 2019 and continuing to the present; and

**WHEREAS**, said runoff and snowmelt has caused, and is likely to continue to cause, damage to structures and infrastructure in Mono County ("County"), which creates conditions of disaster and extreme peril to public health and safety and requires the need for specialized equipment and additional personnel conditions; and

**WHEREAS**, among other things, snow has accumulated on roofs, roadways and covering fire hydrants within that is beyond the capacity of Mono County or local governments to address; and

**WHEREAS**, this excessive snow accumulation poses a threat of building collapse, creates unsafe vehicle and pedestrian conditions and has resulted in the need to open emergency shelters for stranded residents and visitors to the County; and

**WHEREAS**, these conditions are also likely to cause damage to other structures and infrastructure within the Town and County as runoff continues (and intensifies) throughout the spring; and

**WHEREAS**, the Board has duly reviewed the need for the local emergency in accordance with legal requirements; and

**WHEREAS**, the situation resulting from said conditions of disaster and extreme peril is still beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

1           **NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the  
2 County of Mono, State of California, does hereby ratify the aforementioned  
3 proclamation of local emergency and hereby declares a continued state of local  
4 emergency in the County.

5           **BE IT FURTHER RESOLVED THAT** consideration for a U.S. Small Business  
6 Administration Disaster Declaration for Individual Assistance and funding through the  
7 California Disaster Assistance Act, in addition to any and all recovery assistance the  
8 State of California can provide, are requested to respond to the emergency herein  
9 described, including as necessary to respond to such eligible damages resulting from  
10 the emergency which may later be discovered.

11           **PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of March, 2019, by the following  
12 vote, to wit:

13           **AYES:**

14           **NOES:**

15           **ABSENT:**

16           **ABSTAIN:**

17  
18           \_\_\_\_\_  
19           John Peters, Chair  
20           Mono County Board of Supervisors

21           **ATTEST:**

22           **APPROVED AS TO FORM:**

23           \_\_\_\_\_  
24           Clerk of the Board

25           \_\_\_\_\_  
26           County Counsel



**MONO COUNTY DIRECTOR OF EMERGENCY SERVICES  
PROCLAMATION OF LOCAL EMERGENCY**

**WHEREAS**, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Services to proclaim the existence of a local emergency in accordance Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions and the Board of Supervisors is not in session; and

**WHEREAS**, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County; and

**WHEREAS**, the Director of Emergency Services of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within the Town of Mammoth Lakes, which is entirely within Mono County, caused by Severe Winter Snowstorms, which began at approximately 6 p.m. on the 1st day of February 2019; and
2. that on February 3, 2019, the Town of Mammoth Lakes proclaimed a Local Emergency; and
3. that these conditions in the Town of Mammoth Lakes are beyond the control of the services, personnel, equipment, and facilities of Mono County; and
4. that on February 21, 2019, the Governor of the State of California proclaimed a State of Emergency, including Mono County, due to winter storms; and
5. that the Board of Supervisors of the County is not in session and cannot immediately be called into session;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said County, and

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on March 8, 2019, unless confirmed and ratified by the board of supervisors of the County of Mono.

Dated: March 1, 2019

By: Ingrid Braun,  
Mono County Sheriff-Coroner and  
Director of Emergency Services

Time: 7:00 a.m.



**PROCLAMATION OF THE TOWN MANAGER OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Section 2.48.060 of the Town of Mammoth Lakes Municipal Code appoints the Town Manager as the director of emergency services and provides the authority for the Town Manager to proclaim a local emergency if the Town Council is not in session; and

WHEREAS, Section 2.48.070 of the Town of Mammoth Lakes Municipal Code empowers the Town Manager to request the Town Council to proclaim the existence or threatened existence of a local emergency in accordance with Government Code section 8630; and

WHEREAS, whenever a local emergency is proclaimed by the Town Manager, the Town Council shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect; and

WHEREAS, the Town Manager of the Town of Mammoth Lakes made findings as a result of extreme winter snowstorms that conditions of extreme peril to the safety of persons and property have arisen within the Town, as a result of the severe weather and snow accumulations. The impact of the winter storm has and will create hazardous and unsafe conditions within the Town of Mammoth Lakes with potential damages to structures and unsafe roadways; and

WHEREAS, as a result of extreme winter snow storms the Town of Mammoth Lakes has received several feet of snow during the month of February 2019 with additional snow in the forecast. The Town Manager of the Town of Mammoth Lakes does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the Town as follows:

1. The storm event and snow accumulations on roofs has resulted in threats to the structural integrity of buildings including the Mammoth Hospital causing deflection of windows and door ways; and
2. Snow levels and storage of snow along local roadways has resulted in the need for the fire department to contract for services to clear snow for access to fire hydrants buried by snow; and
3. The Town is beyond its capacity and that of other local agencies to haul snow accumulations from the Town streets and rights of way creating unsafe conditions for vehicles and pedestrians; and

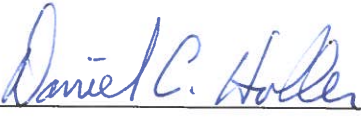
4. The Town has experienced winter storm warnings and blizzard warnings with current forecast for 4-8 feet of snow above 7000 feet west of Highway 395 from midnight Sunday February 3, through 10 pm Monday, with the Winter Storm Warning continuing through 4 pm Tuesday February 5, 2019 (see attached weather forecast); and
5. Areas of small avalanches have closed local roads and impacted local transit services; and
6. Blizzard conditions, freezing weather, high winds, and closure of roads may require emergency shelter for visitors and residents; and
7. These conditions resulted in operating conditions and demands beyond the control, services, personnel, equipment and facilities within the Town and from regional mutual aid to address the emergency and to assist in recovery efforts resulting in the need to request state resources; and
8. The Town Council of The Town of Mammoth Lakes is not in session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the Town; and

IT IS FURTHER PROCLAIMED AND ORDERED that a copy of this declaration be forwarded to the California Office of Emergency Services and to Mono County Officials; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions and duties of the emergency services organization of the Town of Mammoth Lakes shall be those prescribed by law, by ordinances and resolutions of this Town, and by the Town of Mammoth Lakes Emergency Operations Plan.

DATE: February 3, 2019

BY:   
Daniel C. Holler  
Town Manager



## West Coast Storm Bringing Widespread Impacts To California; Heavy Snow Expected From Montana to Minnesota

Heavy rainfall, burn scar flash flooding, strong winds, and heavy mountain snow will continue to impact California into Tuesday. A winter storm will bring heavy snow and dangerous travel conditions from Montana to Minnesota, and across portions of the Rockies early this week. Over the central and eastern U.S., a return to above normal temperatures is expected. [Read More >](#)

### Hazardous Weather Conditions

- [Winter Storm Warning until February 5, 04:00 PM PST](#)
- [Avalanche Warning](#)
- [Blizzard Warning in effect from February 4, 12:00 AM PST until February 4, 10:00 PM PST](#)

[En Español](#) | [Share](#)

### Current conditions at DW5868 Mammoth Lakes (D5868)

Lat: 37.62553°N Lon: 118.98145°W Elev: 8012ft.

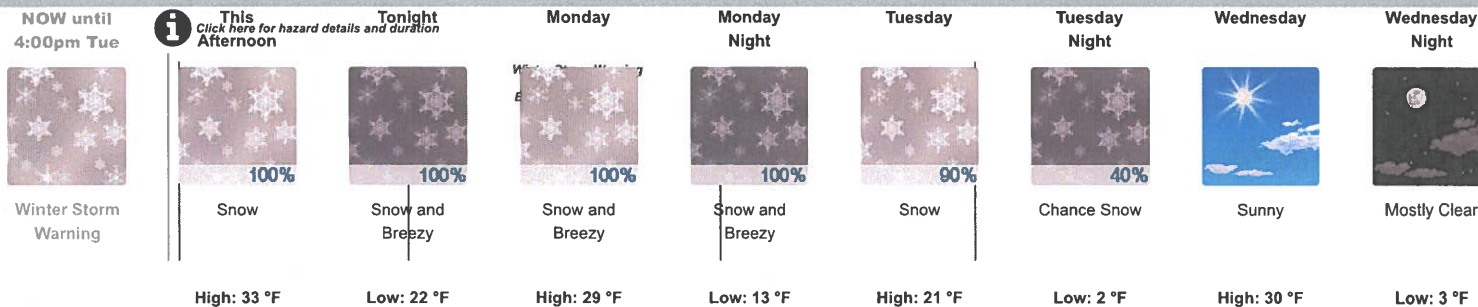
NA

# 27°F

-3°C

Humidity 87%  
 Wind Speed SW 8 G 20 MPH  
 Barometer 29.69 in  
 Dewpoint 24°F (-4°C)  
 Visibility NA  
 Wind Chill 19°F (-7°C)  
 Last update 03 Feb 4:47 pm PST

### Extended Forecast for Mammoth Lakes CA



### Detailed Forecast

**This Afternoon**  
 Snow. High near 33. South wind around 15 mph, with gusts as high as 30 mph. Chance of precipitation is 100%. Total daytime snow accumulation of 8 to 12 inches possible.

**Tonight**  
 Snow. Low around 22. Breezy, with a south wind 15 to 20 mph, with gusts as high as 35 mph. Chance of precipitation is 100%. New snow accumulation of 10 to 16 inches possible.

**Monday**  
 Snow. High near 29. Breezy, with a south wind around 20 mph, with gusts as high as 35 mph. Chance of precipitation is 100%. New snow accumulation of 13 to 19 inches possible.

**Monday Night**  
 Snow. Low around 13. Breezy, with a south wind 15 to 20 mph, with gusts as high as 35 mph. Chance of precipitation is 100%. New snow accumulation of 10 to 14 inches possible.

**Tuesday**  
 Snow, mainly before 4pm. High near 21. Southwest wind 10 to 15 mph, with gusts as high as 30 mph. Chance of precipitation is 90%. New snow accumulation of 4 to 8 inches possible.

**Tuesday Night**  
 A 40 percent chance of snow, mainly before 10pm. Mostly cloudy, with a low around 2. New snow accumulation of less than one inch possible.

**Wednesday**  
 Sunny, with a high near 30.

**Wednesday Night**  
 Mostly clear, with a low around 3.

**Thursday**  
 Mostly sunny, with a high near 31.

**Thursday Night**  
 Mostly cloudy, with a low around 10.

**Friday**  
 Mostly sunny, with a high near 30.

**Friday Night**  
 A slight chance of snow. Mostly cloudy, with a low around 12.



**Forecast Area**

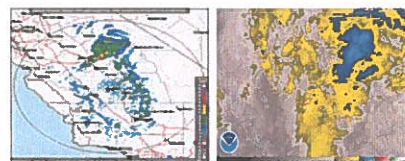
**Point Forecast:**  
 Mammoth Lakes CA  
 37.66°N 118.97°W (Elev. 8301 ft)

**Last Update:**  
 1:53 pm PST Feb 3, 2019

**Forecast Valid:**  
 5pm PST Feb 3, 2019-6pm PST Feb 10, 2019

### Additional Resources

#### Radar & Satellite Image



## National Weather Service

**Watches, Warnings & Advisories**

3 products issued by NWS for: Mammoth Lakes CA

[Share](#) |**Winter Storm Warning**

URGENT - WINTER WEATHER MESSAGE  
National Weather Service Reno NV  
1114 AM PST Sun Feb 3 2019

CAZ073-041915-

/O.NEW.KREV.BZ.W.0002.190204T0800Z-190205T0600Z/

/O.CON.KREV.WS.W.0004.000000T0000Z-190206T0000Z/

Mono County-

Including the cities of Bridgeport, Coleville, and Mammoth Lakes

1114 AM PST Sun Feb 3 2019

...WINTER STORM WARNING REMAINS IN EFFECT UNTIL 4 PM PST  
TUESDAY...

...BLIZZARD WARNING IN EFFECT FROM MIDNIGHT TONIGHT TO 10 PM PST  
MONDAY...

\* CHANGES...Blizzard Warning issued.

\* WHAT...Heavy snow with blizzard conditions expected. Additional snow accumulations of 1 to 2 feet along Highway 395, with 4 to 8 feet above 7000 feet west of Highway 395. Snow drifts could be deeper than 10 feet. Winds gusting as high as 50 mph this afternoon through Monday with gusts to 100 mph over ridges.

\* WHERE...Mono County.

\* WHEN...For the Winter Storm Warning, until 4 PM PST Tuesday.  
For the Blizzard Warning, from midnight tonight to 10 PM PST Monday.

\* ADDITIONAL DETAILS...Travel will be dangerous and could be impossible. Snowfall rates and winds will create periods of zero visibility. The hazardous conditions will impact commutes through the entire warning period. Strong winds could cause tree and powerline damage.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

This is a life threatening situation. Do not attempt to travel!  
Road crews and first responders may not be able to rescue you.  
Stay indoors until the snow and wind subside. Even a short walk could be deadly if you become disoriented.

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## Avalanche Warning

CAZ073-060400-

URGENT - IMMEDIATE BROADCAST REQUESTED

Avalanche Warning

Forest Service Eastern Sierra Avalanche Center

Relayed by National Weather Service Reno NV

700 AM PST Sat Feb 2 2019

The following message is transmitted at the request of the Forest Service Eastern Sierra Avalanche Center.

The Eastern Sierra Avalanche Center in Mammoth Lakes has issued a BACKCOUNTRY AVALANCHE WARNING for the following areas:

Eastern Sierra in Mono County.

- \* TIMING...In effect until 6 PM PST Tuesday.
- \* AFFECTED AREA...Virginia Lakes on the north to Bishop Creek on the south.
- \* AVALANCHE DANGER...HIGH avalanche danger will exist for the warning area through the day on Tuesday.
- \* REASON/IMPACTS...Heavy snow combined with wind will result in widespread areas of unstable snow.
- \* PRECAUTIONARY / PREPAREDNESS ACTIONS...Very dangerous avalanche conditions. Travel in avalanche terrain is not recommended. Avalanches may run long distances and can run into mature forests, valley floors, or flat terrain.

Consult <http://www.esavalanche.org/> or [www.avalanche.org](http://www.avalanche.org) for more detailed information.

Similar avalanche danger may exist at locations outside the coverage area of this or any avalanche center.

\$\$



**DEPARTMENT OF TRANSPORTATION**

DISTRICT 9 DISTRICT COMMUNICATIONS

500 SOUTH MAIN STREET

BISHOP, CA 93514

(760) 872-0601

www.dot.ca.gov



*Serious Drought.  
Help Save Water!*

**Sunday, February 3, 2019 @ 18:30 HRS**

Re: Current District 9 Road Restrictions

- 395: CLOSED from 1 Mi. NO Jct. 203 to S. Jct. 158 (Due to Snow & Low Visibility)**  
**R1 Chain Controls from 6 Mi. SO Jct. 203 to 1 Mi. NO Jct. 203**  
**R2 Chain Controls from 1 Mi. NO Jct. 203 to 7 Mi. SO Bridgeport**  
**R1 Chain Controls from 7 Mi. SO Bridgeport to 17 Mi. SO the Nevada State Line**
- 203: R1 Chain Controls from Jct. 395 to 4 Mi. WO Jct. 395  
 R2 Chain Controls from 4 Mi. WO Jct. 395 to the Mammoth Mtn. Inn
- 190: No Restrictions
- 182: No Restrictions
- 178W: No Restrictions
- 168W: No Restrictions
- 168E: No Restrictions
- 167: No Restrictions
- 158S: R2 Chain Controls from S. Jct. 395 to 3.5 Mi. NO June Lk. Village
- 120E: R1 Chain Controls from S. Jct. 395 to 5 Mi. EO S. Jct. 395
- 127: No Restrictions
- 108: R1 Chain Controls from 3.8 Mi. WO Jct. 395 to Jct. 395
- 58: No Restrictions
- 14: No Restrictions
- 6: No Restrictions
- |       |                    |   |
|-------|--------------------|---|
| 120W: | Tioga Pass         | CLOSED FOR THE WINTER (as of 09:15HRS 11/28/18) |
| 108:  | Sonora Pass        | CLOSED FOR THE WINTER (as of 10:00HRS 11/28/18) |
| 89:   | Monitor Pass       | CLOSED FOR THE WINTER (as of 10:00HRS 11/28/18) |
| 158N: | North June Lk Loop | CLOSED FOR THE WINTER (as of 15:00HRS 12/13/18) |
| 168W  | W/B @ Aspendell    | CLOSED FOR THE WINTER (as of 09:00HRS 11/19/18) |
| 120E  | Mono Mills Rd      | CLOSED FOR THE WINTER (as of 15:00HRS 12/13/18) |
| 270   | Bodie Rd.          | CLOSED DUE TO SNOW (as of 09:07HRS 11/22/18)    |
| 203   | Red's Meadow       | CLOSED FOR THE WINTER (as of 08:00HRS 11/15/18) |

Caltrans Road Conditions Toll Free Number: 1-800-427-ROAD (7623)

Nevada Road Conditions Toll Free Number: 1-877-687-6237 (1-877-NVROADS)

EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

**PROCLAMATION OF A STATE OF EMERGENCY**

**WHEREAS** beginning on January 5, 2019, an atmospheric river system swept across California, bringing high winds, substantial precipitation, and flooding, significantly impacting counties throughout the State; and

**WHEREAS** atmospheric river systems continued to impact California throughout January and into February 2019; and

**WHEREAS** beginning on February 12, 2019, another significant atmospheric river system swept across California, resulting in additional widespread damage; and

**WHEREAS** these winter storms caused extensive snowfall, high winds, dangerous flash flooding, erosion, widespread power outages, and mud and debris flows; and

**WHEREAS** these winter storms caused damage to critical infrastructure and to roads and highways throughout the State; and

**WHEREAS** under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to the winter storms in Calaveras, El Dorado, Humboldt, Los Angeles, Marin, Mendocino, Modoc, Mono, Monterey, Orange, Riverside, San Bernardino, San Diego, San Mateo, Santa Barbara, Santa Clara, Shasta, Tehama, Trinity, Ventura, and Yolo counties;

**WHEREAS** under the provisions of Government Code section 8558(b), I find that the conditions caused by the winter storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions;

**WHEREAS** under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the magnitude of the damage caused by the winter storms;

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in Calaveras, El Dorado, Humboldt, Los Angeles, Marin, Mendocino, Modoc, Mono, Monterey, Orange, Riverside, San Bernardino, San Diego, San Mateo, Santa Barbara, Santa Clara, Shasta, Tehama, Trinity, Ventura, and Yolo counties.

**IT IS HEREBY ORDERED THAT:**

1. All agencies of the state government utilize and employ state personnel, equipment, and facilities for the performance of any and all activities related to this state of emergency consistent with the direction of my Office of Emergency Services and the State Emergency Plan.
2. The California Department of Transportation shall formally request immediate assistance through the Federal Highway Administration's Emergency Relief Program, United States Code, Title 23, section 125, in order to obtain federal assistance for highway repairs or reconstruction.
3. The Office of Emergency Services shall provide assistance, as appropriate, under the authority of the California Disaster Assistance Act, California Government Code section 8680 et seq. and California Code of Regulations, Title 19, section 2900 et seq.

**I FURTHER DIRECT** that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 21st day of February 2019.



  
GAVIN NEWSOM  
Governor of California

**ATTEST:**

  
ALEX PADILLA  
Secretary of State



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2019

**Departments: Health**

**TIME REQUIRED** 30 minutes

**PERSONS APPEARING BEFORE THE BOARD** Louis Molina

**SUBJECT** Revision of MCC Chapter 7.08; Food Handling Establishments

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### AGENDA DESCRIPTION:

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

Presentation by Louis Molina regarding the proposed revision/repeal and replacement of Chapter 7.08 of the MCC, and discussion regarding proposed changes to the updated ordinance.

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### RECOMMENDED ACTION:

Board concurrence and direction on items discussed in the workshop, so that these issues can be adequately addressed in the draft ordinance that will be brought back to the Board at a later date for approval.

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### FISCAL IMPACT:

No fiscal impact; informational only.

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**CONTACT NAME:** Louis Molina

**PHONE/EMAIL:** 7609377246 / lmolina@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Presentation</a>
<a href="#">AB 626</a>

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### History

Time	Who	Approval
2/27/2019 9:12 AM	County Administrative Office	Yes

3/1/2019 6:58 AM

County Counsel

Yes

2/28/2019 10:42 AM

Finance

Yes



# MONO COUNTY HEALTH DEPARTMENT

## Environmental Health

P O .B O X 476, B R I D G E P O R T, C A 93517 P H O N E (760) 932-5580 • F A X (760) 932-5284  
P O .B O X 3329, M A M M O T H L A K E S, C A 93546 P H O N E (760) 924-1830 • F A X (760) 924-1831

February 19, 2019

**To:** Honorable Board of Supervisors

**From:** Louis Molina, Environmental Health Director

**Subject:** Proposal to Repeal and Replace Chapter 7.08 of the MCC – Food Handling Establishments

**Recommended Action:** Discussion and direction from Board on proposed changes to Chapter 7.08 of the Mono County Code.

**Discussion:** The last update to Chapter 7.08 of the Mono County Code, which relates to Food Handling Establishments, took place many decades ago. In that time, the California Health and Safety Code (CHSC) statutes that dictate requirements for food establishments in California has had many changes. It is for this reason that the current Chapter 7.08 needs to be repealed and replaced. The replacement ordinance will refer to the California Retail Food Code (CRFC), which is an excerpt of the current CHSC, for implementation of our food safety inspection program in Mono County. As part of this repeal/replacement, there are two specific items worthy of discussion that can be addressed as part of this process.

First, the MCC, Chapter 7.08 requires that newly constructed, or extensively remodeled food establishments (after the effective date of the code section), shall have 2 restrooms available for its guests when there are on-site eating facilities available. By contrast, the CRFC would allow less than 2 restrooms for food facilities that were constructed prior to January 1, 2004 and have been in continuous operation since that time. In fact, the CRFC would not require customer restrooms for these older food establishments if an establishment posts a sign stating that no restroom is available for customer use. With that said, the California Building Code (CBC) does require two customer restrooms for all newly constructed food establishments, and the MCC cannot be less restrictive. However, it is the intent of Mono County Environmental Health to allow a single restroom for those food establishments that were in operation prior to January 1, 2004, where there are 15 or less customer seats available (or as the CBC occupancy requirements allow), and where no alcoholic beverages are served. For all existing food establishments where alcoholic beverages are served or where there are more than the proposed 15 customer seats on site, 2 customer restrooms will continue to be required.

The second item for discussion relates to a newly enacted law, AB 626, which is a new addition to the CHSC and refers to microenterprise home kitchen operations (MHKO). New language in the CHSC states, “MHKO means a food facility that is operated by a resident in a private home where food is stored, handled, and prepared for, and may be served to, consumers...”. It further states, “...the governing body of a city or county, or city and county, shall have full discretion to authorize, by ordinance or resolution, the permitting of microenterprise home kitchen operations in accordance with this chapter.” In other words, the governing body must “opt in” to allow MHKO in that jurisdiction. Mono County Environmental Health would like to discuss with the Board pros and cons of the opt in option.

**Fiscal Impact:** No General Fund impact at this time. For discussion only.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by: \_\_\_\_\_  
Louis Molina, Environmental Health Director Date

Reviewed by: \_\_\_\_\_  
Sandra Pearce, Public Health Director Date



# Proposed Changes to MCC, Chapter 7.08 Food Handling Establishments

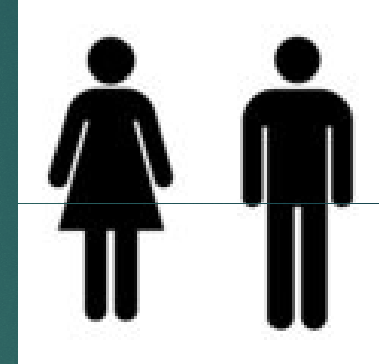
LOUIS MOLINA

MONO COUNTY HEALTH DEPARTMENT

BOARD OF SUPERVISORS MEETING – MARCH 8, 2019



- Restroom Requirements for Food Establishments
- AB – 626: Microenterprise Home Kitchen Operations



# Restroom Requirements for Food Establishments (MCC vs. CRFC)

## MCC Chapter 7.08,090 (D)

- ▶ Each food establishment providing onsite eating facilities constructed or extensively remodeled on or after the effective date of this code shall be provided with a minimum of two toilet rooms, one for each sex, for use by employees and patrons.

## California Retail Food Code (CRFC) Section 114276

- ▶ (b) (1) A permanent food facility shall provide clean toilet facilities in good repair for consumers, guest or invitees when there is onsite consumption of foods...
- ▶ (f) (1) ...a food facility that was constructed before January 1, 2004, that has been in continuous operation since January 1, 2004, and that provides space for the consumption of food on the premises shall either provide clean toilet facilities in good repair...or prominently post a sign within the food facility in a public area stating that toilet facilities are not provided.

# 2016 California Plumbing Code



## Section 422.2 Separate Facilities

Separate toilet facilities shall be provided for each sex.

### Exceptions:

(2) In occupancies with a total occupant load of 10 or less, including customers and employees, one toilet facility, designed for use by no more than one person at a time, shall be permitted for use by both sexes.






## Mono County Environmental Health proposes that the following language be included in the new Mono County Code for food facilities

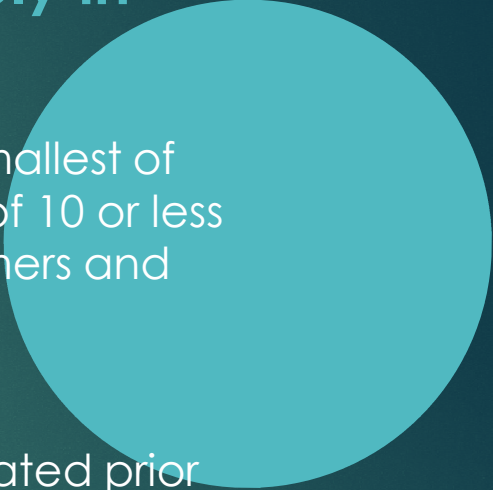
*Any food facility that provides space for the consumption of food on the premises shall provide two gender neutral toilet facilities (or similar legal language) for customers and employees.*

*Exception: Where the total occupant load of a food facility is 10 or less, including customers and employees, and where no alcoholic beverages are sold, one toilet facility, designed for use by no more than one person at a time, shall be permitted.*

*All other provisions regarding toilet facilities outlined in the California Retail Food Code shall apply.*



**In summation, the following deviations to the restroom requirements for food facilities from the current MCC and the current CRFC would apply in the new version of MCC, Chapter 7.08:**

- 
- ▶ MCC will no longer require two separate restrooms for the smallest of our food facilities. Those facilities that have an occupancy of 10 or less (and don't serve alcohol) can have one restroom for customers and employees. (Less restrictive than the current MCC.)
  - ▶ All food facilities in Mono County, even those built and operated prior to January 1, 2004, shall have at least one restroom available for customers. A sign stating that customer toilet facilities are not available wouldn't apply in any instance. (More restrictive than the CRFC.)



AB 6  
Microem  
Home Kitchen  
Operations

# Microenterprise Home Kitchen Operations (MHKO)

AB - 626 became law on January 1, 2019. Some of the reasons the California legislature declared for passing this law included:

- ▶ California's "farm to table" movement, prioritizing locally grown, produced and sustainable foods.
- ▶ Economic opportunities that MHKO can provide for "those that need them most – often women, immigrants, and people of color".
- ▶ Because of the high costs involved in opening and running a restaurant, including meeting all commercial cooking and refrigeration equipment requirements, construction standards, and sanitation requirements.
- ▶ The fact that so many private chefs, home caterers, and many other food "microentrepreneurs" are currently operating out of unlicensed and unregulated food facilities and private homes, with little access to education for best practices or safety guidelines, "because they feel they have no other option...".
- ▶ The fact that preparing and selling food from a home kitchen can be treated as a criminal act and may be punishable as a misdemeanor.

# Some Key Allowances Afforded to MKHO by the Passage of AB - 626

- ▶ MKHO are exempt from the following: commercial restaurant cooking and refrigeration equipment requirements, dedicated handwashing facilities, prohibition of household members and consumers from entering MKHO facilities during food production, prohibition on employee consumption of food, drink, or tobacco in the MKHO, commercial plumbing and sanitizing requirements, and limitations on the presence and handling of animals on the premises and within the MKHO.
- ▶ MKHO are exempt from planning and permitting provisions. A jurisdiction may not prohibit the operation, require a rezone of the property, or impose any other restriction on a MKHO in any residential dwelling for zoning purposes.
- ▶ A MKHO shall not constitute a change in occupancy for the purposes of the State Housing Law, or for the purposes of local building and fire codes.
- ▶ Only the “Lead Agency” may require a permit and charge a fee, regardless of whether multiple agencies are involved in the review and approval process.
- ▶ The enforcing agency may conduct no more than a single, scheduled inspection of the MKHO annually, unless complaints are received meeting certain requirements.



# Who approves MHKO to operate?

- ▶ The law says that the governing body of a city or county, or city and county, shall have full discretion to authorize, by ordinance or resolution, the permitting of microenterprise home kitchen operations in accordance with the chapter.
- ▶ Allowing MHKO in a jurisdiction is an “OPT IN” process required by the governing body. In the absence of an ordinance or resolution allowing them, MHKO are prohibited.
- ▶ What that means for Mono County is that the County or the Town of Mammoth Lakes can independently approve MHKO, by ordinance or resolution.
- ▶ The law further states that a permit issued by a county that has authorized the permitting of MHKO in accordance with this chapter shall be valid in any city within the county regardless of whether the city separately approved or prohibited MHKO within that city.

# Proposed Cleanup Language Being Considered for AB 626

- ▶ Section 114367. The governing body of a city, county, or city and county that is designated as the enforcement agency, as defined in Section 113773, shall have full discretion to authorize, by ordinance or resolution, permitting of microenterprise home kitchen operations in accordance with this chapter.
- ▶ (Note: Although the language is removed that says the county may issue permits for MHKO in a city, even if a city prohibits them, it is unclear (to me) if the new language noted above implicitly still allows this.)

# Proposed Cleanup Language to AB – 626 (continued)

- ▶ Allows employee consumption of food, drink, or tobacco within the MHKO designated area EXCEPT during times when food is being prepared as part of the MHKO.
- ▶ Allows consumer access to the MHKO EXCEPT when food is being prepared.
- ▶ The portion of the law designating a single lead agency as the only agency that may collect a fee as part of the approval process has been removed.

# Proposed Cleanup Language to AB – 626 (continued)

- ▶ The provision regarding a single routine inspection per year, inspections following complaints, and when those inspections can be conducted has been more clearly written.
- ▶ No mention of the word “catering”, or any variation of that word, shall be permitted in a listing or publication of a MHKO.
- ▶ A MHKO that advertises must include in the advertisement the name of the enforcement agency, the permit number, and a statement that the food prepared is “Made in a home Kitchen”.



QUESTIONS???

## Assembly Bill No. 626

### CHAPTER 470

An act to amend Sections 110460, 111955, 113789, and 114390 of, to add Section 113825 to, and to add Chapter 11.6 (commencing with Section 114367) to Part 7 of Division 104 of, the Health and Safety Code, relating to the California Retail Food Code.

[Approved by Governor September 18, 2018. Filed with  
Secretary of State September 18, 2018.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 626, Eduardo Garcia. California Retail Food Code: microenterprise home kitchen operations.

Existing law, the California Retail Food Code, establishes uniform health and sanitation standards for retail food facilities for regulation by the State Department of Public Health, and requires local enforcement agencies to enforce these provisions. Existing law defines "food facility" as an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, as specified. Existing law exempts, among others, a private home, including a registered or permitted cottage food operation, from the definition of food facility. A violation of the California Retail Food Code is generally a misdemeanor.

This bill would, among other things, include a microenterprise home kitchen operation within the definition of a food facility, and would define a microenterprise home kitchen operation to mean a food facility that is operated by a resident in a private home where food is stored, handled, and prepared for, and may be served to, consumers, and that meets specified requirements, including, among others, that the operation has no more than one full-time equivalent food employee and has no more than \$50,000 in verifiable gross annual sales. The bill would specify that the governing body of a city or county, or city and county, shall have full discretion to authorize, by ordinance or resolution, the permitting of microenterprise home kitchen operations in accordance with the provisions of this bill, except as provided. The bill would require a microenterprise home kitchen operation to be considered a restricted food service facility for purposes of certain provisions of the code, except as otherwise provided, and would exempt a microenterprise home kitchen operation from various provisions applicable to food facilities, including, among others, provisions relating to handwashing, sinks, ventilation, and animals. The bill would require the applicant for a permit to operate a microenterprise home kitchen operation to submit to the local enforcement agency written standard operating procedures that include specified information, including all food types or

products that will be handled and the days and times that the home kitchen will potentially be utilized as a microenterprise home kitchen operation.

The bill would require an Internet food service intermediary, as defined, that lists or promotes a microenterprise home kitchen operation on its Internet Web site or mobile application to, among other things, be registered with the department, to clearly and conspicuously post on its Internet Web site or mobile application the requirements for the permitting of a microenterprise home kitchen operation, as specified, prior to the publication of the microenterprise home kitchen operation's offer of food for sale, and to submit the name and permit number of a microenterprise home kitchen operation to the local enforcement agency if it receives, through its Internet Web site or mobile application, 3 or more unrelated individual food safety or hygiene complaints in a calendar year from consumers who have made a purchase through its Internet Web site or mobile application. The bill would also make related findings and declarations.

By expanding the scope of a crime, this bill would impose a state-mandated local program.

This bill would incorporate additional changes to Section 113789 of the Health and Safety Code proposed by AB 2178 and AB 2524 to be operative only if this bill and AB 2178, this bill and AB 2524, or all 3 bills are enacted and this bill is enacted last.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

*The people of the State of California do enact as follows:*

SECTION 1. (a) The Legislature finds and declares all of the following:

(1) California is the largest agricultural producer and exporter in the United States.

(2) California is home to the "farm-to-table" movement, which embraces the idea that restaurants and other food sellers should prioritize locally and sustainably produced foods.

(3) Many cities have embraced the idea of locally grown, produced, and prepared foods. Sacramento, for example, proclaimed itself the farm-to-fork capital of America.

(4) Accordingly, Californians have shown a preference for supporting local agriculture and local business and for finding sustainable solutions to food insecurity.

(5) The retail and commercial food market is an integral part of California's economy.

(6) Small-scale, home-cooking operations can create significant economic opportunities for Californians that need them most — often women, immigrants, and people of color.

(7) Under existing law, individuals can sell food through retail food facilities or cottage food operations, the latter of which being limited to a restricted list that primarily consists of nonperishable food items that can be prepared in the home. Both of these options make it difficult for the vast majority of home cooks to independently benefit from their labor, skills, and limited resources.

