



# AGENDA

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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.  
Teleconference Only - No Physical Location

### Regular Meeting May 11, 2021

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#### TELECONFERENCE INFORMATION

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

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

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

#### **1. Joining via Zoom**

There is no physical location of the meeting open to the public. You may participate in the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

#### **To join the meeting by computer:**

Visit <https://monocounty.zoom.us/j/94156035858>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 941 5603 5858.

To provide public comment (at appropriate times) during the meeting, press the "**Raise Hand**" button on your screen.

#### **To join the meeting by telephone:**

Dial (669) 900-6833, then enter Webinar ID 941 5603 5858.

To provide public comment (at appropriate times) during the meeting, press \*9 to raise your hand.

#### **2. Viewing the Live Stream**

If you are unable to join the Zoom Webinar of the Board meeting you may still view the live stream of the meeting by visiting [http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a](http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a)

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

**2. RECOGNITIONS**

**A. Retirement Recognition of Rebecca A. Buccowich for Her Years of Service with Mono County**

Departments: CAO

10 minutes

(Robert C. Lawton, CAO) - Proposed resolution of the Mono County Board of Supervisors recognizing Rebecca A. Buccowich for her years of service to Mono County.

**Recommended Action:** Adopt resolution recognizing Rebecca A. Buccowich for her years of service with Mono County.

**Fiscal Impact:** None.

**B. Safety Seat Checkup Proclamation**

Departments: Board of Supervisors, sponsored by Supervisor Gardner

5 minutes

Proclamation declaring May 16-22, 2021 Safety Seat Checkup Week.

**Recommended Action:** Approve proposed proclamation.

**Fiscal Impact:** None.

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

Receive brief oral report on emerging issues and/or activities.

**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 - April 13, 2021**

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on April 13, 2021.

**Recommended Action:** Approve the Board Minutes from the Regular Meeting on April 13, 2021.

**Fiscal Impact:** None.

**B. Letters of Support - CAL FIRE Grants**

Departments: Board of Supervisors, sponsored by Supervisor Corless

Letters in support of CAL FIRE grant applications:

- 1) Inyo National Forest grant application for the Eastern Sierra Climate & Communities Resilience Project (ESCCRP) Phase I Implementation; and
- 2) Proposal "Wildfire Prevention in the Eastern Sierra: Visitor Education and Outreach" submitted by Whitebark Institute

**Recommended Action:** Approve letters as presented or amended, and authorize Board Chair to sign.

**Fiscal Impact:** None.

**C. Public Health Department County Medi-Cal Administrative Activities (CMAA) Contract #21-10014 for FY July 1, 2021 - June 30, 2024**

Departments: Public Health

Funding is available to local governmental agencies through the Department of Health Care Services (DHCS) to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families.

**Recommended Action:** Approve County entry into the County Medi-Cal Administrative Activities (CMAA) Contract #21-10014 and related certifications and authorize the Public Health Fiscal & Administrative Officer to execute said contract on behalf of the County, including minor amendments that may occur in the 3-year contract period of July 1, 2021 -June 30, 2024 with approval as to form by County Counsel.

**Fiscal Impact:** There is no fiscal impact to the County General Fund. The maximum amount of funding that can be drawn down from this agreement to assist DHCS in administration of the Medi-Cal Program is \$275,000.

**6. CORRESPONDENCE RECEIVED**

Direction may be given to staff regarding, and/or the Board may discuss, any item

of correspondence listed on the agenda.

**A. Bridgeport Regional Planning Advisory Committee (RPAC) Request for Action to Change Fishing Regulations on the East Walker River**

A letter from Bridgeport Valley RPAC requesting the Board of Supervisors work with the California Department of Fish and Wildlife to revert regulations on the East Walker River to the regulations that existed immediately prior to March 1, 2021.

**B. Letters re: Conway Ranch Management**

Letters from Laura Cunningham, California Director with Western Watersheds Project, and Ilene Mandelbaum, Lee Vining resident, regarding Conway Ranch Management.

**C. Application for Alcoholic Beverage License - The Basin Cafe**

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Banta Enterprise LLC doing business as The Basin Cafe located at 349 Lee Vining Ave., Lee Vining, CA 93541.

**7. REGULAR AGENDA - MORNING**

**A. Inyo-Mono County Veteran Services Officer Update**

Departments: Veteran Services

10 minutes

(Gordon Greene, Inyo-Mono County Veteran Services Officer) - Receive report from Inyo-Mono County Veteran Services Officer.

**Recommended Action:** Receive report and provide staff direction.

**Fiscal Impact:** None.

**B. Mountain View Fire Update**

Departments: Mountain View Fire Emergency Operations Center

10 minutes

(Justin Nalder, EOC Director) - Update on the Mountain View Fire in Walker, California.

**Recommended Action:** Receive update from Incident Command for the Mountain View Fire and involved staff regarding impacts of the fire, recovery efforts, County response, debris removal and related topics. Provide any desired direction to staff.

**Fiscal Impact:** No impact from this update.

**C. General Fund Long-term Forecast and Scenario Modeling**

Departments: Finance

Item scheduled to start at 10:00 AM (40 minutes - 30 minutes presentation; 10 minutes discussion)

(Russ Branson, Consultant, Janet Dutcher, Finance Director) - Russ Branson, consultant, will present the results of a General Fund long-term fiscal forecast that includes modeling several policy scenarios and demonstrating the effects each has on the County's carryover and existing reserve balances. Long-term fiscal forecasting is a key financial resiliency behavior and will assist the Board in understanding the future consequences of current day decisions.

**Recommended Action:** None. Presentation for discussion only.

**Fiscal Impact:** None.

**D. Fiscal Year 2021-22 Budget Update**

Departments: Finance

30 minutes (20 minutes presentation; 10 minutes discussion)

(Janet Dutcher, Finance Director; Megan Mahaffey, Accountant II) - The budget development team will update the Board about the FY 2021-22 budget development process.

**Recommended Action:** None. Presentation and discussion only.

**Fiscal Impact:** None.

**E. Workshop on General Plan Amendment for Accessory Dwelling Unit (ADU) Standards**

Departments: Community Development

30 minutes

(Bentley Regehr, Planning Analyst) - Presentation by Bentley Regehr regarding General Plan Amendment for Accessory Dwelling Unit (ADU) Standards

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

**Fiscal Impact:** None

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

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

**9. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

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

**B. Closed Session - Public Employee Evaluation**

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

**C. 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: one.

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

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

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

**11. REGULAR AGENDA - AFTERNOON**

**A. PUBLIC HEARING: Short-Term Rental Activity Permit 21-002/Gordon**

Departments: Community Development

PUBLIC HEARING: 1:00 PM (45 minutes)

(Kelly Karl, Associate Planner) - Public hearing regarding Short-Term Rental (STR) Activity Permit 21-002/Gordon, an owner-occupied short-term rental at 90 Aspen Place in Crowley Lake (APN 060-210-067). The existing four-bedroom/four-bathroom main residence would be rented while the owners occupy the detached accessory dwelling unit. Maximum occupancy is 10 people and six vehicles (four vehicles for renters and two vehicles for the property owners). The parcel is designated Single-Family Residential (SFR).

**Recommended Action:**

- 1) Hold a public hearing, receive testimony, deliberate, and make any desired changes.
- 2) Find that the project qualifies as a Categorical Exemption under CEQA guidelines 15301 and direct staff to file a Notice of Exemption.

- 3) Make the required findings contained in the project staff report.
- 4) Approve STR Activity Permit 21-002 subject to the findings and conditions as recommended or with desired modifications.

**Fiscal Impact:** The proposed project will generate an incremental increase in transient occupancy taxes.

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

Departments: Public Health

30 minutes

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**C. Mono County Fish and Wildlife Commission Workshop**

Departments: Economic Development

40 Minutes

(Jeff Simpson, Economic Development Manager) - Presentation by Jeff Simpson regarding an overview of the Mono County Fish & Wildlife Commission, which has been an active commission of Mono County since 1984. In addition to reviewing current fish and wildlife issues, the commission is also tasked with providing recommendations to staff and the Board of Supervisors regarding fish stocking, Fish and Game Fine Fund expenditures, and matters relating to fish and endangered species. In the existing resolution, advisement regarding Conway Ranch is also included. The functions of the commission are advisory only and do not entail any governmental powers, either fiscal or regulatory. There is a desire from commissioners and staff to review and clarify the scope and bylaws of the Mono County Fish and Wildlife Commission.

**Recommended Action:** Receive staff presentation. Review current Commission bylaws, scope and function, and provide any desired direction to staff.

**Fiscal Impact:** None.

**12. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 11, 2021

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Robert C. Lawton, CAO

**SUBJECT** Retirement Recognition of Rebecca A. Buccowich for Her Years of Service with Mono County

## AGENDA DESCRIPTION:

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

Proposed resolution of the Mono County Board of Supervisors recognizing Rebecca A. Buccowich for her years of service to Mono County.

## RECOMMENDED ACTION:

Adopt resolution recognizing Rebecca A. Buccowich for her years of service with Mono County.

## FISCAL IMPACT:

None.

**CONTACT NAME:** Robert C. Lawton

**PHONE/EMAIL:** 760-932-5415 / rlawton@mono.ca.gov

## SEND COPIES TO:

## MINUTE ORDER REQUESTED:

YES  NO

## ATTACHMENTS:

<p>Click to download</p> <p> <a href="#">Resolution</a></p>
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## History

Time	Who	Approval
5/7/2021 9:07 AM	County Counsel	Yes
5/6/2021 3:22 PM	Finance	Yes
5/7/2021 1:52 PM	County Administrative Office	Yes





**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RECOGNIZING REBECCA A. BUCCOWICH**

**WHEREAS**, Rebecca A. Buccowich joined the Mono County family in May of 1998 as a Family Support Officer under the Office of the District Attorney; and

**WHEREAS**, during the past 23 years, Becky Buccowich enjoyed a career with Mono County that progressed through the Office of Child support Services, the Department of Finance, and the Office of the County Administrator, serving at various times as a Fiscal and Technical Specialist, Account Technician, Account Clerk and Administrative Services Specialist; and

**WHEREAS**, throughout her career, Ms. Buccowich has been consistently recognized for her eagerness to seek out new challenges and support her colleagues, regardless of department or task; and

**WHEREAS**, continuing her education and broadening her abilities, Ms. Buccowich completed training and certifications for the National Emergency Management Association; FEMA Incident Command; the CSAC Excess Insurance Authority; Rockhurst University; and other agencies; and

**WHEREAS**, Ms. Buccowich's range of experience and associations within Mono County government made her a highly effective Administrative Services Specialist to four County Administrative Officers, dividing her time between offices in Mammoth Lakes and Bridgeport, serving as a critical associate whose strengths were never more evident or in need than during the COVID-19 pandemic; and

**WHEREAS**, Rebecca A. Buccowich has retired from her career with Mono County government on April 30th, 2021, having made long-time friends wherever she served, due both to her own engaging upbeat outlook and the help of "Mac", the world's best Golden Retriever;

**NOW, THEREFORE, BE IT RESOLVED**, that the Mono County Board of Supervisors recognize and extend a most sincere "THANK YOU" in appreciation for Ms. Buccowich's years of dedicated service to Mono County's residents and her colleagues in public service, and wish her a happy and healthy retirement.

**APPROVED AND ADOPTED** this 11th day of May, 2021, by the Mono County Board of Supervisors.

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Jennifer Kreitz, Supervisor District #1

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Rhonda Duggan, 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** May 11, 2021

**Departments: Board of Supervisors, sponsored by Supervisor Gardner**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Safety Seat Checkup Proclamation

**AGENDA DESCRIPTION:**

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

Proclamation declaring May 16-22, 2021 Safety Seat Checkup Week.

**RECOMMENDED ACTION:**

Approve proposed proclamation.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Queenie Barnard

**PHONE/EMAIL:** 760-932-5534 / qbarnard@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Proclamation</a>
<a href="#">Resources</a>

**History**

Time	Who	Approval
5/6/2021 5:12 PM	County Counsel	Yes
5/6/2021 3:25 PM	Finance	Yes
5/7/2021 1:52 PM	County Administrative Office	Yes



***SAFETY SEAT CHECKUP WEEK, MAY 16-22, 2021  
PROCLAMATION***

***WHEREAS***, the number one preventable cause of death and injury to children and young adults is the automobile collision; and

***WHEREAS***, about 90 child passengers under fifteen are killed and more than 12,000 are injured in automobile collisions in California each year; and

***WHEREAS***, 71 % of small children killed in crashes would be alive today if they had been properly restrained in child safety seats; and

***WHEREAS***, 45% of injuries to child occupants ages four to eight could be prevented with the use of booster seats; and

***WHEREAS***, more than 90% of child safety seats are used incorrectly; and

***WHEREAS***, the State of California requires that all occupants ride restrained properly in safety seats or safety belts with children in the back seat until at least age eight; and

***WHEREAS***, crash-tested safety seats are moderately priced and widely available for purchase at retail stores and, at low cost, from safety seat distribution programs throughout California; and

***WHEREAS***, SafetyBeltSafe U.S.A. has been dedicated for more than 41 years to protecting children from injury or death while being transported in a motor vehicle.

***NOW, THEREFORE***, the Mono County Board of Supervisors proclaims May 16-22, 2021 as Safety Seat Checkup Week in Mono County.

***APPROVED AND ADOPTED*** this 11th day of May, 2021, by the Mono County Board of Supervisors.

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Jennifer Kreitz, Supervisor District #1

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Rhonda Duggan, 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

## BOARD OF DIRECTORS

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School Bus Transportation, Program Consultant

Kate Quirk, PhD, CPSTI, Sp. Needs,

Program Consultant

# SafetyBeltSafe U.S.A.

514 North Prospect Avenue, L-6, Redondo Beach, CA 90277

Mailing address: P. O. Box 553, Altadena, CA 91003 [www.carseat.org](http://www.carseat.org)

(800) 745-SAFE 310/318-5111 (telephone & FAX) Spanish: (800) 747-SANO

April 20, 2021

To: Board of Supervisors

From: Stephanie M. Tombrello, LCSW, CPSTI  
Executive Director, SafetyBeltSafe U.S.A.

Re: Safety Seat Checkup Week, May 16-22, 2021

Motor vehicle crashes remain the number one cause of death and permanent injury for children and young adults in California. You can help save children from suffering preventable injuries by helping to make Safety Seat Checkup Week, May 16-22, a special event in your county.

SafetyBeltSafe U.S.A. is available to you as a resource for posters, pamphlets, speakers, program ideas, and information about California buckle-up laws. We would appreciate it if the Board of Supervisors would:

- Issue a proclamation in recognition of Safety Seat Checkup Week (sample enclosed). Your support for this effort, shared with your county media, may encourage them to publicize this subject more widely. Send your proclamation for us to copy and post on our redesigned Website.
- Encourage law enforcement agencies to increase the focus on violations of child safety seat and safety belt laws during Special Enforcement Week, May 9-15 to protect children's welfare.
- Distribute posters, available free from SafetyBeltSafe U.S.A., through county agencies and employees. Contact us at 800/745-SAFE or e-mail [stombrello@carseat.org](mailto:stombrello@carseat.org) to request posters. Put up our permanent "Buckle-Up" parking lot signs.
- Encourage law enforcement, fire, and county agencies to access online content created by SafetyBeltSafe U.S.A., by going to [www.carseat.org](http://www.carseat.org) to access short videos entitled "Boosters are for Big Kids," "Are Used Car Seats Safe?," "But My Child Won't Stay in the Safety Seat," "DUI Is Deadly for Children," "Warning: Kids at Risk of Strangulation from Loose or Unused Belts," and "How to Avoid Fake and Unsafe Products."

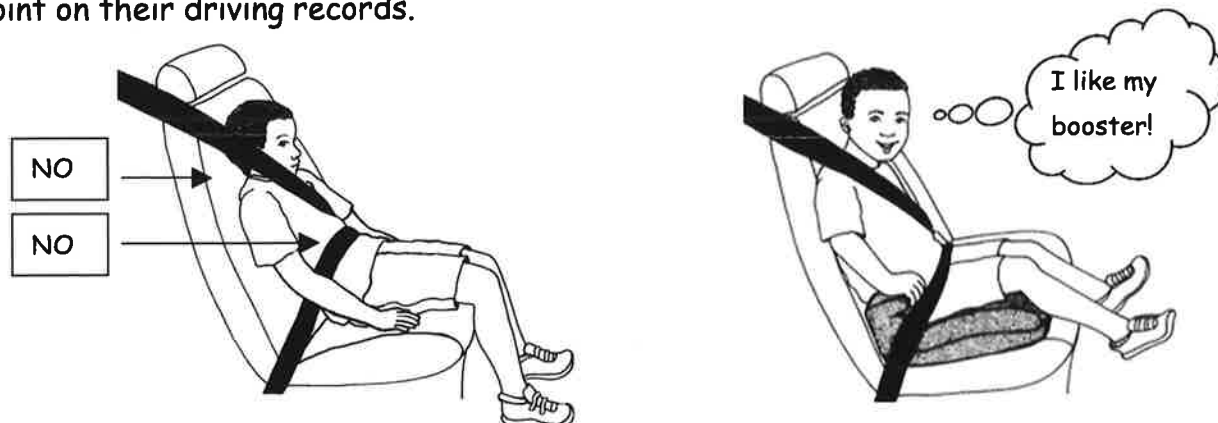
Your support for this effort, reported to news sources and on your Website in your county, may encourage them to publicize this subject more widely. Please share your ideas about how to celebrate Safety Seat Checkup Week with us.