(8) Because the bar for entry to restaurant ownership is high, and the cost of renting a retail kitchen is so great, an informal economy of locally produced and prepared hot foods exists in the form of meal preparation services, food carts, and communally shared meals.

(9) However, due to a lack of appropriate regulations, many experienced cooks in California are unable to legally participate in the locally prepared food economy and to earn an income legally therein.

(10) As a result, and because they feel they have no other option, thousands of private chefs, home caterers, and many other food microentrepreneurs cook out of private homes or unlicensed food facilities, with little access to education for best practices or safety guidelines.

(11) Many of these cooks are unable to enter the traditional food economy based on disability, family responsibilities, or lack of opportunity.

(12) Under existing law, preparing and selling food from a home kitchen normally can be treated as a criminal act and may be punishable as a misdemeanor.

(13) Providing guidelines, training, and safety resources to home cooks would also increase public health safeguards in existing informal food economies.

(14) The exchange of home-cooked food can also improve access to healthy foods for communities, particularly in food deserts with severely limited options.

(15) The California Retail Food Code establishes health and sanitation standards for retail food facilities. That law exempts private homes from the definition of a food facility and includes cottage food operations in that exemption.

(16) Therefore, the Legislature should create a framework that authorizes the safe preparation and sale of meals prepared in home kitchens, providing adequate regulations and requirements for food handling and safety.

(b) It is the intent of the Legislature that this act authorize the use of home kitchens for small-scale, direct food sales by home cooks to consumers, providing appropriate flexibility in food types and appropriate health and sanitation standards.

SEC. 2. Section 110460 of the Health and Safety Code is amended to read:

110460. No person shall engage in the manufacture, packing, or holding of any processed food in this state unless the person has a valid registration from the department, except those engaged exclusively in the storing, handling, or processing of dried beans. The registration shall be valid for one calendar year from the date of issue, unless it is revoked. The registration shall not be transferable. This section shall not apply to a cottage food



operation that is registered or has a permit pursuant to Section 114365 or a microenterprise home kitchen, as defined in Section 113825.

SEC. 3. Section 111955 of the Health and Safety Code is amended to read:

111955. “Food processing establishment,” as used in this chapter, shall mean any room, building, or place or portion thereof, maintained, used, or operated for the purpose of commercially storing, packaging, making, cooking, mixing, processing, bottling, canning, packing, slaughtering, or otherwise preparing or handling food except restaurants. “Food processing establishment” shall not include a cottage food operation that is registered or has a permit pursuant to Section 114365 or a microenterprise home kitchen, as defined in Section 113825.

SEC. 4. Section 113789 of the Health and Safety Code is amended to read:

113789. (a) “Food facility” means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following:

(1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.

(2) A place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials.

(b) “Food facility” includes permanent and nonpermanent food facilities, including, but not limited to, the following:

(1) Public and private school cafeterias.

(2) Restricted food service facilities.

(3) Licensed health care facilities, except as provided in paragraph (12) of subdivision (c).

(4) Commissaries.

(5) Mobile food facilities.

(6) Mobile support units.

(7) Temporary food facilities.

(8) Vending machines.

(9) Certified farmers’ markets, for purposes of permitting and enforcement pursuant to Section 114370.

(10) Farm stands, for purposes of permitting and enforcement pursuant to Section 114375.

(11) Fishermen’s markets.

(12) Microenterprise home kitchen operations.

(c) “Food facility” does not include any of the following:

(1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.

(2) A private home when used for private, noncommercial purposes or when used as a cottage food operation that is registered or has a permit pursuant to Section 114365.

(3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90-day period.

(4) A for-profit entity that gives or sells food at an event that occurs not more than three days in a 90-day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.

(5) Premises set aside for wine tasting, as that term is used in Section 23356.1 of the Business and Professions Code, or premises set aside by a beer manufacturer, as defined in Section 25000.2 of the Business and Professions Code, and in the regulations adopted pursuant to those sections, that comply with Section 118375, regardless of whether there is a charge for the wine or beer tasting, if no other beverage, except for bottles of wine or beer and prepackaged nonpotentially hazardous beverages, is offered for sale or for onsite consumption and no food, except for crackers, pretzels, or prepackaged food that is not potentially hazardous food is offered for sale or for onsite consumption.

(6) An outlet or location, including, but not limited to, premises, operated by a producer, selling or offering for sale only whole produce grown by the producer or shell eggs, or both, provided the sales are conducted at an outlet or location controlled by the producer.

(7) A commercial food processing establishment, as defined in Section 111955.

(8) A child day care facility, as defined in Section 1596.750.

(9) A community care facility, as defined in Section 1502.

(10) A residential care facility for the elderly, as defined in Section 1569.2.

(11) A residential care facility for the chronically ill, which has the same meaning as a residential care facility, as defined in Section 1568.01.

(12) (A) An intermediate care facility for the developmentally disabled, as defined in subdivisions (e), (h), and (m) of Section 1250, with a capacity of six beds or fewer.

(B) A facility described in subparagraph (A) shall report any foodborne illness or outbreak to the local health department and to the State Department of Public Health within 24 hours of the illness or outbreak.

(13) A community food producer, as defined in Section 113752.

SEC. 4.1. Section 113789 of the Health and Safety Code is amended to read:

113789. (a) “Food facility” means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following:

(1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.

(2) A place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials.

(b) “Food facility” includes permanent and nonpermanent food facilities, including, but not limited to, the following:

(1) Public and private school cafeterias.  
(2) Restricted food service facilities.  
(3) Licensed health care facilities, except as provided in paragraph (12) of subdivision (c).

(4) Commissaries.  
(5) Mobile food facilities.  
(6) Mobile support units.  
(7) Temporary food facilities.  
(8) Vending machines.  
(9) Certified farmers’ markets, for purposes of permitting and enforcement pursuant to Section 114370.

(10) Farm stands, for purposes of permitting and enforcement pursuant to Section 114375.

(11) Fishermen’s markets.  
(12) Microenterprise home kitchen operations.

(c) “Food facility” does not include any of the following:

(1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.

(2) A private home when used for private, noncommercial purposes or when used as a cottage food operation that is registered or has a permit pursuant to Section 114365.

(3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90-day period.

(4) A for-profit entity that gives or sells food at an event that occurs not more than three days in a 90-day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.

(5) Premises set aside for wine tasting, as that term is used in Section 23356.1 of the Business and Professions Code, or premises set aside by a beer manufacturer, as defined in Section 25000.2 of the Business and Professions Code, and in the regulations adopted pursuant to those sections, that comply with Section 118375, regardless of whether there is a charge for the wine or beer tasting, if no other beverage, except for bottles of wine or beer and prepackaged nonpotentially hazardous beverages, is offered for sale or for onsite consumption and no food, except for crackers, pretzels, or prepackaged food that is not potentially hazardous food is offered for sale or for onsite consumption.

(6) An outlet or location, including, but not limited to, premises, operated by a producer, selling or offering for sale only whole produce grown by the producer or shell eggs, or both, provided the sales are conducted at an outlet or location controlled by the producer.

(7) A commercial food processing establishment, as defined in Section 111955.

(8) A child day care facility, as defined in Section 1596.750.

(9) A community care facility, as defined in Section 1502.

(10) A residential care facility for the elderly, as defined in Section 1569.2.

(11) A residential care facility for the chronically ill, which has the same meaning as a residential care facility, as defined in Section 1568.01.

(12) (A) An intermediate care facility for the developmentally disabled, as defined in subdivisions (e), (h), and (m) of Section 1250, with a capacity of six beds or fewer.

(B) A facility described in subparagraph (A) shall report any foodborne illness or outbreak to the local health department and to the State Department of Public Health within 24 hours of the illness or outbreak.

(13) A community food producer, as defined in Section 113752.

(14) A limited service charitable feeding operation, as defined in Section 113819.

SEC. 4.2. Section 113789 of the Health and Safety Code is amended to read:

113789. (a) “Food facility” means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following:

(1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.

(2) A place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials.

(b) “Food facility” includes permanent and nonpermanent food facilities, including, but not limited to, the following:

(1) Public and private school cafeterias.

(2) Restricted food service facilities.

(3) Licensed health care facilities, except as provided in paragraph (12) of subdivision (c).

(4) Commissaries.

(5) Mobile food facilities.

(6) Mobile support units.

(7) Temporary food facilities.

(8) Vending machines.

(9) Certified farmers’ markets, for purposes of permitting and enforcement pursuant to Section 114370.

(10) Farm stands, for purposes of permitting and enforcement pursuant to Section 114375.

(11) Fishermen’s markets.

(12) Microenterprise home kitchen operations.

(13) Catering operation.

(14) Host facility.

(c) “Food facility” does not include any of the following:

(1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.

(2) A private home when used for private, noncommercial purposes or when used as a cottage food operation that is registered or has a permit pursuant to Section 114365.

(3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90-day period.

(4) A for-profit entity that gives or sells food at an event that occurs not more than three days in a 90-day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.

(5) Premises set aside for wine tasting, as that term is used in Section 23356.1 of the Business and Professions Code, or premises set aside by a beer manufacturer, as defined in Section 25000.2 of the Business and Professions Code, and in the regulations adopted pursuant to those sections, that comply with Section 118375, regardless of whether there is a charge for the wine or beer tasting, if no other beverage, except for bottles of wine or beer and prepackaged nonpotentially hazardous beverages, is offered for sale or for onsite consumption and no food, except for crackers, pretzels, or prepackaged food that is not potentially hazardous food is offered for sale or for onsite consumption.

(6) An outlet or location, including, but not limited to, premises, operated by a producer, selling or offering for sale only whole produce grown by the producer or shell eggs, or both, provided the sales are conducted at an outlet or location controlled by the producer.

(7) A commercial food processing establishment, as defined in Section 111955.

(8) A child day care facility, as defined in Section 1596.750.

(9) A community care facility, as defined in Section 1502.

(10) A residential care facility for the elderly, as defined in Section 1569.2.

(11) A residential care facility for the chronically ill, which has the same meaning as a residential care facility, as defined in Section 1568.01.

(12) (A) An intermediate care facility for the developmentally disabled, as defined in subdivisions (e), (h), and (m) of Section 1250, with a capacity of six beds or fewer.

(B) A facility described in subparagraph (A) shall report any foodborne illness or outbreak to the local health department and to the State Department of Public Health within 24 hours of the illness or outbreak.

(13) A community food producer, as defined in Section 113752.

SEC. 4.3. Section 113789 of the Health and Safety Code is amended to read:

113789. (a) “Food facility” means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following:

(1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.

(2) A place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials.

(b) “Food facility” includes permanent and nonpermanent food facilities, including, but not limited to, the following:

(1) Public and private school cafeterias.

(2) Restricted food service facilities.

(3) Licensed health care facilities, except as provided in paragraph (12) of subdivision (c).

(4) Commissaries.

(5) Mobile food facilities.

(6) Mobile support units.

(7) Temporary food facilities.

(8) Vending machines.

(9) Certified farmers’ markets, for purposes of permitting and enforcement pursuant to Section 114370.

(10) Farm stands, for purposes of permitting and enforcement pursuant to Section 114375.

(11) Fishermen’s markets.

(12) Microenterprise home kitchen operations.

(13) Catering operation.

(14) Host facility.

(c) “Food facility” does not include any of the following:

(1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.

(2) A private home when used for private, noncommercial purposes or when used as a cottage food operation that is registered or has a permit pursuant to Section 114365.

(3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90-day period.

(4) A for-profit entity that gives or sells food at an event that occurs not more than three days in a 90-day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.

(5) Premises set aside for wine tasting, as that term is used in Section 23356.1 of the Business and Professions Code, or premises set aside by a beer manufacturer, as defined in Section 25000.2 of the Business and Professions Code, and in the regulations adopted pursuant to those sections, that comply with Section 118375, regardless of whether there is a charge for the wine or beer tasting, if no other beverage, except for bottles of wine or beer and prepackaged nonpotentially hazardous beverages, is offered for sale or for onsite consumption and no food, except for crackers, pretzels, or prepackaged food that is not potentially hazardous food is offered for sale or for onsite consumption.

(6) An outlet or location, including, but not limited to, premises, operated by a producer, selling or offering for sale only whole produce grown by the

producer or shell eggs, or both, provided the sales are conducted at an outlet or location controlled by the producer.

(7) A commercial food processing establishment, as defined in Section 111955.

(8) A child day care facility, as defined in Section 1596.750.

(9) A community care facility, as defined in Section 1502.

(10) A residential care facility for the elderly, as defined in Section 1569.2.

(11) A residential care facility for the chronically ill, which has the same meaning as a residential care facility, as defined in Section 1568.01.

(12) (A) An intermediate care facility for the developmentally disabled, as defined in subdivisions (e), (h), and (m) of Section 1250, with a capacity of six beds or fewer.

(B) A facility described in subparagraph (A) shall report any foodborne illness or outbreak to the local health department and to the State Department of Public Health within 24 hours of the illness or outbreak.

(13) A community food producer, as defined in Section 113752.

(14) A limited service charitable feeding operation, as defined in Section 113819.

SEC. 5. Section 113825 is added to the Health and Safety Code, to read:

113825. (a) "Microenterprise home kitchen operation" means a food facility that is operated by a resident in a private home where food is stored, handled, and prepared for, and may be served to, consumers, and that meets all of the following requirements:

(1) The operation has no more than one full-time equivalent food employee, not including a family member or household member.

(2) Food is prepared, cooked, and served on the same day.

(3) Food is consumed onsite at the microenterprise home kitchen operation or offsite if the food is picked up by the consumer or delivered within a safe time period based on holding equipment capacity.

(4) Food preparation does not involve processes that require a HACCP plan, as specified in Section 114419, or the production, service, or sale of raw milk or raw milk products, as defined in Section 11380 of Title 17 of the California Code of Regulations.

(5) The service and sale of raw oysters is prohibited.

(6) Food preparation is limited to no more than 30 individual meals per day, or the approximate equivalent of meal components when sold separately, and no more than 60 individual meals, or the approximate equivalent of meal components when sold separately, per week. The local enforcement agency may decrease the limit of the number of individual meals prepared based on food preparation capacity of the operation, but shall not, in any case, increase the limit of the number of individual meals prepared.

(7) The operation has no more than fifty thousand dollars (\$50,000) in verifiable gross annual sales, as adjusted annually for inflation based on the California Consumer Price Index.

(8) The operation only sells food directly to consumers and not to any wholesaler or retailer. For purposes of this paragraph, the sale of food

prepared in a microenterprise home kitchen operation through the Internet Web site or mobile application of an Internet food service intermediary, as defined in Section 114367.6, is a direct sale to consumers. An operation that sells food through the Internet Web site or mobile application of an Internet food service intermediary shall consent to the disclosures specified in paragraphs (6) and (7) of subdivision (a) of Section 114367.6.

(b) “Microenterprise home kitchen operation” does not include either of the following:

- (1) A catering operation.
- (2) A cottage food operation, as defined in Section 113758.

(c) For purposes of this section, “resident of a private home” means an individual who resides in the private home when not elsewhere for labor or other special or temporary purpose.

SEC. 6. Chapter 11.6 (commencing with Section 114367) is added to Part 7 of Division 104 of the Health and Safety Code, to read:

#### CHAPTER 11.6. MICROENTERPRISE HOME KITCHEN OPERATION

114367. (a) Except as provided in subdivision (b), the governing body of a city or county, or city and county, shall have full discretion to authorize, by ordinance or resolution, the permitting of microenterprise home kitchen operations in accordance with this chapter.

(b) A permit issued by a county that has authorized the permitting of microenterprise home kitchen operations in accordance with this chapter shall be valid in any city within the county regardless of whether the city has separately enacted an ordinance or resolution to authorize or prohibit the permitting of microenterprise home kitchen operations within that city.

114367.1. (a) A microenterprise home kitchen operation, as defined in Section 113825, shall be considered a restricted food service facility for purposes of, and subject to all applicable requirements of, Chapter 1 (commencing with Section 113700) to Chapter 9 (commencing with Section 114265), inclusive, Chapter 12.6 (commencing with Section 114377), and Chapter 13 (commencing with Section 114380), except as otherwise provided in this chapter.

(b) A microenterprise home kitchen operation shall be exempt from all of the following provisions:

(1) Handwashing facilities requirements, as required in Section 113953, provided that a handwashing sink is supplied with warm water and located in the toilet room and supplied, as specified in Section 113953.2.

(2) Any provision in this part relating to sinks, warewashing machines, and manual or machine sanitation, including but not limited to, Sections 114099, 114099.2, 114099.4, 114099.6, 114099.7, 114101.1, 114101.2, 114103, 114107, 114123, 114125, 114163, and 114279, provided that the sink in a microenterprise home kitchen operation has hot and cold water and is fully operable.



(3) Prohibition on the presence of persons unnecessary to the food facility operation in the food preparation, food storage, or warewashing areas, as specified in Section 113945.1.

(4) No smoking sign posting requirements, as specified in Section 113978.

(5) Limitations on employee consumption of food, drink, or tobacco outside of designated areas, as specified in Sections 113977 and 114256.

(6) Limitations on consumer access to the food facility through food preparation areas, as specified in Section 113984.1.

(7) Display guard, cover, and container requirements, as specified in Section 114060, provided that any food on display that is not protected from the direct line of a consumer's mouth by an effective means is not served or sold to any subsequent consumer.

(8) Limitations on outdoor display and sale of foods, as specified in Section 114069.

(9) Requirements to provide clean drinking cups and tableware for second portions and beverage refills, as specified in Section 114075.

(10) Requirements pertaining to the characteristics and certification of utensils and equipment, as specified in Sections 114130, 114130.1, and 114139, provided that utensils and equipment are designed to retain their characteristic qualities under normal use conditions.

(11) Requirements pertaining to the characteristics, construction, and multiuse of food-contact and nonfood-contact surfaces, as specified in Sections 114130.1, 114130.3, and 114130.4, provided that food contact surfaces are smooth, easily cleanable, and in good repair.

(12) Requirements pertaining to the characteristics, construction, and disassembly of clean in place (CIP) equipment, as specified in Section 114130.5.

(13) Limitations on the use of wood as a food contact surface and in connection with other equipment, as specified in Section 114132.

(14) Any provision in this part relating to ventilation, including, but not limited to, Article 2 (commencing with Section 114149) of Chapter 6, provided that gases, odors, steam, heat, grease, vapors, and smoke are able to escape from the kitchen.

(15) Requirements that cold or hot holding equipment used for potentially hazardous food be equipped with integral or permanently affixed temperature measuring device or product mimicking sensors, as specified in subdivision (c) of Section 114157.

(16) Requirements pertaining to the installation of fixed, floor-mounted, and table-mounted equipment, as specified in Section 114169.

(17) Dedicated laundry facility requirements, as specified in Section 114185.5, provided that linens used in connection with the microenterprise home kitchen operation shall be laundered separately from the household and other laundry.

(18) Requirements pertaining to water, plumbing, drainage, and waste, as specified in Sections 114193, 114193.1, and 114245.7.

(19) Any requirement that a microenterprise home kitchen operation have more than one toilet facility or that access to the toilet facility not

require passage through the food preparation, food storage, or utensil washing areas, including, but not limited to, the requirements specified in Sections 114250 and 114276.

(20) Light intensity, light source, and lightbulb requirements, as specified in Sections 114252 and 114252.1, provided that food preparation areas are well lighted by natural or artificial light whenever food is being prepared.

(21) Requirements to provide and use lockers, storage facilities, and designated dressing areas, and that food facility premises be free of litter and items that are unnecessary to the operation, as specified in Sections 114256.1 and 114257.1, provided that personal effects and clothing not ordinarily found in a home kitchen are placed or stored away from food preparation areas and dressing takes place outside of the kitchen.

(22) Limitations on the presence and handling of animals, such as domestic, service, or patrol animals, as specified in Sections 114259.4 and 114259.5, provided that all animals, other than service animals, are kept outside of the kitchen and dining areas during food service and preparation.

(23) Requirements pertaining to floor, wall, and ceiling surfaces, as specified in Sections 114268, 114269, and 114271, provided that the floor, wall, and ceiling surfaces of the kitchen, storage, and toilet areas are smooth, of durable construction, and easily cleanable with no limitations on the use of wood, tile, and other nonfiber floor surfaces ordinarily used in residential settings.

(24) Any local evaluation or grading system for food facilities, as authorized by Section 113709.

(25) All prohibitions and limitations on the use of a kitchen in a private home as a food facility, including, but not limited to, prohibitions and limitations specified in Section 114285, provided that food is not prepared in designated sleeping quarters. Open kitchens adjacent to living and sleeping areas, kitchens in efficiency, studio, and loft-style residences, and kitchens without doors at all points of ingress and egress may be used in microenterprise home kitchen operations.

(26) Planning and permitting provisions of Sections 114380, 114381, and 114381.2.

(c) A microenterprise home kitchen operation may operate an open-air barbecue or outdoor wood-burning oven, pursuant to the requirements of Section 114143.

(d) The operator of a microenterprise home kitchen operation shall successfully pass an approved and accredited food safety certification examination, as specified in Section 113947.1.

(e) Any individual, other than the operator, who is involved in the preparation, storage, or service of food in a microenterprise home kitchen operation shall be subject to the food handler card requirements specified in Section 113948.

114367.2. (a) A microenterprise home kitchen operation shall not be open for business unless it has obtained a permit issued from the local enforcement agency.

(b) The department shall post on its Internet Web site the requirements for the permitting of a microenterprise home kitchen operation, pursuant to this chapter and any ordinance, resolution, or rules adopted by any city or county, or city and county, that has authorized the permitting of microenterprise home kitchen operations, which shall be written at a high school level.

(c) The applicant shall submit to the local enforcement agency written standard operating procedures that include all of the following information:

(1) All food types or products that will be handled.

(2) The proposed procedures and methods of food preparation and handling.

(3) Procedures, methods, and schedules for cleaning utensils, equipment, and for the disposal of refuse.

(4) How food will be maintained at the required holding temperatures, as specified in Section 113996, pending pickup by consumer or during delivery.

(5) Days and times that the home kitchen will potentially be utilized as a microenterprise home kitchen operation.

(d) (1) The local enforcement agency shall issue a permit after an initial inspection has determined that the proposed microenterprise home kitchen operation and its method of operation comply with the requirements of this chapter.

(2) A local enforcement agency shall not require a microenterprise home kitchen operation to comply with food safety requirements that are different from, or in addition to, the requirements of this chapter.

(e) For purposes of permitting, the permitted area includes the home kitchen, onsite consumer eating area, food storage, utensils and equipment, toilet room, janitorial or cleaning facilities, and refuse storage area. Food operations shall not be conducted outside of the permitted areas.

(f) A local enforcement agency may require a microenterprise home kitchen operation to renew its permit annually.

(g) A permit, once issued, is nontransferable. A permit shall be valid only for the person and location specified by that permit, and, unless suspended or revoked for cause, for the time period indicated.

(h) The permit, or an accurate copy thereof, shall be retained by the operator onsite and displayed at all times the microenterprise home kitchen operation is in operation.

(i) A local enforcement agency may collect a fee for the issuance of a permit pursuant to this chapter in an amount that does not exceed the reasonable administrative costs by the local enforcement agency in issuing the permit.

(j) Notwithstanding any other law, if there are multiple local agencies involved in the issuance of any type of permit, license, or other authorization to a microenterprise home kitchen operation, the governing body of the city or county, or city and county, shall designate one lead local agency that shall be vested with the sole authority to accept all applications for, to collect all fees for, and to issue, any permit, license, or other authorization required

for a microenterprise home kitchen operation to operate in the city or county, or city and county. A local agency other than the lead local agency shall not accept any applications for, collect any fees for, nor issue, any permits for the same purpose.

114367.3. (a) Notwithstanding any other law, after the initial inspection for purposes of determining compliance with this chapter, a microenterprise home kitchen operation shall not be subject to routine inspections, except that a representative of a local enforcement agency may access, for inspection purposes, the permitted area of a microenterprise home kitchen operation after the occurrence of either of the following:

(1) The representative has provided the microenterprise home kitchen operation with reasonable advance notice.

(2) The representative has a valid reason, such as a consumer complaint, to suspect that adulterated or otherwise unsafe food has been produced or served by the microenterprise home kitchen operation, or that the microenterprise home kitchen operation has otherwise been in violation of this part.

(b) Notwithstanding any other law, a microenterprise home kitchen operation shall not be subject to more than one inspection each year by the local enforcement agency, except in cases in which the local enforcement agency has valid reason, such as a consumer complaint, to suspect that adulterated or otherwise unsafe food has been produced or served by the microenterprise home kitchen operation, or that the microenterprise home kitchen operation has otherwise been in violation of this part.

(c) The local enforcement agency shall document the reason for the inspection, keep that documentation on file with the microenterprise home kitchen operation's permit, and provide the reason in writing to the operator of the microenterprise home kitchen operation.

(d) Access provided under this section is limited to the permitted area of the microenterprise home kitchen operation, during the posted operating hours of the microenterprise home kitchen operation, and solely for the purpose of enforcing or administering this part.

(e) A local enforcement agency may seek recovery from a microenterprise home kitchen operation of an amount that does not exceed the local enforcement agency's reasonable costs of inspecting the microenterprise home kitchen operation for compliance with this part if the microenterprise home kitchen operation is found to be in violation of this part.

114367.4. (a) (1) A city, county, or city and county shall not prohibit the operation of, require a permit to operate, require a rezone of the property for, or levy any fees on, or impose any other restriction on, a microenterprise home kitchen operation in any residential dwelling for zoning purposes. A microenterprise home kitchen operation shall be a permitted use of residential property in any residential dwelling for zoning purposes if the microenterprise home kitchen operation complies with both of the following criteria:

(A) Abstain from posting signage or other outdoor displays advertising the microenterprise home kitchen operation.

(B) Be in compliance with applicable local noise ordinances.

(2) This subdivision does not supersede or otherwise limit the investigative and enforcement authority of the city, county, or city and county with respect to violations of its nuisance ordinances.

(b) The use of a residence for the purposes of a microenterprise home kitchen operation shall not constitute a change of occupancy for purposes of the State Housing Law (Part 1.5 (commencing with Section 17910) of Division 13 of the Health and Safety Code), or for purposes of local building and fire codes.

(c) A microenterprise home kitchen operation shall be considered a residence for the purposes of the State Uniform Building Standards Code and local building and fire codes.

114367.5. (a) A person delivering food on behalf of a microenterprise home kitchen operation with a permit issued pursuant to Section 114367.2 shall be an employee of the operation or a family member or household member of the permit holder, and, if the person drives a motor vehicle in the delivery of the food, the person shall have a valid driver's license.

(b) The microenterprise home kitchen operation shall keep on file a copy of the valid driver's license of a person delivering food on behalf of the operation.

114367.6. (a) An Internet food service intermediary that lists or promotes a microenterprise home kitchen operation on its Internet Web site or mobile application shall meet all of the following requirements:

(1) Be registered with the department.

(2) Prior to the listing or publication of a microenterprise home kitchen operation's offer of food for sale, clearly and conspicuously post on its Internet Web site or mobile application the requirements for the permitting of a microenterprise home kitchen specified in this chapter, which shall be written at the high school level and be provided by the department.

(3) Clearly and conspicuously post on its Internet Web site or mobile application the fees associated with using its platform in a manner that allows both the consumer and the microenterprise home kitchen operation to see and understand the amount being charged for the services provided by the Internet food service intermediary. The Internet food service intermediary shall notify microenterprise home kitchen operations of any changes to these fees exceeding a 2-percent increase in writing and no later than one month before the changes take effect.

(4) Clearly and conspicuously post on its Internet Web site or mobile application whether or not it has liability insurance that would cover any incidence arising from the sale or consumption of food listed or promoted on its Internet Web site or mobile application.

(5) Provide a dedicated field on its platform for a microenterprise home kitchen operation to post the permit number, and shall provide notice to the microenterprise home kitchen operation of the requirement that the permit number be updated annually.

(6) Clearly and conspicuously post on its Internet Web site or mobile application how a consumer can contact the Internet food service

intermediary through its Internet Web site or mobile application if the consumer has a food safety or hygiene complaint and a link to the department's Internet Web site that contains information for how to file a complaint with the local enforcement agency.

(7) Submit the name and permit number of a microenterprise home kitchen operation to the local enforcement agency if it receives, through its Internet Web site or mobile application, three or more unrelated individual food safety or hygiene complaints in a calendar year from consumers that have made a purchase through its Internet Web site or mobile application. The Internet food service intermediary shall submit this information to the local enforcement agency within two weeks of the third complaint received.

(8) If it is notified by the local enforcement agency of significant food safety related complaints from a verified consumer that has made a purchase through its Internet Web site or mobile application, submit to the local enforcement agency the name and permit number of microenterprise home kitchen operation where the food was purchased, and a list of consumers who purchased food on the same day from that microenterprise home kitchen operation through its Internet Web site or mobile application.

(9) Prior to the listing or publication of a microenterprise home kitchen operation's offer of food for sale, obtain consent from the microenterprise home kitchen operation to make the disclosures to government entities required pursuant to this section.

(b) For purposes of this chapter, an "Internet food service intermediary" means an entity that provides a platform on its Internet Web site or mobile application through which a microenterprise home kitchen operation may choose to offer food for sale and from which the Internet food service intermediary derives revenues, including, but not limited to, revenues from advertising and fees for services offered to a microenterprise home kitchen operation. Services offered by an Internet food service intermediary to a microenterprise home kitchen operation may include, but are not limited to, allowing a microenterprise home kitchen operation to advertise its food for sale and providing a means for potential consumers to arrange payment for the food, whether the consumer pays directly to the microenterprise home kitchen operation or to the Internet food service intermediary. Merely publishing an advertisement for the microenterprise home kitchen operation or food cooked therein does not make the publisher an Internet food service intermediary.

SEC. 7. Section 114390 of the Health and Safety Code is amended to read:

114390. (a) Enforcement officers shall enforce this part and all regulations adopted pursuant to this part.

(b) (1) For purposes of enforcement, any authorized enforcement officer may, during the facility's hours of operation and other reasonable times, enter, inspect, issue citations to, and secure any sample, photographs, or other evidence from a food facility, cottage food operation, or any facility suspected of being a food facility or cottage food operation, or a vehicle transporting food to or from a retail food facility, when the vehicle is

stationary at an agricultural inspection station, a border crossing, or at any food facility under the jurisdiction of the enforcement agency, or upon the request of an incident commander.

(2) If a food facility is operating under an HACCP plan, the enforcement officer may, for the purpose of determining compliance with the plan, secure as evidence any documents, or copies of documents, relating to the facility's adherence to the HACCP plan. Inspection may, for the purpose of determining compliance with this part, include any record, file, paper, process, HACCP plan, invoice, or receipt bearing on whether food, equipment, or utensils are in violation of this part.

(3) The enforcement officer may, for the purpose of determining compliance with the gross annual sales requirements for operating a microenterprise home kitchen operation or a cottage food operation, require those operations to provide copies of documents related to determining gross annual sales.

(c) Notwithstanding subdivision (a), an employee may refuse entry to an enforcement officer who is unable to present official identification showing the enforcement officer's picture and enforcement agency name. In the absence of the identification card, a business card showing the enforcement agency's name plus a picture identification card such as a driver's license shall meet this requirement.

(d) It is a violation of this part for any person to refuse to permit entry or inspection, the taking of samples or other evidence, access to copy any record as authorized by this part, to conceal any samples or evidence, withhold evidence concerning them, or interfere with the performance of the duties of an enforcement officer, including making verbal or physical threats or sexual or discriminatory harassment.

(e) A written report of the inspection shall be made, and a copy shall be supplied or mailed to the owner, manager, or operator of the food facility.

SEC. 8. (a) Section 4.1 of this bill incorporates amendments to Section 113789 of the Health and Safety Code proposed by both this bill and Assembly Bill 2178. That section of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2019, (2) each bill amends Section 113789 of the Health and Safety Code, (3) Assembly Bill 2524 is not enacted or as enacted does not amend that section, and (4) this bill is enacted after Assembly Bill 2178, in which case Sections 4, 4.2, and 4.3 of this bill shall not become operative.

(b) Section 4.2 of this bill incorporates amendments to Section 113789 of the Health and Safety Code proposed by both this bill and Assembly Bill 2524. That section of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2019, (2) each bill amends Section 113789 of the Health and Safety Code, (3) Assembly Bill 2178 is not enacted or as enacted does not amend that section, and (4) this bill is enacted after Assembly Bill 2524, in which case Sections 4, 4.1, and 4.3 of this bill shall not become operative.

(c) Section 4.3 of this bill incorporates amendments to Section 113789 of the Health and Safety Code proposed by this bill, Assembly Bill 2178,

and Assembly Bill 2524. That section of this bill shall only become operative if (1) all three bills are enacted and become effective on or before January 1, 2019, (2) all three bills amend Section 113789 of the Health and Safety Code, and (3) this bill is enacted after Assembly Bill 2178 and Assembly Bill 2524, in which case Sections 4, 4.1, and 4.2 of this bill shall not become operative.

SEC. 9. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2019

**Departments: Public Works - Engineering Division**

**TIME REQUIRED** 20 minutes (10 minute presentation;  
10 minute discussion) **PERSONS APPEARING** Garrett Higerd

**SUBJECT** Summary Road Vacation – Excess  
Right-of-Way on a Portion of  
Bramlette Ranch Road **BEFORE THE BOARD**

**AGENDA DESCRIPTION:**

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

Adoption of resolution summarily vacating approximately 4,500 feet (the eastern and northeasterly portions) of Bramlette Ranch Road that was never constructed, maintained, or included in Mono County’s official road “Maintained Mileage” as excess right-of-way and not necessary for current or prospective public use in conjunction with Coyote Springs owners request for lot line adjustment.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Garrett Higerd

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>
<a href="#">Exhibit A</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/27/2019 9:14 AM	County Administrative Office	Yes
3/1/2019 2:59 PM	County Counsel	Yes
2/28/2019 10:48 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

**Date:** March 8, 2019

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

**From:** Garrett Higerd, County Engineer

**Re:** Summary Road Vacation – Excess Right-of-Way on a Portion of Bramlette Ranch Road

## **Recommended Action:**

1. Adopt Resolution No. R19-\_\_\_\_, “A Resolution of the Mono County Board of Supervisors for Summary Vacation of Excess Right-of-Way along the Eastern Portion of Bramlette Ranch Road in Benton, California”;
2. Direct the Clerk of the Board to record a certified copy of the fully executed Resolution with the County Recorder; and,
3. Find that the above action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 C.C.R. §15305 and direct the County Engineer to file a Notice of Exemption for the project consistent with 14 C.C.R. §15062.

## **Fiscal Impact:**

None.

## **Background:**

In 1981, Parcel Map No. 35-18 subdivided certain property north of the community of Benton into three parcels and created right-of-way for Bramlette Ranch Road. However, approximately 4,500 feet (the eastern and northeasterly portions) of Bramlette Ranch Road was never constructed, maintained, or included in Mono County’s official road “Maintained Mileage”.

In the fall of 2018, the owners of the subdivided parcels approached Mono County Community Development Staff seeking a Lot Line Adjustment (LLA 18-003MC) to reconfigure the parcels of Parcel Map No. 35-18 in such a way that the Bramlette Ranch Road right-of-way is no longer necessary for legal access.

Staff proposes that the excess right-of-way be vacated via the summary vacation process of the Streets and Highways Code. (See Sts. & Hy. Code, § 8334(a).) See a draft resolution attached with Exhibit A showing the portion of Bramlette Ranch Road to be vacated.

This proposal represents neither a reduction nor an expansion of County services, but rather corrects the legal status to match historic, current, and future road maintenance activities. Public Works staff has discussed this with the property owners, and they support it.

The proposed vacation is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14, section 15305 of the California Code of Regulations (the CEQA Guidelines), "Minor Alterations in Land Use Limitations."

Please contact either Walt Lehmann at (760) 932-5445, or me at (760) 924-1802 if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, P.E.  
County Engineer

Attachments: Draft Resolution  
Exhibit A – Road Vacation Map



R19-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
FOR THE SUMMARY VACATION OF EXCESS RIGHT-OF-WAY  
ALONG THE EASTERN PORTION OF BRAMLETTE RANCH ROAD  
NORTH OF THE UNINCORPORATED COMMUNITY OF BENTON**

**WHEREAS**, in 1981, the Mono County Board of Supervisors (“Board”) approved Parcel Map 35-18 subdividing certain property north of the unincorporated community of Benton into three (3) parcels and created Bramlette Ranch Road upon the County’s acceptance of a right-of-way dedicated for the purpose of providing access to the subdivided parcels from Highway 6; and

**WHEREAS**, the approval and recordation of Parcel Map 35-18 also resulted in Bramlette Ranch Road being accepted in to the County’s road system; and

**WHEREAS**, although accepted into the County’s road system, an approximately 4,500-foot-long portion of the 60-foot wide right-of-way used for Bramlette Ranch Road, as more fully detailed in Exhibit A attached hereto and incorporated herein, was never constructed and never improved, maintained, or considered by the County to be part of its road system; and

**WHEREAS**, in the fall of 2018, the owners of the three subdivided parcels approached Mono County Community Development staff seeking a lot line adjustment (LLA 18-003MC) to reconfigure the parcels of Parcel Map No. 35-18 in such a way that the Bramlette Ranch Road right-of-way is no longer necessary for legal access; and

**WHEREAS**, in discussions with Mono County Community Development staff regarding the lot line adjustment (LLA 18-003MC), the owners of the parcels confirmed that they do not expect the County in the future to improve or maintain that portion of Bramlette Ranch Road that was never constructed, improved, or maintained by the County (see Exhibit A).

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

**SECTION ONE:** The approximately 4,500-foot-long portion of the 60-foot wide right-of-way used for Bramlette Ranch Road, as fully detailed in Exhibit A attached hereto and incorporated herein, is excess right-of-way and is not necessary for current or prospective public use.

**SECTION TWO:** The approximately 4,500-foot-long portion of the 60-foot wide right-of-way used for Bramlette Ranch Road, as fully detailed in Exhibit A attached hereto and incorporated herein, found by the Board to be excess right-of-way and not necessary for current

1 or prospective public use is hereby summarily vacated pursuant subsection (a) of section 8334 of  
2 the Streets and Highways Code.

3 **SECTION THREE:** The Clerk of the Board is hereby directed to record a certified  
4 copy of this resolution as provided in section 8325 of the Streets and Highways Code.

5 **SECTION FOUR:** The adoption of this resolution maintains the status quo with respect  
6 to the County's maintenance and repair activities on the non-vacated portion of Bramlette Ranch  
7 Road; consequently, the Board finds that the adoption of this resolution will not result in a  
8 significant effect on the environment under the California Environmental Quality Act (CEQA),  
9 Pub. Res. Code, § 21000 *et seq.*, and therefore finds that the adoption of this resolution is  
10 categorically exempt from further CEQA review as a minor alteration to land use limitation  
11 pursuant to CEQA Guideline 15305 (14 C.C.R. § 15305).

12 **SECTION FOUR:** The County Engineer is hereby directed to prepare and file a notice  
13 of exemption pursuant to CEQA Guideline 15062 (14 C.C.R. § 15062).

14 **PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of March 2019, by the following  
15 vote, to wit:

16 **AYES:**

17 **NOES:**

18 **ABSENT:**

19 **ABSTAIN:**

20 \_\_\_\_\_  
21 John Peters, Chair  
22 Mono County Board of Supervisors

23 ATTEST:

24 APPROVED AS TO FORM:

25 \_\_\_\_\_  
26 Clerk of the Board

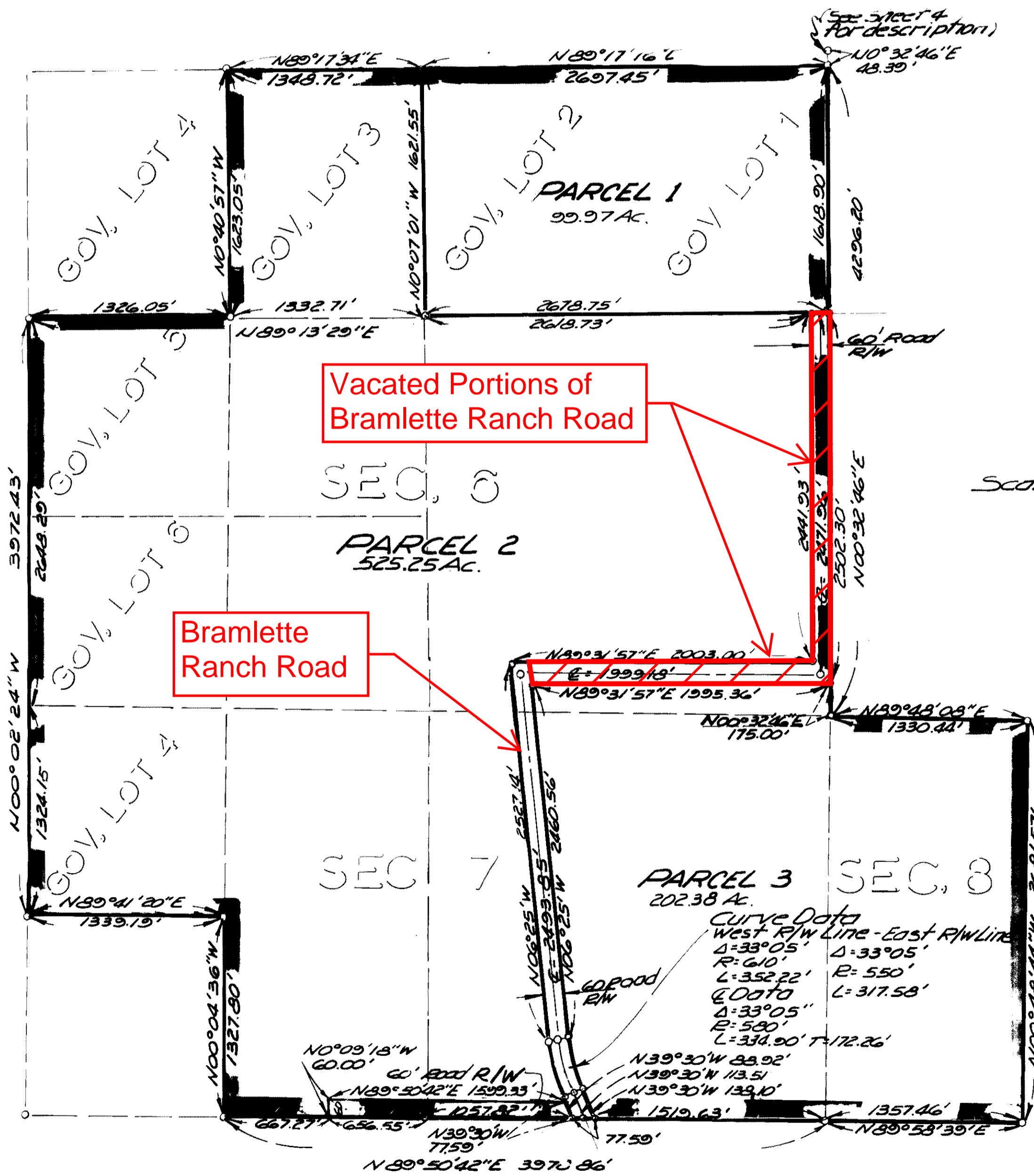
27 \_\_\_\_\_  
28 County Counsel

# PARCEL MAP NO 35-18

IN THE COUNTY OF MONO, STATE OF CALIFORNIA,  
BEING A SUBDIVISION OF A PORTION OF  
SECTIONS 6, 7 & 8, T.1S., R.32E., M.D.M.

**MONUMENTATION**

- Found point as shown.
- Set 2" I.P. & tag L.S. 3462
- R<sub>1</sub>: Govt. Field Notes - Bond - 1879
- R<sub>2</sub>: Govt. Field Notes - 1856
- S.P.: Established by Single Proportion



P.M. Tolson Pass 103-E



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2019

**Departments: Community Development**

**TIME REQUIRED** 45 minutes

**PERSONS APPEARING BEFORE THE BOARD** Bentley Regehr

**SUBJECT** 2019-2027 Housing Element Draft

**AGENDA DESCRIPTION:**

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

Presentation by Bentley Regehr regarding the 2019-2027 Mono County Housing Element draft.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Bentley Regehr

**PHONE/EMAIL:** 760-924-4602 / bregehr@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">2019-2027 Mono County Housing Element Draft</a>

**History**

Time	Who	Approval
2/27/2019 9:10 AM	County Administrative Office	Yes
3/1/2019 1:33 PM	County Counsel	Yes
2/28/2019 11:01 AM	Finance	Yes



# Mono County Community Development Department

---

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March 8, 2019

**To:** Honorable Mono County Board of Supervisors

**From:** Bentley Regehr – Mono County, Planning Analyst

**Re:** 2019-2027 Housing Element Draft

**Actions Requested:**

Provide direction to staff on Housing Element draft.

**Fiscal Impact of Requested Actions:**

None.

**Strategic Plan alignment:**

Enhance quality of life for county residents by addressing the housing crisis through public, assistance, and development of programs.

**Background:**

Unlike the other mandatory elements of the General Plan, the Housing Element is subject to detailed statutory requirements regarding its content and must be updated on a scheduled basis. The most recent cycle was five years, with the last update occurring in 2014. Mono County is now on an eight-year cycle that corresponds with the Regional Transportation Plan updates, meaning the newest iteration applies until 2027.

The 2019 Mono County Housing Element is broken into three primary sections:

1. Goals and Policies – Identification of goals to promote adequate housing and the policies targeted at reaching them.
2. Technical Appendix – A detailed analysis of conditions in the County related to housing that lead to the creation of Section 1's goals and policies. The Technical Appendix includes a needs assessment, demographic context, site inventory, community-specific profiles, constraints, and identified special needs groups.
3. Progress Report – A summary of programs from the 2014 Housing Element Update and how those programs are modified for the current update.

The Housing Element was informed by the Needs Assessment completed in 2017 and the creation of a strategies toolbox vetted through the Regional Planning Advisory Committees (RPACs), the Planning Commission, and the Board of Supervisors in 2018. The draft as presented here is being taken to the RPACs for comments which will be incorporated prior to submittal to the California Department of Housing and Community Development (HCD) on March 10. Feedback from this workshop and the February 21 Planning Commission will also be included in the draft submittal.

A second round of outreach to the RPACs, Planning Commission, and Board of Supervisors is scheduled for the summer after feedback is received from HCD. Final approval from the Board and submittal to HCD will occur in August.

This staff report and attachment have been reviewed by the Director.

**ATTACHMENT**

- 2019-2027 Mono County Housing Element (Draft)



# Mono County Housing Element



**6<sup>th</sup> Cycle Update**

Mono County Community

Development Department

Adopted August 15, 2019

2019-2027

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# Introduction

## Statutory Requirements

In response to California’s critical housing needs, the Legislature enacted housing element law with the goal of providing adequate and safe housing for every Californian. The attainment of housing for all requires the cooperation of local and state governments. Housing element law requires local governments to adequately plan to meet their existing and projected housing needs, including their share of the regional housing need. The law recognizes that critical decisions regarding housing development occur at the local level within the context of the General Plan. For the private sector to adequately address housing needs and demand, local governments must adopt land use plans and regulatory schemes that provide opportunities for, and do not unduly constrain, housing development for all income groups.

Unlike the other mandatory elements of the General Plan, the Housing Element is subject to detailed statutory requirements regarding its content and must be updated on a scheduled basis. The most recent cycle was five years, with the last update occurring in 2014. Mono County is now on an eight-year cycle that corresponds with the Regional Transportation Plan updates, meaning this document applies until 2027.

The 2019 Mono County Housing Element is broken into three primary sections:

1. Goals and Policies – Identification of goals to promote adequate housing and the policies targeted at reaching them.
2. Technical Appendix – A detailed analysis of conditions in the County related to housing that lead to the creation of Section 1’s goals and policies. The Technical Appendix includes a needs assessment, demographic context, site inventory, community-specific profiles, constraints, and identified special needs groups.
3. Progress Report – A summary of programs from the 2014 Housing Element Update and how those programs are modified for the current update.

## Community Outreach

The 2019 Housing Element was established through an extensive public participation process. The Housing Needs Assessment began the outreach process with an extensive survey of residents in 2016-2017. Following the Needs Assessment, in 2018 community development staff conducted workshops with each of the County’s Regional Planning Advisory Committees (RPACs) to develop a set of strategies aimed at improving housing. Insight gathered from the RPACs reflected the County’s diverse needs, from a strong interest in short-term rental regulations in June Lake to a greater focus on improving existing stock in Antelope Valley and Bridgeport. The collection of strategies was organized into a “housing toolbox”.

The housing toolbox was refined by County staff with assistance from Economic Planning Systems, Inc., a consultant with extensive knowledge on housing policies and actions available to communities in California. The refined toolbox was presented through public forum at the September 20 Mono County Planning Commission meeting and as a workshop at the September 28 Board of Supervisors meeting. The September 28 meeting allowed Board members to prioritize toolbox items and give direction to Community Development staff on the programs to pursue as part of the Housing Element update.

A first draft of the update was then taken to the RPACs in February 2019 for review. Comments received from the committees was incorporated into March draft submittal to HCD. Consultation with local tribes was also initiated in March through the mandated SB 18 process.

A revised draft that integrated comments from HCD was presented to the RPACs and the Planning Commission in June. Suggestions from the committees and the public were included in a final version presented to the Board of Supervisors in August.

### **Consistency with General Plan**

The County's General Plan serves as a comprehensive, long-range plan for development, and is comprised of the Land Use Element, Circulation Element, Conservation-Open Space Element, Safety Element, Noise Element, and the Housing Element. The location of housing is determined primarily by policies contained in the Land Use Element, which establish the distribution of various land uses throughout the County. The Land Use Element specifies the allowed types of housing for each residential General Plan designation, as well as the maximum allowed density.

In conformance with state law, the Mono County General Plan has been written to be internally consistent the goals, objective, and policies in other elements. The 2019 Housing Element Update was reviewed for consistency with the Land Use Element to determine if adequate sites are provided to allow for housing for all economic segments of the community. The Land Use Inventory shows that Mono County has adequate acreage to accommodate the housing needs projected by HCD in the Regional Housing Needs Plan prepared for the County.

The Housing Element was also reviewed for consistency with the Circulation and Conservation/Open Space Elements of the General Plan. In Mono County, the circulation system is well established, and there is little traffic congestion. When congestion does occur, it is not the result of residents' commuting, but of recreational traffic at peak use periods or special events, combined with local use. Although the existing circulation system is generally adequate to provide for additional housing, the Circulation Element provides for improvements to the local transportation system that will allow for the continued development of housing.

Since 94 percent of the land in Mono County is publicly owned, and 90 percent is federally owned, much of Mono County remains open space. As a result, the provision of open space as a part of developed residential areas is not a concern in the County. Policies in both the Conservation/Open Space Element and the Land Use Element focus future development in and adjacent to existing community areas, providing additional open-space protection.

General Plan consistency for all elements, including the Housing Element, will be maintained through required annual progress reports that address comments and issues identified through the County's ongoing public participation processes, such as Regional Planning Advisory Committee (RPAC) meetings.



## SECTION 1 | Goals and Policies

Section 1 of the document outlines the County’s housing programs. The programs are divided based on the identified goals for addressing housing:

### **Goal 1:** Increase Overall Housing Supply, Consistent with County’s Rural Character

Programs targeted at producing more units, irrespective of income level. Mono County has a lack of overall supply and supports the creation of all residential projects that provide housing within the context of community plans. Programs are primarily targeted at identifying appropriate sites and removing constraints that slow or limit development.

### **Goal 2:** Increase the Supply of Community Housing

Community housing refers to all housing that meets the needs of long-term residents over a range of income levels. Programs within Goal 2 are intended to increase the supply of adequate and affordable housing through a diverse set of strategies.

### **Goal 3:** Retain Existing Community Housing

The County has identified the need to retain existing housing. Programs are targeted at maintaining and improving existing stock through rehabilitation and discouraging the conversion of long-term housing to short-term rentals.

### **Goal 4:** Ensure All Other Needs Related to Housing are Met

The County has identified programs outside the scope of the first three goals. Programs include providing equal opportunity for all residents, identifying hazards, and maintaining the character of land uses.

Programs were synthesized through a combination of strategies taken from the previous Housing Element Update that remain relevant and priorities that emerged from the Housing Toolbox. The programs from the 2014 Update that were not eliminated (see: Section 3 – Progress Report) are captured, along with programs that emerged from the Toolbox process as a priority that were not covered by the previous update.

Each program is required to meet one of the following objectives set forth by state law:

1. Identify adequate sites for a range of housing opportunities;
2. Assist in the development of adequate and affordable housing;
3. Address constraints to meeting the County’s housing needs;
4. Conserve and improve the condition of housing; and
5. Promote housing opportunities for all persons

---

## **Goal 1: Increase Overall Housing Supply, Consistent with County’s Rural Character**

---

### **1.1 Update opportunity site database and identify sites within or adjacent to existing communities suitable for development targeted at addressing housing needs in the County.**

Related Programs from 2014 Housing Element Update: 1:2, 1:4

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing

Responsible Agencies: CDD

Timeframe: Update database at least once per housing cycle. Opportunity sites are most recently identified through this Housing Element Update.

\*Board priority.

### **1.2 Explore regulatory changes that improve housing production potential. Review and consider revising development standards to provide for greater regulatory flexibility that promotes housing development opportunities. Factors to review include:**

- **Minimum lot sizes;**
- **Snow storage; and**
- **Establishing performance criteria that can be used in place of inflexible standards.**

Related Programs from 2014 Housing Element Update: 3:1

Objective: Address constraints to meeting the County’s housing needs.

Resources Needed: Accomplished through current staffing

Responsible Agencies: CDD

Timeframe: Evaluate by 2023

\*Board priority

### **1.3 Explore reducing barriers to tiny home construction and new housing types. Create a definition for tiny homes consistent with California Building Code and evaluate land use designations and sites appropriate for tiny home**

**development. Also consider increasing land designated as Rural Mobile Home (RMH).**

Related Programs from 2014 Housing Element Update: None.

Objective: Address constraints to meeting the County's housing needs.

Resources Needed: Accomplished through current staffing

Responsible Agencies: CDD

Timeframe: Evaluate by 2023

\*Board priority.

**1.4 Identify future opportunities for CEQA streamlining, including using exemptions when possible.**

Related Programs from 2014 Housing Element Update: None.

Objective: Address constraints to meeting the County's housing needs.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Ongoing

\*Board priority.

**1.5 Evaluate if off-site infrastructure investment can improve development readiness. Identify sites within or adjacent to existing communities where infrastructure limits development potential. Explore how investments through agency partnerships can improve the viability of development. County participation will include assistance with preparation of grant applications and understanding environmental regulations.**

Related Programs from 2014 Housing Element Update: 1:5, 1:6, 1:7, 1:18

Objective: Address constraints to meeting the County's housing needs.

Resources Needed: Accomplished through partnerships.

Responsible Agencies: CDD, Public Utility Districts, Mutual Water Companies, SCE, BLM, USFS, LADWP, Housing Authority  
Timeframe: Ongoing

**1.6 Consider additional opportunities for by-right review and approval.**

Related Programs from 2014 Housing Element Update: None

Objective: Address constraints to meeting the County’s housing needs.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Evaluate by 2023

**1.7 Evaluate feasibility and value of creating a housing land trust.**

Related Programs from 2014 Housing Element Update: 2:12

Objective: Address constraints to meeting the County’s housing needs.

Resources Needed: Additional staffing and partnership with outside agency.

Responsible Agencies: CDD, Housing Authority

Timeframe: Evaluate during current housing cycle (2019-2027).

**1.8 Consistent with the Land Use Element, continue to require specific plans for large-scale development within community expansion areas. Specific plans allow for a variety of development and can streamline the development process.**

Related Programs from 2014 Housing Element Update: 1:12

Objective: Address constraints to meeting the County’s housing needs.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Ongoing, as development is proposed.

**1.9 Continue to allow for residential development in the commercial land use designation and allow for mixed-use development to more efficiently and economically utilize the county’s limited land base for housing.**

Related Programs from 2014 Housing Element Update: 1:19, 1:20

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Ongoing, as development is proposed

**1.10 Consider establishing minimum allowable densities or increased densities in appropriate community areas or specific plans.**

Related Programs from 2014 Housing Element Update: 1:22, 1:23

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Ongoing.

**1.11 Continue to allow accessory dwelling units in single-family residential areas as provided by Chapter 16 of the Mono County Land Development Regulations and evaluate potential barriers to accessory dwelling unit construction. Evaluate the prohibition of short-term rentals in larger units requiring a Director Review or Use Permit.**

Related Programs from 2014 Housing Element Update: 2:3

Objective: Address constraints to meeting the County’s housing needs.

Resources Needed: Accomplished through current staffing and potential partnership with outside agency.

Responsible Agencies: CDD

Timeframe: Ongoing and as development is proposed.

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## **Goal 2: Increase the Supply of Community Housing**

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**2.1 Pursue partnerships with other agencies in the County, such as the Town of Mammoth Lakes, federal, state, and local agencies to identify opportunities to increase housing stock.**

Related Programs from 2014 Housing Element Update: None

Objective: Assist in the development of adequate and affordable housing;

Resources Needed: Use current staffing to facilitate partnerships.

Responsible Agencies: CDD, Town of Mammoth Lakes, other agencies

Timeframe: Ongoing

\*Board priority

**2.2 Review current use and long-term needs of County-owned parcels and evaluate for disposition or development for potential housing sites.**

Related Programs from 2014 Housing Element Update: 1:4

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD, Public Works

Timeframe: Evaluate during current housing cycle (2019-2027).

**2.3 Consider reinstating the Housing Mitigation Ordinance.**

Related Programs from 2014 Housing Element Update: 2:1, 2:9, 2:10, 2:14

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Ongoing.

**2.4 Consider a program that purchases housing units at market rate and deed restricts to an affordable income level.**

Related Programs from 2014 Housing Element Update: 2:9, 2:12, 6.1

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Partner with outside agency that can manage deed restrictions.

Responsible Agencies: Mammoth Lakes Housing or other entity that can manage deed restrictions (i.e. Housing Authority).

Timeframe: Evaluate by 2020.

**2.5 Identify zoning requirements for which more flexible approaches could incentivize more on-site affordable units.**

Related Programs from 2014 Housing Element Update: 1:21, 1:26, 3:1

Objectives: Assist in the development of adequate and affordable housing;  
Address constraints to meeting the County's housing needs.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Evaluate by 2023

**2.6 Consider partnering with other agencies and employers to ensure that new employee housing qualifies toward meeting the County's RHNA targets (e.g. consider waiving building permit fees).**

Related Programs from 2014 Housing Element Update: None

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Requires additional staff and participation from outside parties.

Responsible Agencies: CDD, employers, developers, Housing Authority

Timeframe: Evaluate during current housing cycle (2019-2027)

**2.7 Investigate potential for developer partnerships to encourage the development of housing for very low, low, and moderate-income households.**

Related Programs from 2014 Housing Element Update: 2:13

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through current staffing and participation from outside parties.

Responsible Agencies: CDD, employers, developers, Housing Authority

Timeframe: Ongoing

**2.8 Through the CPT Land Tenure Subcommittee, support land exchanges of existing seasonal housing units on public lands into private ownership so those units may become available for local year-round housing.**

Related Programs from 2014 Housing Element Update: 1:1

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through current staffing and participation from outside parties.

Responsible Agencies: CPT Land Tenure Subcommittee, CDD, external agencies

Timeframe: Ongoing

**2.9 The Board of Supervisors shall award density bonuses for qualifying projects consistent with state law.**

Related Programs from 2014 Housing Element Update: 2:1

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD, BOS

Timeframe: Ongoing



- 2.10 The Board of Supervisors may reduce or waive development processing fees for qualifying extremely low, low- and moderate-income housing units housing projects in order to facilitate processing. Staff will work with applicable agencies to promote a reduction or waiving of fees for such projects.**

Related Programs from 2014 Housing Element Update: 1:1

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through current staffing and participation from outside parties.

Responsible Agencies: CPT Land Tenure Subcommittee, CDD, external agencies

Timeframe: Ongoing

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### **Goal 3: Retain Existing Community Housing**

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- 3.1 Consider programs that may improve housing stock quality. Continue outreach that provides information to community members about weatherization and energy efficiency strategies and funding/waivers. Pursue rehabilitation grants as they become available. Update housing stock survey at least once per housing cycle.**

Related Programs from 2014 Housing Element Update: 4:1, 4:2, 4:3, 4:4

Objective: Conserve and improve the condition of housing.

Resources Needed: Accomplished through current staffing and partnerships with outside parties. Additional funding may be needed.

Responsible Agencies: CDD, Housing Authority, outside agencies

Timeframe: Ongoing

\*Board priority

- 3.2 Identify opportunities to bolster the County's Revolving Loan Fund.**

Related Programs from 2014 Housing Element Update: 2:6

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Additional funding.

Responsible Agencies: Finance Department, Housing Authority, outside agencies

Timeframe: Ongoing

\*Board priority

**3.3 Consider re-funding the rehabilitation loan program, potentially in collaboration with the Town of Mammoth Lakes.**

Related Programs from 2014 Housing Element Update: 4:5, 4:6, 4:7

Objective: Conserve and improve the condition of housing.

Resources Needed: Additional funding, partnership with Town of Mammoth Lakes.

Responsible Agencies: Finance Department, Town of Mammoth Lakes, Housing Authority

Timeframe: Evaluate during current housing cycle (2019-2027)

\*Board priority

**3.4 Evaluate the language of deed restricting conditions to minimize unintended consequences.**

Related Programs from 2014 Housing Element Update: None

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through additional staff or partnership with Mammoth Lakes Housing.

Responsible Agencies: CDD, Finance Department, Mammoth Lakes Housing

Timeframe: Ongoing

**3.5 Continue to explore ways to incentivize property owners to convert short-term rentals into long-term rentals.**

Related Programs from 2014 Housing Element Update: 6:4

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD, Housing Authority

Timeframe: Ongoing

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## **Goal 4: Ensure All Other Needs Related to Housing are Met**

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- 4.1 Continue development credit programs in agricultural valleys such as Bridgeport and Hammil that promote the retention of large agricultural parcels for farming purposes by requiring clustered residential development on smaller parcels.**

Related Programs from 2014 Housing Element Update: 1:24

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Ongoing

- 4.2 Disseminate and maintain fair housing information and education materials throughout the county and ensure public awareness of fair housing laws and processes. Refer persons with complaints of housing discrimination to appropriate online resources including information/links hosted on the Housing Authority website.**

Related Programs from 2014 Housing Element Update: 5:1, 5:2

Objective: Promote housing opportunities for all persons.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Ongoing

- 4.3 Monitor the need for permanent emergency shelters beyond the County’s community centers and consider allowing in other LUDs. Apply for emergency housing funds available from the Department of Housing and Community Development or other state or federal agencies when it is determined that there is an unmet need for emergency housing.**

Related Programs from 2014 Housing Element Update: 1:8, 1:27

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Ongoing

- 4.4 Ensure the Multi-Jurisdictional Hazard Mitigation Plan remains up to date.**

Related Programs from 2014 Housing Element Update: 1:9

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD, Office of Emergency Services

Timeframe: 2019, 2024

- 4.5 Continue to provide short-term housing for homeless persons and to monitor the need to increase services for homeless persons, including short term housing for victims of domestic violence.**

Related Programs from 2014 Housing Element Update: 1:10

Objective: Promote housing opportunities for all persons.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: IMACA, Social Services, Wild Iris

Timeframe: Ongoing

## SECTION 2 | Technical Appendix

### Demographics and Housing Characteristics

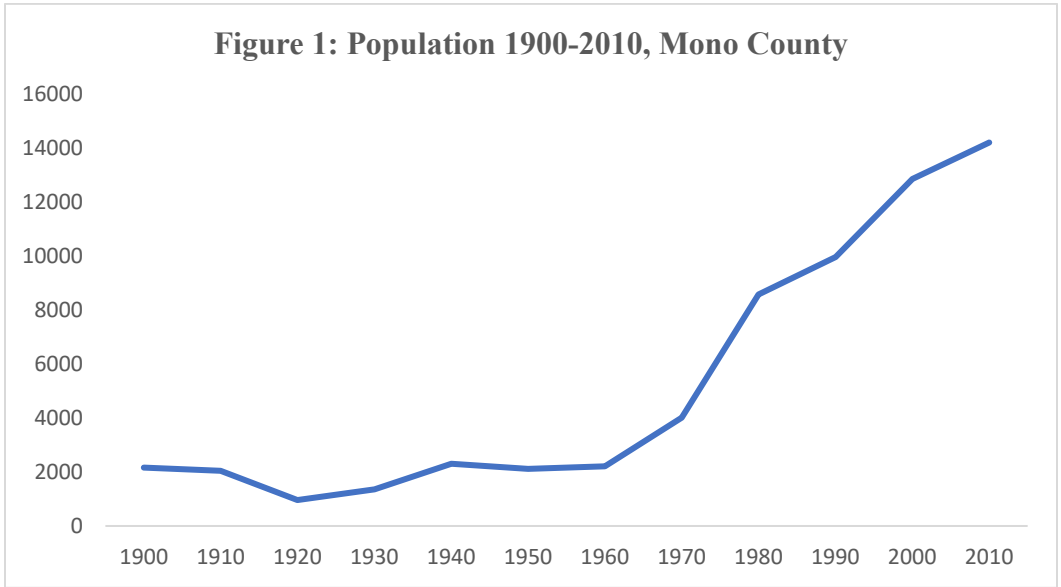
#### Primary Data Sources

Data for the Technical Appendix was primarily transmitted from the following sources:

1. 2010 United States Census. The most recent Census provides accurate and up-to-date information for communities in Mono County. The Census is used when trying to capture data on a community (“CDP”) level. A Census Designated Place (CDP) is a concentration of population identified by the Census Bureau for statistical purposes. Ninety percent of the population in the unincorporated county lives within one of the 15 CDPs identified in Mono County and therefore the CDP has replaced the use of census tracts/blocks for general demographic analysis.
2. 2017 American Community Survey (ACS). ACS is used when presenting data on a countywide level. Due to the small population size of the county’s communities, there is currently a large amount of error in the ACS data on a CDP level. Therefore, Census data is still used to provide accurate data on individual communities.
3. 2017 Mono County Housing Needs Assessment. A report published by BBC, Research & Consulting that details existing needs and conditions related to housing in Mono County.

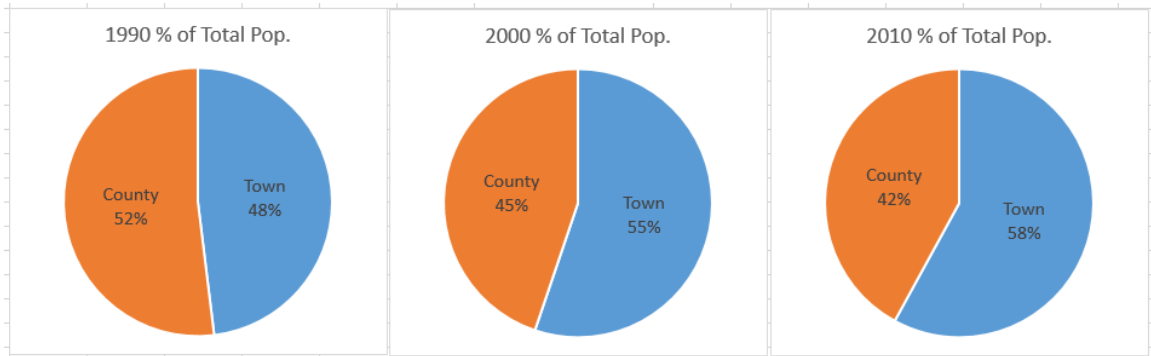
#### Population Growth

Population in the County has slowed after a period of robust and steady growth from the 1970s to the 1990s. This growth has slowed even more dramatically in the unincorporated County as the Town of Mammoth Lakes continues to gain a greater proportion of County’s population (Figure 1). Annual growth in the unincorporated County from 2011 to 2017 is approximately half of the rate seen in the previous decade (Table 1).