Enc: 130 County proclamation; 630CA/630Cas, Under the Radar, 172/s

*The national non-profit organization dedicated to child passenger safety since 1980*

# CALIFORNIA CHILD PASSENGER SAFETY LAW

- Children under age 8 must be properly buckled into a safety seat or booster in the back seat. Children under 2 must ride rear facing (unless 40" or 40 lbs. or more).
- Children age 8 or older may use the vehicle safety belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or child safety seat.
- Everyone in the car must be properly buckled up. For each child under 16 who is not properly secured, parents (if in the car) or drivers can be fined more than \$500 and get a point on their driving records.



Most kids need to ride in a booster seat until age 10 to 12. Using a booster instead of just a belt prevents 45% of crash injuries.

If your child isn't using a booster, try the simple test below the next time you ride together in the car. You may find that your child is not yet ready to use a safety belt without a booster.

## The 5-Step Test

1. Does the child sit all the way back against the auto seat?
2. Do the child's knees bend comfortably at the edge of the auto seat?
3. Does the belt cross the shoulder between the neck and arm?
4. Is the lap belt as low as possible, touching the thighs?
5. Can the child stay seated like this for the whole trip?

If you answered "no" to any of these questions, your child needs a booster seat to make both the shoulder belt and the lap belt fit right for the best crash protection. Your child will be more comfortable, too.

For best protection, all children should ride in the back seat. It's twice as safe as the front!

For a list of programs with low-cost safety seats, call your local health department at \_\_\_\_\_

For assistance with inspecting or installing a safety seat, visit [www.seatcheck.org](http://www.seatcheck.org) or [www.nhtsa.gov/cps/cpsfitting](http://www.nhtsa.gov/cps/cpsfitting) or call 866-SEAT-CHECK or your local CHP office.

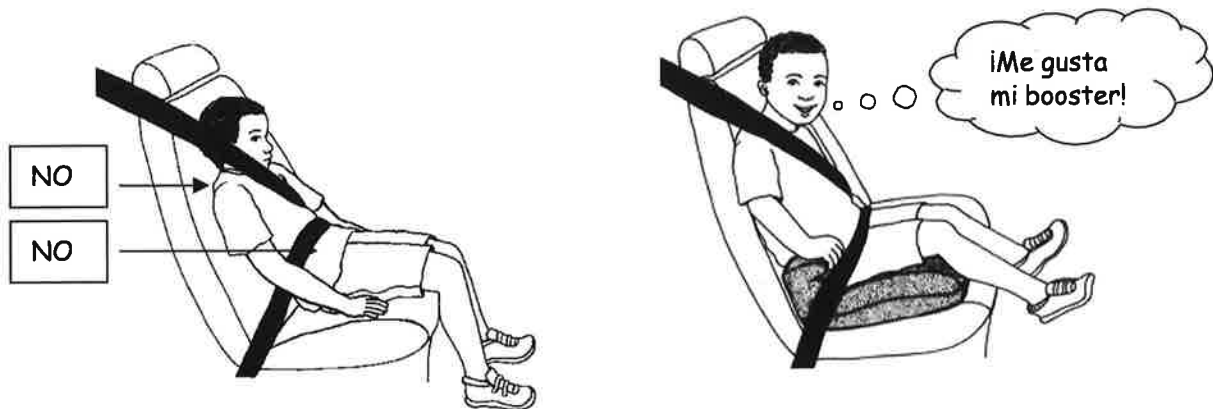
For more information: SafetyBeltSafe U.S.A. [www.carseat.org](http://www.carseat.org) 800-745-SAFE (English) 800-747-SANO (Spanish)

Funding for this program was provided by a grant from the California Office of Traffic Safety through the National Highway Traffic Safety Administration.

#630CA Pg. 1, 9-9-19

# LEY DE SEGURIDAD PARA NIÑOS PASAJEROS DE CALIFORNIA

- **Los niños menores de 8 años** deben viajar en el asiento trasero, abrochados apropiadamente, en un asiento de seguridad o booster. **Los niños menores de 2 años** deben viajar orientados hacia atrás (a menos de que midan 40" o pesen 40 lbs. o más).
- **Los niños de 8 años o mayores** pueden usar el cinturón de seguridad del vehículo si éste les queda bien, con el cinturón de cadera sobre los muslos, tocando la parte superior de las piernas y el cinturón de hombro cruzando el centro del pecho. Si los niños no son lo suficientemente altos para un acomodo apropiado del cinturón, ellos deben viajar en un booster o asiento de seguridad para niños.
- **Cada pasajero dentro del auto** debe estar abrochado apropiadamente. Por cada niño menor de 16 años que no esté asegurado apropiadamente, los padres (si están dentro del auto) o conductores pueden ser multados por más de \$500 y se le añadirá un punto a su record de manejo.



La mayoría de los niños necesitan viajar en un asiento booster hasta la edad de 10 a 12 años. El uso de un booster en lugar de usar solamente el cinturón, previene el 45% de lastimaduras en un choque.

Si su niño no está usando un booster, haga la simple prueba que aparece abajo la próxima vez que viajen juntos en el auto. Usted podría darse cuenta que su niño no está todavía listo para usar un cinturón de seguridad sin un booster.

## La Prueba de 5 Pasos

1. ¿Se sienta el niño completamente contra el respaldo del asiento del carro?
2. ¿Se doblan cómodamente las rodillas del niño a la orilla del asiento del carro?
3. ¿Cruza el tirante de hombros entre el cuello y el brazo?
4. ¿Está el cinturón de cadera colocado lo más bajo posible, tocando la parte superior de las piernas?
5. ¿Puede mantenerse el niño sentado así durante todo el viaje?

Si usted respondió con un "no" a cualquiera de estas preguntas, su niño necesita un asiento "booster" que haga que los cinturones de cadera y hombro se ajusten bien para una mejor protección en caso de un choque. ¡Además, su niño estará más comfortable!

Para mejor protección, todos los niños deben viajar en el asiento trasero. Es dos veces más seguro que el asiento delantero.

Para una lista de programas con asientos de seguridad a bajo costo, llame a su departamento de salud local al

Para asistencia con inspección o instalación de un asiento de seguridad, visite [www.seatcheck.org](http://www.seatcheck.org) o [www.nhtsa.gov/cps/cpsfitting](http://www.nhtsa.gov/cps/cpsfitting) o llame al 866-SEAT-CHECK o a su oficina local de CHP.

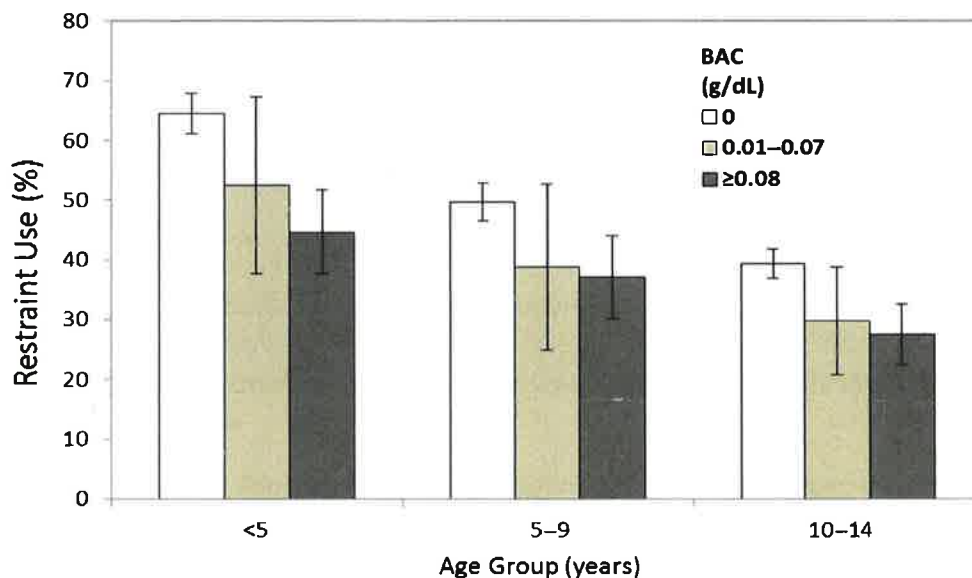
Para más información: SafetyBeltSafe U.S.A. [www.carseat.org](http://www.carseat.org) 800-745-SAFE (Inglés) 800-747-SANO (Español).

## Under the Radar: A Few Facts About Child Passengers and Impaired Drivers

- 22% of child passengers killed are caught up in crashes that involve impaired drivers.
- Of these children, most are riding **with the impaired driver** (between 51% and 68% depending on the data source and year).
- Of those for whom restraint data were available, 48% were unrestrained.
- Effective strategies are urgently needed to protect children at risk.



- Of 1038 children under 15 killed in motor vehicle crashes in 2018, 22% were in crashes with impaired drivers. Of those, 55% were riding with the impaired driver.
- Impaired drivers are less likely to buckle up or to buckle up children:



**Key:**  
**Alcohol level:** white: BAC 0; tan: .01-.07; dark: .08+  
**Ages:** under 5 - cols.1; ages 5-9 - cols.2; 10-14 - cols.3

**SafetyBeltSafe U.S.A.** P.O. Box 553, Altadena, CA 91003 [www.carseat.org](http://www.carseat.org)  
 310/318-5111 ☐ 800/745-SAFE (English) ☐ 800/747-SANO (Spanish)

This document was developed by SafetyBeltSafe U.S.A. and may be reproduced in its entirety.  
 Important: Call to check if there is a more recent version before reproducing this document.

# SAFETY SEAT CHECKUP WEEK

## MAY 16-22, 2021

Virtual Resources at [www.carseat.org](http://www.carseat.org). Check out our new, short animations:

**"Boosters are for Big Kids"**  
**"Are Used Car Seats Safe?"**  
**"But My Child Won't Stay in the Safety Seat"**  
**"DUI Is Deadly for Children"**  
**"Warning: Kids at Risk of Strangulation from Loose or Unused Belts"**  
**"How to Avoid Fake and Unsafe Products"**



*SafetyBeltSafe* U.S.A.

Call our Safe Ride Helplines: 800/745-SAFE (English) 800/747-SANO (Spanish)

**Add the Safety Seat Checkup Week poster to your Website or Facebook page or request posters free for your walls.**

Sponsors:



California Office of Traffic Safety  
Torrance Fire Department  
Toyota Motor North America



**TOYOTA**

SafetyBeltSafe U.S.A. Box 553 Altadena, CA 91003 800/745-SAFE [www.carseat.org](http://www.carseat.org)  
SafetyBeltSafe U.S.A. is the national, non-profit, member-supported organization for child passenger safety.  
Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.





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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 11, 2021

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes - April 13, 2021

**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 from the Regular Meeting on April 13, 2021.

### RECOMMENDED ACTION:

Approve the Board Minutes from the Regular Meeting on April 13, 2021.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Queenie Barnard

**PHONE/EMAIL:** 760-932-5534 / qbarnard@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">DRAFT Minutes</a>

### History

Time	Who	Approval
5/6/2021 5:03 PM	County Counsel	Yes
5/6/2021 3:16 PM	Finance	Yes
5/7/2021 1:51 PM	County Administrative Office	Yes



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

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

Teleconference Only - No Physical Location

**Regular Meeting  
April 13, 2021**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M21-86 – M21-90</b>
<b>Resolutions</b>	<b>R21-25 – R21-27</b>
<b>Ordinance</b>	<b>ORD21-03 Not Used</b>

9:00 AM Meeting Called to Order by Chair Kreitz.

*Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).*

*Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Gardner.

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

None.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

**Bob Lawton, CAO:**

- Presence at Civic Center in Mammoth
- Participated in Justice Equity Diversity and Inclusion meeting
- Visited with Director of Social Services on position changes
- Met with County Counsel's office and Public Health about revising previous COVID directives

**Note:**

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

- Discussions with Chief Frievalt and Nate Greenberg about preparing summary of options for Board to review regarding radio system
- Meeting with other agencies on Mountain View Fire activities
- Trindel training on Customer Service
- Weekly EOC meeting for COVID-19
- Yesterday, EOC briefing for Mountain View Fire. Under leadership of Supervisor Peters, participated in Mountain View Fire Community Workshop in the evening.
- Request to add Urgency Item to agenda - Authorizing the County Administrator, and other such staff as the Administrator may designate, to execute applications on behalf of the County for Community Project Funding (CPF), formerly known as Congressional “earmarks.”

**Urgency Item Addition to Agenda – Authorizing the County Administrator, and other such staff as the Administrator may designate, to execute applications on behalf of the County for Community Project Funding (CPF), formerly known as Congressional “earmarks.”:** The Board determined that there is a need to take immediate action with respect to the proposed agenda item, that the need for action came to the County’s attention subsequent to the agenda being posted and therefore, that the Board add the item to the agenda.

*Authority: Govt. Code §54954.2(b)(2). Note that urgency items may only be added to the agendas of regular meetings, not special meetings.*

**Peters motion. Duggan seconded.**

**Vote: 5 yes, 0 no**

**M21-86**

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

None.

#### **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. Budget Policy**

Departments: Finance

The Budget Policy was brought before the board as part of a fiscal policy workshop on February 9, 2021. Revisions were made to the Budget Policy based on the fiscal policy workshop.

**Action:** Adopt the revised budget policy.

**Corless motion. Gardner seconded.**

**Vote: 5 yes, 0 no**

**M21-87**

##### **B. Resolution Approving Proposition 64 Public Health and Safety Grant**

**Note:**

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

## **Program**

Departments: Probation

Proposed resolution approving an application to the Proposition 64 Public Health and Safety Grant Program and authorizing the County Administrative Officer on behalf of the Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement, in substantially the form set forth in the attached proposal package, with the Board of State and Community Corrections.

**Action:** Adopt proposed resolution R21-25, Approving an application to the Proposition 64 Public Health and Safety Grant Program and authorizing the County Administrative Officer on behalf of the Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement with the Board of State and Community Corrections.

**Corless motion. Gardner seconded.**

**Vote: 5 yes, 0 no**

### **R21-25**

**Supervisor Kreitz:**

- Request for Chief Probation Officer Humiston to bring this item back if they are approved and provide an update.

## **C. 2021 Maintained Mileage**

Departments: Public Works - Roads

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

**Action:** Adopt proposed resolution R21-26, Specifying additions and/or exclusions to the maintained mileage within the County road system and establishing maintained mileage for fiscal year 2021-2022. Provide any desired direction to staff. This action continues unchanged the County's total maintained miles of 679.26 miles.

**Corless motion. Gardner seconded.**

**Vote: 5 yes, 0 no**

### **R21-26**

## **6. CORRESPONDENCE RECEIVED – NONE**

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

### **URGENCY ITEM**

**Action:** Approve and authorizing the County Administrator, and other such staff as the Administrator may designate, to execute applications on behalf

#### **Note:**

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of the County for Community Project Funding (CPF), formerly known as Congressional “earmarks.”

**Corless motion. Peters seconded.**

**Vote: 5 yes, 0 no**

**M21-88**

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

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

**Action:** None.

**Bryan Wheeler, Public Health Director:**

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-113>) –7-day metrics, Blueprint for a Safer Economy, CDC and FDA pause Johnson & Johnson vaccine, State issued updated vaccine eligibility guidelines, “Beyond the Blueprint” Framework, State to adjust small county framework metrics

**Wendy Sugimura, Community Development Director:**

- Addressed businesses making modifications to provide for outdoor seating

**B. Fiscal Year 2021-22 Budget Update**

Departments: Finance

(Janet Dutcher, Megan Mahaffey) - CAO and Finance will update the Board about the FY 2021-22 budget development process.

**Action:** None.

**Janet Dutcher, Finance Director:**

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-113>) – revenue forecasts, expenditure trends, General Fund carryover status, General Fund base budget

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

None.

**9. CLOSED SESSION**

*Closed Session: 10:38 AM*

*Reconvened: 1:00 PM*

No action to report out of Closed Session.

**Note:**

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

**A. Closed Session - Labor Negotiations**

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

**B. Closed Session - Public Employee Evaluation**

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

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

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

None.

**11. REGULAR AGENDA - AFTERNOON**

**A. Community Development Block Grant 2021 Notice of Funding Availability**

Departments: Finance

(Megan Mahaffey) - The CDBG 2021 NOFA was released on January 29, 2021. This year's Notice of Funding Availability is for approximately \$30 million of which Mono County is eligible for \$1.5 million. This is a public hearing required as part of the grant application process.

**Action:** Conduct a public hearing to gauge public interest in Mono County submitting a grant application for the 2021 NOFA. Authorize submittal of grant application for the 2021 NOFA.

Public Hearing Opened: 1:01 PM

**Megan Mahaffey, Accountant II:**

- Presented item

**Public Comment:**

- Patricia Robertson
- Molly DesBaillets

Public Hearing Closed: 1:17 PM

**Gardner motion. Peters seconded.**

**Vote: 5 yes, 0 no**

**Note:**

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

**M21-89**

**B. Mono County Revolving Loan Fund (RLF) Update**

Departments: Finance

(Megan Mahaffey, Patricia Robertson) - Mammoth Lakes Housing has utilized the RLF for a total of five (5) purchases of deed-restricted properties between September 26, 2017 and December 31, 2019. The outstanding loan that received a 6-month extension was paid back on March 24, 2021.

**Action:** None.

**Megan Mahaffey, Accountant II:**

- Introduced item

**Patricia Robertson, Mammoth Lakes Housing Executive Director:**

- Provided RLF update – one outstanding loan for purchase of unit at Meridien Court Condominiums in Mammoth Lakes was paid back as escrow closed on March 23 (\$104,000 plus approximately \$3,000 interest)

**C. Mountain View Fire Update**

Departments: Mountain View Fire Emergency Operations Center

(Justin Nalder, EOC Director) - Update on the Mountain View Fire in Walker, California.

**Action:** None.

**Justin Nalder, EOC Director**

- In the process of doing trailer inspections in Los Angeles – 36 trailers
- Mountain View Fire Community Workshop #7 – questions about status of cleanup, certain foundations not meeting criteria, irrigation ditch clean up and watering season, accessibility and timeline for trailers
- Nevada Resiliency Project hosting another community sharing opportunity this Saturday (4/17)
- Clean up and remediation efforts - seven crews in action right now

**D. Proposed Agreements Supporting County Effort to Facilitate the Provision of Trailers to Residents in Mono County in Need of Temporary Housing as a Result of the Mountain View Fire, the COVID-19 Pandemic or Otherwise**

Departments: Mountain View Fire Emergency Operations Center

(Justin Nalder, EOC Director) - Proposed agreement with the City of Los Angeles pertaining to transfer of travel trailers to Mono County, subsequently to Inyo Mono Advocates for Community Action and ultimately provided to individuals/families identified as in need of temporary emergency housing as a result of the Mountainview Fire.

**Action:** Approve and authorize the CAO's signature on the following

**Note:**

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agreements:

1. MOU among the City of Los Angeles, Mono County, and Inyo Mono Advocates for Community Action (IMACA) governing the transfer of 36 trailers by the City of LA to IMACA in return for indemnification by IMACA and Mono County.
2. MOU between Mono County and IMACA indemnifying Mono County against any and all claims relating to the transfer of the trailers from the City of Los Angeles to IMACA and use by IMACA to serve homelessness in the County and possibly the tri-county region under certain, specified circumstances.
3. Agreement among Mono County, IMACA and any trailer recipient indemnifying Mono County against any and all claims relating to the transfer of the trailers from IMACA to the individual recipient.

**Peters motion. Duggan seconded.**

**Vote: 5 yes, 0 no**

**M21-90**

**Justin Nalder, EOC Director**

- Presented item

## **E. Allocation List Amendment - Probation Department**

Departments: Probation

(Karin Humiston, Chief Probation Officer) - Proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to add one (1) Behavioral Health Services Coordinator, remove one (1) Deputy Probation Officer III position and add one (1) Deputy Probation Officer IV position in Probation.

**Action:** Adopt proposed resolution R21-27, Amending the County of Mono List of Allocated Positions to add one (1) Behavioral Health Services Coordinator, remove one (1) Deputy Probation Officer III position and add one (1) Deputy Probation Officer IV position in Probation. Provide any desired direction to staff.

**Kreitz motion. Gardner seconded.**

**Vote: 5 yes, 0 no**

**R21-27**

**Karin Humiston, Chief Probation Officer:**

- Presented item

## **12. BOARD MEMBER REPORTS**

**Supervisor Corless:**

- JEDI working group weekly meetings: working to refine program with Dr. Rita Cameron Wedding
- Yosemite Area Gateway Coordination Team weekly meetings, plus a meeting about covid-driven recreation impacts
- Mammoth Voices--Airborne Snow Observatory Presentation

**Note:**

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- California Association of Behavioral Health Boards/Commissions monthly board meeting
- Dispersed Camping Summit, participated in enforcement and mapping work groups and looking forward to having short-term solutions for this spring/summer
- RCRC: working to plan June meeting/tour in Mammoth; will represent RCRC on the leadership of the state's newly relaunched/reconfigured Wildfire and Forest Resilience Task Force, which will guide implementation of the wildfire and forest resilience action plan. Governor and legislature reached agreement on \$500 million funding plan/package for wildfire prevention this year:  
<https://www.gov.ca.gov/2021/04/08/governor-newsom-tours-sierra-fuel-break-highlights-agreement-with-legislative-leaders-on-536-million-wildfire-package/>
- Joined Public Policy Institute of California for a headwaters counties focus group on forest health/wildfire prevention.
- Suddenlink service concerns meeting, convened by Placer Supervisor Cindy Gustafson and including CPUC representatives. Suddenlink regional VP stated that in March they had made huge improvements with service visits and are working with a new contractor, and that a planned "node split" would improve service in Mammoth and other markets.
- Eastern Sierra Sustainable Recreation Partnership meeting
- CSAC Diversity, Equity and Inclusion forum--many ideas and inspiration from other counties.
- Eastern Sierra Council of Governments: moving forward with necessary steps for ESCOG to sponsor/house recreation and ecosystem services-related projects and programs. This is important for our region to have the capacity to take advantage of opportunities for fire prevention and forest health.
- NACo Public Lands Steering Committee leadership meetings with Dept of the Interior and USDA representatives on energy policy, conservation and fish/wildlife. Appreciate the opportunity for counties to work with the Biden administration.
- Yosemite Area Regional Transportation System board meeting
- Behavioral Health Advisory Board meeting: May is mental health awareness month, planning a board proclamation and events/activities to promote awareness. Staff led a discussion on decreasing stigma about mental health and treatment.

**Supervisor Duggan:**

- 04/07/21 –
  - I met with the Mono Lake Kudzatika Tribe representatives. It was very interesting to hear about how they are partnering with businesses and corporations on upcoming projects in the Eastern Sierra that are supporting their culture and heritage.
  - MLT Board Meeting – I participate in the Mammoth Lakes Tourism Board meeting. We saw a presentation of options for commercial air service out of BIH and MMH for this fall (pending approvals.) Visitation is continuing to grow and there is a lot of interest in events in our area.
  - I participated in the Adjourned meeting of TGWA. We reviewed the proposed Community Outreach letter and offered suggestions on content regarding the work of the OVGAs as it pertains to the Tri-Valley.
  - I met with CAO Lawton for a touch base session and items of interest. We also scheduled a tour of the northern section of District 2 for 4/23 to see the impacts and preparations of the business community on Fishmas Eve.
- 4/08/21 –
  - CSAC – Diversity, Equity, and Inclusion Forum – Supervisor Stacy Corless was a presenter. An excellent discussion on how to collaborate to achieve good policy on equity and inclusion.

**Note:**

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- I participated in the OVGAs meeting – Progress is being made on the GSP and they should have a draft at the end of the year. The Board authorized staff to submit a project for a Tri-Valley Groundwater model development to the Integrated Regional Management branch of Department of Water Resources for consideration in the next round of Prop 1 IRWM funding. This would be considered a placeholder for a future project that the TGWA could utilize to fund the model for themselves.
- I met with the Mono Lake Committee to discuss various projects and interests of the organization.
- I participated in the ESTA Board meeting where they announced there would be service to Reds Meadow this summer. The Board also approved an additional bus to operate within the Mammoth Lakes Basin Loop. This will hopefully aid in automobile congestion and allow campers to park their vehicles and be able to travel throughout the Basin on foot, bike or by shuttle.
- 04/12/21 –
  - LTC - I participated in the monthly meeting of the Local Transportation Commission. Items discussed were additional electric vehicle charging options, an additional inter-basin ESTA shuttle for the Mammoth Lakes Basin, and a great map that shows the tasks and timeline for clearing of HWY 120 Tioga Pass.
  - I corresponded with various constituents on issues of highway safety, prescribed burn policy, pending PSPS. These may have been long standing issues, but it was a great chance to connect people to the information. I reached out for more information to pass along and received the right information to pass along in a timely matter. Thanks again to staff and our agency partners – your response is greatly appreciated.

**Supervisor Gardner:**

- On Wednesday April 7 I participated in the monthly June Lake Citizens Advisory Committee meeting. Topics discussed included the June Lake Vehicle Charging Project, unmet transit needs, and a COVID Update.
- On Thursday April 8 I participated in the quarterly meeting of the Yosemite Gateway Partnership with Supervisor Corless. Yosemite will again use a reservation system for visitors this year, starting May 21, but will increase the number of tourists allowed compared to last year. They will also allow Eastern Sierra residents and others to pass through the park on the Tioga Road. Plowing on the Tioga Road will begin tomorrow. Caltrans also indicates it has already reached the Park gate and expects to open the lower portion of the road at some point before the road through the park opens.
- On Friday April 9 I attended the ESCOG meeting with Supervisor Corless. Topics included a presentation about redistricting from the California Citizens Redistricting Commission, the development of an MOU between ESCOG and ESSRP, and the status of ESSRP grant projects.
- Also, on Friday April 9 I participated with Supervisor Duggan in the monthly meeting of the ESTA Board. We reviewed financial and operations reports and approved some grants and contracts. ESTA will be running the Reds Meadow Shuttle service this summer.
- On Friday, the 9th I led a Zoom meeting about the use of motorized recreation vehicles in the Mono Basin. This was in response to several residents who have been concerned about increased numbers of illegal ATVs and OHVs on County roads, many being ridden at excessive speeds. My thanks to Sheriff Braun for attending this meeting and responding to many questions and concerns. We will be working on this issue in the future.

**Note:**

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

- Yesterday I participated in a NACO Zoom meeting with other county officials and US Dept. of Agriculture and Interior staff to talk about the Biden Administration's 30 by 30 Climate Change initiative. This was an excellent opportunity to learn about the project and hear from county officials about their interests and concerns.
- Also, yesterday with Supervisor Corless I attended the quarterly meeting of the YARTS Board. We reviewed several financial and operations reports and discussed recommendations from the consultant working on the YARTS short range strategic plan that addresses YARTS financial challenges. One item affecting the Eastern Sierra YARTS routes is a proposal to cut back service on the 395/120 route from the current end date of October 15 to Sept. 15. This would not be implemented this year and is only being discussed at this time, so we will have an opportunity for input before a final decision is made.

**Supervisor Kreitz:**

- I met with Congressman Obernolte staff on Wednesday, April 7th to request the Congressman's co-sponsorship of the Affordable Housing Credit Improvement Act and the inclusion of the reduction of the bond threshold from 50% to 25%. I have a meeting tomorrow with the Congressman to discuss the request further and share with him the real, positive, impact this change would have on Mono County and Mammoth Lakes.
- Thursday, April 8th I attended the CSAC Inclusive Leadership workshop where we heard from Dr. Africa and others on the history of racial disparities and the path forward for a more inclusive and loving society and government.
- Friday, April 9th I participated in two MLH sub-committee meetings, one on the Town's Middle Income Program and ongoing funding ideas; and the MLH-Town Contract Negotiations ad-hoc committee met to discuss the draft contract that is up for a three year renewal.
- Monday, April 12th I chaired the Mono County LTC meeting. Many great updates and funding allocation discussions including increasing funding for trail counters in Mono County. Other highlights:
  - Caltrans District 9 will be requesting an early allocation of funding for the Olancho-Cartego project from the CTC at their May meeting.
  - Caltrans will be requesting the Board supported rescission of the HWY120 status from freeway to highway at the CTC's June Meeting.
  - ESTA is going to operate the Reds Meadow Shuttle this summer with assurance of fairs from the Town and an increase in fairs. Fairs will go from \$10/\$ (adult/child) to \$15/\$7 for this summer season only.
  - Improvements are being made to the Horseshoe Lake parking area including striping of the parking to allow for better trolley flow and general circulation. Additionally, ESTA will be operating an intra-Basin shuttle, assuming they can find drivers.
  - The Town will likely break ground this next week on the Community Center/Ice Rink.
  - The Town plans to rehabilitate portions of the Multi-Use Paths this year, after Labor Day, rebuild two of the Main Street bus shelters to bring them up to the Town's current standards, planning for a MUP from Lake Mary Road down to the Callahan Road, complete street planning for Laurel Mountain Road and then building out that on the portion of Laurel Mountain Road from Tavern Road down to Main Street, and planning for the building of a MUP along Minaret Road down to Old Mammoth Road.

**Supervisor Peters:**

- 4/6: Northern Mono Chamber of Commerce – discussions about ATV Jamboree planned for this summer, actively fundraising and working on supplementing the

**Note:**

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

- stocking of trout in west Walker River
- There is an effort in June Lake Loop to raise money to help supplement the fish stocking
- Senior Center's Day in the Park on June 5
- Update on Mountain View Fire fund - \$107,000
- 4/9: Attended CSAC Rural COVID Working Group – had very productive conversations with Dr. Ghaly
- 4/12: Attended LTC meeting, had reports on Mono County project, activities with CalTrans, monies allocated to specific projects with Town
- Mountain View Fire Community Workshop – incident update, CalOES with debris removal update, Gerald Frank gave property tax and insurance update, temporary housing update by Mary Booher, building and permitting update
- Tonight is the Bridgeport RPAC meeting – concern over specific change in fishing regulations related to east Walker River
- Thursday (4/15), meeting with Santa Clara Board Chair Cindy Chavez and Jeff Neal regarding solving broadband issues

**ADJOURNED AT 2:29 PM.**

**ATTEST**

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**JENNIFER KREITZ  
CHAIR OF THE BOARD**

---

**QUEENIE BARNARD  
SENIOR DEPUTY CLERK OF THE BOARD**

**Note:**

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 11, 2021

**Departments: Board of Supervisors, sponsored by Supervisor Corless**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Letters of Support - CAL FIRE Grants

**AGENDA DESCRIPTION:**

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

Letters in support of CAL FIRE grant applications:

- 1) Inyo National Forest grant application for the Eastern Sierra Climate & Communities Resilience Project (ESCCRP) Phase I Implementation; and
- 2) Proposal "Wildfire Prevention in the Eastern Sierra: Visitor Education and Outreach" submitted by Whitebark Institute

**RECOMMENDED ACTION:**

Approve letters as presented or amended, and authorize Board Chair to sign.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Queenie Barnard

**PHONE/EMAIL:** 760-932-5534 / qbarnard@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">ESCCRP Letter</a>
<a href="#">Eastern California Water Association</a>

**History**

Time	Who	Approval
5/6/2021 5:04 PM	County Counsel	Yes
5/6/2021 3:23 PM	Finance	Yes
5/7/2021 1:52 PM	County Administrative Office	Yes



Jennifer Kreitz ~ District One   Rhonda Duggan ~ 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*

May 11, 2021

### CAL FIRE

Forest Health Program

1416 9th Street

PO Box 944246

Sacramento, CA 94244-2460

Attention: Chief Helge Eng  
Deputy Director, Resources Management  
California Department of Forestry and Fire Protection

**RE:   Support for the Inyo National Forest grant application for the Eastern Sierra  
Climate & Communities Resilience Project (ESCCRP) Phase I Implementation**

The Mono County Board of Supervisors writes in strong support of the Inyo National Forest grant application for the Eastern Sierra Climate & Communities Resilience Project (ESCCRP) Phase I Implementation. The Eastern Sierra Nevada is a remote and unique region of California comprised of rugged mountains, high desert, and rural communities. The region is a year-round tourist destination, supporting rural communities via a robust recreation and tourism economy which is largely dependent on healthy forests. The headwater forests of the project area provide vital water resources for local communities, the Central Valley, and the City of Los Angeles, and are home to an abundance of terrestrial and aquatic species. Declining forest health, coupled with a rapidly intensifying wildfire trajectory fueled by climate change, underscores the imperative need to protect the ecological and economic resources of the region. The ESCCRP Phase I Implementation is an opportunity for CAL FIRE to serve as an active partner in the Eastern Sierra on this crucial journey to achieve regional resilience.

Funding, if awarded by CAL FIRE, would enable the Inyo National Forest to begin implementation of approximately 2,000 acres of the ESCCRP. The ESCCRP is a 55,000-acre landscape-scale forest restoration project addressing both climate and community resilience surrounding the Town of Mammoth Lakes. These uncharacteristically overstocked headwater forests are declining in function due to more than a century of successful fire suppression. The ESCCRP aims to promote resilient landscapes, help create fire adapted communities, increase public and firefighter safety, and protect the priceless ecosystem services upon which Californians depend.

**RE: Support for the Inyo National Forest grant application for the Eastern Sierra Climate & Communities Resilience Project (ESCCRP) Phase I Implementation**

May 11, 2021

Page 2 of 2

The ESCCRP Phase I Implementation is an integral first step to restore forest health in the Eastern Sierra. The approximate 2,000 acres proposed would provide fuels management of high wildfire hazard areas on a variety of non-federal ownerships within the Town of Mammoth Lakes and on various Inyo National Forest NEPA-ready units within the ESCCRP project area. Implementation of these acres would not only allow for immediate action towards restoring forest health and reducing the risk of unnaturally large high severity wildfires, but it will ultimately help better prepare us for restoration on the remaining acres of the ESCCRP.