Source: US Census

Figure 2: Town/County % of Total Population 1990-2010



Source: US Census

<b>Table 1: Population Trend, Unincorporated County</b>			
<b>Year</b>	<b>Population</b>	<b>% Change</b>	<b>Annual %</b>
1980	4460	-	-
1990	5171	15.9	1.59
2000	5759	11.4	1.14
2010	5968	3.5	0.35
2017	6036	1.1	0.16

Source: US Census, 2017 American Community Survey

Table 1.2: Population by CDP, 2010

<b>Table 2: Population by CDP, 2010</b>				
	<b>Total Population</b>	<b>% of Countywide Population</b>	<b>% of Unincorporated County</b>	<b>% of CDP Population</b>
Countywide	14,202	100.0%		
Mammoth Lakes	8,234	58.0%		
Unincorporated County	5,968	42.0%	100.0%	
<b><i>Mono County CDPs</i></b>				
Crowley Lake	875	6.2%	14.7%	16.4%
Walker	721	5.1%	12.1%	13.5%
Chalfant	651	4.6%	10.9%	12.2%
June Lake	629	4.4%	10.5%	11.8%
Bridgeport	575	4.0%	9.6%	10.8%
Coleville	495	3.5%	8.3%	9.3%
Benton	280	2.0%	4.7%	5.3%
Lee Vining	222	1.6%	3.7%	4.2%
Swall Meadows	220	1.5%	3.7%	4.1%
Sunny Slopes	182	1.3%	3.0%	3.4%
Mono City	172	1.2%	2.9%	3.2%
Paradise	153	1.1%	2.6%	2.9%
Aspen Springs	65	0.5%	1.1%	1.2%
Topaz	50	0.4%	0.8%	0.9%
McGee Creek	41	0.3%	0.7%	0.8%
<b>Total of CDPs</b>	<b>5,331</b>	<b>37.5%</b>	<b>89.3%</b>	<b>100.0%</b>
Unincorporated County Outside CDPs	637	4.5%	10.7%	

## Ethnicity

<b>Table 3: Population of Mono County 2010, by Race</b>									
	<b>Total Population</b>	<b>White, Not Hispanic</b>	<b>Hispanic</b>	<b>American Indian</b>	<b>Asian</b>	<b>Black</b>	<b>Pacific Islander</b>	<b>Other</b>	<b>2 or More Races</b>
Countywide	14,202	9,687	3,762	239	191	42	11	33	237
Mammoth Lakes	8,234	5,143	2,772	32	128	29	5	13	112
Unincorporated County	5,968	4,544	990	207	63	13	6	20	125
<b><i>Mono County CDPs</i></b>									
Chalfant	651	552	67	8	5	0	0	3	16
Benton	280	188	38	49	1	0	0	0	4
Paradise	153	121	14	1	6	0	0	5	6
Swall Meadows	220	196	6	2	5	0	0	2	9
Sunny Slopes	182	158	3	2	7	0	4	0	8
Aspen Springs	65	61	1	0	2	0	0	0	1
Crowley Lake	875	706	128	5	11	3	0	5	17
McGee Creek	41	39	2	0	0	0	0	0	0
June Lake	629	476	137	6	2	0	0	0	8
Lee Vining	222	107	96	17	0	0	0	2	0
Mono City	172	128	37	1	2	0	0	0	4
Bridgeport	575	370	148	40	1	1	0	1	14
Walker	721	581	70	50	3	3	1	0	13
Coleville	495	347	110	10	8	4	0	2	14
Topaz	50	25	24	1	0	0	0	0	0
<b>Total of CDPs</b>	<b>5,331</b>	<b>4,055</b>	<b>881</b>	<b>192</b>	<b>53</b>	<b>11</b>	<b>5</b>	<b>20</b>	<b>114</b>



<b>Table 3: Total Population Percentage by Race, CDP, Mono County 2010</b>								
	<b>% White</b>	<b>% Hispanic</b>	<b>% Amer Indian</b>	<b>% Asian</b>	<b>% Black</b>	<b>% Pacific Islander</b>	<b>% Other</b>	<b>% 2 or More Races</b>
Countywide	68.2%	26.5%	1.7%	1.3%	0.3%	0.1%	0.2%	1.7%
Mammoth Lakes	62.5%	33.7%	0.4%	1.6%	0.4%	0.1%	0.2%	1.4%
Unincorporated County	76.1%	16.6%	3.5%	1.1%	0.2%	0.1%	0.3%	2.1%
<b><i>Mono County CDPs</i></b>								
Chalfant	84.8%	10.3%	1.2%	0.8%	0.0%	0.0%	0.5%	2.5%
Benton	67.1%	13.6%	17.5%	0.4%	0.0%	0.0%	0.0%	1.4%
Paradise	79.1%	9.2%	0.7%	3.9%	0.0%	0.0%	3.3%	3.9%
Swall Meadows	89.1%	2.7%	0.9%	2.3%	0.0%	0.0%	0.9%	4.1%
Sunny Slopes	86.8%	1.6%	1.1%	3.8%	0.0%	2.2%	0.0%	4.4%
Aspen Springs	93.8%	1.5%	0.0%	3.1%	0.0%	0.0%	0.0%	1.5%
Crowley Lake	80.7%	14.6%	0.6%	1.3%	0.3%	0.0%	0.6%	1.9%
McGee Creek	95.1%	4.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
June Lake	75.7%	21.8%	1.0%	0.3%	0.0%	0.0%	0.0%	1.3%
Lee Vining	48.2%	43.2%	7.7%	0.0%	0.0%	0.0%	0.9%	0.0%
Mono City	74.4%	21.5%	0.6%	1.2%	0.0%	0.0%	0.0%	2.3%
Bridgeport	64.3%	25.7%	7.0%	0.2%	0.2%	0.0%	0.2%	2.4%
Walker	80.6%	9.7%	6.9%	0.4%	0.4%	0.1%	0.0%	1.8%
Coleville	70.1%	22.2%	2.0%	1.6%	0.8%	0.0%	0.4%	2.8%
Topaz	50.0%	48.0%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total of CDPs	76.1%	16.5%	3.6%	1.0%	0.2%	0.1%	0.4%	2.1%
CDPs + Town	67.8%	26.9%	1.7%	1.3%	0.3%	0.1%	0.2%	1.7%
County - CDPs & Town	76.8%	17.1%	2.4%	1.6%	0.3%	0.2%	0.0%	1.7%

Source: US Census

The percentage of the population identifying themselves as Hispanic or Latino, of whatever race, increased in the unincorporated area, rising from 12.4% of the population in 2000 to 16.6% of the population in 2010 (Table 2 & 3), a numerical increase of 291 persons, from 699 in 2000 to 990 in 2010. During this same period, the Hispanic/Latino population in Mammoth Lakes increased from 22.2% of the town's population in 2000 to 33.7% of the town's population in 2010. The State Department of Finance is projecting that the Hispanic population in the county will rise dramatically over the next forty years, to 30% of the total County population in 2020 and 43% of the total in 2060 (see Table 4). Although Mammoth Lakes has a large Hispanic population, the rise in the Hispanic population could impact housing in the unincorporated area, as many of the Hispanic population tend to be lower-paid service workers in need of low to moderate-income housing.

<b>Table 4: Projected Population by Race, 2010</b>			
	<b>2020</b>	<b>2040</b>	<b>2060</b>
<b>Total</b>	15037	17614	20755
White	9695	9897	10502
Hispanic	4614	6698	8906
Asian	185	333	544
Pacific Islander	10	8	5
Black	42	54	68
American Indian	209	223	244
Multi-race	284	400	486
% Total	100.0%	100.0%	100.0%
% White	64.5%	56.2%	50.6%
% Hispanic	30.7%	38.0%	42.9%
% Asian	1.2%	1.9%	2.6%
% Pacific Islander	0.1%	0.0%	0.0%
% Black	0.3%	0.3%	0.3%
% American Indian	1.4%	1.3%	1.2%
% Multi-race	1.9%	2.3%	2.3%

*Source: CA Dept. of Finance*

## Age

The average median age of the individual CDPs is 45.2, significantly older than the median age within the Town of Mammoth Lakes at 32.6. The number of seniors 65 years and older increased from 10% of the unincorporated population in 1990 to 12% in 2000, to 14.2 % in 2010. Coleville had the highest percentage of children under 18, presumably due to the Marine Corps housing in Coleville. The Antelope Valley also had one of the highest percentages of seniors 65 years and older. The Long Valley/Wheeler Crest and Tri-Valley planning areas had high percentages of children under 5 and seniors 65 years and older.

<b>Table 5: Age Characteristics by CDP, 2010</b>								
	<b>Total Population</b>	<b>Median Age</b>	<b># Under 18</b>	<b># 18 &amp; Over</b>	<b># 65 &amp; Over</b>	<b>% Under 18</b>	<b>% 18 &amp; over</b>	<b>% 65 &amp; Over</b>
Countywide	14,202	37.2	2,979	11223	1377	21.0%	79.0%	9.7%
Mammoth Lakes	8,234	32.6	1,719	6515	532	20.9%	79.1%	6.5%
Unincorporated County	5,968	45.0	1,260	4708	845	21.1%	78.9%	14.2%
<b><i>Mono County CDPs</i></b>								
Chalfant	651	47.1	131	520	51	20.1%	79.9%	7.8%
Benton	280	48.8	54	226	35	19.3%	80.7%	12.5%
Paradise	153	52.9	19	134	33	12.4%	87.6%	21.6%
Swall Meadows	220	53.8	36	184	42	16.4%	83.6%	19.1%
Sunny Slopes	182	47.2	28	154	20	15.4%	84.6%	11.0%
Aspen Springs	65	47.8	14	51	7	21.5%	78.5%	10.8%
Crowley Lake	875	45.1	210	665	105	24.0%	76.0%	12.0%
McGee Creek	41	54.8	7	34	14	17.1%	82.9%	34.1%
June Lake	629	41.7	116	513	70	18.4%	81.6%	11.1%
Lee Vining	222	30.4	56	166	17	25.2%	74.8%	7.7%
Mono City	172	41	41	131	15	23.8%	76.2%	8.7%
Bridgeport	575	45.5	119	456	99	20.7%	79.3%	17.2%
Walker	721	51.1	124	597	196	17.2%	82.8%	27.2%
Coleville	495	25.7	167	328	32	33.7%	66.3%	6.5%
Topaz	50	45.7	11	39	14	22.0%	78.0%	28.0%
Total of CDPs	5,331	45.2	1,133	4198	750	21.3%	78.7%	14.1%

Source: US Census 2010

The State Department of Finance is projecting that the population in the county will age over the next twenty years, with the percent of the total County population that is elderly (65 years and over) rising from 14.2% in 2010 to 18.2% of the total in 2060 (see Table 6).

<b>Table 6: Projected Population by Age, 2010</b>			
	<b>2020</b>	<b>2040</b>	<b>2060</b>
Total Population	14,833	15,037	20,755
Under 5	879	963	1,366
5-17	2,578	2,305	3,497
18-64	9,643	9,484	12,123
65 and over	1,733	2,286	3,768
% Total Population	100.0%	100.0%	100.0%
% Under 5	5.9%	6.4%	6.6%
% 5-17	17.4%	15.3%	16.8%
% 18-64	65.0%	63.1%	58.4%
% 65 and over	11.7%	15.2%	18.2%

*Source: CA Dept. of Finance*

## Household Size

The 2010 census reports the total number of households in the unincorporated county to be 2,539. Average household size countywide decreased slightly from 2.51 in 1990 to 2.42 in 2010. Coleville had the highest average household sizes, with 2.89 persons per household. McGee Creek and Paradise had the lowest average household sizes, with 1.95 persons/household and 2.07 persons per household, respectively (Table 7).

<b>Table 7: Household Characteristics by CDP, 2010</b>										
	<b>Average Household Size</b>	<b>Average Family Size</b>	<b>Total Households</b>	<b>Household Size: 1</b>	<b>Household Size: 2</b>	<b>Household Size: 3</b>	<b>Household Size: 4</b>	<b>Household Size: 5</b>	<b>Household Size: 6</b>	<b>Household Size: 7+</b>
Countywide	2.42	2.98	5768	1592	2182	835	657	292	118	92
Mammoth Lakes	2.5	3.14	3229	899	1145	464	392	180	80	69
Unincorporated County	2.38	3.04	2539	693	1037	371	265	112	38	23
<b><i>Mono County CDPs</i></b>										
Chalfant	2.47	2.87	264	53	118	43	29	14	3	4
Benton	2.3	2.81	122	40	42	19	10	9	0	2
Paradise	2.07	2.47	74	20	38	8	7	1	0	0
Swall Meadows	2.24	2.6	98	21	47	19	9	0	2	0
Sunny Slopes	2.14	2.82	85	28	31	15	9	1	1	0
Aspen Springs	2.6	2.73	25	2	13	4	5	1	0	0
Crowley Lake	2.37	2.88	367	99	138	59	47	15	7	2
McGee Creek	1.95	2.5	21	9	7	2	3	0	0	0
June Lake	2.16	2.77	290	97	119	33	20	15	4	2
Lee Vining	2.51	3.25	85	28	24	12	12	4	3	2
Mono City	2.73	2.94	63	8	30	11	8	3	2	1
Bridgeport	2.18	2.83	257	88	97	37	19	8	6	2
Walker	2.15	2.61	335	101	149	44	26	9	3	3
Coleville	2.89	3.23	171	25	53	35	36	20	1	1
Topaz	2.38	3.08	21	6	9	2	2	0	2	0
<b>Total of CDPs</b>	<b>2.39</b>	<b>3.04</b>	<b>2278</b>	<b>625</b>	<b>915</b>	<b>343</b>	<b>242</b>	<b>100</b>	<b>34</b>	<b>19</b>

Source: US Census 2010

## Household Tenure

The overall number of renters in the unincorporated area decreased from 40% of all occupied units in 1990 to 32% 2010. The south county CDPs generally have very high rates of owner-occupied units, the highest being Paradise at 95.9%. North county CDPs have higher renter occupied units with Coleville the highest at 71.9% due to the marine base housing. Vacant units used as seasonal homes are widespread and make up 32.7% of all units in the unincorporated county. June Lake has the highest rate of seasonally vacant homes at 65.4%.

<b>Table 8: Tenure of Occupied and Vacant Units by CDP, 2010</b>				
	<b>% Vacant Seasonal, of Total</b>	<b>% Owner Occupied of Total</b>	<b>% Renter Occupied of Total</b>	<b>% Vacant of Total Units</b>
Countywide	45.9%	56.0%	44.0%	58.5%
Mammoth Lakes	51.7%	46.5%	53.5%	66.5%
Unincorporated County	32.7%	68.0%	32.0%	40.8%
<b><i>Mono County CDPs</i></b>				
Chalfant	6.3%	87.5%	12.5%	12.3%
Benton	10.1%	70.5%	29.5%	23.3%
Paradise	12.6%	95.9%	4.1%	14.9%
Swall Meadows	23.4%	91.8%	8.2%	23.4%
Sunny Slopes	44.2%	69.4%	30.6%	45.5%
Aspen Springs	30.6%	84.0%	16.0%	30.6%
Crowley Lake	20.0%	78.2%	21.8%	27.0%
McGee Creek	26.7%	95.2%	4.8%	30.0%
June Lake	65.4%	54.1%	45.9%	66.6%
Lee Vining	11.6%	50.6%	49.4%	24.1%
Mono City	29.8%	71.4%	28.6%	33.0%
Bridgeport	13.2%	62.3%	37.7%	28.0%
Walker	10.8%	69.0%	31.0%	24.7%
Coleville	5.5%	28.1%	71.9%	14.9%
Topaz	28.6%	61.9%	38.1%	50.0%
<b>Total of CDPs</b>	26.3%	68.6%	31.4%	34.4%

Source: US Census 2010

## Overcrowded Households

The U.S. Census Bureau defines an overcrowded household as a housing unit occupied by more than one person per room (not including kitchens and bathrooms). Units with more than 1.51 persons per room are considered severely overcrowded and indicate a significant housing need. Overcrowding is not a significant housing situation in unincorporated Mono County. Using ACS data there were 7 overcrowded households across both owner and renter-occupied units, or 0.3% of the total households in the unincorporated area (none severely crowded). Most of the overcrowded households in Mono County are in the Town of Mammoth Lakes, where there are 40 such identified households, or 1.5%. The statewide overcrowding rate for households in 2010 was 15.2% of all households, significantly higher than Mono County.

Table 9: Overcrowded Household in Unincorporated Mono County	
Households	Number
Total	2,612
Less than 1 per room	2,605
1 – 1.5 per room	7
More than 1.5 per room	0

Source: ACS 2017

## Extremely Low Income Households

Extremely low-income households are those with income less than 30% of the area’s median income. Mono County’s median household income in 2017 was \$60,595 (ACS 2017). Income limits are adjusted depending on the number of people in the household. For a four-person household, the current income limit for an extremely low-income household is \$19,575. For a one-person household, the income limit is \$13,725. Using these thresholds, 3.2% of households in the County are considered extremely low income.

## Employment

Service occupations make up the largest employment sector in the County at 34%. The following is a list of major employers in Mono County developed using the 2009 America's Labor Market Information System Employer Database (California Employment Development Department, [www.labormarketinfo.edd.ca.gov](http://www.labormarketinfo.edd.ca.gov)):

Employer Name	Location	Industry
Eastern Sierra Unified School District	Various	Schools
June Mountain Ski Area	June Lake	Hotels & Motels
Juniper Springs Resort	Mammoth Lakes	Resort
Mammoth Hospital	Mammoth Lakes	Hospitals
Mammoth Lakes Fire Department	Mammoth Lakes	Misc. Business
Mammoth Mountain Inn	Mammoth Lakes	Hotels & Motels
Mammoth Mountain Ski Area	Mammoth Lakes	Hotels & Motels
Mono County Government	Bridgeport	Local government
Town of Mammoth Lakes	Mammoth Lakes	Local government
U.S. Forest Service	Various	Federal government
Vons	Mammoth Lakes	Retail

## Income

The overall median household income in the unincorporated area based on US 2010 Census data was \$61,868, up from \$45,325 in 2000. The median household income varied significantly, however, throughout the county with the communities near Mammoth Lakes generally having higher overall income levels.

<b>Table 10: Household Income by CDP, 2010</b>		
	<b>Median</b>	<b>Mean</b>
Countywide	61,868	68,546
Mammoth Lakes	59,972	67,089
<b><i>Mono County CDPs</i></b>		
Chalfant	52,039	59,800
Benton	33,048	35,168
Paradise	81,346	91,905
Swall Meadows	96,471	112,333
Sunny Slopes	133,287	NA
Aspen Springs	NA	NA
Crowley Lake	85,735	76,856
McGee Creek	89,290	141,335
June Lake	50,329	58,173
Lee Vining	70,172	57,240
Mono City	42,875	48,652
Bridgeport	71,250	64,143
Walker	50,655	61,119
Coleville	46,559	51,669
Topaz	NA	NA

Source: US Census



## Housing Types

Housing in unincorporated Mono County is predominantly single-family detached units and mobile/manufactured homes. Since 1990, all types of housing in the unincorporated area increased (Table 14). During that period, multifamily units had the greatest percentage increase, although a majority of that increase occurred from 1990-2000 and the rate has slowed considerably in the last decade.

**Table 11: Housing Units by Type, Unincorporated Mono County, 1990-2010**

Unit Type	1990		2000		2010		1990-2010 % Change
	Number	Percent	Number	Percent	Number	Percent	
Single-family-Detached	2,267	63.7%	2,468	65.1%	2,969	69.3%	+23.6%
Single-family-Attached	214	6.0%	210	5.5%	u	u	
2-4 units	176	4.9%	296	7.8%	u	u	
5 Plus Units	63	1.8%	74	2.0%	u	u	
All Multi Units	239	6.7%	370	9.8%	405	9.4%	+41%
Mobile home	842	23.6%	743	19.5%	912	21.3%	+7.7%
<b>TOTAL</b>	<b>3,562</b>	<b>100%</b>	<b>3,791</b>	<b>100%</b>	<b>4,286</b>	<b>100%</b>	<b>+16.9%</b>
<p><i>Notes: Mobile home includes "Other" (i.e.: Boat, RV, van, etc.). The majority are mobile homes.</i></p> <p><i>u: indicates that data no longer collected by census</i></p> <p><i>Single Family-Detached for 2010 includes attached units.</i></p> <p><i>Sources: U.S. Census 2000, 1990HCD Data Package</i></p>							

## Housing Stock Conditions

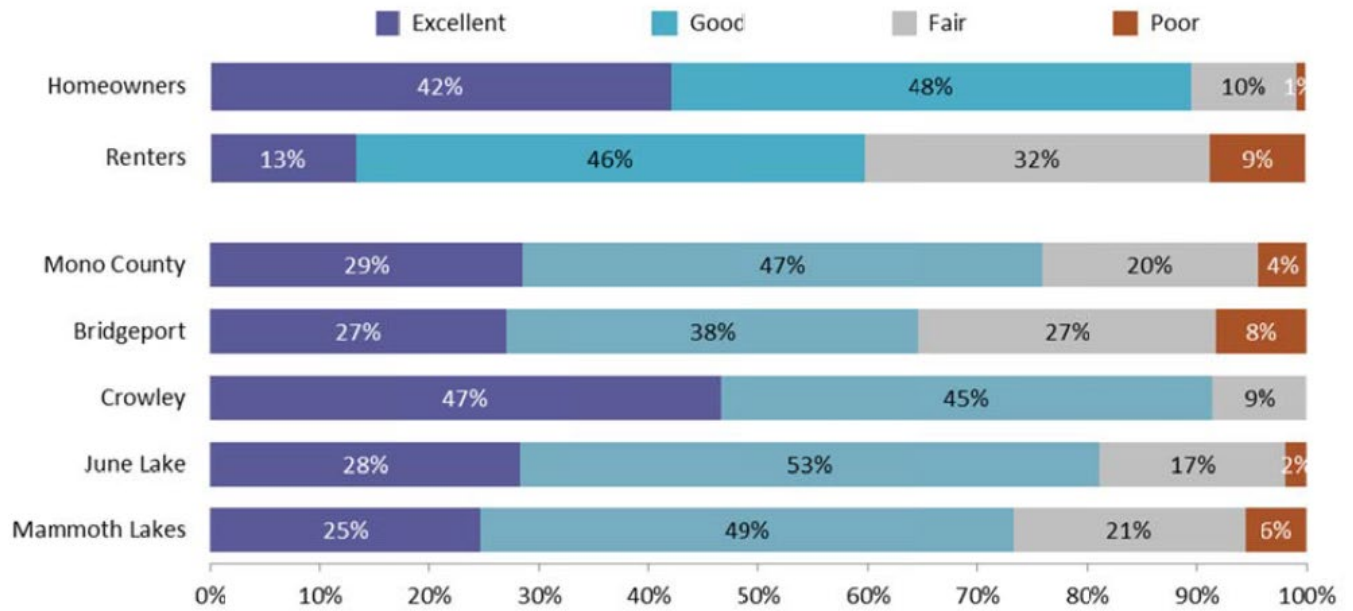
The Mono County Community Development Department completed a comprehensive Housing Condition Survey for the unincorporated area of the county in the summer of 2009. The results of that survey are shown in Table 12; results are shown for conventional single-family residences (SFR) as well as mobile homes (MH). The results have been aggregated by planning area. Data for smaller community areas within the planning areas is available from the Community Development Department. Housing units determined to be in Good Condition were in overall good condition with no repair needed. Units determined to be in Fair Condition were structurally sound but needed some minimal repair and/or paint. Units determined to be in Poor Condition were not structurally sound and needed repairs and/or paint.

Table 12: Housing Stock Conditions by Planning Area, 2009								
Planning Area	Unit Type	Number of Housing Units				% of Total		
		Good	Fair	Poor	Total	Good	Fair	Poor
Antelope Valley	SFR	116	128	29	273	42.5%	46.9%	10.6%
	MH	64	58	24	146	43.8%	39.7%	16.4%
	Total	180	186	53	419	43.0%	44.4%	12.6%
Bridgeport Valley	SFR	101	87	15	203	49.8%	42.9%	7.4%
	MH	19	17	7	43	44.2%	39.5%	16.3%
	Total	120	94	22	236	50.8%	39.8%	9.3%
Mono Basin	SFR	78	33	6	117	66.7%	28.2%	5.1%
	MH	13	2	0	15	86.7%	13.3%	0.0%
	Total	91	35	6	132	68.9%	26.5%	4.5%
June Lake	SFR	261	140	18	419	62.3%	33.4%	4.3%
	MH	4	1	1	6	66.7%	16.7%	16.7%
	Total	265	141	19	425	62.4%	33.2%	4.5%
Long Valley	SFR	495	102	5	602	82.2%	16.9%	0.8%
	MH	2	1	0	3	66.7%	33.3%	0.0%
	Total	497	103	5	605	82.1%	17.0%	0.8%
Tri-Valley	SFR	90	63	14	167	53.9%	37.7%	8.4%
	MH	143	70	32	245	58.4%	28.6%	13.1%
	Total	233	133	46	412	56.6%	32.3%	11.2%
Total	SFR	1141	553	87	1781	64.1%	31.0%	4.9%
	MH	245	149	64	458	53.5%	32.5%	14.0%

Source: Mono County Community Development Department, Housing Conditions Survey.

A survey of homeowners completed as part of the 2017 Housing Needs Assessment provides updated data. As shown in Figure 3, about 75 percent of Mono County residents rate their home's condition as either excellent or good. Homeowners are much more likely to report excellent condition than renters (42% versus 13%). Among communities with sufficient data for analysis, Crowley residents are most likely to rate their home in excellent condition (47%). Bridgeport residents are most likely to rate their home's condition as fair (27%) or poor (8%).

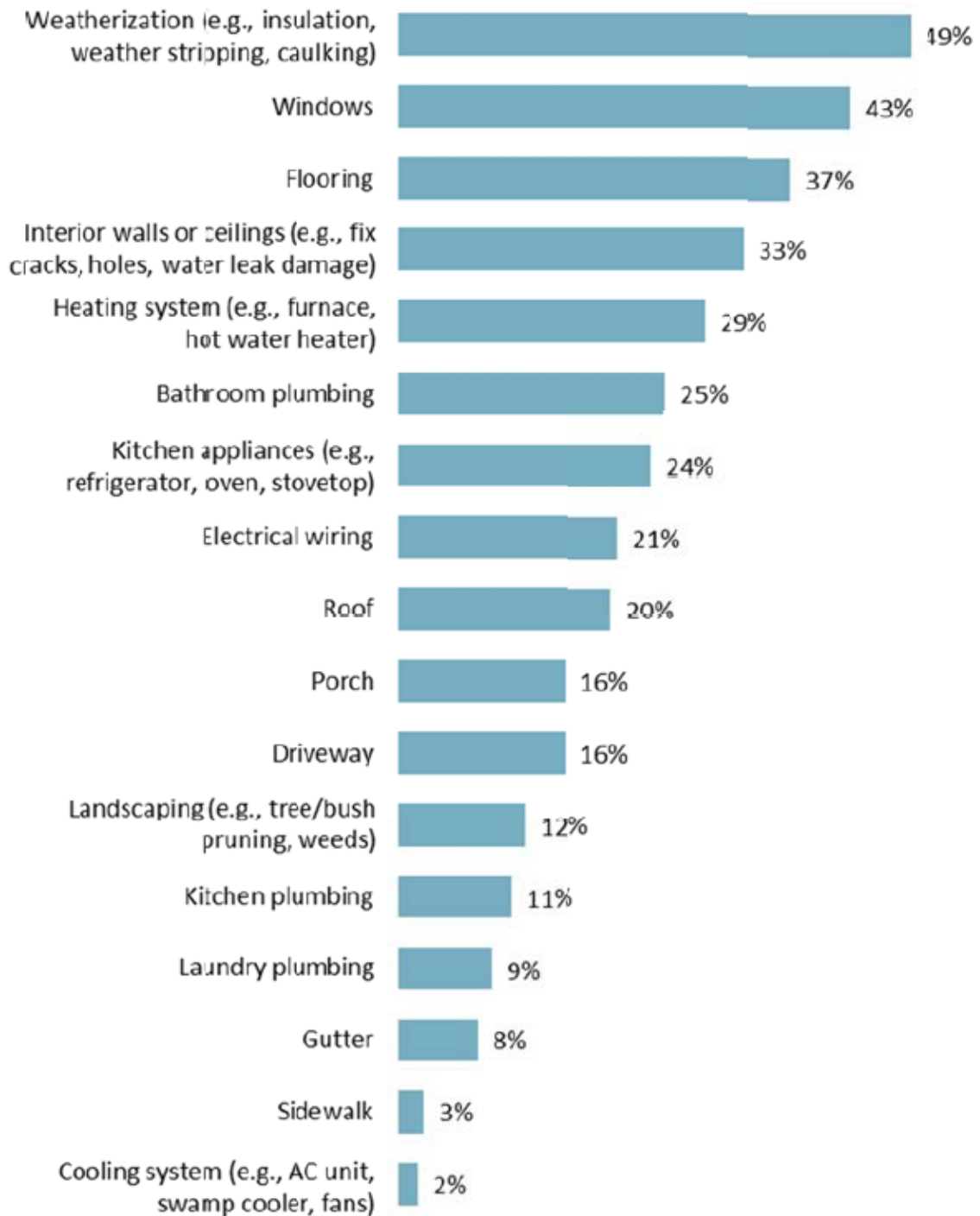
**Figure 3: Condition of units, based on tenure and location**



Note: Data shown for places with at least 40 survey responses.  
 Source: 2017 Housing Choice and Needs Survey, Resident Sample.

Of those with homes in fair or poor condition, 88 percent report the need for repairs. Figure 4 presents the most important needed repairs. Nearly half of those homes in fair or poor condition require improved weatherization.

**Figure 4: Most needed repairs for homes in poor or fair condition**



Source: 2017 Housing Choice and Needs Survey; n= 158 residents.

## Needs Assessment

### Overview

Although much of the County's overall growth has occurred within the boundaries of the Town of Mammoth Lakes, housing shortages within Town are shifting demand into the unincorporated County. Modest development in the County has made it difficult to accommodate this new demand, leading to increased housing prices. Much of the County's recent housing growth has been driven by second homeownership and, more recently, vacation rentals. At 35%, Mono County has one of the lowest permanent resident occupancy rates when compared with similar counties (2017 Needs Assessment). The unincorporated County remains a single family detached home market, with typical rural development patterns. As demand from the Town of Mammoth Lakes puts pressure on the County's inventory, development patterns may see a shift to accommodate growth.

A clear majority of existing attached units tend to be luxury units and are in the Town of Mammoth Lakes. At the time of the 2017 Needs Assessment, all but one of the attached units for sale in the County are in Mammoth Lakes and have a median price well above affordable levels for an average household in the County. Further, significant Home Owner's Association (HOA) fees decrease affordability of such units by approximately \$100,000, making the actual price point even more difficult to attain.

Attached products are at a significant deficit for the workforce and families due to lack of affordability in Mammoth Lakes and lack of supply in the unincorporated area. Of the residential units in the unincorporated area, just seven percent are multifamily developments (a roughly even split between duplexes/triplexes and condos /apartments). As attached options become less affordable in town, the unincorporated area should expect to have even greater pressure to provide these types of units.

While the single family detached category provides more listings, most homes are still well out of reach for the typical worker. Renters who could have moved into ownership in the 1990s cannot find affordable homes to buy—yet most of them (90%) would like to buy in the next five years. To become homeowners, an average renter in the County who wants to buy would need a home priced at around \$200,000—or \$400,000 for a two-earner renter household. In the unincorporated County, there were fewer than 10 single family homes priced under \$450,000 available for sale in August 2017 when BBC conducted the study, and no condominiums. Only one of these units was located south of Bridgeport.

Projections show the County has very little housing inventory to absorb future job growth. The jobs most likely to grow in the future are in tourist-related industries: food services and preparation, housekeeping, retail, and services. These jobs typically pay around \$10 per hour—or \$20,000 per year. Most workers in the County hold more than one job, putting their annual earnings closer to \$35,000 per year. This is nearly enough to afford the median rent, particularly with a roommate who works. However, if additional affordable units are not created, median rent could be increased to a point that is out of reach for those in the County's largest and fastest-growing employment sector.

Understanding future housing needs and creating a target will be critical in short and long-range efforts.

A housing model developed by BBC estimates a range of current and future housing needs. The modeling exercise found a current need of between 175 and 450 rental units in the County overall. The low end of this range captures units that are needed to accommodate unfilled jobs help and workers who will leave the County due to housing conditions. The high end of the range includes providing rental units for in-commuters who want to live in the County. The model suggests that 50 to 100 units are needed in the unincorporated County, a range that will be heavily influenced by overflow demand from the Town of Mammoth Lakes.

Future housing needs are largely determined by employment growth and estimates of job growth differ widely due to variance in economic conditions. The housing needs projections for 2022 use three job growth scenarios: one based on last year's growth, one incorporating the more aggressive state growth estimates, and one based on input from surveyed employers. The most conservative estimate for the County, which includes the Town of Mammoth Lakes, shows a need for 184 additional housing units by 2022. The accelerated growth estimate suggests a need for as many as 664 units. A reasonable middle ground estimate for the unincorporated County shows a need for 70 housing units to accommodate new housing demand from employment growth, which would be in addition to the 50 to 100 units that are needed to address renters' needs currently. In all, the unincorporated County has a need for between 120 and 170 units to accommodate current needs and future employment growth through 2022.

Often a housing needs assessment will delineate conditions based on a jurisdiction's needs en masse, as reflected by many of the previous numbers discussed here. However, needs and strategies on a more local basis. For example, June Lake has an occupation rate of around 25 percent, compared to approximately 75 percent in Bridgeport and the Mono Basin, and 91 and 88 percent in Topaz and Walker respectively. Clearly the dynamics of each community are significantly different, where June Lake may look to strategies aimed at conversion of stock to more long-term resident options, while other communities may need to increase the quality of affordable options. For this reason, the Housing Element attempts to provide separate analysis of each planning area, in addition to County-wide data.

<b>Current Housing Needs</b>	<b>County Overall</b>	<b>Mammoth Lakes</b>	<b>Unincorporated County</b>
<b>Renter Demand</b>			
<i>Rental units needed to house workers for unfilled jobs</i>	40-55	40-55	5-10
<i>Commuters who would like to live in Mammoth Lakes</i>	220	220	0
<i>Worker households who plan to leave the County due to lack of housing</i>	31	25	7
<i>Year round worker households that are overcrowded</i>	247	116	131
<i>Seasonal worker households that are overcrowded</i>	44	44	0
<i>Units needed to alleviate overcrowding (1-1.5 unit per overcrowded household)</i>	100-125	55-70	45-55
<i>Renters who had to move because they can't afford housing or their units converted to seasonal (for comparison)</i>	299	199	100
<b>Range of Unmet Demand for Rental Units</b>	<b>175-450</b>	<b>125-350</b>	<b>50-100</b>
<b>Ownership Demand by Renters</b>			
<i>Households who currently rent and want to be owners in the next 5 years</i>	1,009	640	369
<i>Current owners who plan to sell in next five years</i>	363	176	187
<i>Seasonal owners who plan to sell in the next five years</i>	405	359	47
<i>Total units that could be available to new owners</i>	768	534	234
<b>Range of Demand for Ownership</b>	<b>235-625</b>	<b>100-375</b>	<b>135-250</b>
<b>Repair Needs</b>			
<i>Occupied units</i>			
<i>Owners who need repairs (units in "fair" or "poor" condition)</i>	332	176	156
<i>Owners who need significant repairs (units in "poor" condition)</i>	33	18	16
<i>Renters who need repairs (units in "fair" or "poor" condition)</i>	1291	846	445
<i>Renters who need significant repairs (units in "poor" condition)</i>	283	186	98
<b>Future Needs</b>			
<b>From Employer Survey (Lower Bound Estimates)</b>			
<i>FTE equivalent worker housing needed</i>	83		
<i>FTE seasonal workers housing needed</i>	102		
<i>New housing units needed, 2022</i>	184	144	40
<b>Continued Employment Growth Scenario (Middle Estimates)</b>			
<i>Current employment, excluding self employed</i>	7,430		
<i>Growth 2016-2017</i>	2%		
<i>Projected employment, 2022</i>	8,163		
<i>New jobs by 2022 if future growth is similar to 2016-2017</i>	733	608	125
<i>New housing units needed, 2022</i>	339	269	70
<b>State Projections of New Jobs plus Replacement (Upper Bound Estimates)</b>			
<i>New jobs, regional growth by industry applied to Mono County</i>	444		
<i>Replacement jobs</i>	991		
<i>New jobs by 2022 based on state projections</i>	1,435	1,135	300
<i>Employees needed</i>	1,196		
<i>New housing units needed, 2022</i>	664	524	140
<b>Self Employed Workers, Estimated Range of Growth</b>			
<i>Job growth, self-employed workers</i>	240		
<i>New units for self-employed workers</i>	133		

Note: Model assumes that there are 1.8 workers per household, except for seasonal (2.5), and workers hold 1.2 jobs.

Source: BBC Research & Consulting.

**RHNA**

The Regional Housing Need allocated to unincorporated Mono County for the period of December 31, 2018 through August 15, 2027 is shown in Table 13. The income groups are defined as follows:

Very Low Income	0-50% of the area's median income (AMI)
Low Income	51-80% of AMI
Moderate Income	81-120% of AMI
Above Moderate Income	Over 120% of AMI

The median income for a 4-person household in Mono County in 2018 was \$81,200 (HCD, 2018 state income limits). Income limits are adjusted depending on the number of people in the household. The median household income in 2010, regardless of household size, was \$61,868.

<b>Table 13: Regional Housing Needs, Unincorporated Mono County, 2019-2027</b>		
<b>Income Group</b>	<b>Number</b>	<b>Percent</b>
Very Low	13 units	15.3%
Low	16 units	18.8%
Moderate	21 units	24.7%
Above Moderate	35 units	41.2%
<b>Total</b>	<b>85 units</b>	<b>100.0%</b>

Source: HCD

In the past, Mono County allocated its overall regional housing needs to communities in the unincorporated area based on the percentage of the population in each community area. Due to concerns in some communities over the arbitrary nature of such an allocation, the County has decided to no longer allocate its regional housing needs to community areas. To address concerns over community specific needs, the County relies on area plan policies and a location-based site inventory analysis.

Table 14 shows the number of housing units by income group permitted in the unincorporated portion of Mono County between January 2014 and December 2018, based on actual sales prices, type of construction and size of the units constructed.

<b>Table 14: Units Constructed or Approved, Unincorporated Mono County, 2014-2018</b>		
<b>Income Group</b>	<b># of Units Constructed</b>	<b># of Units Approved</b>
Very Low	<b>*DATA BEING GATHERED</b>	
Low		
Moderate		
Above Moderate		
<b>Total</b>		

Source: Mono County Community Development Department.



## **Buildout**

Buildout calculations can provide an idea of the amount of residential land remaining in the County and, more specifically, how much potential remains in each land use designation. Buildout numbers are intended to provide a “ceiling” for development as land is currently constituted and does not attempt to project development. In reality, development on individual parcels rarely approaches maximum potential (particularly for multi-family land uses) and therefore numbers should be viewed as a maximum bound. Calculations are based on the following assumptions:

1. Potential is based on the current configurations of individual parcels. The possibility for subdivisions, lot line adjustments, and lot mergers were not considered. Each parcel is analyzed in a vacuum, regardless of surrounding lots.
2. Theoretical potential is then reduced by considering the following constraints:
  - a. Limitations due to hazards, including avalanche danger. Areas are determined based on County hazard maps, which indicate conditional development zones.
  - b. Limitations based on water and sewer services;
  - c. Limitations on agricultural development based on area plan policies; and
  - d. Development credits for agriculture parcel.
3. Physical constraints, including steep slopes, streams, and outcroppings are not considered.
4. Infill potential on currently built-on parcels is only factored in for the following commercial areas on multi-family, mixed-use, and commercial lots: June Lake, Lee Vining, and Bridgeport. A parcel located in these locations is deemed to have potential if existing development is below 50% of maximum potential;
5. For land use designations allowing both residential and commercial development, buildout for the purpose of the Housing Element assumes only residential development will occur.
6. Accessory dwelling units were not factored into buildout potential.
7. Buildout does not consider time. Particular land use designations and communities have faster rates of growth, but buildout is considered on an infinite timeline based on the current configuration of land.

<b>Table 15: Buildout Calculations by Land Use Designation</b>			
<b>LUD</b>	<b>Acres</b>	<b>Unit Potential</b>	<b>% of Total Unit Potential</b>
Agriculture (AG)	77,174	4,887	32.8%
Commercial (C)	123	1,089	7.3%
Commercial Lodging (CL)	20	210	1.4%
Estate Residential (ER)	4,324	1,246	8.4%
Industrial/Industrial Park (I/IP)	63	50	0.3%
Multi-Family Residential (MFR)	50	523	3.5%
Public Facilities (PF)	6	6	0.04%
Mixed Use (MU)	302	1,389	9.3%
Resource Management (RM)	31,469	723	4.9%
Rural Mobile Home (RMH)	432	384	2.6%
Rural Residential (RR)	4,021	484	3.3%
Rural Resort (RU)	344	70	0.5%
Scenic Area Agriculture (SAA)	3	10	0.1%
Service Commercial (SC)	4	17	0.1%
Single-Family Residential (SFR)	981	2,524	17.0%
Specific Plan (SP)	598	1,268	8.5%
<b>Total Buildout</b>	<b>119,914</b>	<b>14,880</b>	<b>100%</b>

According to 2015 American Community Survey data, there are currently 4,260 units in the unincorporated county, representing 29% of full buildout. The largest share of potential lies on agriculture lands, but development on these parcels is likely to be insignificant as shown by historical patterns and is discouraged by General Plan policies. Most development will likely occur on single-family residential and estate residential parcels, continuing the trend of detached products in the County. Approximately 92% of units in the County are single-family detached homes.

Multi-family residential (MFR) lots often provide the greatest opportunity for high density development and nearly half of the MFR parcels in the County are undeveloped. However, just one of these lots exceeds one acre in size. Multi-family development will need to occur through smaller complexes or specific plans.

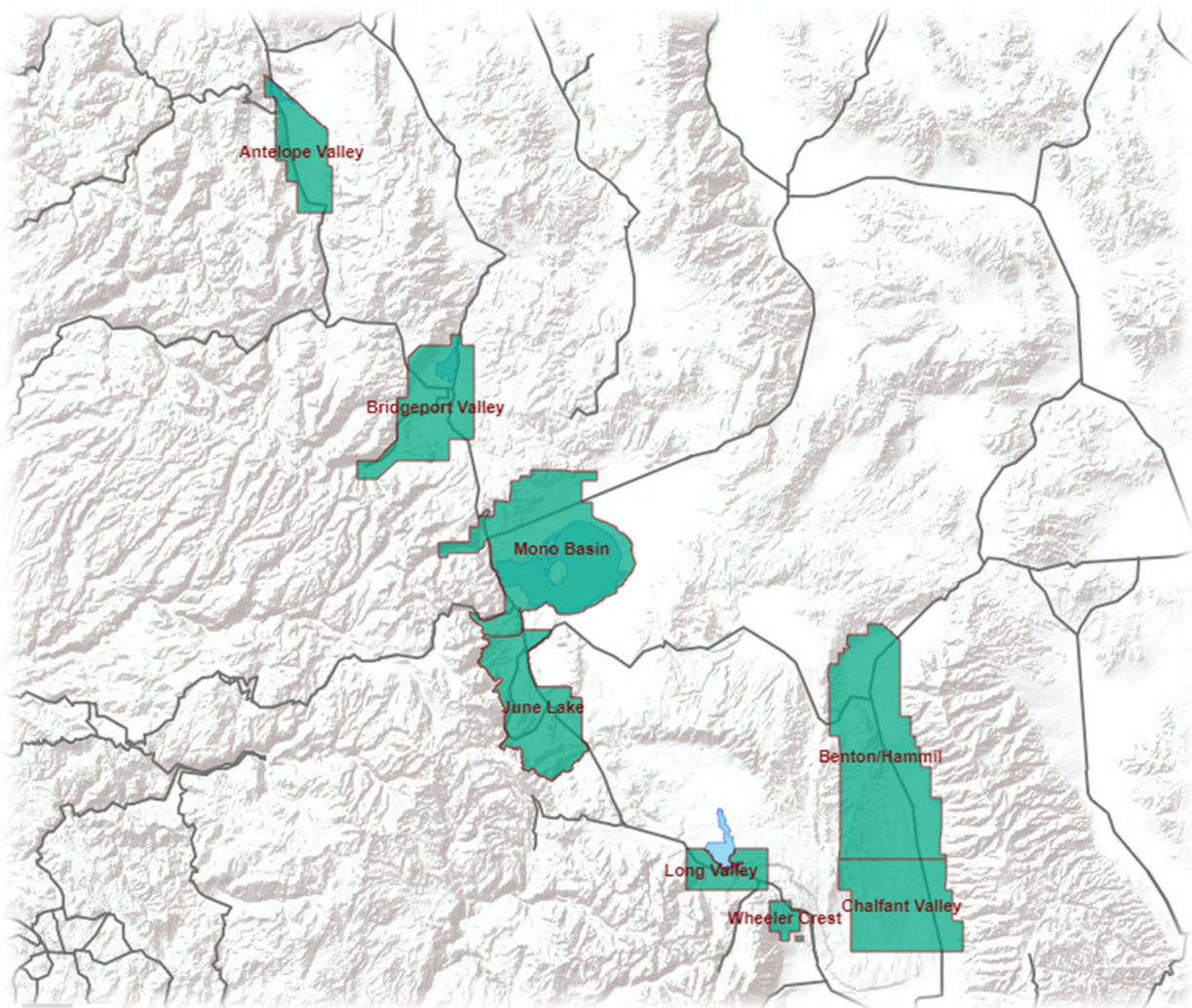
An analysis of buildout broken down by community is presented in the next section.

## Community Profiles

The Housing Element divides the County into seven major planning areas:

1. Antelope Valley
2. Bridgeport Valley
3. Mono Basin (Lee Vining and Mono City)
4. June Lake
5. Long Valley (Crowley Lake, Sunny Slopes, Aspen Springs, McGee Creek)
6. Wheeler Crest (Swall Meadows and Paradise)
7. Tri-Valley (Benton, Hammil, and Chalfant Valleys)

The seven planning areas represent over 90% of the County's unincorporated population. Each area has a unique set of housing challenges and is represented by their own Regional Planning Advisory Committee (RPAC). The following section profiles each area, including buildout data, relevant characteristics, opportunity sites, and challenges and constraints.



*Mono County planning area*

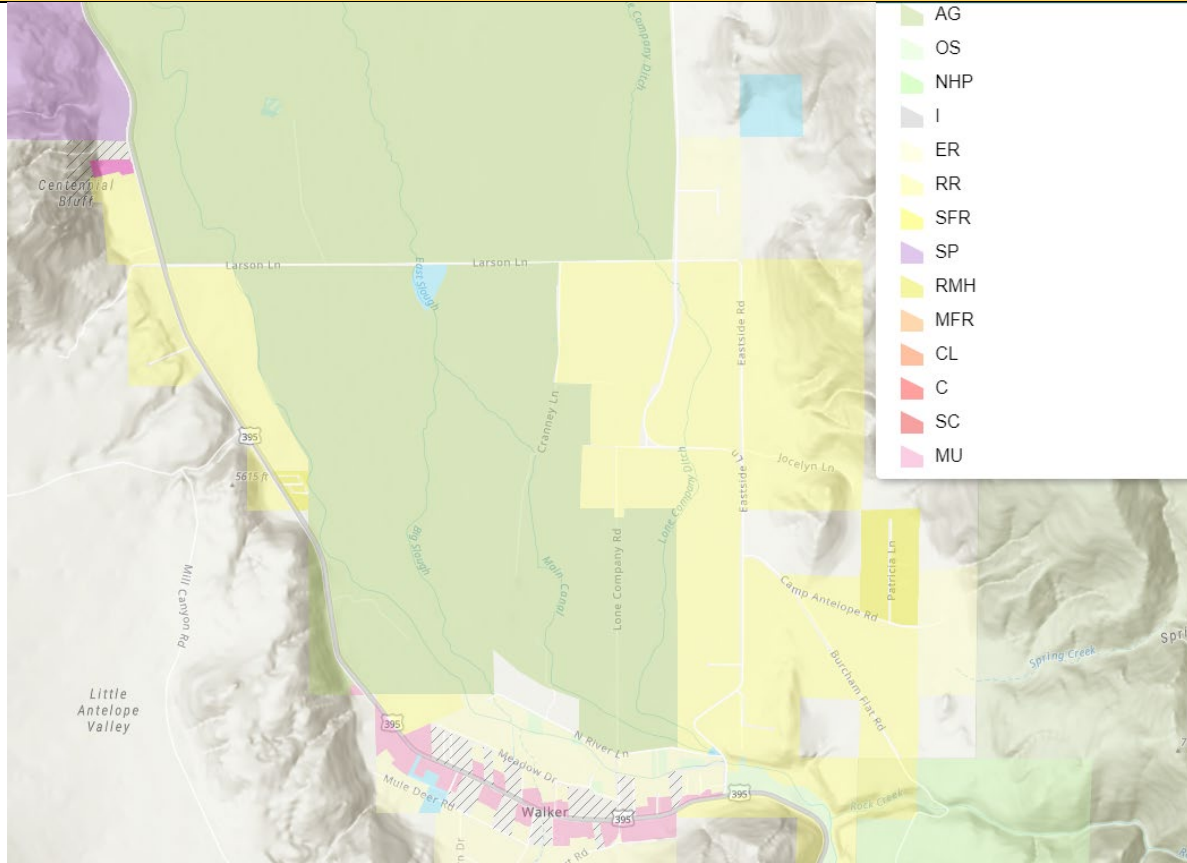
## Antelope Valley Community Profile



Quick Facts <sup>1</sup>	Antelope Valley Buildout Potential		
<b>Communities:</b> <b>Walker (pop. 721)</b> <b>Coleville (pop. 495)</b> <b>Topaz (pop. 50)</b>  <b>Housing Units: 842</b>  <b>Percentage of housing stock in poor condition is highest in County (12.6%)</b>  <b>High percentage of year-round occupancy (90%)</b>  <b>Approximately 1/4 of residences are manufactured homes</b>	Land Use Designation	Acres	Unit Potential
	AG	15,047	1,470
	ER	411	312
	MU	208	189
	RM	467	10
	RMH	69	23
	RR	1,859	392
	SAA	3	4
	RU	4	17
	<b>Total</b>	<b>18,091</b>	<b>2,402</b>
<b>Buildout Potential Remaining: 64.9%</b>			

<sup>1</sup> 2017 Mono County Housing Needs Assessment

## Background



*Land use designations near Walker*

Antelope Valley is in the northernmost section of Mono County and includes the communities of Walker, Coleville, and Topaz. The region is characterized by its strong agricultural values and large rural lots. Most of the remaining housing potential is on rural residential (RR), estate residential (ER), and agriculture (AG) parcels. Several mixed-use parcels along Highway 395 through Walker contain development potential.

Antelope Valley does not share many of the same issues faced by other communities in the County. Over 90% of residences are occupied year-round and the housing shortage is considered minor.

A focus for Antelope Valley should be improving existing stock. Nearly 13% of housing stock in the area is considered poor, the highest rate in the County. Weatherization and rehabilitation programs would be most beneficial for residents.

Renters looking to own property in the region also reported a strong desire to maintain the first-time homebuyer assistance program.

Growth in Antelope Valley is projected to remain incremental. The County has not identified sites for larger projects as development is expected to occur mainly in the form of single-family residences on rural lots. Manufactured homes are likely to remain a popular avenue for residents looking to reduce costs over traditional stick-built housing.

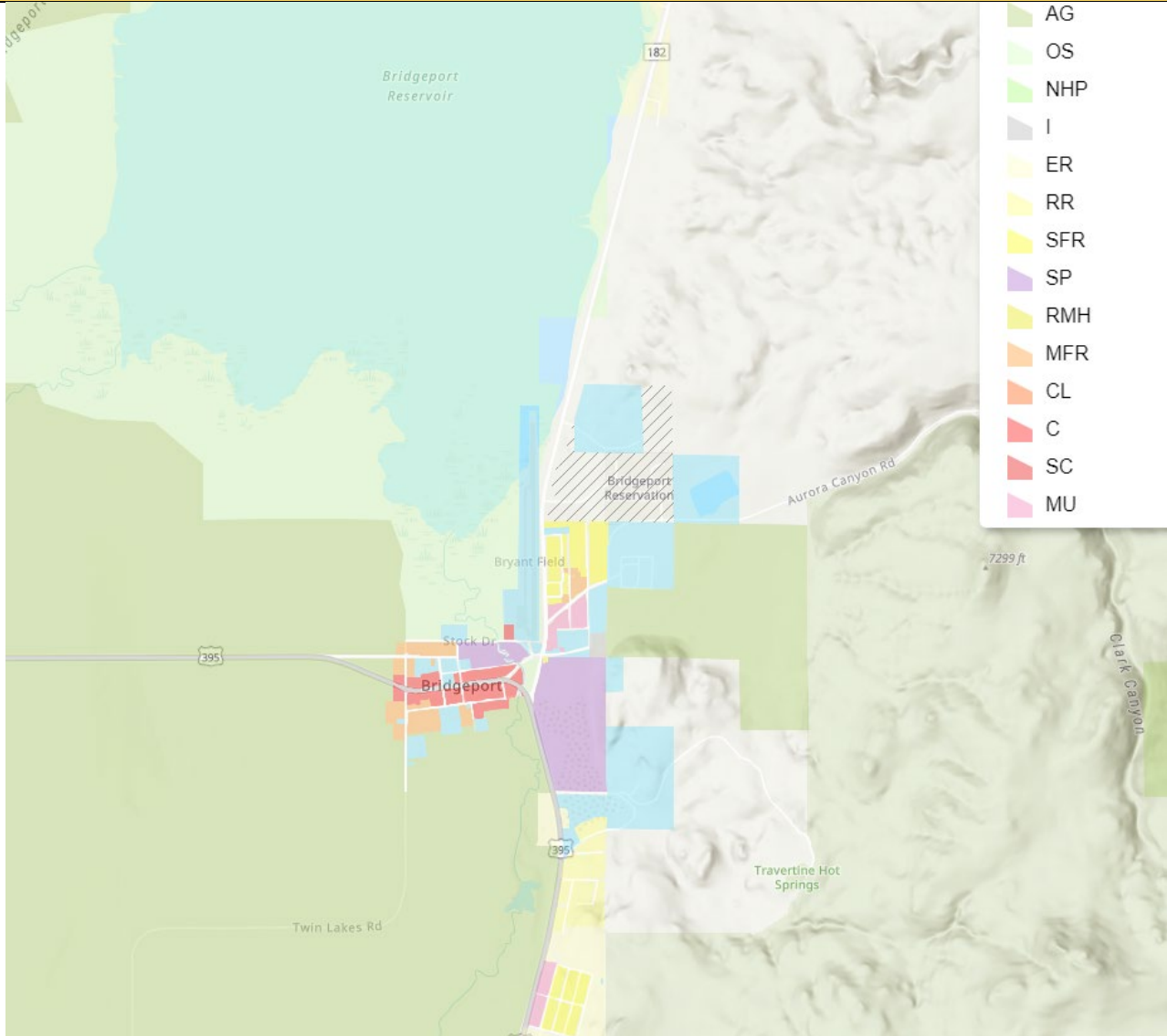
# Bridgeport Valley Community Profile



Quick Facts <sup>2</sup>	Bridgeport Valley Buildout Potential		
<b>Population: 575</b>  <b>Housing Units: 333</b>  <b>Stagnant growth (current population equal to 1980 census)</b>  <b>Oldest housing stock in County (64% at least 40 years old)</b>	Land Use Designation	Acres	Unit Potential
	AG	24,270	936
	C	27	266
	ER	285	278
	I/IP	25	10
	MFR	28	306
	MU	40	583
	RM	399	16
	RR	35	35
	RU	119	26
	SFR	129	535
	<b>Total</b>	<b>25,350</b>	<b>2,991</b>
	<b>Buildout Potential Remaining: 88.9%</b>		

<sup>2</sup> 2017 Mono County Housing Needs Assessment

## Background



*Land Use Designations in the Bridgeport Valley*

The Bridgeport Valley consists of the Bridgeport townsite and surrounding agriculture parcels of the valley. Growth has been static for the past four decades – the population was 575 in 1980, 576 in 1990, and 575 in 2010. The result is an aging housing stock, with nearly two-thirds of units built more than forty years ago.

There are several key sites available within the core of Bridgeport offering both vacant and redevelopment opportunities. Commercial and multi-family zones along Main Street allow for high density development. With a number of suitable locations available, the main barrier is economic viability. The cost of construction for residential units in Mono County exceeds \$300 per square foot, and it is challenging for developers to get a good return on investment. Water quality due to the presence of arsenic may also be an issue for some lots.

## Key Sites

### Buster's Market (Redevelopment)

APN: 008-092-003, 008-092-006,  
008-092-009

Acres: 1.77

Unit Potential: 23

LUD: Commercial, Multi-Family Low

Potential for redevelopment of the former Buster's Market. Property consists of three parcels – two commercial lots and one multi-family low (MFR-L). Site is located along main street at the northern end of the Bridgeport core.



### 424 Main Street

APN: 008-093-026

Acres: 0.22

Unit Potential: 3

LUD: Commercial

Adjacent to the vacant "Buster's Market" property, this commercial parcel could provide the site for a small multi-family or mixed-use development along main street. No infrastructure improvements required.





**175 Main Street (Underdeveloped)**

APN: 008-141-004

Acres: 0.94

Unit Potential: 14

LUD: Commercial

Property is a candidate for infill or redevelopment. Parcel is in the Bridgeport core and has access from Main Street (Highway 395) and Kingsley Street. No infrastructure improvements required.



**Alpine Vista Estates**

Acres: 3.1

Unit Potential: 12

LUD: SFR

Subdivision of single-family lots located along Highway 182. Agreement is in place to improve roads for subdivision. Project on hold until market conditions improve.



**186 Milk Ranch Rd**

APN: 008-080-011

Acres: 74.3

LUD: Estate Residential, Specific Plan

Large parcel located east of the Bridgeport townsite. Main constraints are water quality due to the presence of alkali and wetlands.



**BLM Land Exchange**

APN: 008-030-014

Acres: 163.2

LUD: Resource Management

Large flat parcel located north of the Bridgeport townsite along Highway 182. Lot is owned by BLM and could be a candidate for a land exchange proposal.





**Mono Basin Community Profile**

Quick Facts <sup>3</sup>	Mono Basin Buildout Potential		
<b>Communities:</b> <b>Lee Vining (pop. 222)</b> <b>Mono City (pop. 172)</b> <b>Total Population: 394</b>  <b>Older housing stock: 47% over 30 years old</b>  <b>Large household size: 2.61 (County average: 2.40)</b>  <b>High percentage of Hispanics: 31.5% (County average: 16.5%)</b>	Land Use Designation	Acres	Unit Potential
	AG	293	96
	C	27	127
	ER	400	24
	I	5	5
	RM	10,440	232
	RR	318	22
	SAA	3	4
	SC	4	17
	SFR	167	188
	Tioga Inn Specific Plan	57	100
	<b>Total</b>	<b>11,660</b>	<b>815</b>
	<b>Buildout Potential Remaining: 77.2%</b>		

<sup>3</sup> 2017 Mono County Housing Needs Assessment, 2010 Census

## Background

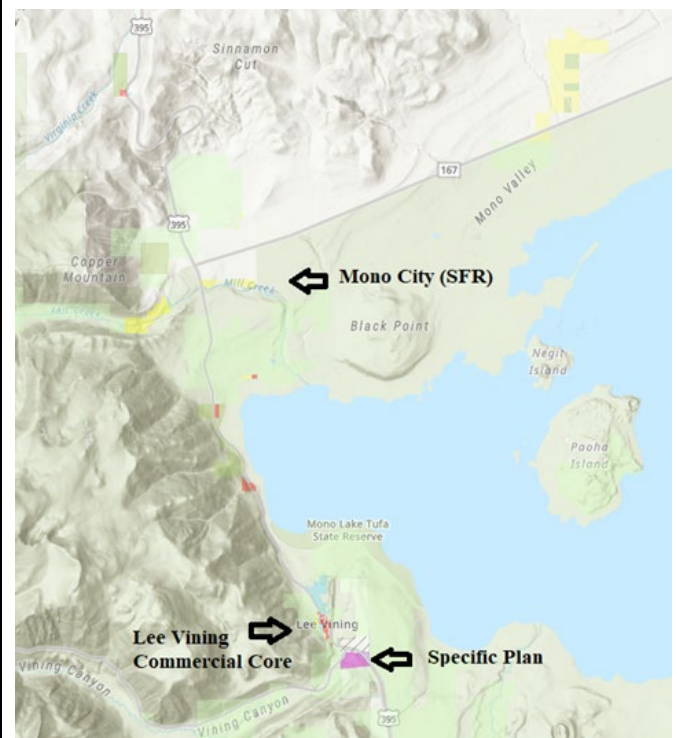
The Mono Basin planning area encompasses the communities of Lee Vining, Mono City, and the surrounding large rural parcels of the basin. Lee Vining, which serves as the gateway to Yosemite National Park, primarily consists of commercial parcels along the Highway 395 corridor, with small pockets of single family residential located away from main street. Vacant land suitable for residential development is sparse within Lee Vining, with most potential being through redevelopment. Maintenance yards located on the north end of the community are a possible candidate for residential redevelopment, but complexities related to the parcel make immediate plans unlikely. The largest and most realistic concentrated potential lies to the south of Lee Vining within the Tioga Inn Specific Plan, located at the junction of Highway 120 and Highway 395. The Specific Plan allows for development of 100 residential units under the proposed 2019 amendment. Utilities within the Lee Vining area, including water, power and, sewer, may have adequate capacity at full buildout (further analysis required).

Most of the remaining existing residential units are single family residential units located on the north end of Mono Lake in the community of Mono City. The rest of the basin is comprised of large lots – mainly rural residential (RR), estate residential (ER), and resource management (RM). A portion of the rural area falls under the Mono Basin National Forest Scenic Area Private Property Development Guidelines, which limits construction of larger projects. Parcels in Mono Basin outside of the Lee Vining area require individual water and sewer systems.

Demographically, Mono Basin stands out for its high percentage of children and large household sizes. The area has the second lowest median age in county (30) and approximately 2 in 5 residents live with roommates. Median household income is slightly above County average but is partly influenced by households having a higher than average number of earners.

The area also has a high percentage of older units, with 47% built more than 30 years ago. Despite the large number of older units, housing stock is in good condition with less than 5% reported as being in poor condition (needing significant repair). The most common identified need to improve existing stock was funds for weatherization and energy efficiency (45% of responders).

To help aid in providing long-term housing to the local workforce, non-owner-occupied short-term rentals are prohibited in the Mono City.



## Key Sites

### Tioga Inn Specific Plan

APN: 021-080-025

Acres: 32.1

Unit Potential: 100

A 2019 Specific Plan Amendment is expected to allow for up to 150 additional workforce housing bedrooms, or approximately 100 units. The proposed workforce housing area is located along the southern property boundary, directly south of the promontory restaurant.

Impacts and constraints will be analyzed as part of Tioga Inn Specific Plan Amendment #3.





Quick Facts <sup>4</sup>	June Lake Buildout Potential				
<b>Population: 631</b> <b>Housing Units: 869</b>  <b>Approximately 3/4 of units are not permanently occupied</b>  <b>Nearly 1/4 of units are multi-family, the highest percentage in the County</b>  <b>High percentage of renter-occupied units (48% among permanently occupied units)</b>	<b>Land Use Designation</b>		<b>Acres</b>	<b>Unit Potential</b>	
	C		18	180	
	CL		20	210	
	ER		8	3	
	MFR		18	165	
	MU		11	131	
	SFR		166	710	
	Specific Plan	Rodeo Grounds			789
		Highlands I			3
		Highlands II			153
	<b>Total</b>		<b>563</b>	<b>2,518</b>	
<b>Buildout Potential Remaining: 65.5%</b>					

<sup>4</sup> 2017 Mono County Housing Needs Assessment, 2013 June Lake Area Plan – Housing Section

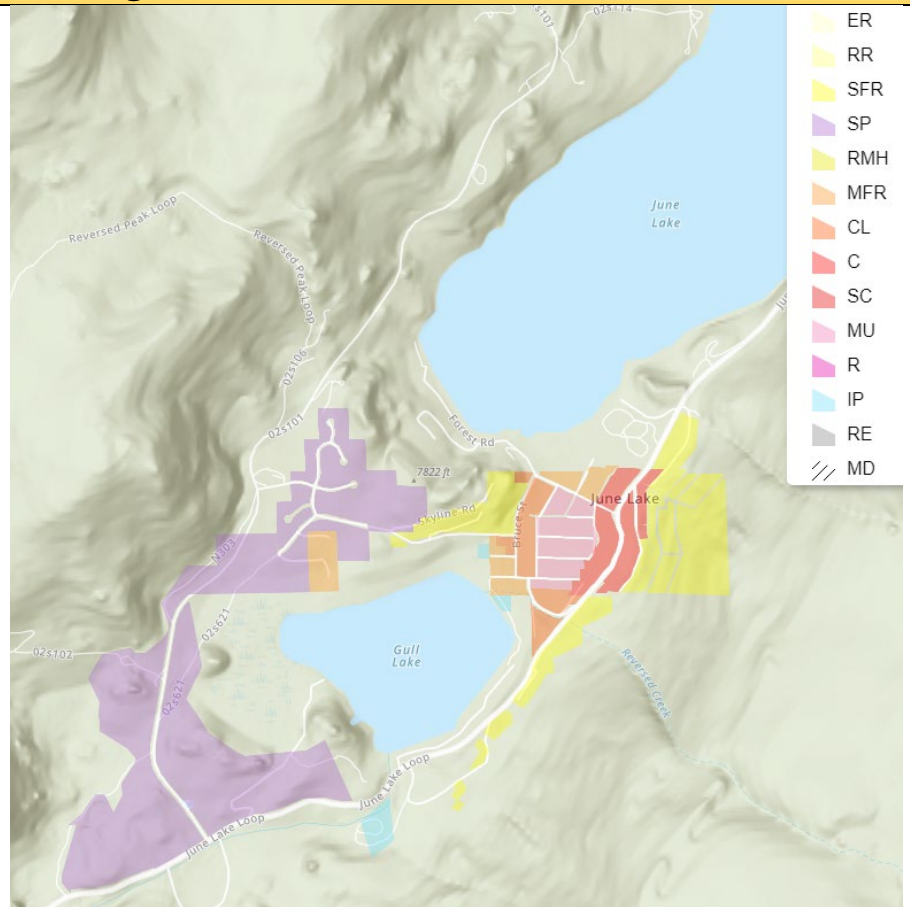
## Background

June Lake’s housing landscape provides a great deal of variety. A mix of multi-family and single-family land uses dispersed throughout the community provides the opportunity to serve a diverse population. Much of the buildout potential remains in specific plans, particularly the Rodeo Grounds Specific Plan located across from June Mountain.

June Lake’s housing stock is a combination of older and newer units. Over half of the stock has been constructed since 1990, a ratio higher than County average, but over 14 percent of units were built more than fifty years ago, the second highest percentage of all the County’s planning areas (Bridgeport is at 20 percent).

Perhaps the defining characteristic of housing in June Lake is the low percentage of permanently occupied units. Nearly three out of four units are not permanently occupied, typically being used as second homes or short-term rentals. The community has developed stringent, neighborhood-specific short-term rental policies, which may help increase the number of long-term housing opportunities

Key development challenges include avalanche hazard and difficult lot configurations. Many of the lots located east of Highway 158 are limited due to being in conditional development zones that present avalanche danger. Single family residences may be constructed in these zones at the risk of the owner, but the infrastructure does not exist to support access and development. Other lots in the community are challenging to build on due to a number of factors, including lot narrowness, stream setbacks, topography, and the inability to meet substantial snow storage requirements.



June Lake Land Use Designations, community core



June Lake Land Use Designations, down canyon

## Key Sites

### Rodeo Grounds Specific Plan

APN: 015-010-065

Acres: 81.5

Unit Potential: 789

Specific Plan includes three elements: resort services, market-rate housing, and affordable housing.

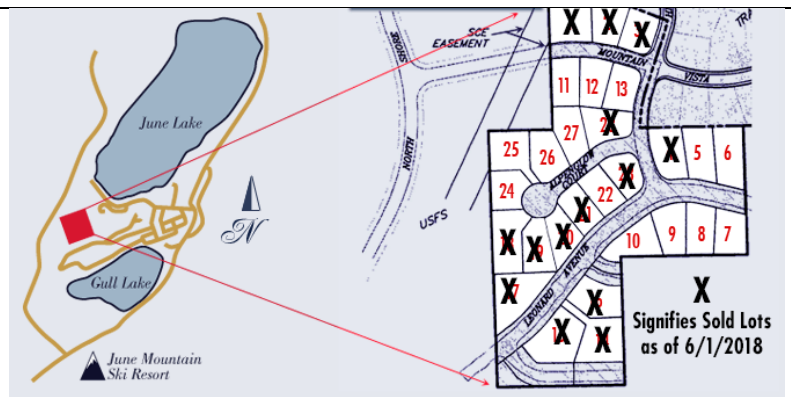


### Highlands Specific Plan

Acres: 21.2

Unit Potential: 153 (39 SFR, 114 MFR)

The Highlands Specific Plan allows for up to 39 single-family residential units (16 constructed as of January 2019) and 114 multi-family residential units.





**Northshore Drive ER/SP**

APN: 015-300-005

Acres: 14.1

Multiple-owner parcel designated as Estate Residential/Specific Plan. Possible location of future planned development.