Proactive management of forests is our only hope to ward off catastrophic loss of these irreplaceable habitats and the multitude of co-benefits that headwater forests provide. We strongly urge CAL FIRE to consider this application as a pivotal opportunity to initiate forest health restoration and promote resilience in the Eastern Sierra.

Sincerely,

Supervisor Jennifer Kreitz, Chair  
Mono County Board of Supervisors  
[jkreitz@mono.ca.gov](mailto:jkreitz@mono.ca.gov)



Jennifer Kreitz ~ District One   Rhonda Duggan ~ 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*

May 11, 2021

David Haas  
Regional Forester  
CAL FIRE  
3800 North Sierra Way  
San Bernardino, CA 92405  
[david.haas@fire.ca.gov](mailto:david.haas@fire.ca.gov)

**RE: Support of the Proposal “Wildfire Prevention in the Eastern Sierra: Visitor Education and Outreach” Submitted by Whitebark Institute**

Dear Mr. Haas:

The Mono County Board of Supervisors writes in strong support of the proposal titled “Wildfire Prevention in the Eastern Sierra: Visitor Education and Outreach” being submitted by the Whitebark Institute. We believe this project will provide critical information to visitors that would help in minimizing wildfire ignitions.

The Eastern Sierra region is a year-round tourist destination, supporting rural communities via a robust recreation and tourism economy. In recent years, and particularly during the pandemic, visitation to the Eastern Sierra has grown immensely. Visitation in Inyo, Mono, and Alpine Counties – the areas covered by this proposal – tops four million people per year. In Mono County, 20% of visitors camp.

Dispersed camping is a particular concern for local communities as many of these campers are new to the activity and not aware of the potential disastrous implications of unattended campfires. Because of their small size and proximity to open space, all communities in the Eastern Sierra are in the wildland-urban interface. The highest concentrations of dispersed campers are within two miles of communities. Although there is not a region-wide estimate of how many people participate in dispersed camping, in the Alabama Hills alone, there were 100,000 dispersed campers in 2019. The recent Onion Fire (April 2021), which was sparked by a campfire west of Independence, served as a stark reminder of the potential detrimental impacts high rates of visitation can have on our region.

The capacity assessment undertaken by the Regional Forest and Fire Capacity Program in 2020 found that, among the stakeholders interviewed, fire prevention education targeted at visitors was



**RE: Support of the Proposal “Wildfire Prevention in the Eastern Sierra: Visitor Education and Outreach” Submitted by Whitebark Institute**

May 11, 2021

Page 2 of 2

the top priority. If funded, this proposal would launch a comprehensive visitor education and outreach campaign focused on fire prevention. We believe that such education could play an important role in reducing the risk of wildfires to our communities.

Thank you for your consideration of this proposal.

Sincerely,

Supervisor Jennifer Kreitz, Chair  
Mono County Board of Supervisors  
[jkreitz@mono.ca.gov](mailto:jkreitz@mono.ca.gov)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 11, 2021

**Departments: Public Health**

**TIME REQUIRED**

**SUBJECT** Public Health Department County  
Medi-Cal Administrative Activities  
(CMAA) Contract #21-10014 for FY  
July 1, 2021 - June 30, 2024

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Funding is available to local governmental agencies through the Department of Health Care Services (DHCS) to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families.

### RECOMMENDED ACTION:

Approve County entry into the County Medi-Cal Administrative Activities (CMAA) Contract #21-10014 and related certifications and authorize the Public Health Fiscal & Administrative Officer to execute said contract on behalf of the County, including minor amendments that may occur in the 3-year contract period of July 1, 2021 -June 30, 2024 with approval as to form by County Counsel.

### FISCAL IMPACT:

There is no fiscal impact to the County General Fund. The maximum amount of funding that can be drawn down from this agreement to assist DHCS in administration of the Medi-Cal Program is \$275,000.

**CONTACT NAME:** Stephanie M Butters

**PHONE/EMAIL:** 760-932-5587 / sbutters@mono.ca.gov

### SEND COPIES TO:

Stephanie Butters, Bryan Wheeler

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Standard Agreement](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/23/2021 2:30 PM	County Counsel	Yes
5/6/2021 3:53 PM	Finance	Yes
5/7/2021 1:51 PM	County Administrative Office	Yes



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

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

DATE: May 11, 2021  
TO: Honorable Board of Supervisors  
FROM: Bryan Wheeler, Public Health Director  
SUBJECT: County Medi-Cal Administrative Activities Contract No. 21-10014

### **Recommendation:**

Approve County entry into proposed contract and authorize Stephanie Butters, Public Health Fiscal & Administrative Officer, to sign contract on behalf of the County. Provide any desired direction to staff.

### **Discussion:**

Funding is available to local governmental agencies through the Department of Health Care Services to assist in covering the cost of administering Medi-Cal activities. Allowable activities include Medi-Cal outreach, facilitation of Medi-Cal applications, contracting for Medi-Cal services and Medi-Cal administrative activities, program planning and policy development to improve delivery of Medi-Cal services through interagency coordination, and general administration of the Agency CMAA program.

### **Fiscal Impact/Budget Projections:**

There is no impact to the County General Fund. The maximum amount payable under this agreement is \$275,000.

Submitted by Stephanie Butters, Public Health Fiscal and Administrative Officer

Reviewed by Bryan Wheeler, Public Health Director

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>21-10014</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
Department of Health Care Services

CONTRACTOR NAME  
County of Mono

2. The term of this Agreement is:

START DATE  
July 1, 2021

THROUGH END DATE  
June 30, 2024

3. The maximum amount of this Agreement is:  
\$275,000.00 (Two Hundred Seventy-Five Thousand Dollars)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	9
Exhibit C *	General Terms and Conditions (04/2017)	
+ - Exhibit D(F)	Special Terms and Conditions (Attached hereto as part of this agreement) Notwithstanding provisions 4.g., 15, 18, 23, 26, and 30 which do not apply to this agreement.	27
+ - Exhibit E	Additional Provisions	8
+ - Exhibit F	Contractor's Release	1
+ - Exhibit G	HIPAA Business Associate Addendum	6
+ - Exhibit G, Attachment I	Data Files	1

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

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

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

**CONTRACTOR**

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

County of Mono

CONTRACTOR BUSINESS ADDRESS P.O. Box 3329	CITY Mammoth Lakes	STATE CA	ZIP 93546
PRINTED NAME OF PERSON SIGNING Stephanie Butters	TITLE Fiscal & Administrative Officer		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-10014	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Ave, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**CONTRACT AWARD REPORT**

STD 16 (Rev. 6/2017)

Title 2, Division 4.1, Chapter 5, Section 11114 of the California Code of Regulations requires contract awarding agencies to notify the Department of Fair Employment and Housing, Office of Compliance Programs, of any contract award in excess of \$5,000. Submit one completed copy of this form to the Office of Compliance Programs for each contract in excess of \$5,000 within 10 days of award date. Forms may be submitted to: CompliancePrograms@dfeh.ca.gov.

SHADED AREAS FOR OFFICE OF COMPLIANCE PROGRAMS USE ONLY

**CONTRACTOR INFORMATION**

CONTRACTOR'S NAME <b>County of Mono</b>			TELEPHONE NUMBER (Include area code) <b>(760) 932-5587</b>		
ADDRESS <b>P.O. Box 3329</b>		CITY <b>Mammoth Lakes</b>		STATE <b>CA</b>	ZIP CODE <b>93546</b>
FEDERAL EMPLOYER I.D. NUMBER <b>9 5 6 0 0 5 6 6 1</b>			NAME OF CONTRACTOR'S AGENT WHO SIGNED THE CONTRACT <b>Stephanie Butters</b>		

**CONTRACT INFORMATION**

CONTRACT AMOUNT <b>\$275,000.00</b>			STATE CONTRACT NUMBER <b>2 1 - 1 0 0 1 4</b>			CONTRACT AWARD DATE <b>07/01/2021</b>			
PROJECT LOCATION (County) <b>County of Mono</b>						COUNTY CODE <b></b>			
ESTIMATED PROJECT STARTING DATE:		MONTH <b>07</b>	DAY <b>01</b>	YEAR <b>2021</b>	ESTIMATED PROJECT COMPLETION DATE:		MONTH <b>06</b>	DAY <b>30</b>	YEAR <b>2024</b>
TYPE OF CONTRACT <input type="checkbox"/> Construction <input type="checkbox"/> IT Goods <input type="checkbox"/> Non-IT Goods <input type="checkbox"/> IT Service <input checked="" type="checkbox"/> Non-IT Services							IS THIS PROJECT FEDERALLY FUNDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

**AWARDING AGENCY INFORMATION**

AGENCY NAME <b>Department of Health Care Services</b>			AGENCY CODE <b></b>		
AGENCY ADDRESS <b>1501 Capitol Ave., MS 2628</b>		CITY <b>Sacramento</b>		STATE <b>CA</b>	ZIP CODE <b>95899</b>
NAME OF CONTRACT AWARDING OFFICER <b>Steven Hoang</b>				TELEPHONE NUMBER (Include area code) <b>(916) 345-8725</b>	

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

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

## CONTRACTOR CERTIFICATION CLAUSES

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 lessor 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.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

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

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Mono	95-6005661

By (Authorized Signature)

Printed Name and Title of Person Signing

Stephanie Butters, FISCAL and Administrative Officer

Executed in the County of	Executed in the State of
Mono	CA

Date Executed

**Exhibit A**  
Scope of Work

**1. Service Overview**

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein:

Contractor shall perform County-Based Medi-Cal Administrative Activities (CMAA) on behalf of DHCS to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include, but are not limited to, attending or conducting general, non-medical staff meetings, developing and monitoring program budgets and/or site management, and general non-program supervision of staff. This also includes staff break time and any time spent filling out a Time Survey Form Medi-Cal Outreach, Referral, Coordination, and Monitoring of Medi-Cal Services, Facilitating Medi-Cal Application, Arranging and/or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal Covered Service, Contract Administration for Medi-Cal Services, Program Planning and Policy Development for Medi-Cal Services, Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) Coordination and Claims Administration, MAA/TCM Implementation Training, general administration, and paid time off.

**2. Service Location**

The activities shall be performed at applicable facilities within the Mono County geographic region.

**3. Service Hours**

The services shall be provided during normal Contractor working hours and days.

**4. Project Representatives**

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

<b>Department of Health Care Services</b> Shelly Taunk, Chief County-Based Claiming and Inmate Services Section  Telephone: (916) 345-7934 E-Mail: shelly.taunk@dhcs.ca.gov	<b>County of Mono</b> Stephanie Butters Bridgeport, CA 93517  Telephone: (760) 932-5587 E-Mail: sbutters@mono.ca.gov
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B. Direct all inquiries to:

**Exhibit A**  
Scope of Work

<b>Department of Health Care Services</b> County-Based Claiming and Inmate Services Section Attention: Steven Hoang 1501 Capitol Ave., MS 2628 Sacramento CA, 95899-7436  Telephone: (916) 345-8725 E-Mail: <a href="mailto:steven.hoang@dhcs.ca.gov">steven.hoang@dhcs.ca.gov</a>	<b>County of Mono</b> Stephanie Butters Bridgeport, CA 93517  Telephone: (760) 932-5587 E-Mail: <a href="mailto:sbutters@mono.ca.gov">sbutters@mono.ca.gov</a>
--	---

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

**5. Services to be Performed**

The following CMAA are eligible for Federal Financial Participation (FFP) only when they are identified in a CMAA Claiming Plan approved by the State and the Centers for Medicare and Medicaid Services (CMS):

- A. **Medi-Cal Outreach:** This activity may consist of discrete campaigns or may be an ongoing activity. This activity is directed to groups or individuals targeted to two goals:
1. Bringing potential eligibles into the Medi-Cal system for the purpose of determining Medi-Cal eligibility.
  2. Bringing Medi-Cal eligibles into Medi-Cal services.

Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless, alcoholics, or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

**NOTE: Public health outreach conducted by Local Government Agencies (LGAs) shall not duplicate the requirements of Medi-Cal managed care providers to pursue the enrollment of Medi-Cal eligibles in their service areas**

**Exhibit A**  
Scope of Work

3. Medi-Cal only eligibility outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal are allowable, and the costs do not have to be discounted by the Medi-Cal percentage:
  - a. Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services are allowable and the costs do not have to be discounted by the Medi-Cal percentage. In such campaigns, the language should clearly indicate that Medi-Cal services are directed only to persons eligible for Medi-Cal. These campaigns are service campaigns, directed toward specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment.
  - b. A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is directed toward specific Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children.
  
- B. Referral, Coordination, and Monitoring of Medi-Cal Services:** Referral, Coordination, and Monitoring of Medi-Cal Services includes making referrals for, coordinating, and/or monitoring the delivery of Medi-Cal covered services.
  
- C. Facilitating Medi-Cal Application (Eligibility Intake):** This activity includes explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assisting an applicant to fill out a Medi-Cal eligibility application; gathering information related to the application and eligibility determination or re-determination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the county welfare department; and/or providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination. This activity does not include the eligibility determination itself. These costs do not have to be discounted (i.e., reduced) by the Medi-Cal percentage.
  
- D. Arranging and/or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal covered Service:** Arranging and/or providing non-emergency, non-medical transportation for a Medi-Cal eligible client who does not have a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. Arranging and/or providing non-emergency, non-medical transportation and accompaniment by an attendant, for a Medi-Cal eligible client who has a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. If the Medi-Cal eligible client does not have a physical or mental limitation, the contractor or governmental unit may provide transportation services, but is unable to accompany the client to the Medi-Cal covered service appointment. However, LGAs may not claim

**Exhibit A**  
Scope of Work

arranging transportation as CMAA when performed by a TCM Case Manager. The cost of this time will be included in the TCM encounter rate and is not claimable separately through CMAA (DHCS CMAA Program Operational Plan).

**Examples:** Providing transportation services to a Medi-Cal eligible individual to a Medi-Cal service provider. Scheduling or arranging transportation to Medi-Cal covered services. Accompanying clients (e.g., elderly, young, disabled) at a Medi-Cal provider medical appointment because the client has physical limitation, pursuant to 42 Code of Federal Regulations (CFR) part 440.170.

- E. **Contract Administration for Medi-Cal Services:** This activity involves entering into agreements with community-based organizations or other provider agencies for the provision of Medi-Cal services and/or CMAA, other than TCM. The costs of TCM subcontract administration should be included in the TCM rate.

**NOTE: A Contractor has the option of claiming the costs of contract administration for allowable CMAA, such as Outreach, under that activity or the costs may be claimed under Contract Administration. Under no circumstances are the costs of contract administration for allowable CMAA to be claimed under both Contract Administration and the activity, such as Outreach. Contracting for Medi-Cal services may only be claimed under Contract Administration.**

Contracting for Medi-Cal services and/or CMAA is claimable as an administrative activity when the administration of those agreements meets all of the following criteria:

1. The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract administration, according to the duty statements or job descriptions of the employees being claimed.
2. The contract administration involves contractors that provide Medi-Cal services and/or CMAA. The costs of contracting for TCM services with non- LGA providers should be claimed as part of the TCM rate. These costs cannot be separately claimed as CMAA.
3. The contract administration must be directed to one or more of the following goals:
  - a. Identifying, recruiting, and contracting with community agencies as Medi- Cal service contract providers;
  - b. Providing technical assistance to Medi-Cal subcontractors regarding county, state and federal regulations;



**Exhibit A**  
Scope of Work

- c. Monitoring provider agency capacity and availability; and
- d. Ensuring compliance with the terms of the agreement.

The contracts being administered must be for Medi-Cal services and CMAA or just CMAA and target Medi-Cal populations only or target the general population if the general population includes a Medi-Cal eligible population.

**F. Program Planning and Policy Development (PP&PD) for Medi-Cal Services:** This activity may be claimed at the enhanced rate (75 percent FFP) if performed by a Skilled Professional Medical Personnel (SPMP), or the non-enhanced rate (50 percent FFP) if performed by a non-SPMP.

- 1. Allowable: This activity is claimable when performed, either part-time or full-time, by one or more contractor employees and subcontractors whose tasks officially involve PP&PD. Contractor employees performing this activity must have the tasks identified in the employee's position descriptions/duty statements. If the programs serve both Medi-Cal and non-Medi-Cal clients, the costs of PP&PD activities must be allocated according to the Medi-Cal percentages being served by the programs.

This activity is claimable as a direct charge for Medi-Cal administration only when PP&PD is performed by a unit of one or more contractor employees who spend 100 percent of their paid working time performing this activity. This activity is claimable only if the administrative amounts being claimed for PP&PD persons and activities are not otherwise included in other claimable cost pools; and the amounts being claimed for such persons employed by (and activities taking place in) a service provider setting are not otherwise being reimbursed through the billable service rate of that provider. Costs for persons performing this activity less than 100 percent of their time will be based on a time survey.