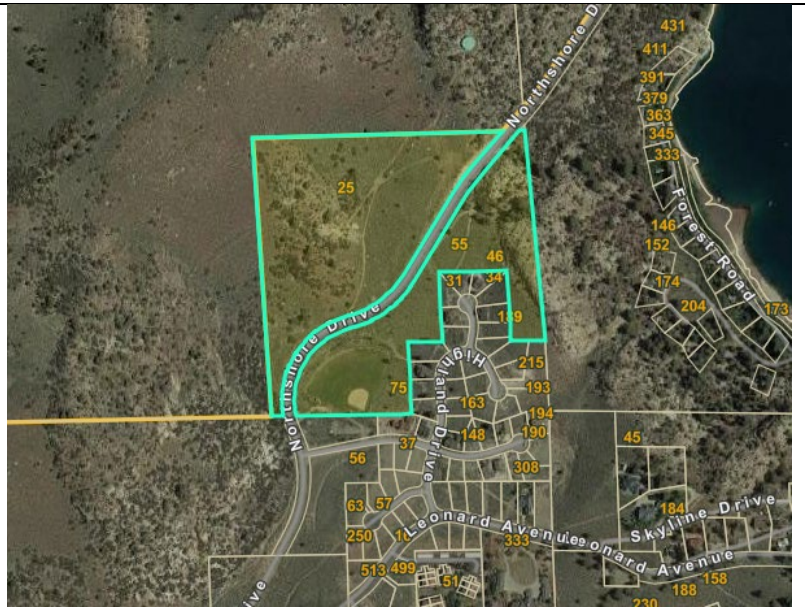


**25 Mountain Vista Drive**

APN: 015-010-055

Acres: 30.2

Property is owned by Inyo National Forest. A land exchange could provide an appropriate site for affordable housing adjacent to the existing Highlands Specific Plan.



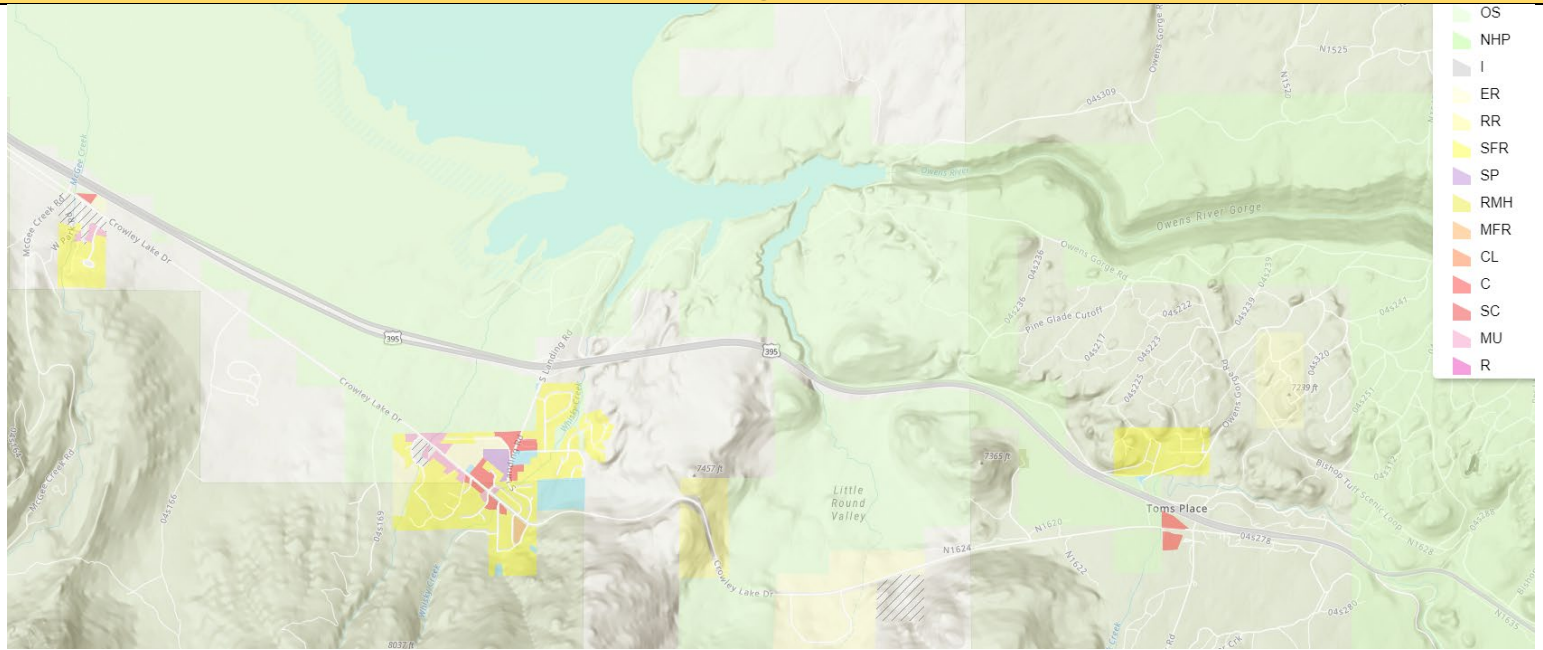
## Long Valley Community Profile



Quick Facts <sup>5</sup>	Long Valley Buildout Potential		
<b>Communities:</b> <b>Crowley Lake (pop: 880)</b> <b>Sunny Slopes (pop: 182)</b> <b>Aspen Springs (pop: 65)</b> <b>McGee Creek (pop: 41)</b>  <b>Housing Units: 658</b>  <b>Approximately 4/5 of units are owner occupied</b>  <b>Highest average household income in County</b>  <b>Less than 1% of units are in poor condition</b>	Land Use Designation	Acres	Unit Potential
	C	35	497
	ER	422	212
	MFR	4	52
	MU	33	478
	PF	3	2
	RM	59	1
	RR	71	8
	SFR	338	770
	<b>Total</b>	<b>965</b>	<b>1,968</b>
<b>Buildout Potential Remaining: 66.6%</b>			

<sup>5</sup> 2010 US Census, 2017 Mono County Housing Needs Assessment

## Background



*Long Valley Land Use Designations*

The Long Valley Planning Area consists of the communities of Crowley Lake, Sunny Slopes, Aspen Springs, and McGee Creek. As the nearest communities to Mammoth Lakes, they are heavily influenced by the County's economic center. Long Valley residents have the highest average household income in the County and the majority of the area's workforce commutes to Mammoth Lakes.

The area features mostly single-family units and nearly 80 percent of residences are permanently occupied. Non-owner-occupied short term rentals are prohibited. Long Valley's housing stock is of good quality, with less than one percent of units reported as being in poor condition.

Long Valley's outlook will be heavily tied to housing trends in the Town of Mammoth Lakes. There is currently limited land for affordable, higher density development that has strong demand in Town. Pressures from Mammoth Lakes may lead to increased demand for community housing sites in the area.

## Key Sites

### School District Parcel

APN: 060-110-014

Acres: 25.9

LUD: Public Facility

Parcel owned by the Mammoth Unified School District. Potential site for housing school district employees.



### Crowley Lake RM

APN: 060-220-008

Acres: 59.4

LUD: Resource Management

Expired tract map for single-family residential with future potential for specific plan development due to size and location. Steep slopes on property. Could provide mix of housing types.



**379 South Landing Road**

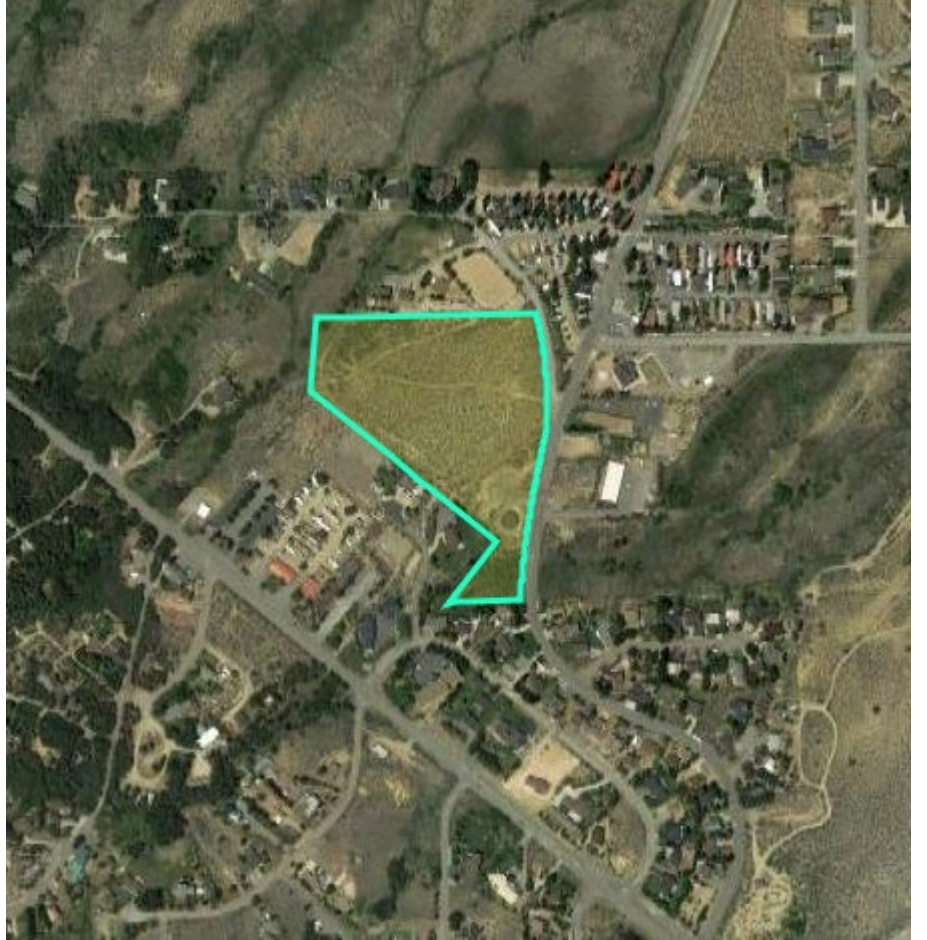
APN: 060-210-031

Acres: 9.0

Unit Potential: 53

LUD: Commercial, Specific Plan

Under the now-expired Crowley Estates Specific Plan, the property offers an opportunity for a mix of housing in the center of the Crowley Lake community. Infrastructure constraints are the largest concern for potential development, particularly water. Currently capacity does not exist to serve a higher density development, including the need for fire-related services.



**Aspen Springs ER**

APN: 062-040-019

Acres: 37.6

Unit Potential: 20-30

LUD: Estate Residential

Large Estate Residential parcel in Aspen Springs. Parcel could be a candidate for specific plan development. Possible constraints include steep slopes and riparian area on the east side of the property.



**Aspen Springs Mixed Use**

APN: 062-040-010

Acres: 36.0

LUD: Mixed Designation

Candidate for mixed development in Aspen Springs, including housing. Constraints include potential steep slopes on the east side of the property.



**Sunny Slopes SFR**

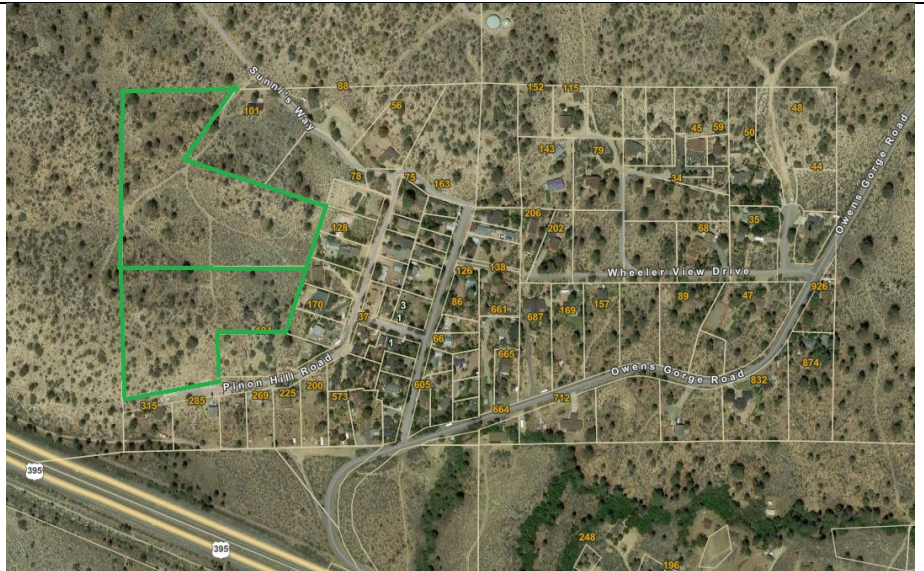
APN: 062-060-001, 062-070-010

Acres: 12.8

Unit Potential: 11

LUD: Single-Family Residential

Two adjacent single-family residential (SFR) parcels in Sunny Slopes, totaling just shy of 13 acres. Access would likely require agreement from Inyo National Forest.



# WHEELER CREST COMMUNITY PROFILE



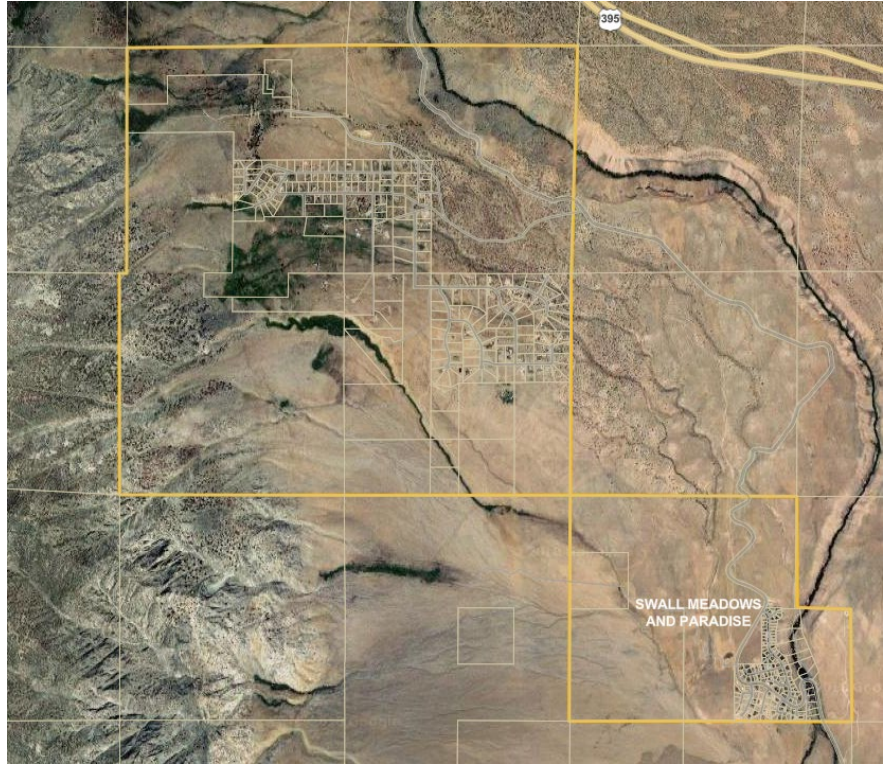
Quick Facts <sup>6</sup>	Wheeler Crest Buildout Potential		
<b>Communities:</b> Swall Meadows (pop: 220) Paradise (pop: 155)  <b>Housing Units: 216</b>  Lowest average household size (2.13) and highest median age in County (53.4)  Highest percentage of owner-occupied units in County (93.8%)	Land Use Designation	Acres	Unit Potential
	ER	719	232
	RM	3	2
	SFR	130	154
	<b>Total</b>	<b>852</b>	<b>389</b>
<b>Buildout Potential Remaining: 45.5%</b>			

<sup>6</sup> 2010 US Census

## Background

The Wheeler Crest planning area consists of the communities of Swall Meadows and Paradise. Residential designations are exclusively Estate Residential (ER) and Single-Family Residential (SFR), which provides for single-family residences (and possible accessory units) on larger lots. The planning area is notable for its low average household size (correlated with its high median age) and a high percentage of owner-occupied units (93.8%).

Recent development has largely been reconstruction following the 2015 Round Fire – six homes have been rebuilt since the fire, with more underway. The Rock Creek Ranch Specific Plan, located east of Paradise, provides an opportunity for a single-family residential subdivision. However, water service and access remain barriers for the potential project.



*Wheeler Crest Planning Area boundaries*



## Key Sites

### Rock Creek Ranch Specific Plan

APN: 026-330-002

Acres: 55.3

Unit Potential: 23

LUD: Estate Residential, Specific Plan

Specific Plan for single-family development. Specific Plan was amended in 2014 to reduce unit potential from 59 to 23. Constraints include water service and access (and secondary access for emergency vehicles) from Lower Rock Creek Road due to challenging grades.



# Tri-Valley Community Profile



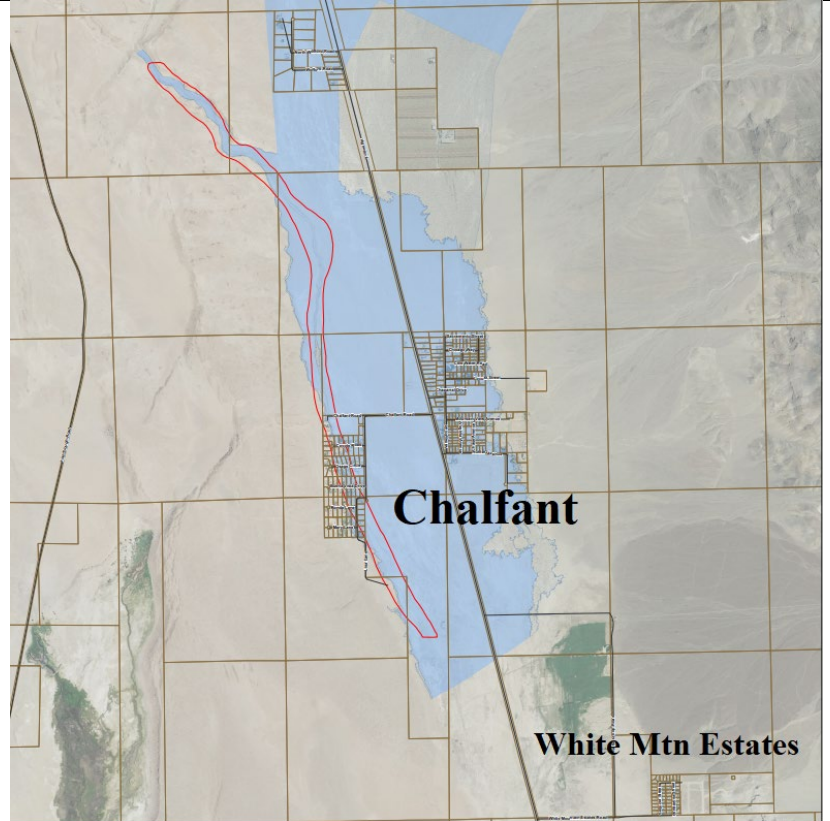
Quick Facts <sup>7</sup>	Tri-Valley Buildout Potential		
<b>Communities:</b> <b>Benton (pop: 280)</b> <b>Chalfant (pop: 651)</b>  <b>Housing Units: 460</b>  <b>Lowest median income in County</b>  <b>Approximately half of units are manufactured homes</b>  <b>Flood plain restricts development</b>	Land Use Designation	Acres	Unit Potential
	AG	5,360	1,567
	C	23	19
	ER	849	387
	MU	10	8
	RM	3	2
	RMH	363	361
	RR	1,386	508
	<b>Total</b>	<b>8,386</b>	<b>2,635</b>
<b>Buildout Potential Remaining: 82.6%</b>			

<sup>7</sup> 2010 US Census

## Background

The Tri-Valley area covers the Benton, Hammil, and Chalfant Valleys located along the Highway 6 corridor. The planning area consists primarily of large agriculture and rural residential parcels. A significant number of lots are designated Rural Mobile Home (RMH) and approximately half of all units in the Tri-Valley are manufactured homes. As the planning area with the lowest median income, the Tri-Valley will continue to rely on mobile home development as an affordable means to housing. Having the lowest snow load standards in the County allows for more flexibility in cost-effective builds.

The primary constraint in the area is the vast FEMA floodplain. The floodplain mainly covers agriculture designations, but also restricts and makes development costlier on some rural residential lots.



*Chalfant flood plain map*

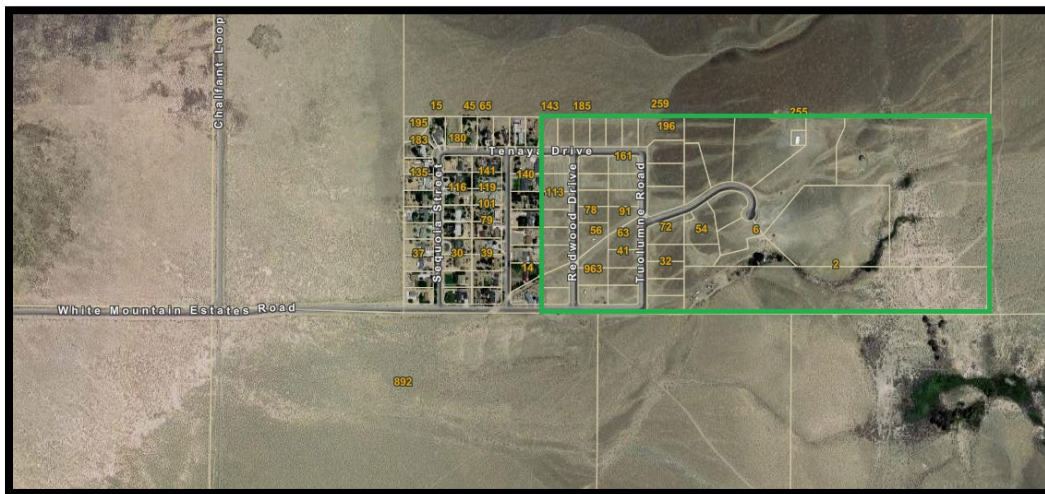
## Key Sites

### White Mountain Estates Specific Plan

Acres: 70.4

Unit Potential: 46

Adopted specific plan that allows up to 46 single-family residences.



## Site Inventory

### Identified Parcels

In addition to the key sites identified in the community profiles section, there exists a number of locations suitable for housing that meets the Regional Housing Needs Allocation. Typically, housing that fits the need for a variety of income levels is met through land use designations that allow for high density. These land use designations include Multi-Family Residential (Low, Moderate, and High; MFR-L, MFR-M, MFR-H), Commercial, and Mixed Use (MU). The undeveloped parcels within these land use designations that have the potential for at least two units and are located within areas of need are listed in the tables on the following page:

**Table 16: Identified Sites Suitable for High Density Development**

Bridgeport				June Lake			
Parcel APN	LUD	Acres	Unit Potential	Parcel APN	LUD	Acres	Potential Units
809100700	MFR-L	0.61	12	15104041	MFR-H	0.72	10
809103400	MFR-L	0.18	11	15104046	MFR-H	0.48	7
809103900	MFR-L	0.18	10	15103022	MFR-H	0.43	6
113010030	MU	0.55	9	16193025	C	0.37	5
113010040	MU	0.55	9	15072017	MU	0.38	5
112910060	MU	0.83	8	15104047	MU	0.33	4
813201100	MFR-L	0.34	8	15072015	MU	0.24	3
814101100	C	0.17	8	15073026	MFR-H	0.24	3
813203800	C	0.17	8	15072016	MU	0.25	3
813303400	MFR-L	1.03	7	15111029	MU	0.23	3
810201100	C	0.26	7	15111027	MU	0.23	3
809303100	MFR-L	0.26	6	15111028	MU	0.23	3
821100800	MU	0.24	6	15111014	MU	0.11	3
821100100	MU	0.36	5	15112017	MU	0.11	3
822003200	MFR-M	0.25	5	15112019	MU	0.11	3
821301400	MU	0.31	4	15112006	MU	0.11	3
809102400	MFR-L	0.18	4	15112011	MU	0.11	3
809103200	MFR-L	0.19	4	15103018	MFR-H	0.23	3
809104300	MFR-L	0.31	4	15113070	MU	0.23	3
809104100	MFR-L	0.18	4	15113042	MU	0.11	3
821301000	MU	0.18	4	15086037	C	0.23	3
807003500	MU	0.23	3	16217024	MFR-L	0.29	3
809103500	MFR-L	0.33	3	16192014	MFR-L	0.18	2
113010020	MU	0.55	3	16192013	MFR-L	0.18	2
113010050	MU	0.55	3	16217036	MFR-L	0.18	2
813303200	MFR-L	0.66	3	16217039	MFR-L	0.17	2
813303900	MFR-L	0.48	3	16217033	MFR-L	0.18	2
813302700	MFR-L	0.84	3	16217038	MFR-L	0.17	2
814100800	C	0.21	3	16217040	MFR-L	0.17	2
813401500	C	0.17	3	16217027	MFR-L	0.18	2
814202400	C	0.24	3	16217029	MFR-L	0.17	2
813203700	C	0.19	3	16217032	MFR-L	0.18	2
814202000	C	0.2	3	16217031	MFR-L	0.18	2
809200300	C	0.67	3	16217028	MFR-L	0.18	2
813101200	C	0.45	3	16216030	MFR-L	0.25	2
810201300	C	0.23	3	16217030	MFR-L	0.18	2
809200700	MFR-L	0.28	3	15086018	C	0.17	2
809302600	C	0.23	2	15075016	C	0.18	2
809200800	MFR-L	0.24	2	15113014	C	0.17	2
821101000	MU	0.29	2	15113054	C	0.15	2
821301200	MU	0.73	2	16217034	MFR-L	0.19	2
821100200	MU	0.27	2				
821100300	MU	0.27	2				
821200800	MFR-M	0.24	2				
821200700	MFR-M	0.28	2				
821000200	MFR-M	0.26	2				
821000600	MFR-M	0.41	2				
809104600	MFR-L	0.17	2				
821100600	MU	0.23	2				
<b>TOTAL</b>		<b>17.23</b>	<b>215</b>	<b>TOTAL</b>		<b>9.18</b>	<b>123</b>

Figure 5: MFR parcels with Development Potential in Bridgeport

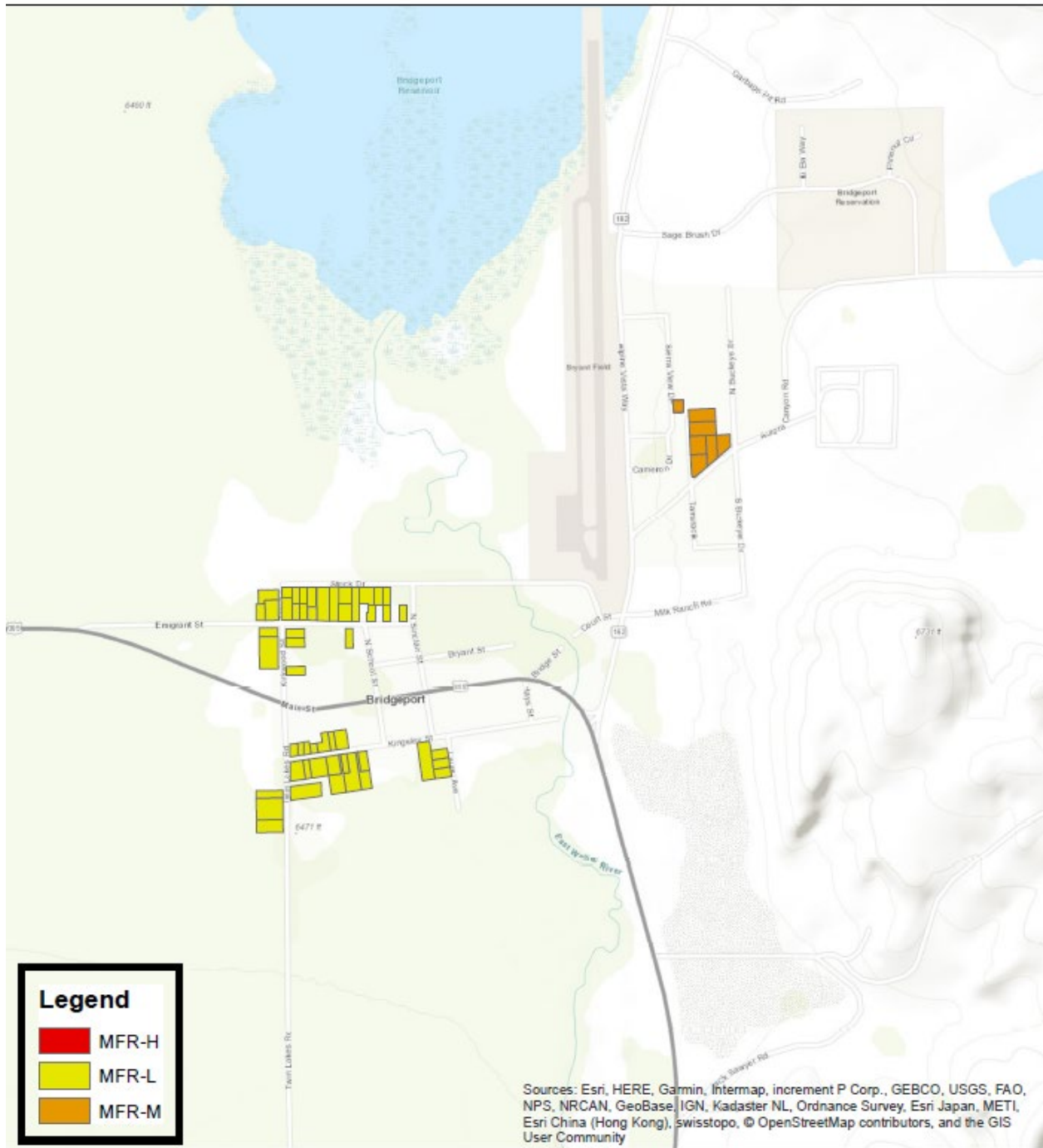
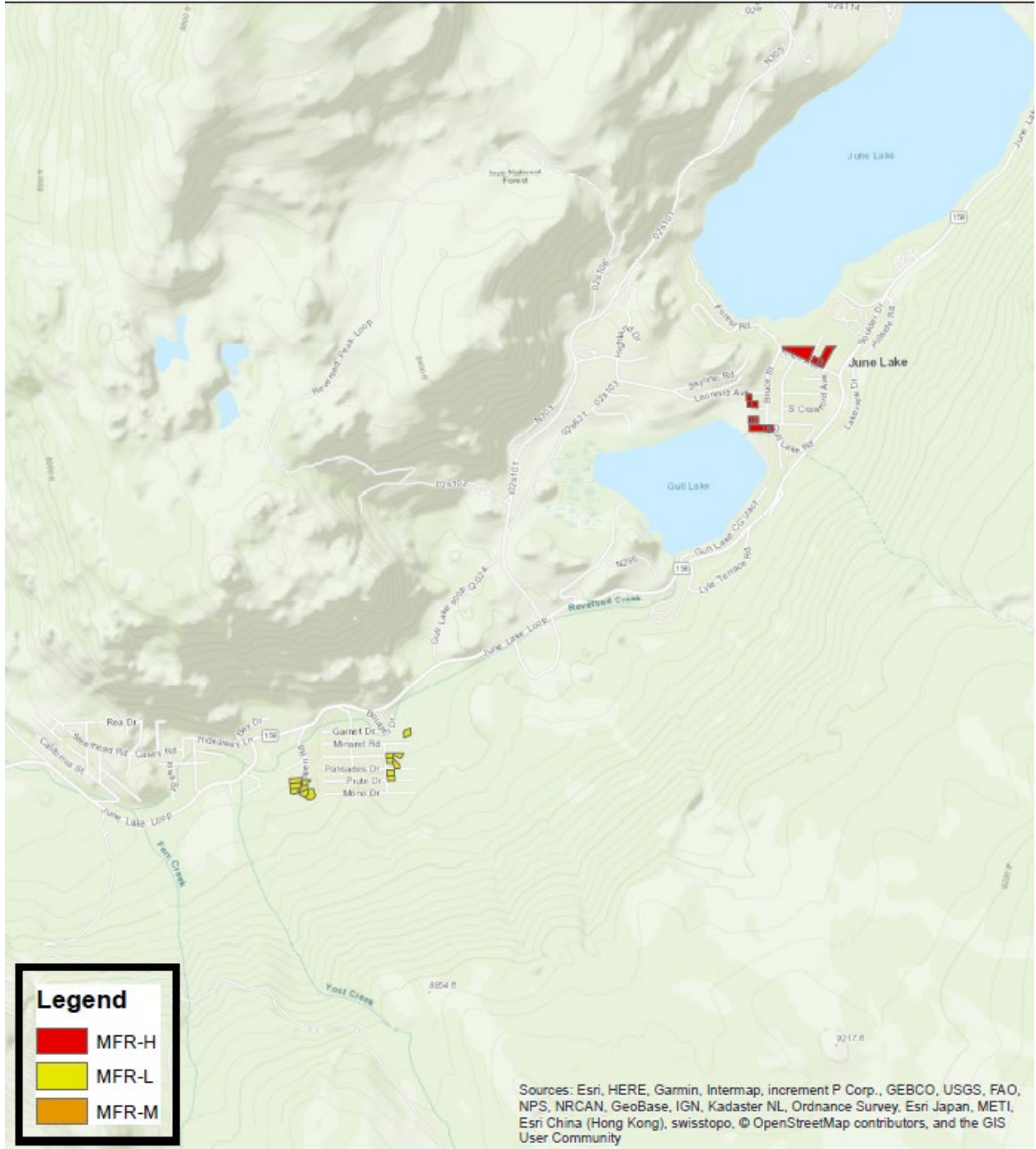


Figure 6: MFR parcels with Development Potential in June Lake



## Infrastructure

Much of the land available for residential development in the unincorporated area requires individual septic systems and wells. Some areas of the county have small community water systems but still require individual septic systems; other areas have community sewer systems but require individual wells. Sufficient capacity in the community water and sewer systems and sufficient groundwater resources and percolation capabilities outside of community water/sewer system areas exist to accommodate the regional housing need allocation.

Antelope Valley	Individual wells and septic systems required.
Bridgeport Valley	Community water within community of Bridgeport and Evans Tract with adequate capacity. Community sewer system within Bridgeport with adequate capacity. Individual systems required elsewhere.
Mono City	Mutual water company supplies water; individual septic systems required.
Virginia Lakes	Mutual water company supplies water; individual septic systems required.
Lee Vining	Community water and sewer system with adequate capacity. Individual systems required in the rest of Mono Basin.
June Lake	Community water and sewer system, currently with adequate capacity. Large developments may be required to make improvements to the water distribution system that is currently inadequate in some areas of the community.
Long Valley	Community sewer system in Crowley; septic systems elsewhere. Mutual water companies in Crowley and Sunny Slopes; individual wells elsewhere.
Wheeler Crest	Mutual water company at Rimrock; individual wells elsewhere. Individual septic system required.
Paradise	Mutual water company at Paradise. Individual septic systems required.