In LGAs with countywide managed care arrangements, PP&PD activities are claimable as Medi-Cal administration only for those services that are excluded from the managed care contracts.

Under the conditions specified above, the following tasks are allowable as CMAA under these circumstances:

- a. Developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps. This includes analyzing Medi-Cal data related to a specific program and/or specific group.

**Exhibit A**  
Scope of Work

- b. Interagency coordination to improve delivery of Medi-Cal services.
  - c. Developing resource directories of Medi-Cal services/providers.
  - d. For subcontractors, some PP&PD support services are allowable (e.g., developing resource directories, preparing Medi-Cal data reports, conducting needs assessments, or preparing proposals for expansion of Medi-Cal services).
2. Not allowable: This activity is not allowable if staff performing this function are employed full-time by service providers, such as clinics. The full costs of the employee's salary are assumed to be included in the billable fee-for-service rate. Claiming this activity separately is not allowed.

This activity is not allowable if staff who deliver services part-time in an LGA service provider setting, such as a clinic, are performing PP&PD activities relating to the service provider setting in which they deliver services.

- G. MAA/TCM Coordination and Claims Administration:** Contractor employees whose position description/duty statement includes the administration of CMAA and TCM on an LGA service region-wide basis, may claim the costs of these activities on the CMAA detailed invoice as a direct charge.

Costs incurred in the preparation and submission of CMAA claims at any level, including staff time, supplies, and time spent on a computer performing CMAA, may be direct charged. If the CMAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of CMAA coordination and/or claims administration. The percentage certified for the CMAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal claiming. Charges for supervisors, clericals, and support staff may be included, and if so must be allocated based upon the percentage of certified time of the CMAA/TCM Coordinator and claims administration staff.

- 1. The CMAA/TCM Coordinator and claims administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the Contractor's administration of TCM services and CMAA at the LGA-wide level:
  - a. Drafting, revising, and submitting CMAA Claiming Plans, and TCM performance monitoring plans.

**Exhibit A**  
Scope of Work

- b. Serving as a liaison and monitoring the performance of claiming programs within the LGA and with the State and federal government on CMAA and TCM.
- c. Administering LGA claiming, including overseeing, preparing, compiling, revising, and submitting CMAA and TCM invoices on an LGA-wide basis to the State.
- d. Attending training sessions, meetings, and conferences involving CMAA and/or TCM.
- e. Training contractor program and subcontractor staff on State, federal, and local requirements for CMAA and/or TCM claiming.
- f. Ensuring that CMAA and/or TCM invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers. This includes ensuring that services are not duplicated when a Medi-Cal beneficiary receives TCM services from more than one case manager.

**NOTE: The costs of the CMAA/TCM Coordinator's time and claims administration staff time must not be included in the CMAA claiming or in the TCM rate since the costs associated with the time are to be direct charged. Charges for supervisors, clericals, and support staff for these employees may be included, and if so must be allocated based upon the percentage of certified time of the CMAA/TCM Coordinator and claims administration staff. The costs of TCM claiming activity at the TCM provider level are to be included in the TCM rate.**

- H. **MAA/TCM Implementation Training:** Training activities shall be time studied in accordance with the purpose of the training. Training activities include time spent providing or attending training related to the performance of CMAA or TCM. Training activities also include reasonable time spent on related paperwork, clerical activities, staff travel time necessary to perform these activities, including initiating and responding to email and voicemail. Training unrelated to CMAA is not allowable.
- I. **General Administration:** This includes activities that are eligible for cost distribution on a 2 CFR Part 200 et seq. approved cost allocation basis. These costs are to be distributed proportionately while performing the following activities:
  - 1. Attend or conduct general, non-medical staff meetings;

**Exhibit A**  
Scope of Work

2. Develop and monitor program budgets;
  3. Provide instructional leadership, site management, staff supervision, or reviews of employee performance;
  4. Review departmental or unit procedures and rules;
  5. Present or participate in, in-service orientations, and programs;
  6. Participate in health promotion activities for employees of the Contractor; and
  7. The 15 minutes that a time survey participant spent filling out the Time Survey Form at the end of the work day.
- J. **Paid Time Off:** This activity is to be used by all staff involved in CMAA to record usage of paid leave, including vacation, sick leave, holiday time and any other employee time off that is paid. This does not include lunch or meal breaks, off payroll time, or Compensatory Time Off, which shall be allocated as prescribed by the State.

**6. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables are developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of **Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973** as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act, requiring accessibility of electronic and information technology.

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. For administrative activities satisfactorily rendered and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the conditions specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

**Regular Mail**

**Overnight Mail**

CMAA Analyst  
Department of Health Care Services

CMAA Analyst  
Department of Health Care Services

Local Governmental Financing  
Division  
County-Based Claiming and Inmate  
Services Section  
MS 2628  
PO Box 997436  
Sacramento, CA 95899-7436

Local Governmental Financing  
Division  
County-Based Claiming and Inmate  
Services Section  
MS 2628  
1501 Capitol Avenue  
Sacramento, CA 95814

C. Invoices shall:

1. Be prepared on the County-Based Medi-Cal Administrative Activities (CMAA) Invoice incorporated by reference in Exhibit E, Provision 1.
2. Be prepared on Contractor letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the activities performed under this agreement on the CMAA Invoice Summary page.
3. Bear the Contractor's name as shown on the agreement on the CMAA Invoice.
4. Identify the billing and/or performance period covered by the invoice on the CMAA Invoice.
5. Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement on the CMAA Invoice. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHCS.
6. Provide the State with complete invoice and expenditure information to include in the CMS 64 no later than 15 months after the end of the quarter for which the claim was submitted. This information shall be provided on the standardized CMAA Invoice.

**Exhibit B**  
Budget Detail and Payment Provisions

7. Identify on the CMAA Invoice, the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate CMAA Invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming CMAA costs pursuant to this agreement, except for contracted employees under the direct control of the Contractor. Contracted employees' costs shall be aggregated and reported in accordance with the CMAA Invoice instructions. The CMAA Invoice(s) for each of the programs claimed shall correspond to the name of the claiming programs identified in the Contractors CMAA Claiming Plan. The Invoice instructions are found in the DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan incorporated by reference in Exhibit E, Provision 1.

D. Rates Payable

1. The invoices may include the cost of expenses of staff and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this agreement.
2. The maximum rate of Federal reimbursement for compensation (salary and benefits), of activities qualifying under Federal regulations applying to Skilled Professional Medical Personnel (SPMP) of a public agency and their direct supporting staff shall be 75 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced", performed by SPMP and their direct supporting staff, shall be 50 percent. The maximal rate of reimbursement for all allowable costs other than compensation applicable to SPMPs and their direct supporting staff shall be 50 percent.
3. A SPMP is defined as an employee of the Contractor who has completed a 2-year or longer program leading to an academic degree or certification in a medically-related profession *and* who performs duties and responsibilities requiring professional medical knowledge and skills. Direct supporting staff are also employees of the Contractor. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP, and who provide clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.
4. The rate of federal reimbursement is 50 percent FFP for all costs of non- SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Provision 5, Services to be Performed, of Exhibit A, Scope of Work.

**Exhibit B**  
Budget Detail and Payment Provisions

5. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.
  
- E. Certify the certified public expenditure (CPE) from the Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for CMAA performed pursuant to Welfare and Institutions (W&I) Code section 14132.47. The State shall deny payment of any claim submitted under this agreement if it determines that the certification is not adequately supported for purposes of FFP. Expenditures certified for CMAA costs shall not duplicate, in whole or in part, claims made for the costs of direct patient care. DHCS shall provide a certification statement to be included with each CMAA Invoice Summary Page submitted to the State for payment for the performance of CMAA.

**2. Budget Contingency Clause**

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

**3. Prompt Payment Clause**

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

**4. Amounts Payable**

- A. The amounts payable under this agreement shall not exceed:
  - 1) \$ 75,000 for the budgetary period of 07/01/2021 through 06/30/2022.
  - 2) \$ 100,000 for the budgetary period of 07/01/2022 through 06/30/2023.
  - 3) \$ 100,000 for the budgetary period of 07/01/2023 through 06/30/2024.

**Exhibit B**  
Budget Detail and Payment Provisions

- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the SFY in which services are performed and/or goods are received.

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than 30 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.
- B. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

**6. Expense Allowability/Fiscal Documentation**

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. 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 or practices, all questionable costs may be disallowed and payment may be withheld by the DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. The LGA is to establish policies and procedures to identify the Federal Award amounts passed through to sub-recipients and furnish those amounts to DHCS.



**Exhibit B**  
Budget Detail and Payment Provisions

**7. Participation in Medi-Cal Administrative Claiming Process**

- A. As a condition of participation in the Medi-Cal Administrative Claiming process, and in recognition of revenue generated in the Medi-Cal Administrative Claiming process, the Contractor shall pay an annual participation fee through a mechanism agreed to by the State and Contractors, or, if no agreement is reached by August 1 of each year, directly to the State.
- B. The participation fee shall be used to cover the cost of administering the Medi-Cal Administrative Claiming process, including, but not limited to, claims processing, technical assistance, and monitoring. The State shall determine and report staffing requirements upon which projected costs will be based.
- C. The amount of the participation fee shall be based upon the anticipated state salaries, benefits, operating expenses and equipment, necessary to administer the Medi-Cal Administrative Claiming process and other costs related to that process.

**8. Non-Federal Matching Funds for CMAA**

The Contractor will expend 100 percent of the non-federal share of the cost of performing CMAA. By signing this agreement, the Contractor certifies that the funds expended for this purpose shall be from the Contractor's general fund or from any other funds allowable under federal law and regulation.

**9. Claiming Overhead Costs**

- A. In order to claim administrative overhead costs, also referred to as "External Administrative Overhead" costs, the Contractor must have a State Controller's Office approved LGA administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the allocation plan. A LGA's plan is submitted to the California State Controller's Office, which has delegated authority from the Federal Government to approve the plan.
- B. Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with 2 Code of Federal Regulations (C.F.R) part 200 et seq.

**Exhibit B**  
Budget Detail and Payment Provisions

- C. Internal and external administrative cost allocation plans shall comply with provisions of 2 C.F.R part 200 et seq., entitled "Cost Principles for State, Local, and Indian Tribal Governments "and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."
- D. The Contractor must assure that costs claimed as direct costs are not duplicate costs claimed through the application of the indirect cost rate.

**10. Offset of Revenues, Non-Duplication of FFP, and Federal Audit Disallowance**

- A. To the extent that other funding sources have been paid or would pay for the costs at issue, FFP is not available and the costs must be removed from the total costs (2 C.F.R part 200 et seq.). The revenue offset categories which must be applied in developing the net costs include, but are not limited to:
  - 1. All unallowable federal funds, including not only federal grants but also federal payments for services under Medicare fee-for-service or encounter rates.
  - 2. All state expenditures which have been previously matched by the Federal Government (*includes Medicaid funds for medical assistance, such as the payment rate for services under fee-for-service or encounter rates*). Claims submitted will not be duplicative of Medicaid claims for costs that are part of the all-inclusive rate for direct patient care.
  - 3. Private insurance and other fees collected from non-governmental sources.
  - 4. All applicable credits must be offset against claims for Medicaid funds. Applicable credits refer to those receipts or reduction of expenditure type transactions that offset or reduce expense items allocable to federal awards as direct or indirect costs.
  - 5. A program may not claim any federal match for administrative activities if its total cost has already been paid by the revenue sources above. A government program may not be reimbursed in excess of its actual costs.
- B. Pursuant to W&I Code section 14132.47(g), DHCS shall be held harmless, in accordance with this section, from any federal audit disallowance and interest resulting from payments made to the Contractor for services under this contract, for a disallowed claim.

**Exhibit B**  
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- C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Administrative Claiming process activities, the DHCS shall recoup from the Contractor that submitted the disallowed claim, through offsets or by a direct billing, amounts equal to the amount of the disallowance and interest, in that fiscal year, for the disallowed claim. All subsequent claims submitted to the department applicable to any previously disallowed administrative activity or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- D. Notwithstanding the above paragraph, to the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Administrative Claiming process activities performed by an entity under contract with, and on behalf of, the Contractor, DHCS shall be held harmless by the Contractor for 100 percent of the amount of the federal audit disallowance and interest, for the disallowed claim.

**11. Requirements for FFP**

- A. The reimbursement LGAs receive for their Medi-Cal program expenditures is known as FFP. 42 Code of Federal Regulations part 433.51 provides that the amount expended for providing medical assistance must be "... certified by the contribution public agency as representing expenditures eligible for FFP." Section 1903(a) of Title XIX of the Social Security Act also provides language indicating states may receive an enhancement to the FFP. Section 1903(a) (2)(A) of the Social Security Act specifically indicates federal matching at 75 percent is attributable to the compensation and/or training of SPMP, and staff direct supporting such personnel of the State agency of any other public agency. For example, when the amounts expended for providing medical assistance "are attributable to the compensation or training of SPMP, and staff direct supporting such personnel", the FFP rate shall be 75 percent. Therefore, the FFP rate for a LGA claim with eligible and certified Medi-Cal expenditures performed by a SPMP, or staff direct supporting a SPMP, in the amount of \$100 would be \$75 ( $\$100 \times .75 = \$75$ ).
- B. In order to meet the CPE requirements and receive FFP, LGAs must obtain and maintain supporting documentation verifying: a) 100 percent of available revenue is specifically related to performing the administrative activities and services of the Medi-Cal program; b) 100 percent of the expenditures eligible for reimbursement are specifically related to performing the administrative activities and services of the Medi-Cal program; c) the expenditures eligible for reimbursement are restricted to the actual costs incurred; d) the funds expended to account for the actual cost are from revenue sources allowable under all applicable state and federal laws and regulations; e) the administrative activity and service expenditures of the Medi-Cal program are incurred prior to requesting FFP

**Exhibit B**  
Budget Detail and Payment Provisions

reimbursement. The contributing public agency must certify to their allowable expenditures for the actual costs of providing services and/or activities. Community-Based Organizations (CBOs) may not utilize their private funds or certify costs. CBOs may only utilize allowable CPE contributed by a Public Agency for the actual costs related to Medi-Cal eligible services and/or activities. If a LGA has a question regarding eligible CPE or actual cost at the claiming unit or CBO level, it should contact DHCS.

- C. Per 42 C.F.R. part 432.2 et seq., and part 433.1 et seq., SPMP, and direct supporting staff, eligible for enhanced funding are defined as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the Contractor. SPMPs do not include other non-medical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or of the Medi-Cal program.
- D. The 75 percent (enhanced) federal matching rate is only available for a Contractor that is contractually linked to DHCS to perform Medi-Cal Administrative Activities. The enhanced federal matching rate can be claimed for salaries, benefits, travel and training of SPMP and their direct supporting clerical staff who are in an employee-employer relationship with the Contractor and are involved in activities that are necessary for the proper and efficient administration of the Medi-Cal Program.
- E. 50 percent (non-enhanced) federal matching rate can be claimed for any of the Contractor's staff, or subcontractors, involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program. This includes claiming for SPMP and direct supporting clerical staff performing related activities that are non-enhanced. Additionally, the ability to claim SPMP under the MAA program is activity driven, not education based. Expenditures for the actual furnishing of medical services by SPMP do not qualify for reimbursement via Medi-Cal Administrative Claiming, as medical services are paid for in the fee-for-services system and managed care system.
- F. Qualifying SPMP costs may be matched at the 75 percent rate in proportion to the time worked by SPMP in performing those duties that require professional medical knowledge and skills, as evidenced by position descriptions, job announcements, or job classifications.

**Exhibit B**  
Budget Detail and Payment Provisions

**12. Federal Audit Disallowances**

- A. In addition to the indemnification required by Exhibit C, Provision 5, and notwithstanding any other provision of this agreement, the State shall be held harmless, in accordance with Provision 2, Budget Contingency Clause, paragraphs A and B, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code section 14132.47, and this agreement, less the amounts already remitted to the State.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for the Contractor has received reimbursement for CMAA, the State shall recoup from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that SFY, less any amount already remitted to the State for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed CMAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for CMAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the State shall be held harmless by that particular Contractor for 100 percent of the amount of any such final federal audit disallowance and interest less the amounts already remitted to the State for the disallowed claim.

**13. Dun and Bradstreet Universal Numbering System (DUNS)**

Notwithstanding Exhibit E. 7. A. 8. definition for vendor, CMAA providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (2 C.F.R. section 200 et seq., and specifically, 2 C.F.R. section 200.330). Consequently, as contractors, as distinguished from sub-recipients, a DUNS number is not required.

**Special Terms and Conditions**

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

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

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

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

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

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## 1. Federal Equal Opportunity Requirements

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

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

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

## 3. Procurement Rules

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

### a. Equipment/Property definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the

term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

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

## 5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

- (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
  - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
    - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
  - c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
  - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
  - e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
  - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
  - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
  - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

*"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."*
  - i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
  - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

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

## 7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

## 8. Site Inspection

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

## 9. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Termination

### a. For Cause

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

### b. For Convenience

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

## 11. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows,

methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

#### **b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or



default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

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

**d. Patent Rights**

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

**e. Third-Party Intellectual Property**

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

**f. Warranties**

- (1) Contractor represents and warrants that:
  - (a) It is free to enter into and fully perform this Agreement.
  - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
  - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and

disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.
- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided

that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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

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

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

#### **i. Survival**

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

### **12. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

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

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

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

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

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

## 15. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

## 16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

#### 17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
  - (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

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

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

## 18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

**19. Novation Requirements**

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

**20. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**21. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**23. Payment Withholds**

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

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

**24. Performance Evaluation**

(Not applicable to grant agreements.)

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



**25. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**26. Four-Digit Date Compliance**

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

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

**27. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**28. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**30. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

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

(Applicable only to nonprofit organizations.)

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

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

## f. Earned/Accrued Compensation

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

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

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

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

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

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

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

**32. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

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

### **33. Public Communications**

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

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

### **34. Compliance with Statutes and Regulations**

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

### **35. Lobbying Restrictions and Disclosure Certification**

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

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

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

b. Prohibition

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

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

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

County of Mono

Name of Contractor

Printed Name of Person Signing for Contractor

21-10014

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.



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

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

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

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



**Exhibit E**  
Additional Provisions

**1. Additional Incorporated Exhibits**

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. Contractors are required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the Contractor with copies of said documents at or before the agreement is presented to the Contractor for review, acceptance, and signature and will require acknowledgment of receipt. Periodic updates to the below listed documents will be presented to the Contractor under separate cover and acknowledgment of receipt will be required. DHCS will maintain on file, all documents referenced herein and any subsequent updates.

1. Policy & Procedure Letters (PPL)\*
2. DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan\*
3. CMAA Invoice Documents\*
4. CMAA Training Materials\*

\*View at [www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx)

**2. Priority of Provisions**

In the event of a conflict between the provisions of Exhibit A and any other exhibit of this contract, the CMAA Claiming Plan and federal and state law and policy concerning CMAA provisions of Exhibit A shall prevail.

**3. Amendment Process**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process, unless otherwise stipulated within this agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

**Exhibit E**  
Additional Provisions

**4. Cancellation/Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- C. The Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

**5. Contractor Responsibilities**

- A. The Contractor shall comply with 42 United States Code (USC), part 1396 et seq., 42 Code of Federal Regulations (CFR) part 400 et seq., and 45 CFR part 95, California Welfare and Institutions Code, Division 9, part 3, Chapter 7 (commencing with part 14000) and Chapter 8 (commencing with part 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with part 50000), all as periodically amended; State issued policy directives; 2 CFR part 200 et. Seq., as periodically amended.
- B. If the Contractor enters into contracts with other organizations to perform CMAA in support of the Contractor claiming administrative reimbursement, the Contractor shall have any contract to perform administrative activities under the auspices of the Medi-Cal Program available for State and/or Federal review.
- C. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors. Submission of a falsified CMAA invoice by a Contractor shall constitute a breach of contract. Submission of a CMAA invoice for which there is no supporting documentation by a Contractor may constitute a breach of contract.

**Exhibit E**  
Additional Provisions

- D. The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a convicted individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.
- E. Exclusion after conviction shall result regardless of any subsequent order under Part 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- F. Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.
- G. Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a breach of contract.
- H. LGA budget units that elect to participate in the CMAA and/or TCM programs are required to conduct time surveys to account for staff time spent performing Medi-Cal and non-Medi-Cal eligible services and activities. The time survey results are used in the determination of allowable Medi-Cal costs. The activities of staff providing Medi-Cal administration must be documented in accordance with the provisions of 42 CFR parts 432.50, 433.32, and 433.34, and 45 CFR parts 74 and 95, and 2 CFR part 200 et. Seq.
- I. All non-Medi-Cal related activities and direct patient care services shall be time surveyed to "Other Programs/Activities" or "Direct Patient Care" on the Time Survey form, as appropriate.

**Exhibit E**  
Additional Provisions

- J. The Contractor shall comply with enabling legislation, regulations, administrative claiming process directives, and the PPLs of DHCS Local Governmental Financing Division incorporated by reference in Exhibit E, Provision 1, which define program specific allowable CMAA.
- K. The Contractor shall provide to the State, comprehensive Medi-Cal Administrative Claiming Plan, in the format specified by the State. The claiming plan must be approved by the State and this agreement must be signed by both parties prior to the submission of CMAA invoices.
- L. The Contractor shall not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age, or sex.
- M. The Contractor shall ensure all applicable State and Federal requirements, as identified in Exhibit E, Provision 4, are met in performing CMAA under this agreement. It is understood and agreed that failure by the Contractor to ensure all applicable State and Federal requirements not met in performing CMAA under this agreement shall be sufficient cause for the State to deny or recoup payments to the Contractor and/or to terminate this agreement.
- N. Abide by the Business Associate Agreement (BAA) (Exhibit G), as incorporated herein and made part of this agreement by reference. Data released to LGAs is to be used solely for the purpose of verifying Medi-Cal eligibility of the beneficiaries. The data elements used are listed in "Attachment A".
- O. The Contractor shall submit a letter of intent to participate in the CMAA Program six months prior to the termination of this agreement for the purpose of extending the term of the agreement or initiating a new agreement, whichever is preferred by DHCS.
- P. When an amendment of the contract is necessary because the original projected expenditures shortfall the actual expenditures, a request must be submitted to DHCS at least 6 months prior to the end of the state fiscal year (SFY) for which additional funding is necessary. If this request is not received timely, the contract will not be amended to address the insufficient funding and subsequent affected invoices will not be paid.

**Exhibit E**  
Additional Provisions

**6. State Responsibilities**

- A. Review, approve, as appropriate, and process Contractor claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. Reimbursement shall be made subsequent to the quarter for which a claim for CMAA is made. Any claim that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.
- B. Provide the Contractor with a standardized format for the CMAA Invoice and CMAA Claiming Plan which will be disseminated through policy directives issued by the State.
- C. Review CMAA Claiming Plan and amendment(s) to the CMAA Claiming Plan. Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval. Any amendment to the CMAA Claiming Plan shall not require a formal amendment to the agreement but may instead be effected via written approval of the amended CMAA Claiming Plan signed by DHCS.
- D. Provide program monitoring and oversight including conducting site reviews at least once every four years for compliance with state and federal requirements and regulations. DHCS will retain ultimate responsibility for program oversight and policy interpretation.
- E. Submit approved CMAA Claiming Plans and amendments to the Centers for Medicare and Medicaid Services (CMS) for review and approval if required.
- F. Make available to Contractors, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures. Training material is to be developed by and/or approved by DHCS.

**7. Joint Responsibilities**

The State and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this agreement. Applicable laws include, but are not limited to, 42 USC. part 1396a(a)7, 42 CFR part 431.300, 45 CFR parts 160, 162, and 164, Welfare and Institutions Code, section 14100.2, and 22 CCR, section 51009.

**Exhibit E**  
Additional Provisions

**8. Audit**

- A. This provision supersedes Provision #4, entitled "Audit" in General Terms & Conditions (GTC 610). View Exhibit C at the following Internet site:  
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
- B. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and employees of the California Department of Justice, and the United States CMS, shall have the right to review, access, examine, monitor, audit, and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow interviews of any employees, or staff of any subcontractor, who might reasonably have information related to such records by either state and/or federal authorities. Contractor agrees to retain all necessary records for a minimum period of three (3) years after the end of the quarter in which the Contractor receives reimbursement for the expenditures incurred. If an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals, and/or disallowances, whichever is later, and if litigation has been initiated, all necessary records shall be retained until the final resolution of the litigation. The records shall fully disclose the type and extent of administrative activities performed by the appropriate staff. The Contractor shall furnish such documentation and any other information regarding the performance of and payment for CMAA, upon request, to the state or federal government.

**9. Definitions**

1. The following definitions are applicable to this Contract.
- A. "CFDA number" means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
- B. "Federal award" means federal financial assistance and federal cost- reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts used to buy goods or services from vendors.
- C. "Federal awarding agency" means the federal agency that provides an award directly to the recipient.
- D. "Federal program" means all federal awards to a non-federal entity assigned a single number in the CDFA.

**Exhibit E**  
Additional Provisions

- E. "Pass-through entity" means a non-federal entity that provides a federal award to a subrecipient to carry out a federal program.
  - F. "Recipient" means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
  - G. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.
  - H. "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided on OMB Circular A-133.
2. The definitions in Provision 7, Item A, shall be included in all of Contractor's contracts with subrecipients and vendors.
3. Additional definitions applicable to this Contract:
- A. "Direct charge" means to report CMAA costs for staff that perform Medi-Cal eligible activities either 100 percent of the time or in distinct and documented blocks of time.
  - B. "Medi-Cal percentage" means for some CMAA, LGAs claim allowable costs based on how many members of a group of people are Medi-Cal beneficiaries; this number is the Medi-Cal percentage. Costs are discounted (i.e. reduced) by the Medi-Cal percentage when the activity is directed toward a group of people that is only partly composed of Medi-Cal eligible persons. The Medi-Cal percentage is the fraction of a total population (target population) that consists of Medi-Cal beneficiaries. The numerator is the number of clients served by the claiming unit that are Medi-Cal beneficiaries, and the denominator is the total number of clients served by the claiming unit. Discount methods approved by DHCS and CMS for calculating the Medi-Cal percentage discount may be utilized.

**Exhibit E**  
Additional Provisions

**10. Identification of Contractor versus Subrecipient**

DHCS has classified this Agreement as a procurement contract. Therefore, the Contractor is considered a contractor, and not a subrecipient, for the purposes of U.S. Office of Management and Budget Uniform Guidance pursuant to 2 CFR 200.330.”



## Contractor's Release

### Instructions to Contractor:

**With final invoice(s) submit one (1) original and one (1) copy.** The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

### Submission of Final Invoice

Pursuant to **contract number** 21-10014 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** \_\_\_\_\_, in the **amount(s) of \$** \_\_\_\_\_ and **dated** \_\_\_\_\_.  
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

### Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

### Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

### Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

### Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE**

Contractor's Legal Name (as on contract): County of Mono

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

**Distribution:**          Accounting (Original)          Program

**Exhibit G**  
**Business Associate Addendum**

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
  - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.
  - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

## 8. Compliance with Other Applicable Law

- 8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

## 9. Additional Responsibilities of Business Associate

9.1 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

### 9.2 Safeguards and Security.

- 9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to
- 9.2.2.1 NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53
- 9.2.2.2 FedRAMP – Federal Risk and Authorization Management Program
- 9.2.2.3 PCI – PCI Security Standards Council
- 9.2.2.4 ISO/IEC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002
- 9.2.2.5 IRS PUB 1075 – Internal Revenue Service Publication 1075
- 9.2.2.6 HITRUST CSF – HITRUST Common Security Framework
- 9.2.3 Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon

a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

**9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

**9.2.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

**9.2.6** Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

**9.3 Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

**10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

**11. Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

**12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

**13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

**14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

**15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

**16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**17. Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

**18. Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

**18.1 Notice to DHCS.**

**18.1.1** Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

**18.1.2** Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:

**18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

**18.1.2.2** Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

**18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

**18.1.2.4** Potential loss of confidential data affecting this Agreement.

**18.1.3** Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

**18.1.3.1** Prompt action to mitigate any risks or damages involved with the security incident or breach; and

**18.1.3.2** Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

**18.2 Investigation.** Business Associate shall immediately investigate such security incident or confidential breach.

**18.3 Complete Report.** To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional

information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate’s determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate’s corrective action plan.

**18.3.1** If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

**18.4 Notification of Individuals.** If the cause of a breach is attributable to Business Associate or its agents, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

**18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

**18.6 DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>

**19. Responsibility of DHCS.** DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

**20. Audits, Inspection and Enforcement**

**20.1** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

**20.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

**21. Termination**

- 21.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:
- 21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or
  - 21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.
- 21.2 Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

## **22. Miscellaneous Provisions**

- 22.1 Disclaimer.** DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.
- 22.2. Amendment.**
- 22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
  - 22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.
- 22.3 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.
- 22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.
- 22.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE ADDENDUM**

**Exhibit G. Attachment I**  
**Data Files**

The following data files will be provided pursuant to this Agreement:

**Local Governmental Agency (LGA)**

Each LGA will receive a list of beneficiaries who received County-Based Medi-Cal Administrative Activities (CMAA) from the LGA. The list may provide the following information, as necessary, for each beneficiary who received CMAA.

1. Social Security Number
2. Last Name
3. First Name
4. Middle Initial
5. Date Of Birth
6. Match Individual
7. Eligibility
8. Month of Eligibility
9. Currently a Medi-Cal beneficiary
10. Fee for Service or Managed Care beneficiary
11. Managed Care Organization (MCO) Name (Most recent MCO that beneficiary is/was enrolled in)





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 11, 2021

**TIME REQUIRED**

**SUBJECT**

Bridgeport Regional Planning  
Advisory Committee (RPAC) Request  
for Action to Change Fishing  
Regulations on the East Walker River

**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 Bridgeport Valley RPAC requesting the Board of Supervisors work with the California Department of Fish and Wildlife to revert regulations on the East Walker River to the regulations that existed immediately prior to March 1, 2021.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** April Sall

**PHONE/EMAIL:** 760-932-5423 / asall@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Letter</a></p>
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**History**

Time	Who	Approval
5/3/2021 8:41 AM	County Counsel	Yes
4/29/2021 4:49 PM	Finance	Yes
5/7/2021 1:52 PM	County Administrative Office	Yes

**BRIDGEPORT VALLEY**  
**Regional Planning Advisory Committee**

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PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800 phone, 924.2801 fax  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

PO Box 8  
Bridgeport, CA 93517  
760.932.5420 phone, 932.5431 fax  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

April 13, 2021

John Peters, Mono County Board of Supervisors District 4  
c/o Clerk of the Board  
PO Box 715  
Bridgeport, CA 93517

Re: RPAC requests action to change fishing regulations on the East Walker River

The Bridgeport Regional Advisory Committee (RPAC) is concerned about the recent changes in fishing regulations on the East Walker River.

For many years, the East Walker River has been a premier destination for fly fishing in the Eastern Sierra. For over 15 years this body of water has been available for year-round fishing providing a vital economic and recreational opportunity for the Bridgeport community.

We feel most recent change to the fishing regulations which restrict the season to the last Saturday in April – November 15, and will allow barbed hooks and greater bag limits, will have a devastating effect to the fishery as well as the economic viability for year round recreation in the Bridgeport region.

The final changes to this regulation did not appear in any of the drafts for this body of water and was a surprise to everyone in this community.

The Bridgeport RPAC respectfully request the Board of Supervisors works with the California Department of Fish and Wildlife to revert to regulations on the East Walker River to the regulations that existed immediately prior to March 1, 2021.

We ask that the Board of Supervisors consider this request and thank you for your consideration.

Sincerely,



Jimmy Little, Chair Bridgeport RPAC



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 11, 2021

**TIME REQUIRED**

**SUBJECT** Letters re: Conway Ranch  
Management

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Letters from Laura Cunningham, California Director with Western Watersheds Project, and Ilene Mandelbaum, Lee Vining resident, regarding Conway Ranch Management.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Queenie Barnard

**PHONE/EMAIL:** 760-932-5534 / qbarnard@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Letter - Cunningham</a>
<a href="#">Letter - Mandelbaum</a>

**History**

Time	Who	Approval
4/28/2021 9:55 AM	County Counsel	Yes
4/29/2021 4:49 PM	Finance	Yes
5/7/2021 1:52 PM	County Administrative Office	Yes



**Laura Cunningham**  
**California Director**  
**Western Watersheds Project**

102551 Cedar Canyon Rd., Cima CA 92323

Mailing: PO Box 70, Beatty, NV 89003

tel: (775) 513-1280

email: [lcunningham@westernwatersheds.org](mailto:lcunningham@westernwatersheds.org)

web site: [www.westernwatersheds.org](http://www.westernwatersheds.org)

*Working to protect and restore Western Watersheds and  
Wildlife*

Board of Supervisors, County of Mono  
c/o Clerk of the Board Shannon Kendall  
PO Box 715  
Bridgeport CA 93517

Justin Nalder  
Mono County Department of Public Works  
PO Box 457  
74 N. School St.  
Bridgeport CA 93517

Via email: [skendall@mono.ca.gov](mailto:skendall@mono.ca.gov), [jnalder@mono.ca.gov](mailto:jnalder@mono.ca.gov), [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov)

April 23, 2021

**RE: Conway Ranch Management Recommendations**

Dear Mr. Nalder and Honorable Supervisors,

We are providing additional comments on the February 9 decision by the Board of Supervisors that approves a 5-year lease on the currently ungrazed Conway Ranch property that is a popular open space preserve. We recently undertook a field trip with local experts, and began our own independent baseline surveys for future monitoring. We have several recommendations for management of cattle grazing and associated infrastructure, after thoroughly walking the property this April, 2021.

Western Watersheds Project is a non-profit organization with more than 12,000 members and supporters. Our mission is to protect and restore western watersheds and wildlife through education, public policy initiatives, and legal advocacy.