## Tri-Valley

Mutual water companies in White Mountain Estates, Osage Ranch; individual wells elsewhere. Individual septic systems required.

Water quality requirements affect both community water and sewer systems and individual homeowners. Lahontan Regional Water Quality Control Board's (RWQCB) water quality regulations affect the minimum lot size on which development can occur depending on whether community water and/or sewer systems are available; i.e.,

- Community water and sewer available – no minimum lot size established by RWQCB;
- Community water available, individual septic required – 20,000 square foot minimum lot size required by RWQCB;
- No community systems available, individual wells and septic required – 40,000 square foot minimum lot size required by RWQCB; and
- Minimum lot sizes in cluster subdivisions or similar developments not served by a public sewer system may be reduced if density standards for the whole subdivision are not increased above the gross density specified in the designation, provided that all other health requirements are met.

In some areas in the county where individual lots are 7,500 square feet, these requirements make it necessary to have more than one lot to build a house. Some areas of the county also have soils that are not conducive to standard septic system designs. Those areas may require additional septic system improvements that increase the cost of building.

### **Redevelopment Sites**

Mono County has sufficient undeveloped sites available to meet its identified regional housing needs. However, redevelopment potential is most likely in the County's commercial cores – June Lake, Bridgeport, and Lee Vining. The key redevelopment sites have been identified in the community profiles section.

### **Sites and Zoning that Facilitate Housing for Farmworkers**

The Agriculture (AG) designation allows farm labor housing without any type of development permit, other than a building permit. The Scenic Area Agriculture (SAA) designation also allows farm labor housing without any type of development permit, other than a building permit, to the extent the development complies with the Mono Basin National Forest Scenic Area Private Property Development Guidelines and with the Compatibility Determinations for Proposed New Commercial Uses and Developments. Compatibility determinations are based upon recommendations of the U.S. Forest Service.

## Constraints

### Non-Governmental Constraints

#### *Physical and Environmental Constraints*

There are areas within Mono County that are unavailable for residential development because of site constraints such as natural hazards or environmentally sensitive lands. The high cost of building on these lands, coupled with environmental constraints, in many cases would make them unsuitable for development.

Development in the following areas may be prohibited by the county's General Plan and/or Land Development Regulations or by requirements of other state or federal agencies, may present a hazard to those who choose to build in the area, or may impact valuable resources and require costly mitigation measures:

a. *Remote Locations.* Some privately-owned undeveloped land in Mono County is located in very remote areas where there is not, nor is there expected to be, demand for development. Reasonable legal access to these lands cannot be developed or acquired, and most of the time the County would not be able to provide the normal, expected, public services of police and fire protection, schools, etc. Most of the land in remote areas is not designated for residential use because of its remoteness. It is generally designated Resource Management or Agriculture and is used either for grazing or crops. Many of these lands are pockets of privately-owned land surrounded by public lands managed by the U.S. Forest Service or the Bureau of Land Management. In addition, the Los Angeles Department of Water and Power, technically a private landowner, owns land throughout the central and southern portion of the county. Most of the land in remote locations would not be developable for other reasons as well, such as hazards associated with the area or environmentally sensitive lands in those areas. The remote location of some private land is generally not a constraint to development since most of the private land base is centered on existing community areas. Additionally, developments are prohibited in certain areas that are not within the service district of a Fire Protection District.

b. *Hazard-Prone Areas.* Mono County currently regulates development in snow avalanche-prone areas as well as in areas identified as Alquist-Priolo Special Studies Zones (fault hazard zones), in other geologically sensitive areas, and in flood plains. Mono County General Plan policies (Safety Element) limit development in identified hazardous areas in order to minimize the risks of those hazards and to protect local communities from unreasonable risks associated with those hazards. General Plan policies also promote land exchanges for those lands to place them in public ownership and make other lands adjacent to community areas available for future community expansion.

Snow avalanche-prone areas are located along the periphery of the communities of Twin Lakes, June Lake and Wheeler Crest. Sufficient other sites are available for development in those communities so that the avalanche-prone areas do not affect development potential significantly.

Alquist-Priolo Special Studies Zones (fault hazard zones) occur throughout the county, many of them outside community areas. General Plan policies consistent with state law limit the intensity of development in seismic and other geologic hazard areas and require applicable development in those areas to provide a geotechnical report assessing the risk and recommending mitigation measures to reduce the risk to acceptable levels. The Building Division, per state building codes, also requires new construction to comply with engineering and design requirements for seismic safety. The impact of fault hazard zones on new development is not significant. Other geologic hazards, such as rockfalls and landslides, are generally associated with seismic activity and are subject to the same development requirements noted above.

Mono County uses the FEMA flood maps to identify areas within the 100-year flood plain. General Plan policies consistent with state and federal regulations limit the intensity of development in the flood plain and regulate the placement of structures in the 100-year flood plain. The county's Floodplain Regulations (Mono County Land Development Regulations, Chapter 21) contain standards for construction and for subdivisions with the flood plain. Flooding is a particular concern in the Antelope Valley and the Tri-Valley. Sufficient land exists in community areas that avoidance of flood plains does not significantly affect the County's ability to provide housing.

c. *Soils with Low Permeability Rates.* Many parts of the county are not served by public sewer systems and must rely on septic systems. In some parts of the county, standard septic systems cannot be used because the soils have low permeability rates that prevent effective operation of septic tank systems. This issue is limited and affects only a small number of parcels. Alternative septic system designs are available and, while they may be costlier, they do allow the site to be developed.

d. *Environmentally Sensitive Areas.* Development is regulated in wetland areas, within stream corridors, in sensitive wildlife habitat, and in other environmentally sensitive areas. Environmentally sensitive areas occur throughout the county. Typically, parcels are large enough that the environmentally sensitive area can be avoided, and the parcel can still be utilized for development. Parcels with environmentally sensitive areas usually require CEQA review of any proposed projects; during the CEQA review process, the project will be redesigned to avoid environmental impacts, and mitigation measures will be proposed to minimize impacts that cannot be avoided. Mono County General Plan policies encourage clustering on large parcels outside community areas in order to preserve habitat and open space and avoid and/or minimize environmental impacts.

## *Economic Constraints*

- a. *Cost of Land.* The price of land can be a barrier to construction for some areas of the County. There is no one average cost per acre for land in Mono County because the demand for land and shares of land use designations vary greatly. For example, the average cost per acre in June Lake is over \$600,000 while the price per acre in the agriculture-driven Antelope Valley is less than \$25,000 per square foot. Costs for vacant land may also vary depending on whether community utilities are available to the site and whether infrastructure (access roads, utility lines) is installed on site.
- b. *Cost of Construction.* Construction costs are estimated to range from \$200 to \$300 per square foot for single-family residential construction in the unincorporated area of Mono County. These costs include land, fees, materials, labor and financing. Due to the wide range of land costs, fees and development requirements throughout the county, it is very difficult to estimate a "typical" total development cost for single-family residential development.

## **Governmental Constraints**

### *Permitted Uses on Residential Land*

Mono County's Land Development Regulations allow for a wide range of residential uses in a variety of land use designations. Measures have been taken to promote affordable options across the County, including the allowance through ministerial review of manufactured homes (outside June Lake) and accessory dwelling units<sup>8</sup> in all land uses intended for single family use.

Residential uses are permitted through one of the following processes:

1. *Permitted outright by ministerial review.* Project only requires building permit.
2. *Director Review.* Project is approved through the discretion of the Planning Director.
3. *Conditional Use Permit.* Project is approved through the discretion of the Planning Commission.

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<sup>8</sup> Mono County General Plan, Chapter 16, Accessory Dwelling Units

A summary of permitted residential uses by land use designation is shown in Table 17 below:

	Single family dwelling	Duplexes, Triplexes	Manufactured home (single unit; excluding June Lake)	Manufactured Housing Subdivision	Condos, Townhomes, Apts (4 or more units)	ADU	Farm Labor Housing/ Trailer Parks	Transitional Housing	Mobile Home Park	RV Park
AG	✓		✓			✓	✓			
C					✓					✓
CLM, CLH	✓	✓		✓	✓			✓	✓	✓
ER	✓		✓	✓		✓		✓	✓	
MFR L	✓	✓	✓		✓			✓	✓	
MFR M	✓	✓			✓			✓		
MFR H	✓	✓		✓	✓			✓	✓	✓
MU	✓	✓	✓	✓	✓			✓	✓	✓
NHP	✓	✓	✓	✓	✓		✓	✓	✓	✓
RR	✓		✓	✓		✓		✓	✓	
RM	✓		✓	✓	✓	✓	✓	✓	✓	
RMH	✓		✓	✓		✓		✓	✓	
SFR	✓		✓	✓	✓	✓	✓	✓	✓	

- ✓ Permitted
- ✓ Director Review
- ✓ Conditional Use Permit

### *Development Standards*

The Mono County General Plan imposes development standards in accordance with California Building Code and safety standards. Standards include setbacks, maximum lot coverage, snow storage, maximum density, and parking requirements. Variances are granted in cases of special circumstance where the requirements of Chapter 33 of the Land Use Element can be met.

<b>Table 18: Setbacks and Lot Coverage by Land Use Designation</b>		
	<b>Setbacks (front, side, rear; in feet)</b>	<b>Max Lot Coverage</b>
<b>AG</b>	Primary: 50, 50, 50; Accessory: 50, 30, 30	40%
<b>C</b>	10, 5, 0	70% (60% for Res.)
<b>CLM, CLH</b>	10, 5, 0	60%
<b>ER &lt; 1 acre</b>	20, 10, 10	40%
<b>ER &gt; 1 acre</b>	50, 30, 30	40%
<b>MFR L &lt; 1 acre</b>	20, 10, 10	40%
<b>MFR L &gt; 1 acre</b>	30, 30, 30	40%
<b>MFR M &lt; 1 acre</b>	20, 10, 10	60%
<b>MFR M &gt; 1 acre</b>	30, 30, 30	60%
<b>MFR H &lt; 1 acre</b>	20, 10, 10	60%
<b>MFR H &gt; 1 acre</b>	30, 30, 30	60%
<b>MU &lt; 1 acre</b>	10, 5, 0	60-70%
<b>MU &gt; 1 acre</b>	30, 30, 30	60-70%
<b>NHP</b>	30, 30, 30	10% structures; 5% access
<b>RR</b>	50, 30, 30	40%
<b>RM</b>	50, 30, 30	5%
<b>RMH &lt; 1 acre</b>	20, 10, 10	40%
<b>RMH &gt; 1 acre</b>	30, 30, 30	40%
<b>SFR &lt; 1 acre</b>	20, 10, 10	40%
<b>SFR &gt; 1 acre</b>	30, 30, 30	40%

### *Land Use Requirements Imposed by Other Agencies*

A number of other agencies impose land use controls that affect development in Mono County. These regulations may constrain development by affecting the location and/or cost of development.

Southern California Edison (SCE) has 115 kv transmission power lines that run through portions of Crowley Lake, June Lake, and Lee Vining. Development is prohibited within a 70-foot easement under the power lines. SCE works directly with the developer or builder to resolve potential conflicts.

The Lahontan Regional Water Quality Control Board (RWQCB) regulates the placement of septic systems through the Basin Plan. Recent changes in the RWQCB's water quality regulations have set a maximum of two dwelling units per acre in areas that have community water systems, but which require individual septic systems. As a result, the minimum lot size in such situations is slightly over 20,000 square feet. The minimum lot size when both individual septic and water systems are required is 40,000 square feet. In some areas in the county where individual lots are 7,500 square feet or smaller, these requirements essentially make it necessary to have more than one lot to build a house. Densities over one dwelling unit per acre are dependent on the availability of community water and sewer services. As a result, the maximum allowable buildout is unlikely to occur on parcels with designations that allow multifamily residential development without community water and sewer services.

The U.S. Army Corps of Engineers regulates development in wetland areas. All development in wetland areas will be reviewed by the Corps and may require a permit. Wetland areas occur throughout the unincorporated area, both within and outside community areas.

The California Department of Fish and Wildlife (CDFW) reviews development proposals in Mono County, including subdivisions and land divisions, and may require changes to the project or conditions of approval if the project will affect wildlife resources. For projects that will affect streams, the CDFW requires a Stream Alteration Permit. The CDFW imposes a fee for review of environmental documents (Negative Declarations or EIRs) unless County decision-makers determine that the project will have a de minimis effect on wildlife or wildlife habitat.

### **Codes and Enforcement**

The Mono County Building Division currently enforces the following codes:

- a. 2019 California Administrative Code
- b. 2019 California Building Code
- c. 2019 California Electrical Code
- d. 2019 California Mechanical Code
- e. 2019 California Plumbing Code
- f. 2019 California Energy Code
- g. 2019 California Historical Building Code
- h. 2016 California Fire Code
- i. 2019 California Referenced Standards Code
- j. 2019 California Residential Code
- k. 2019 Green Building Code

Development must also comply with seismic, wind, soils, energy conservation, and sound transmission control standards, which have been established on a countywide basis. Snow-load requirements vary depending on the area; they range from 119 pounds per square foot in June Lake to 38 pounds per square foot in Chalfant Valley.

<b>GROUND SNOW LOAD <math>p_g</math> PSF - ROOF SNOW LOAD <math>p_f</math> CONVERSION TABLE</b>			
<b>HIGH DESERT LOCATIONS</b>	<b>ELEVATION</b>	<b>GROUND SNOW LOAD <math>p_g</math> (psf)</b>	<b>FLAT ROOF SNOW LOAD <math>p_f = (.7)(0.9^* \text{ or } 1.0=C_e)(1.1=C_t)(1.0=I)p_g</math> = (psf)</b>
Chalfant Valley*	4,200 ft	55 psf	<b>38 psf</b>
Hammil Valley*	4,500 ft	55 psf	<b>38 psf</b>
Paradise*	5,000 ft	55 psf	<b>38 psf</b>
Topaz*	5,000 ft	55 psf	<b>38 psf</b>
Coleville*	5,100 ft	55 psf	<b>38 psf</b>
Benton*	5,400 ft	55 psf	<b>38 psf</b>
Walker*	5,400 ft	55 psf	<b>38 psf</b>
Bridgeport	6,470 ft	65 psf	<b>50 psf</b>
Mono City	6,899 ft	75 psf	<b>58 psf</b>
Long Valley (east of US 395)	7,000 ft	80 psf	<b>62 psf</b>
Tom's Place	7,000 ft	80 psf	<b>62 psf</b>
<b>MOUNTAIN AREA LOCATIONS</b>	<b>ELEVATION</b>	<b>GROUND SNOW LOAD <math>p_g</math> (psf)</b>	<b>FLAT ROOF SNOW LOAD <math>p_f = (.7)(1.0=C_e)(1.1=C_t)(1.0=I)p_g</math> = (psf)</b>
Swall Meadows	6,400	100 psf	<b>77 psf</b>
Sonora Junction	6,500	155 psf	<b>119 psf</b>
Rancheria Estates	6,600	105 psf	<b>81 psf</b>
Pickel Meadow	6,800	155 psf	<b>119 psf</b>
Lee Vining	6,800	120 psf	<b>92 psf</b>
Long Valley (west of US 395)	7,000	125 psf	<b>96 psf</b>
Lundy Lake (lower)	7,000	150 psf	<b>116 psf</b>
Crowley Lake	7,000	125 psf	<b>96 psf</b>
Bald Mountain/Arcularius	7,100	150 psf	<b>116 psf</b>
Twin Lakes	7,200	140 psf	<b>109 psf</b>
Devil's Gate	7,400	155 psf	<b>119 psf</b>
Crestview	7,500	150 psf	<b>116 psf</b>
Swauger Creek	7,500	150 psf	<b>116 psf</b>
Convict Lake	7,580	155 psf	<b>119 psf</b>
June Lake	7,600	155 psf	<b>119 psf</b>
Lundy Lake (upper)	8,000	285 psf	<b>220 psf</b>
Virginia Lakes	9,600	285 psf	<b>220 psf</b>

*Snow Load Standards*

The County has an ongoing code compliance program to ensure compliance with the County Code, including the Mono County Land Development Regulations, and the codes enforced by the Building Division. The enforcement of these regulations is necessary to protect the public health and safety and to provide structurally safe, energy efficient, soundproof housing. The Compliance Division program is intended to ensure compliance with existing applicable codes; as such, it does not create a constraint to development.

The Building Division inspects development during the construction process. Appointments are scheduled, and inspections occur generally within 24 hours. Since Mono County is a small County, the inspectors are able to communicate with contractors and owner-builders before and during the construction process concerning code requirements. Building inspections are conducted in a timely manner and are not a constraint to development.



## **Fees and Exactions**

Fees are intended to cover the actual cost of services rendered. While they increase the cost of housing, they are not a constraint to development. The County has streamlined its permit processing in order to expedite the development process and minimize the fees involved in a project.

Total fees for a typical single-family and multifamily development will vary depending on the location of the project. Fire departments and school districts throughout the county charge different impact fees for development. Fees for an encroachment permit will vary depending on whether the property abuts a County road or a state highway. In addition, fees for sewer and water services will vary depending on whether the project is located in an area served by community sewer and water systems or whether it will require an individual well permit and septic system permit. Permit fees for septic systems vary depending on the type of system required.

Estimated initial fees for a typical 2,000-square foot single-family residence are shown below. Typical fees for a multifamily residential unit will be approximately 75% of the cost for a single-family residential unit.

### Estimated Total Fees for a Typical Single-Family Residence

Assumptions: 2,000 square feet of habitable space in Chalfant; 400 square feet of garage; 100 square feet of uncovered deck. The unit requires an individual well permit and septic system permit. The unit encroaches on a County road.

Building permit fees	\$4,267.91
Planning plan check	\$250.00
Fire District (Chalfant)	\$1,991.00
School District (Eastern Sierra)	\$3,120.00
Encroachment Permit	\$800.00
Well Permit	\$644.00
Septic Permit	\$644.00
Total Fees	\$11,716.91

### ***Processing***

Table 18 shows typical processing times for various permit procedures. Individual single-family residential development that requires only a building permit or a Director Review permit takes four to six weeks, assuming a complete submittal and responsive applicant. Larger projects, such as subdivisions, take longer, depending on the level of CEQA review required, the responsiveness of project proponents, community controversy, and whether the project requires permits from other state or federal agencies.

All development projects are first reviewed by staff. Projects requiring discretionary approval from the Planning Commission or the Board of Supervisors are first processed by staff and then presented to the appropriate entity for approval. Projects are reviewed for their compliance with the Mono County General Plan, the Mono County Code, and applicable state and federal laws.

The standards of decision making are well established and not burdensome. In issuing a ministerial Director Review permit, the director must find that all of the following are true (Mono County Land Development Regulations, Chapter 31):

- A. All applicable provisions of Land Use Designations and Land Development Regulations are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features.
- B. The site for the proposed use relates to streets and highways adequate in width and type to carry the quantity and kind of traffic generated by the proposed use.
- C. The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.
- D. The proposed use is consistent with the map and text of this General Plan and any applicable area plan.
- E. That the improvements as indicated on the development plan are consistent with all adopted standards and policies as set forth in the Land Development Regulations, this General Plan and any applicable area plan.
- F. That the project is exempt from CEQA.

Use permits may be granted by the Planning Commission only when all of the following findings can be made in the affirmative (Mono County Land Development Regulations, Chapter 32):

- A. All applicable provisions of the Land Use Designations and Land Development Regulations are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features.
- B. The site for the proposed use relates to streets and highways adequate in width and type to carry the quantity and kind of traffic generated by the proposed use.
- C. The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.
- D. The proposed use is consistent with the map and text of this General Plan and any applicable area plan.

**Table 19: Processing Times and Rates**

Type of Permit	Deposit	Estimated Staff Hours to Process	Processing Rate
Appeal	\$495	10	\$99/hr
Building Permit Plan Check: small	\$ 99	1	\$99/hr
Building Permit Plan Check: large	\$250	2.5	\$99/hr
Categorical Exemption	\$ 99	1	\$99/hr
Certificate of Compliance	\$495	15	\$99/hr
Commission Interpretation	\$495	10	\$99/hr
Design Review (discretionary permit)	\$495	1	\$99/hr
Director Review	\$495	8	\$99/hr
Environmental Impact Report	\$495	200	\$99/hr
General Plan Amendment	\$495	30	\$99/hr
Groundwater Transfer/Extraction	\$495	18	\$99/hr
Home Occupation, expanded	\$495	25	\$99/hr
Hydrological Studies	\$495	5	\$99/hr
Lot Line Adjustment	\$495	10	\$99/hr
Lot Merger	\$495	8	\$99/hr
Map Extension	\$495	10	\$99/hr
Mining Operations Permit	\$495	30	\$99/hr
Negative Declaration	\$495	75	\$99/hr
Prior Environmental (15183)	\$495	20	\$99/hr
Parcel Map: Tentative	\$495	53	\$99/hr
Modification	\$495	33	\$99/hr
Reclamation Plan	\$495	30	\$99/hr
Specific Plan	\$495	100	\$99/hr
Time Shares	\$495	18	\$99/hr
Tract Map: Tentative	\$495	68	\$99/hr
Modification	\$495	39	\$99/hr
Use Permit	\$495	30	\$99/hr
Use Permit Modification	\$495	15	\$99/hr
Variance	\$495	20	\$99/hr

## SECTION 3 | Progress Report for 2014 Goals

As part of the housing element update, Mono County is required to provide a progress report for programs from the previous update. Under each program, a description of progress and a determination on whether the program is continued, adjusted, or eliminated for the upcoming cycle is given. Programs and policies are presented in the order documented by the 2014 Update.

### a. PROVISION OF ADEQUATE SITES

- Goal Plan for adequate sites and facilities to support future housing needs.
- Policy 1 Facilitate the provision of housing in unincorporated communities to meet local housing demand.
- Policy 2 Ensure that adequate infrastructure exists or will be provided to support future housing development.
- Policy 3 Identify potential housing sites, including seasonal housing units on public lands, agency employee housing (USFS, BLM, Caltrans, LADWP and Mono County), and under-utilized sites.
- Policy 4 Seek adequate sites for housing in Mono County and the Eastern Sierra through coordination with other public agencies (i.e., Town of Mammoth Lakes, Inyo County, USFS, BLM, Caltrans, LADWP, DFG, State Parks and Marine Corps), private concerns, nonprofit entities and tribal governments.
- Policy 5 Plan for adequate sites and facilities to be available for housing all segments of the population, including the homeless; citizens in need of short-term emergency shelter housing (e.g., victims of natural hazard occurrences or accidents and temporarily homeless); and seasonal workers, including farm workers and ski industry workers.
- Policy 6 Utilize a Regional Housing Authority or similar entity to develop, implement and manage housing programs in Mono County and the Eastern Sierra.
- Policy 7 Consistent with the Land Use Element designate adequate sites for a variety of residential development in each community to help establish self-sufficient communities that balance job locations with housing; i.e., develop a sufficient year-round residential population in communities to support local schools, commercial services, and other services.

**Program 1:1 Through the CPT Land Tenure Subcommittee, maintain the Land Tenure master plan and Pursue land exchanges of existing seasonal housing units on public lands into private ownership so those units may become available for local year-round housing**

Responsible Agencies: CDD, Private Land Owners, USFS

Timeframe: Ongoing

**Progress:** The CPT Land Tenure Subcommittee continues to meet, but not on a regular, scheduled basis. Transactions are driven by the private landowner. The County acts solely as a facilitator.

**Adjustments:** Program will continue.

**Program 1:2 Inventory existing and/or potential agency housing areas (Mono County, Town of Mammoth Lakes, Southern Mono Hospital District, Mammoth Unified School District, USFS, BLM, Caltrans, LADWP, etc.) and work with agencies to assess where additional housing might be made available.**

Responsible Agencies: CDD and all Land Tenure subcommittee partner agencies.

Timeframe: 2014, 2019

**Progress:** Inventory of agency housing areas completed as part of the 2014 and 2019 Housing Element updates.

**Adjustments:** Program will continue.

**Program 1:3 Work with public agencies (USFS, BLM, Caltrans, LADWP, etc.) to consolidate services and land uses (e.g., road shops) in order to free up land for housing, particularly affordable housing. Consistent with land use policies, encourage agencies to locate their housing within or adjacent to existing communities to facilitate sustainable community growth. Work to incorporate such policies into agency planning documents.**

Responsible Agencies: CDD and all Land Tenure subcommittee partner agencies.

Timeframe: Ongoing

**Progress:** Provided comments on agency planning documents to ensure inclusion of consistent housing policies, including the encouragement of development adjacent to existing communities.

**Adjustments:** County does not plan to work with public agencies to consolidate services and free up land but will continue to provide comment on agency documents to promote land use policies and facilitate sustainable growth.

**Program 1:4 Examine the inventory of County-owned land for potential housing sites (e.g., road shop sites, Conway Ranch, Sheriff Substation, etc.).**

Responsible Agencies: CDD, Housing Authority

Timeframe: 2014 - Ongoing

**Progress:** Conway Ranch plan repealed, Sheriff Substation has issues associated with water quality, and road shop sites have challenges related to utility capacity.

**Adjustments:** County will continue to evaluate inventory on a periodic basis.

**Program 1:5 Study the possibility of acquiring/exchanging public lands surrounding existing community areas for community expansion purposes and/or related**

**infrastructure development, particularly in those areas designated in the Land Use Element for community expansion. Based on the results of these studies, take necessary actions to promote the exchange of lands and encourage the development of a variety of housing types, including multifamily for lower-income households in the acquisition/exchange of public lands.**

Responsible Agencies: CDD, BLM, USFS, LADWP

Timeframe: 2014-2019

**Progress:** County has studied opportunities for exchanging public lands for community expansion, but potential opportunities are not feasible due to several factors including natural hazards and land ownership circumstances. The County is focused on promoting housing within existing community sites.

**Adjustments:** Program will be continued as part of CPT Land Tenure subcommittee.

**Program 1:6 Implement policies in the Land Use Element pertaining to the provision of services and the coordination of development with service capability. Work with local service providers (public utility districts, fire protection districts, gas/electric power providers, telephone/communications systems providers, etc.) to ensure that adequate services are or will be available for housing development.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** The Community Development Department requires a will-serve letter from local service providers for relevant projects and coordinates with providers through various processes, including Use Permits and Environmental Review documents.

**Adjustments:** Program will continue.

**Program 1:7 Encourage and assist special districts and private service providers (mutual water companies etc.) to secure grants to improve and expand sewer and water capabilities and fire protection services. The County's participation will entail aiding districts in the preparation of grant applications and in compliance with environmental requirements.**

Responsible Agencies: CDD, LAFCO

Timeframe: 2014-Ongoing

**Progress:** County sends and supports grant opportunities as they are available. Examples include Cal Fire grant, the Community Planning Assistance for Wildfire (CPAW) grant, and funding opportunities with Integrated Regional Water Management.

**Adjustments:** Program will continue.

**Program 1:8 The County has identified its community centers as emergency. Monitor the need for permanent emergency shelters. Apply for emergency housing funds available from the Department of Housing and Community Development or other state or federal agencies when it is determined that there is an unmet need for emergency housing.**

Responsible Agencies: CDD, PW (Facilities)  
Timeframe: Ongoing

**Progress:** Identified shelters were successfully used during the Round Fire in 2015. Temporary housing needs were absorbed by the communities. The County will continue to use identified shelters during times of emergency.

**Adjustments:** Program will continue.

**Program 1:9 Ensure that the county's Multi-Hazard Functional Plan, prepared by the county's Office of Emergency Services, remains up to date. The Multi-Hazard Functional Plan contains policies and procedures for housing victims of natural hazards or accidents.**

Responsible Agencies: Office of Emergency Services  
Timeframe: Updated periodically

**Progress:** Adoption of the 2019 Multi-Jurisdictional Hazard Mitigation Plan (June 2019).

**Adjustments:** The Multi-Jurisdictional Hazard Mitigation Plan does not include policies for housing victims of natural hazards. The plan will continue to be updated as needed.

**Program 1:10 Continue to provide short-term housing for homeless persons and to monitor the need to increase services for homeless persons, including short term housing for victims of domestic violence.**

Responsible Agencies: IMACA, Social Services, Wild Iris  
Timeframe: Ongoing

**Progress:** Monitoring occurs through Social Services.

**Adjustments:** Program will continue.

**Program 1:11 Implement housing policies contained in area plans, such as the workforce housing and density bonus policies of the June Lake Area Plan.**

Responsible Agencies: CDD  
Timeframe: Ongoing

**Progress:** County implements housing policies relevant to each community's area plan. No projects have triggered workforce housing and density bonus policies in the most recent cycle.

**Adjustments:** Program will continue.

**Program 1:12 Consistent with the Land Use Element, continue to require specific plans for large-scale development within community expansion areas. Specific plans allow for a variety of development and can streamline the development process.**

Responsible Agencies: CDD  
Timeframe: Ongoing

**Progress:** No new specific plans have been adopted since 2014. White Mountain Estates provides an example of units being successfully built on an enacted specific

plan. The Tioga Inn specific plan is undergoing an amendment to allow for increased residential use is and anticipated within the next cycle.

**Adjustments:** Program will continue.

**Program 1:13 In conformance with state law, continue to permit manufactured housing on all parcels designated for conventional single-family residences.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Manufactured housing has been permitted on parcels designated for conventional single-family residences, including relaxed design standards (i.e. minimum width) subject to approval from local Regional Planning Advisory Committees.

**Adjustments:** Program will continue.

**Program 1:14 Continue to permit mobile-home parks on all land planned and designated for residential land use, in conformance with state law. This also applies to mobile-home developments intended for sale as mobile-home condos or cooperative parks, or as mobile-home planned unit developments.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No mobile-home developments were proposed in the County during the most recent cycle.

**Adjustments:** Program will continue.

**Program 1:15 Continue to implement the land development regulations regarding Manufactured Housing Subdivisions. These regulations provide for a higher density of single-family development and a relaxation of development standards.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No manufactured housing subdivisions in the County during the most recent cycle.

**Adjustments:** Program will continue.

**Program 1:16 Support a balance of jobs and housing in Mono County communities and the associated reduction in resident commute times by facilitating community job growth through economic development programs. Pursue grant funding for economic development projects that grow jobs and healthy communities capable of supporting more resident housing.**

Responsible Agencies: ED, CDD, Housing Authority

Timeframe: Ongoing

**Progress:** The County established an economic development website, and approved cannabis and clarified short-term rental policies which may help diversify business. The County has also participated in Main Street planning processes for the communities of Bridgeport and Lee Vining in order to support business in commercial cores.



**Adjustments:** Program will continue.

**Program 1:17 Implement provisions in the General Plan and Subdivision Ordinance that permit smaller minimum lot sizes where consistent with area plans and available infrastructure.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Smaller minimum lot sizes are permitted through lot splits and subdivision applications when consistent with the community's area plan. Infrastructure is often a limiting factor in creating smaller lots and higher density.

**Adjustments:** Program will continue.

**Program 1:18 Re-examine residential limitations in area plans where new sewer, water or other infrastructure requirements, such as fire-flow requirements, allow for greater single-family densities. Consider amending the General Plan and area plans to allow for higher single-family densities in these areas.**

Responsible Agencies: CDD, LAFCO

Timeframe: Ongoing

**Progress:** Infrastructure limitations prevent greater single-family densities.

**Adjustments:** Continue to re-visit limitations as updates in infrastructure occur.

**Program 1:19 Continue to allow for mixed-use development as a method of increasing the land base available for housing.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No mixed-use projects during most recent cycle.

**Adjustments:** Program will continue.

**Program 1:20 Continue to allow for residential development in the commercial land use designation to more efficiently and economically utilize the county's limited land base for housing.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Residential development permitted on commercial land uses during most recent cycle with building permit.

**Adjustments:** Program will continue.

**Program 1:21 Consider amending the General Plan and subdivision ordinance to allow for greater flexibility in subdivision design to encourage clustering, zero lot line and common-wall developments, and other residential design strategies that allow for development at the gross allowable density while preserving sensitive site features.**

Responsible Agencies: CDD, PW

Timeframe: Ongoing

**Progress:** Projects approved with reduction in standards when building code can be met. Clustering has been used as a strategy for agriculture preservation in Antelope Valley.

**Adjustments:** Program will continue.

**Program 1:22 Examine the potential of allowing additional densities in existing specific plan areas within or adjacent to communities to better utilize available infrastructure and limited private land base.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Site analysis contained within the Housing Element identifies specific targeted parcels appropriate for expansion or creation of higher density. The Tioga Inn Specific Plan is in the process of being amended to create higher density potential.

**Adjustments:** Continue to evaluate opportunities for higher density and possible expansion of specific plans.

**Program 1:23 Consider establishing minimum allowable densities (in addition to retaining maximum density restrictions) in appropriate community areas to encourage resident housing.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No projects have been proposed where establishing minimum allowable densities is appropriate. Infrastructure is typically the limiting factor.

**Adjustments:** Continue to consider implementation of minimum densities when feasible.

**Program 1:24 Continue development credit programs in agricultural valleys such as Bridgeport and Hammil that promote the retention of large agricultural parcels for farming purposes by requiring clustered residential development on smaller parcels.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No projects have utilized development credit program in most recent cycle.

**Adjustments:** Program will continue.

**Program 1:25 Develop and implement a web-based program to connect second-home owners with those needing seasonal housing and consider methods of encouraging second-home owners to make vacation units available for resident use or seasonal employee housing.**

Responsible Agencies: CDD, IT

Timeframe: 2014-Ongoing

**Progress:** Community Development has updated regulations to clarify the intent and requirements for second-home owners seeking to rent their residence.

**Adjustments:** The County will continue to explore a web-based program.

**Program 1:26 Continue to utilize the Director Review permit process (ministerial permit process) to allow multifamily in multifamily designations and designations such as MFR-M.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No such projects during the most recent cycle.

**Adjustments:** Program will continue

**Program 1:27 In compliance with Government Code Section 65583(a)(4), allow emergency shelters in at least one land use designation without a use permit or other discretionary permit. Amend the General Plan Land Use Element to a) include a definition of Emergency Shelter; b) allow emergency shelters outright in the multi-family land designations (such as MFR); and c) stipulate that emergency shelters will only be subject to the same development and management standards that apply to other allowed uses with these designations.**

Responsible Agencies: CDD

Timeframe: 2014-2019

**Progress:** General Plan has not yet been amended to reflect the proposed changes of program 1.27.

**Adjustments:** Re-visit program during upcoming housing element cycle.

## **b. HOUSING FOR LOW AND MODERATE INCOMES**

Goal Consistent with state requirements, pursue creative, economical and sustainable ways to house low- and moderate-income groups.