On April 7, 2021, I accompanied local experts Ilene Mandelbaum and Lynn Boulton on a field visit to the Conway Ranch preserve. Our observations are described below, and then our recommendations are listed. In addition, I attach as an Appendix a study I am undertaking on the utilization pressure by grazing on an important native Sierran meadow grass: Tufted hairgrass (*Deschampsia cespitosa*), that should be monitored closely during cattle grazing as a key species.

**1. Range Condition Field Observations**

On April 7, we first visited the northern area where 168 cow-calf pairs are approved to be grazed for the first 5-year lease, then apparently an increased stocking rate thereafter. In the 1970s, the Conways grazed only a few cattle on the property—16 cows (I. Mandelbaum pers. communication). Thereafter, sheep were grazed on the ranch until 2017, when conflicts with domestic sheep disease transmission to California state and federally endangered Sierra Nevada bighorn sheep necessitated retirement of domestic sheep from the area.

Next we visited the southern portion of the Conway Ranch property, including Wilson Creek.

The photos and observations show a current baseline of meadow, spring, and riparian conditions after a needed rest from livestock grazing.

Starting at the north side of Conway Ranch next to an old ranch building, we walked westward and surveyed the meadows. We encountered a few old sheep bones, but the largely native wet meadows have recovered very well from past livestock grazing. Native rhizomatous rush (*Juncus* spp.), sedge (*Carex* spp.), and tufted hairgrass (*Deschampsia cespitosa*) dominated. Other meadow graminoid species identified include saltgrass (*Distichlis spicata*), berntgrass (*Agrostis* sp.), spike-sedge (*Eleocharis* sp.), and mat muhly (*Muhlenbergia richardsonis*). This is a very tentative species list. Surveys during the growing season are needed to establish a better baseline for meadow species present.

We found almost no invasive non-native weeds here, perhaps a few annual mustards (Brassicaceae). Little to no bare ground was encountered, except in the vicinity of the old ranch buildings.

Snow had melted off approximately two weeks ago, so the previous-year's growth of sedges, rushes, and grasses was laid down, and new green blades just beginning to emerge with warmer weather. Mono County is concerned about "thatch" as a fire fuel, yet snow knocks down much of the previous year's growth, and helps build healthy soils and spring-brook systems. And similar rush-sedge meadows on the southern part of the ranch have the same kind of thatch—yet these are not going to be grazed but are closer to the town of Mono City. This needs further discussion.

Shrubby big sagebrush (*Artemisia tridentata*), and uncommon rubber rabbitbrush (*Ericameria nauseosa*) were found on the perimeter of the open meadow. Rabbitbrush tends to invade meadows if they are overgrazed and bare ground increases.

Wild rose (*Rosa* sp.) thickets were found in places in boggy ground along spring flow in the wet meadows, recovering from sheep grazing.

Willow (*Salix* sp.) thickets are present in the meadows, and several age-classes are apparent that show a history of grazing and rest. Large bushy trees are recovering from livestock browselines. Smaller thickets of new sapling willows are growing after livestock browsing release. These will be impacted by new cattle grazing.

An aspen (*Populus tremuloides*) grove grows on the north side of the dry ditch on the northern edge of the meadow. This should be inventoried and protected from grazing.

Native meadow forbs we observed include iris (*Iris* sp.), cinquefoil (*Potentilla* sp.), white yarrow (*Achillea millefolium*), and many other species that need a survey during the growing season before cattle are introduced onto this native meadow habitat.

Numerous springs, spring-brooks, wet meadows, and boggy areas are present on this recovering meadow, and need much better mapping and delineation. Most were recovering from visible headcut remnants, downcutting of banks, and other grazing-related impacts. Spring heads were clear and some held small populations of duckweed (*Lemna* sp.)—often an indicator of clean, freshwater spring flow. Spring banks and brook flows had nearly 100% cover of rhizomatous rush and sedge, as well as perennial bunchgrasses such as tufted hairgrass, resulting in no erosion, no bare ground, and deep channels in an upward trend for healthy functioning condition. Some bogs had a small growth of cattails (*Typha* sp.)

We searched for any populations of bog violet (*Viola nephrophila*) in mapped sites in bogs, and did not conclusively find this species. We did find some wetland forbs just emerging after snowmelt. These need baseline surveys and possible protection. The bog violets serve as crucial butterfly larval habitat, and cattle grazing has unknown impacts on these species—more scientific study needs to be undertaken.

We found a downed grazing enclosure on the north end of the Conway Ranch pasture (see Appendix 1 for photo-point). The barbed-wire fence line was in disrepair, including sage-grouse flags on its top-wire. The old enclosure fenced several spring openings and a coalesced spring flow downslope into the meadow. The springs had deep channels without chiseling by cattle hooves or bank alteration, but a springy vegetation of sedges (*Carex*), tufted hairgrass, and possibly creeping wildrye (*Elymus triticoides*).

Invasive non-native plants we observed in the north pasture included small areas of curly dock (*Rumex crispus*), European timothy (*Phleum pratense*) from past haying operations, thistle (*Cirsium* sp.), mustard (Brassicaceae), mullein (*Verbascum* sp.), and some Kentucky bluegrass (*Poa pratensis*). The meadows in general were in our observations consisting of almost 90% native species, and very little introduced weeds. But with cattle grazing, soil disturbance, and bare ground increase, areas of weed spread could open up.

Good wildlife habitat was observed through the Conway Ranch area. A herd of mule deer (*Odocoileus hemionus*) was seen walking across the meadows. Deer scat was observed in places in the sedge-rush meadows. Some willow groves had deer-browsed twigs and antler-horning areas where bucks rub their antlers on willow trunks to remove velvet for the rut. Deer had been rubbing dry ditch walls in the old fishery complex to remove winter fur. Montane vole (*Microtus montanus*) sign was seen as small burrow holes in the meadow sedges throughout the north and south pastures. Birds observed include: black-billed magpie, American pipit, turkey vulture, and Brewer's blackbird.

Excellent wildlife habitat exists along Wilson Creek in the southern portion of Conway Ranch, where beavers (*Castor canadensis*) have constructed dams, creating pooled-up stream reaches behind the dams. During wet years these beaver dams create lakes that flood a wider portion of the adjacent floodplain. During this drought year, the slow-moving runs and pools still create excellent habitat for herons and egrets. We saw an American pipit along this flooded stream. Coyote scat was also observed.

This beaver-dam stretch of Willow Creek was healing from past downcutting, erosion, and bank destabilization (as still visible below the beaver dam), and the flooded reaches were building bank vegetation and reconnecting the older trenched stream channel back with its floodplain. Native wet meadow vegetation was reforming along the banks: tufted hairgrass, rush, sedge, rough bentgrass (*Agrostis scabra*), and meadow barley (*Hordeum jubatum*).

Sage-grouse upland habitat should also be better considered in future grazing plans. Observers have found sage-grouse sign in the sagebrush upland habitat on the eastern side of the Conway Ranch property recently. These areas should be carefully surveyed for Bi-State Distinct Population Segment of Greater sage-grouse (now petitioned for listing under the Endangered Species Act), and sage-grouse areas fenced off from cattle grazing. Sage-grouse require adequate cover of native perennial bunchgrasses, sagebrush, and other Great Basin vegetation in order to hide from predators such as ravens, which have artificially increased in numbers locally due to garbage dumps, livestock watering facilities and associated cattle stillborn births, dead cows left on the range, and human-associated food sources. This is a huge threat to this declining species, and mitigation measures need to be analyzed for Conway Ranch.

## **2. Recommendations**

- a. A Stakeholders Group should be formed of interested local citizens, environmental groups, agencies, and the ranch lessee in order to discuss monitoring and results. Meetings should be held twice a year by online meeting or field site-visit.
- b. After the first 5-year lease is ended, have a full environmental review under the California Environmental Quality Act (CEQA) to renew the lease under an Environmental Impact Report where full public participation is encouraged. Water quality impacts alone from cattle grazing and manure and cow urine entering Mono lake, with accompanying Nitrogen and Phosphorus inputs, could be significant. After the first 5 years of cattle grazing, impacts need to be carefully weighed and mitigation and Best Management Practices analyzed publically, with a full public scoping process. Only then should the lease be considered for renewal or changes in order to conserve natural resources and public value to this tax-supported project.
- c. All springs should be inventories, mapped, and fenced off to cattle grazing. There is a resurgence of natural Sierra snowmelt springwater flow, not connected with some of the artificial ditches (many of which are now dry), and these springs should be conserved from grazing. They are recovering from past grazing in an upward trend.
- d. Meadows should be monitored for increasing bare ground and rabbitbrush increase due to heavy grazing pressure.
- e. Willow thickets should be monitored for cattle browse-lines, and areas of willows should be fenced off from cattle grazing in order to preserve them as wildlife habitat.

- f. The aspen groves should be fenced off from cattle.
- g. Surveys during the growing season are needed to establish a better baseline for meadow species present.
- h. We recommend certain populations of bog violet be fenced off from cattle grazing, and monitored for 5 years as control plots to compare with bog violet populations that are allowed to be grazed. More information is needed on how cattle grazing impacts this species and associated butterfly populations.
- i. The old grazing enclosure should be repaired and monitored for a comparison with grazed meadow conditions. It should be permanent.
- j. A suite of meadow, spring, and riparian conditions should be monitored, not simply dry residue at the end of the grazing season.
- k. Wilson Creek should be buffered from any cattle grazing on its north side, and fences moved 100 feet away from the high-water line on the floodplain.
- l. Sage-grouse are apparently returning to Conway Ranch, and should be carefully surveyed, monitored, and habitat with adequate cover from predation conserved from cattle grazing. Fences should be tagged.

We undertook a baseline Ecological Site measurements of soil type and vegetation cover in the north pasture, and will be using this for independent monitoring purposes.

Thank you for considering these comments. Western Watersheds Project thanks you for this opportunity to assist Mono County by providing recommendations for how to manage this grazing lease up to the highest standards to conserve natural resources and wildlife. Please keep Western Watersheds Project informed of all further substantive stages in this and related CEQA processes and documents by contacting me at [lcunningham@westernwatersheds.org](mailto:lcunningham@westernwatersheds.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "Laura Cunningham", is centered below the text "Sincerely,".

Laura Cunningham  
California Director  
Western Watersheds Project  
Cima CA 92323  
Mailing: P.O. Box 70  
Beatty NV 89003

Appendix 1. Photos from site visit.



Appendix 2. Attached report on tufted hairgrass utilization.

**Appendix 1. Photos of April 7, 2021 site visit to Conway Ranch.**



View of disturbed ground around old barn, north pasture, looking south across Conway Ranch.



Great Basin  
wildrye  
bunch.



Native rush-sedge meadows after snowmelt.



Mule deer scat  
in north  
pasture.



Native  
rhizomatous  
rush, north  
pasture.



Spring brook flowing in boggy meadow.

New green forbs emerging in bog.



Native sedge (*Carex*) bog and spring brook.



Tufted hairgrass in north pasture meadow.



Willows with deer antler rubs from rut.



Vole burrow in meadow  
vegetation.



*Carex* sedge emerging after snowmelt.



Spring emerging from meadow and flowing south. This should be fenced.



Spring with *Lemna*.





Tufted hairgrass in meadow-bog by spring.



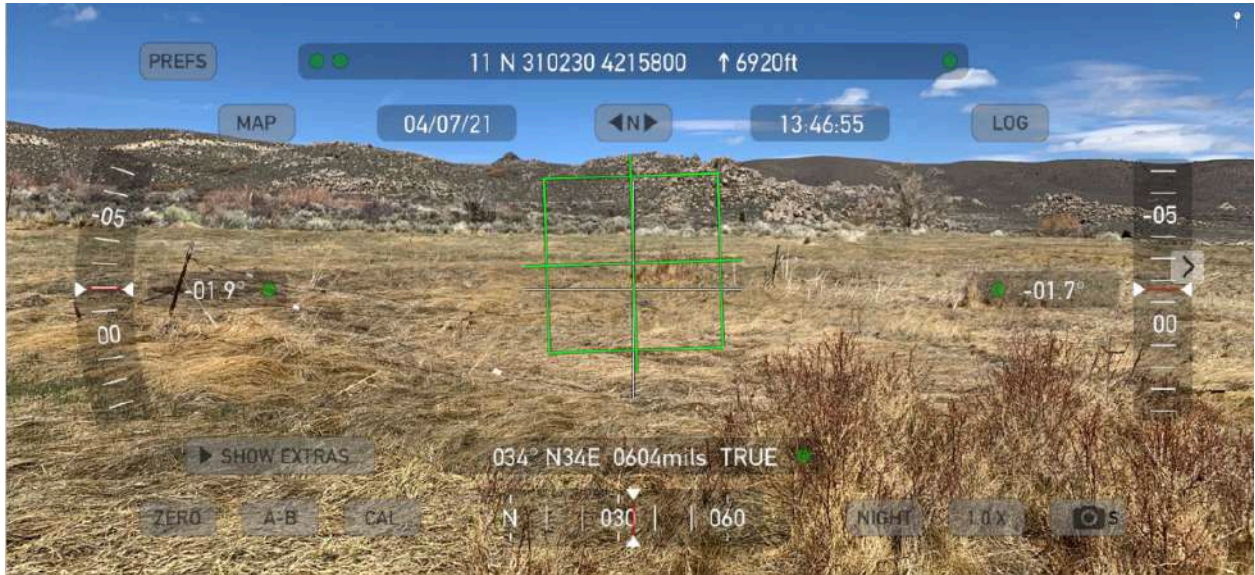
Willow recovering from sheep-browsing.



Ditch dry,  
running along  
north side of  
the north  
pasture.



Dry ditch.



Old grazing enclosure location.



Old grazing enclosure broken fence.



Springs and flow with dense rush-sedge meadow vegetation inside the old grazing exclosure. This should be repaired.

Deep spring brook channel inside exclosure.



Deep spring brook channel inside exclosure. Sedge, rush, and tufted hairgrass.



Deep spring emerging  
inside old grazing  
exclosure.



Spring emerging inside enclosure.



Pooled stream channel of Wilson Creek above the beaver dam in the south pasture at Conway Ranch. Cattle should be fenced out with a 100-foot buffer of the high-water mark.



Below the beaver dam, Wilson creek shows down-trenching and erosion.



April 23, 2021

To: Tony Dublino, Director  
Justin Nalder  
Mono County Department of Public Works

cc: Mono County Board of Supervisors

Dear Tony and Justin,

I am following up from my conversation with Director Dublino on Thursday, April 22, 2021. This letter concerns my request that the naturally flowing springs and seeps located to the west of the main ranch house on Conway Ranch, which I and others have observed in visits made to Conway Ranch this spring, should be protected from trampling by cattle or from dewatering for the purpose of providing water for cattle. I ask that the former enclosure at the headwaters of these areas, now in disrepair, be rebuilt and this fenced enclosure be expanded to include the full length of the downstream channels now carrying water and a buffer to either side encompassing the vegetation supported by the high water table of the area.

My reasoning is: if the foremost purpose of the Conway Ranch Conservation Easement is to protect the natural resources of the ranch, then unique habitats such as natural springs and seeps which are still functional, and would function without irrigation, should be protected from degradation by other management practices, such as grazing. This is all the more important during the severe drought we are now experiencing.

It is my belief that the principle intent of the new cattle grazing lease is to compensate an irrigator for the work maintaining the artificial irrigation of the ranch's meadow habitats. It would be ironic if the rare and biologically important natural spring habitats were intentionally degraded for the purpose of supporting cattle grazing.

Therefore, it stands to reason that the natural springs and seeps which we have observed to be carrying water to the west of the main ranch houses, should be fenced and protected from trampling by cattle or from dewatering by piping the water to other locations for the purpose of providing water for cattle.

In her letter to you of April 22, 2021, Laura Cunningham, of Western Watersheds notes:

“Numerous springs, spring-brooks, wet meadows, and boggy areas are present on this recovering meadow, and need much better mapping and delineation. Most were recovering from visible headcut remnants, downcutting of banks, and other grazing-related impacts. Spring heads were clear and some held small populations of duckweed (*Lemna* sp.)—often an indicator of clean, freshwater spring flow. Spring banks and brook flows had nearly 100% cover of rhizomatous rush and sedge, as well as perennial bunchgrasses such as tufted hairgrass, resulting in no erosion, no bare ground, and deep channels in an upward trend for healthy functioning condition. Some bogs had a small growth of cattails (*Typha* sp.)

We searched for any populations of bog violet (*Viola nephrophila*) in mapped sites in bogs, and did not conclusively find this species. We did find some wetland forbs just emerging after snowmelt. These need baseline surveys and possible protection. The bog violets serve as crucial butterfly larval habitat, and cattle grazing has unknown impacts on these species—more scientific study needs to be undertaken.

We found a downed grazing enclosure on the north end of the Conway Ranch pasture (see Appendix 1 for photo-point). The barbed-wire fence line was in disrepair, including sage-grouse flags on its top-wire. The old enclosure fenced several spring openings and a coalesced spring flow downslope into the meadow. The springs had deep channels without chiseling by cattle hooves or bank alteration, but a springy vegetation of sedges (*Carex*), tufted hairgrass, and possibly creeping wildrye (*Elymus triticoides*).”