Policy 1 Facilitate the provision of affordable housing to meet the needs of all economic segments and special housing groups.

Policy 2 Plan for a sufficient number of affordable/employee housing units, including affordable family sized units to meet resident needs in each community.

Policy 3 Increase the housing stock to provide for affordable/employee housing units by promoting the use of existing recreational second-home units for permanent residents.

Policy 4 Promote a jobs/housing balance by awarding residents employed in their community preferential access to community housing programs, such housing purchases or rentals in that community.

Policy 5 Require new development projects to provide their fair share of affordable housing units – an amount sufficient to accommodate the affordable housing demand created by the development project. Refine and continue use of inclusionary housing requirements to reflect a fair share contribution of units, in-lieu fees, land, etc. Coordinate regional housing mitigation and fee impact programs with those of the Town of Mammoth Lakes.

- Policy 6 Pursue a variety of techniques, such as equity sharing, deed restrictions, and public or nonprofit ownership of affordable housing units in order to maintain the affordability of those units.
- Policy 7 Develop a range of approaches to affordable housing that address rental units, home ownership and alternative approaches to affordable housing, such as:
- a threshold fund that provides zero interest security deposit loans for tenants;
  - apartments for fixed-income seniors;
  - a community land trust used to acquire land for housing;
  - sweat-equity programs that enable first-time buyers to contribute their time/labor toward the purchase of a home;
  - co-housing for income qualified buyers;
  - deed restrictions;
  - energy efficient designs; and
  - "share a house" programs designed to ease the burden of housing costs for residents, including seniors and disabled.
- Policy 8 Work to develop a variety of affordable housing unit types within community areas.
- Policy 9 Based upon state regional housing need allocations, assign proportionate housing targets to unincorporated communities. Assist each community in meeting these targets and providing for its fair share of the unincorporated housing need.

**Program 2:1 The Board of Supervisors shall award density bonuses for projects incorporating affordable housing consistent with the Mono County Housing Mitigation Requirements (Chapter 15.40, Mono County Code). Consider revising and adopted new HMO.**

Responsible Agencies: BOS, CDD

Timeframe: Ongoing

**Progress:** The Housing Mitigation Ordinance (HMO) was suspended for the entirety of the cycle.

**Adjustments:** Consider revising and adopting a new HMO. Award density bonuses when consistent with state law.

**Program 2:2 The Board of Supervisors may reduce or waive development processing fees for qualifying affordable housing projects in order to facilitate processing. County staff will identify other agencies/districts with fees related to residential construction and will determine if those agencies waive or reduce fees for extremely low, low- and moderate-income housing units. Staff will then work with applicable agencies to promote a reduction or waiving of fees for extremely low, low- and moderate-income housing projects.**

Responsible Agencies: BOS, CDD

Timeframe: Ongoing

**Progress:** No qualifying projects during the cycle.

**Adjustments:** Fee waivers and reductions for qualifying projects will continue to be analyzed.

**Program 2:3 Continue to allow secondary housing units in single-family residential areas as provided by state law and Chapter 16 of the Mono County Land Development Regulations.**

Responsible Agencies: CDD

Timeframe: Ongoing.

**Progress:** Nine accessory dwelling units were permitted and built during the cycle.

**Adjustments:** Continue the program. Secondary housing units now referred to as accessory dwelling units (ADUs).

**Program 2:4 The County shall not impose requirements for housing construction that increase housing costs other than those mandated by state law or those determined necessary to protect the health, welfare and safety of the residents of the county.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No new requirements imposed during cycle that increase housing costs.

**Adjustments:** Program will continue.

**Program 2:5 Maintain up-to-date information on federal and state housing-related programs and funding opportunities.**

Responsible Agencies: Housing Authority, MLH, IT

Timeframe: Ongoing

**Progress:** Website maintained with housing programs and funding opportunities.

**Adjustments:** Make more frequent updates to the database.

**Program 2:6 The Mono County Housing Authority, in cooperation with local social service agencies including IMACA and Mammoth Lakes Housing, Inc., shall participate in and coordinate housing programs designed to ease the burden of housing costs for residents, including seniors and disabled, including persons with developmental disabilities.**

Responsible Agencies: Housing Authority, MLH, IMACA

Timeframe: Ongoing

**Progress:** Successful housing programs include the rehabilitation grant, revolving loan fund, and first-time homebuyer loan.

**Adjustments:** Rehabilitation grant is not funded for the next cycle. Other programs will continue.

**Program 2:7 During the permit review process, encourage housing designs and site plans that capitalize on solar heating and cooling advantages to reduce utility costs.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Projects evaluated through plan check review of Title 24.

**Adjustments:** Program will continue.

**Program 2:8** Consider allowing an increase in density for those projects built for rental purposes in exchange for an agreement to retain rental units at an affordable price in perpetuity.

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No projects during the cycle.

**Adjustments:** Program will continue.

**Program 2:9** Development projects and building permits shall comply with the Mono County Housing Requirements (Mono County Code 15.40), which requires development projects to include extremely low, low- and moderate-income housing. The continued affordability of these units shall be assured through enforceable documents/deed restrictions that flow with the sale or ownership transference of the property. Smaller projects shall contribute their fair share via in-lieu housing mitigation fees or other comparable mechanisms. The majority of housing units required by this program must be appropriate for families; i.e., not dormitory-style units, and must be reserved for families/households employed in the local economy.

Responsible Agencies: CDD

Timeframe: Ongoing, HMO suspended

**Progress:** HMO is suspended. If a project has a significant employee impact, adequate housing must be provided, as per General Plan Policy 1.D.4. No projects during the cycle had significant employee generation.

**Adjustments:** Program 2:9 will be combined with Program 2:10, and re-worded to reflect Policy 1.D.4 rather than the suspended HMO.

**Program 2:10** Implement housing impact fees and other applicable mitigation strategies based on recommendations from fee impact studies that document the fair share impact of new development on the limited housing supply. Coordinate regional housing mitigation and fee impact programs with those of the Town of Mammoth Lakes.

Responsible Agencies: CDD, Housing Authority

Timeframe: Dependent on HMO

**Progress:** HMO is suspended.

**Adjustments:** Program will continue if HMO is re-adopted. Program 2:10 will be combined with Program 2:9.

**Program 2:12** Through collaboration with a regional housing authority or similar entity, develop a range of extremely low, low and moderate income housing programs that address rental units, home ownership and alternative approaches to affordable housing, such as:

- a threshold fund that provides zero interest security deposit loans for tenants;

- apartments for fixed-income seniors;
- a community land trust used to acquire land for housing;
- sweat-equity programs that enable first-time buyers to contribute their time/labor toward the purchase of a home;
- co-housing for income qualified buyers;
- deed restrictions; and
- energy-efficient designs and prescriptive designs.

Responsible Agencies:

Timeframe: Ongoing

**Progress:** There is no regional housing authority. Successful relevant programs include first time homebuyer loan, revolving loan fund, and potential deed restrictions.

**Adjustments:** First time homebuyer loan, revolving loan fund, and deed restrictions will continue as available programs. Other approaches listed in Program 2:12 will be eliminated.

**Program 2:13** The County will meet with developers and encourage the development of housing for extremely low, low and moderate income households. The County will maintain an inventory of suitable sites, conduct preapplication meetings to facilitate development, provide technical assistance, support appropriate funding applications and offer regulatory incentives and concessions to contribute to the feasibility of development of housing for extremely low, low and moderate income households. The inventory of suitable sites will utilize a variety of factors to determine site suitability, including current and projected population figures, economic conditions, transportation systems, the potential for rehabilitation, and the availability of utilities and infrastructure.

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** County offers pre-application meetings for all development applications. The Land Development Technical Advisory Committee meets regularly and provides a forum for developers to discuss their project with multiple departments concurrently.

**Adjustments:** Program will continue.

**Program 2:14** Review and revise the Housing Mitigation Requirements (Mono County Code, Chapter 15.40) to ensure that they remain effective and equitable in today's housing market.

Responsible Agencies: CDD, Housing Authority

Timeframe: 2015, Ongoing

**Progress:** Reviewed, but BOS did not adopt.

**Adjustments:** Review and revisit adoption.

### c. PROGRAMS TO ADDRESS GOVERNMENTAL CONSTRAINTS

Goal Increase housing opportunities throughout the county, particularly in community areas by limiting governmental constraints on housing development.

Policy 1 Revise the Land Development Regulations of the General Plan to allow for greater flexibility in housing development in communities by substituting performance standards/criteria for rigid development standards where practical.

Policy 2 Revise the county's Subdivision Ordinance to provide greater flexibility in the division of land for a variety of housing types and to ensure consistency with the General Plan.

**Program 3:1 Review and consider revising development standards to provide for greater regulatory flexibility that promotes resident housing development opportunities. Issues and standards to review include, but are not limited to:**

- **parking requirements, particularly in June Lake and older central business districts;**
- **snow storage requirements;**
- **allowing smaller minimum lot sizes where appropriate for affordability;**
- **broader application of the county's Manufactured Housing Subdivision provisions, which allows for lots as small as 4,000 square feet; and**
- **establishing performance criteria as a substitute for some existing inflexible regulations for residential development.**

Responsible Agencies: CDD

Timeframe: 2014-2015

**Progress:** Parking requirements have been reduced, including reducing the required spaces for single family residential in June Lake from three to two and relaxing parking standards for businesses located in identified commercial cores. An amendment to the General Plan in 2019 allows for smaller minimum lot sizes consistent with density standards on multi-family residential parcels. Zero lot line development is available when building code can be met.

**Adjustments:** Program will continue.

**Program 3:2 Consider revising the Land Development Regulations to clarify the use of manufactured housing, including requirements in non-residential land use designations, minimum standards for farm labor housing use, and the ability to propose manufactured housing subdivisions within additional land use designations.**

Responsible Agencies: CDD

Timeframe: 2014

**Progress:** County has not explored program during the cycle.

**Adjustments:** Eliminate program. The County aims to prevent barriers for housing and does not support introducing additional standards for farm labor housing or manufactured homes.

**Program 3:3 Conduct preapplication conferences with project proponents to assist them in understanding permit procedures and to resolve potential application difficulties early in the review process.**

Responsible Agencies: CDD

Timeframe: Ongoing



**Progress:** County offers pre-application meetings for all development applications. The Land Development Technical Advisory Committee meets regularly and provides a forum for developers to discuss their project with multiple departments concurrently.

**Adjustments:** Combine with Program 2:13.

**Program 3:4 Review permit-processing procedures to ensure streamlining of the permit process. Review and revise application packets, as needed, to ensure that they are comprehensive, clear and easy to use.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Permit-processing procedures are reviewed on a continual basis for efficiency, clarity, and comprehensiveness.

**Adjustments:** Program will continue

**Program 3:5 Amend the Land Development Regulations to provide a procedure for handling requests for reasonable accommodations made pursuant to state and federal fair housing laws.**

Responsible Agencies: CDD, BOS

Timeframe: Ongoing

**Progress:** Requests may be accommodated upon compliance with California Building Code.

**Adjustments:** Eliminate program. Separate ordinance deemed unnecessary.

**d. CONSERVATION AND REHABILITATION**

Goal Ensure the supply of safe, decent, sound housing for all residents.

Policy 1 Promote energy conservation in all residential neighborhoods.

Policy 2 Promote public awareness of the need for energy conservation.

Policy 3 Support development of programs and policies that achieve a high level of energy conservation in all new and rehabilitated housing units.

Policy 4 Ensure that housing for all residents is safe and sound.

Policy 5 Maintain the existing affordable housing stock through rehabilitation, replacement and conservation.

**Program 4:1 Continue to implement General Plan policies concerning the use of alternative energy sources (active and passive solar, etc.) in the development, rehabilitation, and replacement of housing units, including enforcement of Title 24 of the California Energy Commission Regulations.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Over \$25,000 in fees were waived for photovoltaic systems during the cycle.

**Adjustments:** Program will continue.

**Program 4:2 Support the continuation of home weatherization programs offered by state agencies, utility companies and other groups.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Information on home weatherization programs is distributed when gathered.

**Adjustments:** Continue the program and actively pursue additional funding sources for home weatherization. Combine Program 4:2 with Program 4:3.

**Program 4:3 Make information available to homeowners and renters regarding weatherization and other programs that may assist in maintaining the affordability of housing units.**

Responsible Agencies: CDD

Timeframe: Ongoing.

**Progress:** Information on home weatherization programs is distributed when gathered.

**Adjustments:** Combine Program 4:3 with Program 4:2.

**Program 4:4 Periodically update the housing conditions survey to identify areas in Mono County that would benefit from rehabilitation.**

Responsible Agencies: CDD (Building Division)

Timeframe: 2017

**Progress:** Survey updated through Housing Needs Assessment in 2017.

**Adjustments:** Update again during next cycle.

**Program 4:5 Continue to participate in the state's Community Development Block Grant (CDBG) program for rehabilitation of owner-occupied housing units. The County's goal is to rehabilitate five units during the planning period. The County will apply annually for CDBG funds.**

Responsible Agencies: CDD, Finance

Timeframe: Ongoing

**Progress:** [Gathering data]

**Adjustments:** Program not funded for upcoming cycle.

**Program 4:6 Provide community education regarding the availability of rehabilitation programs and provide public outreach regarding the availability of rehabilitation programs to low- and very low-income households and other special needs groups in areas identified as needing rehabilitation.**

Responsible Agencies: CDD, Housing Authority

Timeframe: Ongoing

**Progress:** [Gathering data]

**Adjustments:** No rehabilitation programs currently funded for the next cycle.

**Program 4:7 Assist applicants in accessing home rehabilitation loans.**

Responsible Agencies: CDD, Finance

Timeframe: Ongoing

**Progress:** [[Gathering data]

**Adjustments:** Program not funded for upcoming cycle.

**Program 4:8 Consider methods to encourage the private rehabilitation of housing, particularly rental housing.**

Responsible Agencies: CDD (Building Division)

Timeframe: Ongoing

**Progress:** No outreach efforts encouraging rehabilitation of rental housing during the cycle.

**Adjustments:** Consider outreach as rehabilitation programs become available.

**Program 4:9 Consider developing an active rental inspection program to ensure rental housing maintenance. This may require a fee to support inspection services. Careful consideration should be given to the fee structure to avoid increasing the costs of rental housing. Also consider a "self-certification program" for landlords who participate in a maintenance/management training program. Apply for and utilize CDBG funds to ensure affordability will not be affected by maintenance activities.**

Responsible Agencies: CDD (Building Division)

Timeframe: Ongoing

**Progress:** Program was not used during cycle.

**Adjustments:** Eliminate program, based on lack of community support.

**Program 4:10 Encourage the private rehabilitation of housing through enforcement of the property maintenance provisions of the various building codes enforced by the County.**

Responsible Agencies: CDD (Code Enforcement)

Timeframe: Ongoing

Progress:

Adjustments:

[Gathering data]

**Program 4:11 Encourage the rehabilitation of existing units over their demolition where practical through such measures as:**

- **Providing flexibility in administering building code requirements to facilitate the repair, remodel and refurbishment of existing units instead of their demolition;**
- **Developing a user-friendly process for repair, remodel and refurbishment, including handouts;**

- **Providing courtesy walk-through field assistance for owners seeking help in determining if demolition is necessary;**
- **Considering fee reductions and fast-track permit review for qualifying remodels; and**
- **Conducting outreach to communities and development interests regarding programs available for repair, remodel and refurbishment.**

Responsible Agencies: CDD (Building Division)

Timeframe: Ongoing

**Progress:** County supports rehabilitation projects. No demolition of housing units occurred during cycle.

**Adjustments:** County will encourage rehabilitation of units over demolition when practical and feasible.

#### **e. EQUAL HOUSING OPPORTUNITIES**

Goal Promote equal housing opportunities for all persons.

Policy 1 Ensure that information on fair housing laws is easily available.

Policy 2 Ensure that complaints about housing discrimination are addressed promptly and appropriately.

**Program 5:1 Disseminate and maintain fair housing information and education materials throughout the county and ensure public awareness of fair housing laws and processes. Materials will be distributed in a variety of public locations including government centers, libraries, post offices, shopping areas and web-sites.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Community Development provides information on the County website and at the permit counter and distributes information at RPACs.

**Adjustments:** Program will continue.

**Program 5:2 Refer persons with complaints of housing discrimination to appropriate online resources including information/links hosted on the Housing Authority web-site.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No complaints received during cycle.

**Adjustments:** Program will continue.

#### **f. PRESERVING UNITS AT RISK OF CONVERSION TO MARKET RATE USES**

Goal Preserve development reserved for low-income and/or employee housing uses at risk of conversion to market rates.

Policy 1 Ensure that units designated for low-income and/or employee housing uses remain restricted to those uses.

Policy 2 Ensure that units generally considered affordable (i.e., mobile homes) remain as residential uses.

Policy 3 Ensure that units participating in state or federal rental assistance or subsidy programs remain in those programs to retain affordability.

**Program 6:1 Legally restrict units intended for low-income and/or employee housing uses to those uses, report on legal status/policies of agency owned housing units.**

Responsible Agencies: BOS, State/Federal Agencies/CDD

Timeframe: Ongoing

**Progress:** No restricted units added during cycle.

**Adjustments:** County sold units should have deed restriction mechanism.

**Program 6:2 Continue to enforce regulations in the Mono County General Plan concerning the conversion of residential facilities or mobile-home spaces in a mobile-home park to other uses.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No related projects during cycle.

**Adjustments:** Programs will continue.

**Program 6:3 Provide incentives for property owners to participate in state or federally funded rental assistance or subsidy programs. These incentives may include fee reductions, administrative (grant) assistance, and streamlined permit processing for rehabilitations.**

Responsible Agencies: BOS, CDD

Timeframe: Ongoing

**Progress:** No incentives provided during cycle.

**Adjustments:** Continue to explore incentives as they become available.

**Program 6:4 Monitor the conversion of permanent housing or long-term rental housing into transient rentals, particularly within the Transient Rental Overlay Districts.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Conversion of units recorded during short-term rental permitting process.

**Adjustments:** Continue to monitor. Short-term rentals are heavily regulated and rental history (i.e. if rented long-term in the past) is considered during approval process. Remove specific monitoring of Transient Rental Overlay Districts.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2019

**Departments: Finance, CAO**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher

**SUBJECT** FY 2019-2020 Budget Update

**AGENDA DESCRIPTION:**

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

CAO and Finance will update the Board about the FY 2019-2020 budget development and process.

**RECOMMENDED ACTION:**

Receive information and provide direction to staff, if desired.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Janet Dutcher

**PHONE/EMAIL:** 760-932-5494 / jdutcher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Budget Calendar - Detail v2</a>

**History**

Time	Who	Approval
2/28/2019 3:00 PM	County Administrative Office	Yes
2/28/2019 11:16 AM	County Counsel	Yes
3/1/2019 11:01 AM	Finance	Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Stephanie M. Butters  
Assistant Finance Director  
Auditor-Controller

Janet Dutcher, CPA, CGFM  
Director of Finance

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**Date:** March 8, 2019

**To:** Honorable Board of Supervisors

**From:** Janet Dutcher, Finance Director  
Leslie Chapman, County Administrative Officer

**Subject:** FY 2019-2020 Budget Update

**Action Requested:** Receive information and provide direction to staff if desired.

## Discussion:

On February 5, staff discussed next year's budget calendar with your Board. The schedule includes three opportunities for updating you and the public about our budget process. This is the first budget update.

Listed below are critical milestones from the calendar. Of note is no second phase of the budget development this year that extends up to three months into the next fiscal year. The goal is adoption of all ongoing and one-time spending needs by the end of June. This means conservatively estimating the General Fund (GF) carryover balance available for spending to minimize the risk of budgeting greater needs than we have resources.

## Calendar for Mono County Budget

<b>February</b>	<b>Internal rates GF discretionary revenues Non-discretionary spending</b>
<b>By March 1 (delayed 1 week)</b>	<b>Base Budget Development</b>
<b>March 4 – 22 (delayed 1 week)</b>	<b>Departments budget development Submit proposals</b>
<b>March 18 – May 10</b>	<b>Budget meetings with Departments</b>
<b>May 28, 29</b>	<b>Budget Workshop Board, CAO, Finance, Departments</b>
<b>June 18</b>	<b>Public hearing Budget Adoption</b>

The detailed calendar grid includes the following key entries:

- February:** Internal rates, GF discretionary revenues, Non-discretionary spending.
- By March 1 (delayed 1 week):** Base Budget Development.
- March 4 – 22 (delayed 1 week):** Departments budget development, Submit proposals.
- March 18 – May 10:** Budget meetings with Departments.
- May 28, 29:** Budget Workshop, Board, CAO, Finance, Departments.
- June 18:** Public hearing, Budget Adoption.

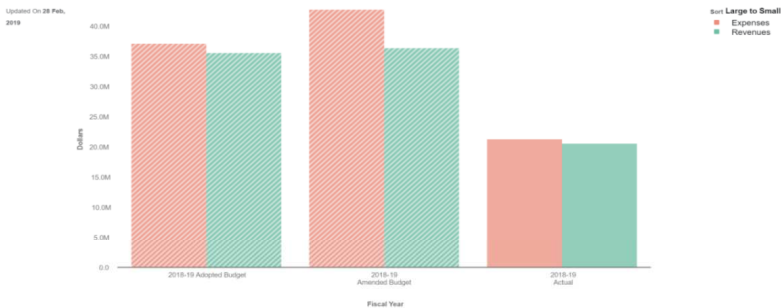
We are in an early but critical stage of next year’s budget cycle. As the first month of the budget process concludes, we are discussing budget policy and strategizing the best pathway forward towards achieving a structurally balanced budget.

# Budget Philosophy

- **Budgets are about making funding decisions that affect future activities**
  - Optimize budgets to drive performance
  - Embed evidence of public value in proposals
  - Stop making incremental changes to budgets to maintain the status quo
  - Start making funding decisions based on priority needs and program effectiveness

We recognize the challenge before us when expenditures far exceed our resources. The fiscal year 2018-19 amended budget for the general fund is deficit by \$6,275,000. We believe this is not sustainable into the future.

4: 2018-19 Mid-Year Budget Review



	2018-19 Adopted Budget	2018-19 Amended Budget	2018-19 Actual
<b>Expand All</b>			
Expenses	\$ 37,206,514	\$ 42,806,800	\$ 21,417,785
Revenues	35,719,965	36,532,031	20,721,434
Taxes	24,323,800	24,704,800	15,569,854
Intergovernmental	3,991,191	4,120,967	2,020,812
Charges for Services	4,313,088	4,614,786	1,500,470
Transfers In	1,641,773	1,641,773	414,756
Fines, Forfeitures & Penalties	810,025	810,025	304,226
Licenses, Permits & Franchises	291,400	291,400	99,401
Interest & Rents	237,378	237,378	198,774
Miscellaneous Revenues	111,200	111,200	15,343
Revenues Less Expenses	\$ -1,486,549	\$ -6,274,769	\$ -696,351

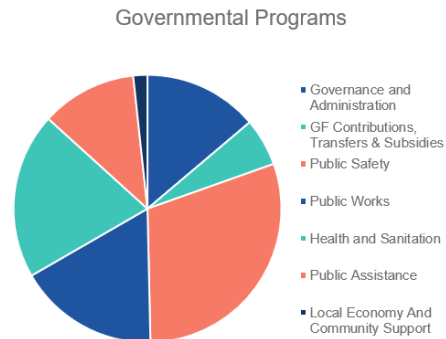
Data derived by Types, GENERAL FUND, No Project and exported on February 28, 2019. Created with OpenGov

Using the OpenGov Budget Builder application, we believe the solution is to strategically formulate a base budget from which Departments will propose their budgets. In terms of balancing the budget, it is organizationally easier to expand the pie chart as resources become available than it is to shrink proposed overall spending we cannot afford.



# Budget Guidelines

- **Goal: Structurally balanced budget in the General Fund and a responsibly balanced budget in the non-General Fund**
- **Challenge:** Expenditures > Revenues
- **Solution:**
  - a) Base budget as a starting point
  - b) Propose against the base budget - justifying funding increases above the base amount
  - c) Provide data to support augmentation request



CAO and Finance continue to review the detailed instructions and information given to departments to guide the formulation of their budget proposals. These will be available for distribution on Monday, March 4.

Department training and budget kick-off was held on Monday, February 25, with 30 department heads and fiscal staff in attendance. Eric Mattson from OpenGov was again on-site to train us on the use of another OpenGov application.

Finance is currently working on:

- Estimating salary and benefits. We are using the Workforce develop application connected and interlinked with OpenGov budget builder. The application calculates salaries and benefit cost amounts using modeling, positions and incumbents. The goal is a higher level of precision in the budget for this significant expense category, along with greater automation and transparency. Factors we consider in our simulation include:
  - Known and anticipated COLAs
  - Next year's PERS contribution rates for current service costs
  - Next year's allocation of PERS unfunded accrued liability payment
  - Scheduled pension obligation bond debt service payments
  - Level of funding for retiree other post-employment benefits
  - Anticipated increase in health care premiums
- Insurance expense allocation to Departments
- A87 charges
- Internal service charges including motor pool, copier and IT

Here is a screenshot of the great visuals we get from the new workforce development application.

<b>Position Name (required)</b> <input type="text" value="DEPUTY SHERIFF II"/>	<b>Position Number</b> <input type="text" value="440-SHF-122-12"/>	<b>Projected Total Cost</b> <b>\$196,365</b> <span>Refresh</span>																																																				
<b>Job Name</b> <input type="text" value="SHERIFF"/>	<b>Job Number</b> <input type="text" value="DSA"/>																																																					
<b>Position Start Date (required)</b> <input type="text" value="7/1/2019"/>	<b>End Date?</b> <input type="checkbox"/> OFF <input checked="" type="checkbox"/> ON																																																					
<b>Class</b> <input type="text" value="54"/>	<b>Grade</b> <input type="text" value="E"/>																																																					
<b>Full Time Equivalency (FTE) (required)</b> <input type="text" value="1"/>																																																						
<b>Standard Hours per Year (required)</b> <input type="text" value="2080"/>	<b>Hourly Base Wage (required)</b> <input type="text" value="41.45"/>																																																					
<b>Account String Details</b>		<table border="1"> <tr> <td><b>Cost Breakdown</b></td> <td></td> </tr> <tr> <td>Salary</td> <td>\$86,216</td> </tr> <tr> <td>Unfunded PERS</td> <td>\$25,601</td> </tr> <tr> <td>PERS</td> <td>\$20,826</td> </tr> <tr> <td>Retiree Health</td> <td>\$17,605</td> </tr> <tr> <td>Education</td> <td>\$13,126</td> </tr> <tr> <td>Health</td> <td>\$11,229</td> </tr> <tr> <td>Holiday Pay</td> <td>\$6,126</td> </tr> <tr> <td>State Unemployment Insurance</td> <td>\$3,301</td> </tr> <tr> <td>401(a)</td> <td>\$3,301</td> </tr> <tr> <td>Bilingual - Safety</td> <td>\$3,271</td> </tr> <tr> <td>Medicare</td> <td>\$1,595</td> </tr> <tr> <td>COLA</td> <td>\$1,293</td> </tr> <tr> <td>Dental</td> <td>\$1,260</td> </tr> <tr> <td>State Disability Insurance</td> <td>\$1,100</td> </tr> <tr> <td>Vision</td> <td>\$403</td> </tr> <tr> <td>EBS Admin Fee</td> <td>\$54</td> </tr> <tr> <td>Life</td> <td>\$34</td> </tr> <tr> <td>Survivors Benefit</td> <td>\$24</td> </tr> <tr> <td>EMS Overtime</td> <td>\$0</td> </tr> <tr> <td>Longevity Pay</td> <td>\$0</td> </tr> <tr> <td>Social Security</td> <td>\$0</td> </tr> <tr> <td>Bilingual - Non Safety</td> <td>\$0</td> </tr> <tr> <td>Cell Phone</td> <td>\$0</td> </tr> <tr> <td>Uniforms</td> <td>\$0</td> </tr> <tr> <td>Pension Obligation Bonds</td> <td>\$0</td> </tr> </table>	<b>Cost Breakdown</b>		Salary	\$86,216	Unfunded PERS	\$25,601	PERS	\$20,826	Retiree Health	\$17,605	Education	\$13,126	Health	\$11,229	Holiday Pay	\$6,126	State Unemployment Insurance	\$3,301	401(a)	\$3,301	Bilingual - Safety	\$3,271	Medicare	\$1,595	COLA	\$1,293	Dental	\$1,260	State Disability Insurance	\$1,100	Vision	\$403	EBS Admin Fee	\$54	Life	\$34	Survivors Benefit	\$24	EMS Overtime	\$0	Longevity Pay	\$0	Social Security	\$0	Bilingual - Non Safety	\$0	Cell Phone	\$0	Uniforms	\$0	Pension Obligation Bonds	\$0
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<b>Funds (required)</b> <input type="text" value="100"/>	<b>Function/Activity (required)</b> <input type="text" value="22"/>																																																					

CAO and Finance continue to strategize about our approach towards budget balancing and setting expectations so departments can formulate budget requests more closely aligned with our objective of structurally balancing the General Fund operating budget.

MONO COUNTY  
BUDGET CALENDAR  
FY 2018-2019

INTERVAL (WEEKS)	BUDGET ACTIVITY	PARTICIPANTS	FY 2019-20 Dates
	CAO and Finance develop budget calendar. Proposed calendar presented to the Board Dates for key milestones are set.	CAO FINANCE BOARD MEMBERS	February 5 BOS mtg
	Strategic workshop with Board members to identify FY 2018-19 strategic directives and funding priorities	CAO FINANCE BOARD MEMBERS	April
	Capital Improvement Projects workshop	BOARD MEMBERS PROJECT REVIEW COMMITTEE	March
3 Weeks	Finance determines: Schedule of assumptions and economic factors GF revenue projections (departments are responsible for non-GF revenues) Schedule of salary and benefit accounts Insurance allocation Cost plan allocation Internal rates for various department charges including motor pool, IT charges and tech refresh, copier pool Set up Department proposals in Budget Builder	FINANCE ISF AND SERVICE DEPARTMENTS HUMAN RESOURCES	February 1 to March 1
once a month during budget development	CAO and Finance update Board about budget development	BOARD MEMBERS CAO FINANCE	May 8 BOS mtg
Before budget system goes live for budget entry	CAO and Finance finalize Beginning assumptions to develop FY 2018-19 base budget Revenue estimates Net cost allocation to GF budget units Import base budget into budget builder	CAO FINANCE	By March 1
Before budget system goes live for budget entry	CAO and Finance review and finalize department budget guidelines, instructions and worksheets. Finance distributes to departments.	CAO FINANCE	By March 1
	Budget system goes live for budget entry. Departments begin to enter budgets.	DEPARTMENTS	March 4
1 Day	Budget training for Department Heads and finance staff (including instructions for using OPENGOV Budget Builder)	CAO FINANCE DEPARTMENT HEADS	February 25
once a month during budget development	CAO and Finance update Board about budget development	BOARD MEMBERS CAO FINANCE	March 19
<del>5 Weeks</del> 3 Weeks	Departments submit budget forms back to Finance and Department budgets are completed	DEPARTMENTS FINANCE	March 22
8 Weeks	CAO and Finance meet with departments to review budget requests	CAO FINANCE DEPARTMENTS	March 18 to May 10
once a month during budget development	CAO and Finance update Board about budget development	BOARD MEMBERS CAO FINANCE	April 16
<del>1 Week</del> 2 Weeks	CAO and Finance develop and finalize Budget Workshop materials	CAO FINANCE	May 13 to 24
<del>3 Days</del> 2 Days	Budget workshop with Board, Departments, CAO and Finance	BOARD MEMBERS CAO FINANCE DEPARTMENTS	May 28, 29 (4th Week of Month)
1 Week	Recommended budget book is assembled and published	CAO FINANCE	June 1 to 7
10 days prior to budget hearings	Publish notice that the budget is available and notice public hearings. Distribute published budget to known participants and post on website (10 day notice). Send to newspaper no later than Wednesday, June 5.	CAO FINANCE CLERK	June 7
	CAO and Finance present the recommended budget to the Board and the public	BOARD MEMBERS CAO FINANCE	June 18 (Mammoth Meeting)
	Open public hearing at Board meeting. Opportunity for public comments concerning recommended budget.	BOARD MEMBERS PUBLIC AND CITIZENS	June 18
	Board of Supervisors considers adoption of recommended budget.	BOARD MEMBERS	June 18



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2019

**Departments: Board of Supervisors**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Chair Peters

**SUBJECT** Power Outage Communications

**AGENDA DESCRIPTION:**

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

A discussion of communication from the local utility companies regarding their power outages.

**RECOMMENDED ACTION:**

Provide any direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<a href="#">Click to download</a>
No Attachments Available

**History**

Time	Who	Approval
2/28/2019 9:14 AM	County Administrative Office	Yes
2/28/2019 11:01 AM	County Counsel	Yes
2/28/2019 11:01 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 8, 2019

**TIME REQUIRED**

**SUBJECT**            Closed Session - Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></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**    March 8, 2019

**TIME REQUIRED**

**SUBJECT**            Closed Session - Initiation of  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Anne Larsen

**PHONE/EMAIL:** 760 924-1707 / alarsen@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
2/27/2019 8:59 AM	County Administrative Office	Yes
2/26/2019 2:25 PM	County Counsel	Yes
2/28/2019 10:47 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 8, 2019

**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. Name of case: Michael Hallum v. County of Mono (CV170088).

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
2/27/2019 9:01 AM	County Administrative Office	Yes
2/26/2019 5:02 PM	County Counsel	Yes
2/28/2019 10:51 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 8, 2019

**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. Name of case: County of Mono v. Amerisourcebergen Drug Corp. Cardinal Health, McKesson Corporation, Purdue Pharma L.P., Purdue Pharma, Inc, The Purdue Frederick Co., Inc. et al., U.S. Dist. Court for Eastern California, Case No. 2:18-cv-00149-MCE-KJN.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
2/27/2019 9:02 AM	County Administrative Office	Yes
2/26/2019 5:02 PM	County Counsel	Yes
2/28/2019 10:52 AM	Finance	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 8, 2019

**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. Name of case: County of Mono, et al. v. City of Los Angeles, et al. (Alameda Superior Court Case No. RG18923377).

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
2/27/2019 9:02 AM	County Administrative Office	Yes
2/26/2019 5:02 PM	County Counsel	Yes
2/28/2019 10:52 AM	Finance	Yes