I send a few photos of the spring channels and seeps in question, please see attached:

1. Springhead with former exclosure staking.
2. Channel carrying spring water and joined by additional channels from the west.
3. Emerging wetland vegetation in the spring channels.
4. Seep adjacent to the spring channels.
5. Spring channel with intact vegetated banks flowing south.
6. Further south, spring channel recovering from trampling and chiseling.
7. Spring channel is finally diverted into a ditch running east into hard pan depression.

I also support the other requests made in letters from Laura Cunningham and Lynn Boulton that the cattle grazing allotments scheduled this year for Conway Ranch be subject to the following activities and modified in the following ways:

From Laura Cunningham's letter:

1. A Stakeholders Group should be formed of interested local citizens, environmental groups, agencies, and the ranch lessee in order to discuss monitoring and results. Meetings should be held twice a year by online meeting or field site-visit.
2. All springs should be inventories, mapped, and fenced off to cattle grazing. There is a resurgence of natural Sierra snowmelt spring water flow, not connected with some of the artificial ditches (many of which are now dry), and these springs should be conserved from grazing. They are recovering from past grazing in an upward trend.
3. Meadows should be monitored for increasing bare ground and rabbitbrush increase due to heavy grazing pressure.

4. Willow thickets should be monitored for cattle browse-lines, and areas of willows should be fenced off from cattle grazing in order to preserve them as wildlife habitat.
5. The aspen groves should be fenced off from cattle.
6. Surveys during the growing season are needed to establish a better baseline for meadow species present.
7. We recommend certain populations of bog violet be fenced off from cattle grazing, and monitored for 5 years as control plots to compare with bog violet populations that are allowed to be grazed. More information is needed on how cattle grazing impacts this species and associated butterfly populations.
8. The old grazing enclosure should be repaired and monitored for a comparison with grazed meadow conditions. It should be permanent.
9. A suite of meadow, spring, and riparian conditions should be monitored, not simply dry residue at the end of the grazing season.
10. Wilson Creek should be buffered from any cattle grazing on its north side, and fences moved 100 feet away from the high-water line on the floodplain.
11. Sage-grouse are apparently returning to Conway Ranch, and should be carefully surveyed, monitored, and habitat with adequate cover from predation conserved from cattle grazing. Fences should be tagged.
12. After the first 5-year lease is ended, have a full environmental review under the California Environmental Quality Act (CEQA) to renew the lease under an Environmental Impact Report where full public participation is encouraged. Water quality impacts alone from cattle grazing and manure and cow urine entering Mono Lake, with accompanying Nitrogen and Phosphorus inputs, could be significant. After the first 5 years of cattle

grazing, impacts need to be carefully weighed and mitigation and Best Management Practices analyzed publicly, with a full public scoping process. Only then should the lease be considered for renewal or changes in order to conserve natural resources and public value to this tax-supported project.

We request that a small group of monitors be allowed access to the areas in question for the purpose of monitoring during the grazing season.

I would appreciate that my letter as well as the letters from Laura Cunningham and Lynn Boulton be shared with the Hunewill Ranch lease holder. We would be interested in walking the ranch with you and the Hunewills to review these issues on the ground before the fencing plan is finalized and implemented.

Thank you very much,

Ilene Mandelbaum  
PO Box 89  
Lee Vining, CA 93541  
monogreens@aol.com



















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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 11, 2021

**TIME REQUIRED**

**SUBJECT** Application for Alcoholic Beverage License - The Basin Cafe

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Banta Enterprise LLC doing business as The Basin Cafe located at 349 Lee Vining Ave., Lee Vining, CA 93541.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Queenie Barnard

**PHONE/EMAIL:** 760-932-5534 / qbarnard@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">ABCApp</a>

**History**

Time	Who	Approval
5/6/2021 5:01 PM	County Counsel	Yes
5/6/2021 3:23 PM	Finance	Yes
5/7/2021 1:52 PM	County Administrative Office	Yes

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)**

ABC 211 (6/99)

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

File Number: **625833**  
 Receipt Number: **2667738**  
 Geographical Code: **2600**  
 Copies Mailed Date: **April 23, 2021**  
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **BANTA ENTERPRISE LLC**

Name of Business: **THE BASIN CAFE**

Location of Business: **349 LEE VINING AVE  
 LEE VINING, CA 93541**

County: **MONO**

Is Premises inside city limits? **No** Census Tract: **0001.02**

Mailing Address:(If different from premises address) **PO BOX 345  
 LEE VINING, CA 93541**

Type of license(s): **41** Dropping Partner: Yes  No

Transferor's license/name:

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
41 - On-Sale Beer And Wine - Eating P	ORI	Y			

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	ADD PRIMARY LICENSE TYPE	NA	0	04/22/21	\$905.00
Application Fee	STATE FINGERPRINTS	NA	2	04/22/21	\$78.00
Application Fee	FEDERAL FINGERPRINTS	NA	2	04/22/21	\$48.00
41 - On-Sale Beer And Wine - Eat	ANNUAL FEE	NA	0	04/22/21	\$455.00
<b>Total</b>					<b>\$1,486.00</b>

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

STATE OF CALIFORNIA County of MONO Date: April 22, 2021

Applicant Name(s)

**BANTA ENTERPRISE LLC**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 11, 2021

**Departments: Veteran Services**

**TIME REQUIRED** 10 minutes

**SUBJECT** Inyo-Mono County Veteran Services  
Officer Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Gordon Greene, Inyo-Mono County  
Veteran Services Officer

**AGENDA DESCRIPTION:**

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

Receive report from Inyo-Mono County Veteran Services Officer.

**RECOMMENDED ACTION:**

Receive report and provide staff direction.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Robert C. Lawton

**PHONE/EMAIL:** 760-932-5415 / rlawton@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
4/28/2021 9:54 AM	County Counsel	Yes
4/29/2021 3:57 PM	Finance	Yes
5/7/2021 1:51 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 11, 2021

**Departments:** Mountain View Fire Emergency Operations Center

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Justin Nalder, EOC Director

**SUBJECT** Mountain View Fire Update

**AGENDA DESCRIPTION:**

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

Update on the Mountain View Fire in Walker, California.

**RECOMMENDED ACTION:**

Receive update from Incident Command for the Mountain View Fire and involved staff regarding impacts of the fire, recovery efforts, County response, debris removal and related topics. Provide any desired direction to staff.

**FISCAL IMPACT:**

No impact from this update.

**CONTACT NAME:** Justin Nalder

**PHONE/EMAIL:** 760-932-5453 / jnalder@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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No Attachments Available

**History**

Time	Who	Approval
5/6/2021 5:12 PM	County Counsel	Yes
5/6/2021 10:48 AM	Finance	Yes
5/7/2021 1:51 PM	County Administrative Office	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 11, 2021

**Departments: Finance**

<b>TIME REQUIRED</b>	Item scheduled to start at 10:00 AM (40 minutes - 30 minutes presentation; 10 minutes discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Russ Branson, Consultant, Janet Dutcher, Finance Director
<b>SUBJECT</b>	General Fund Long-term Forecast and Scenario Modeling		

**AGENDA DESCRIPTION:**

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

Russ Branson, consultant, will present the results of a General Fund long-term fiscal forecast that includes modeling several policy scenarios and demonstrating the effects each has on the County's carryover and existing reserve balances. Long-term fiscal forecasting is a key financial resiliency behavior and will assist the Board in understanding the future consequences of current day decisions.

**RECOMMENDED ACTION:**

None. Presentation for discussion only.

**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:**

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<a href="#">Staff Report</a>
<a href="#">Presentation</a>

**History**

Time	Who	Approval
5/3/2021 8:42 AM	County Counsel	Yes
5/6/2021 3:16 PM	Finance	Yes
5/7/2021 1:51 PM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE

## AUDITOR-CONTROLLER

### COUNTY OF MONO

---

*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM, MPA*  
Director of Finance

*Gerald Frank*  
Assistant Finance Director  
Treasurer - Tax Collector

**Date:** May 11, 2021

**To:** Honorable Board of Supervisors

**From:** Janet Dutcher, Finance Director  
Megan Mahaffey, Accountant II

**Subject:** General Fund Long-term Forecast and Scenario Modeling

#### **Discussion**

The Government Finance Officers' Association (GFOA) identifies long-term financial planning as a best practice leading to better fiscal management of public resources. From our discussions about the importance of fiscal strengthening, we know that planning five years or more in advance is a characteristic of fiscally resiliency organizations, a strategic priority Mono County adopted back in 2018. Another perspective about long-term financial planning is it combines the forecasting of revenues and expenditures over a three-to-five-year period while also incorporating modeling of strategic decision making. This results in the powerful advantage of having awareness and understanding about whether choices made today risk our future financial stability and jeopardize our continuing to meet community needs. Most importantly, it alerts us to identify those steps we can take between now and then to avoid having to face undesirable financial consequences.

In January 2021, the County engaged Russ Branson to prepare the General Fund (GF) multi-year financial forecast. Today's agenda item presents the product of this work between Russ and County staff.

The presentation will cover the topics on the list below. Data underlying the forecast and modeling include historical results from prior years and recent budgets. Key take-away points users should look for during the presentation are highlighted. As a reminder, only the County's GF is the scope for this presentation.

- ***Review of revenues and expenses***
  - Revenues are stable but growth opportunities limited
  - Revenue growth (1.6% to 2.1% per year) is less than inflation
  - Personnel costs make up 67% of the budget
  - Expenditure growth has been 4.9% per year, primarily from salaries and benefits
- ***Evaluation of financial health***
  - Expense growth exceeds revenue growth
  - Actual results more positive than budget projections (or budget projections are more negative than actual results)

- Fund balance includes GF assigned and unassigned balances (spendable portions) plus economic stabilization and general reserve accounts
- Our current strong fund balance position is threatened by the imbalance between expense and revenue growth rates (ie..4.9% versus 1.6 to 2.1%)
- **Baseline budget forecast (FY 21 – FY 26)**
  - Assuming past results predict the future
  - Fund balance (including reserves) becomes negative in FY 24 and exceeds a negative \$4 million by FY 26
- **Alternative forecasts (scenario modeling)**

Scenario #	Scenario Description	Outcome
1*	Adjust for historic under-spending of the budget	Fund balance stabilizes at just under \$6 million
2	Higher property taxes and TOT revenues while spending remains the same	Fund balance rises quickly to \$9 million and would continue climbing
3	COLAs match inflation	Fund balance is \$0 by FY 26
4	Incorporate annual capital investments (\$1.5 million per year)	Fund balance turns negative by FY 24
5	All of the above scenarios combined together	Fund balance turns negative by FY 24

\* included in scenarios 2 to 5.

*For the above, remember that fund balance includes GF spendable carryover plus the balance in the economic stabilization account plus the balance in the general reserve account.*

- **Budget perspectives**
  - Critical to offer competitive wages and benefits
  - Critical to invest in infrastructure replacement and take care of deferred maintenance
  - Critical to set aside for future needs
  - Even more critical to structurally balance revenues and expenses

# Mono County

General Fund Long-Term 10-Year Forecast

May 11, 2021

# Presentation Overview

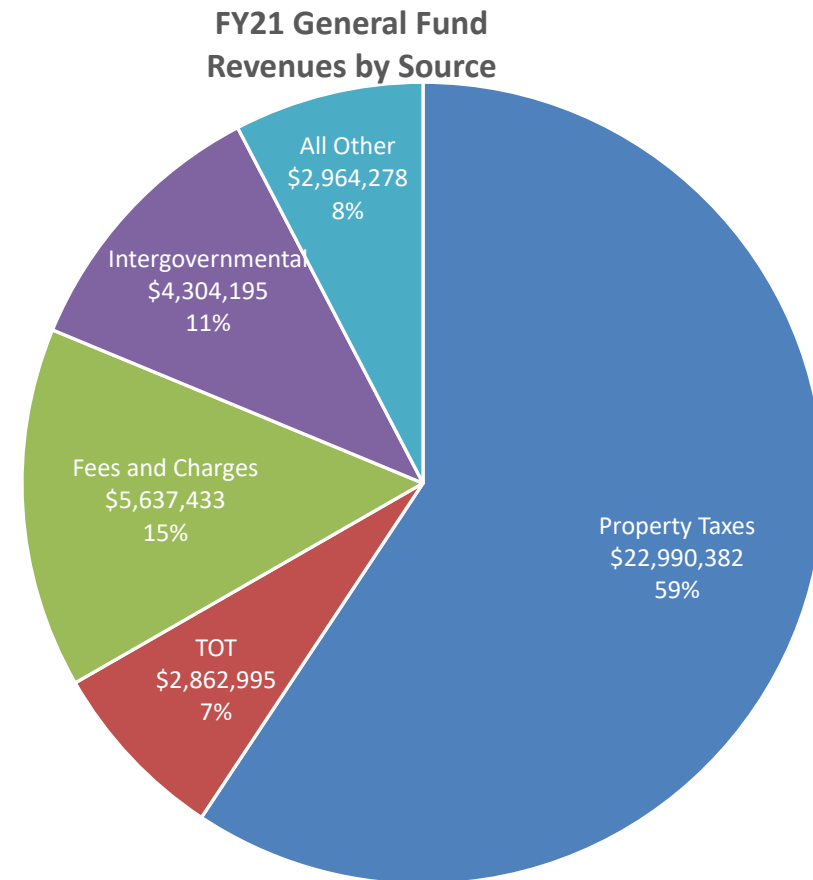
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- Review of Revenues and Expenses
- Evaluation of Financial Health
- Budget Forecast
- Alternative Forecasts
- Budget Perspectives

# Revenues

# Mono County GF Revenue | Sources

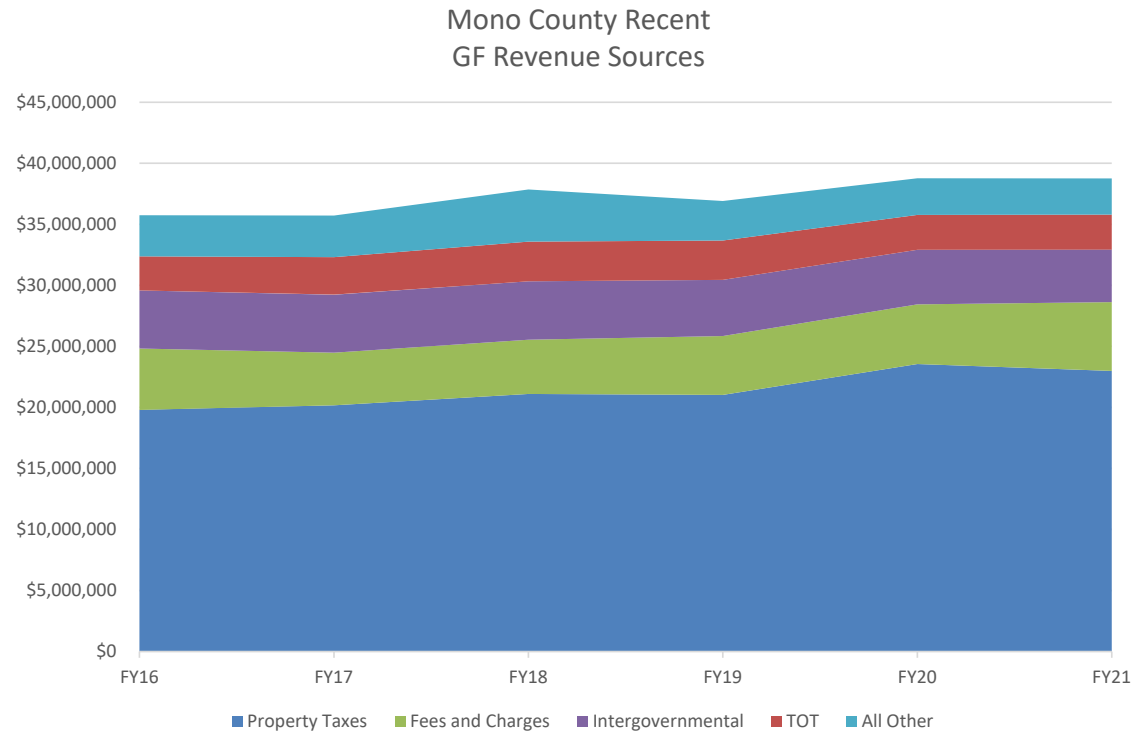
- The County relies on a limited set of revenues in its General Fund
  - **Property taxes = 59%**
  - **Fees and Charges = 15%**
  - **Intergovernmental = 11%**
  - **TOT = 7%**
  - **All Other = 8%**
- This revenue base provides stability for the County **BUT** also limits growth in General Fund revenues



# Mono County Revenue | GF Growth

- Growth of County revenues since FY16 has averaged **1.6% per year**
  - Growth FY16-FY20 (actuals) was a slightly higher 2.1%/yr
- This growth has lagged inflation in both California urban locations and national averages

CPI  
(June 2016 – Dec 2020)  
SF Bay Area 2.23%/yr  
CPI-W= 1.72%/yr

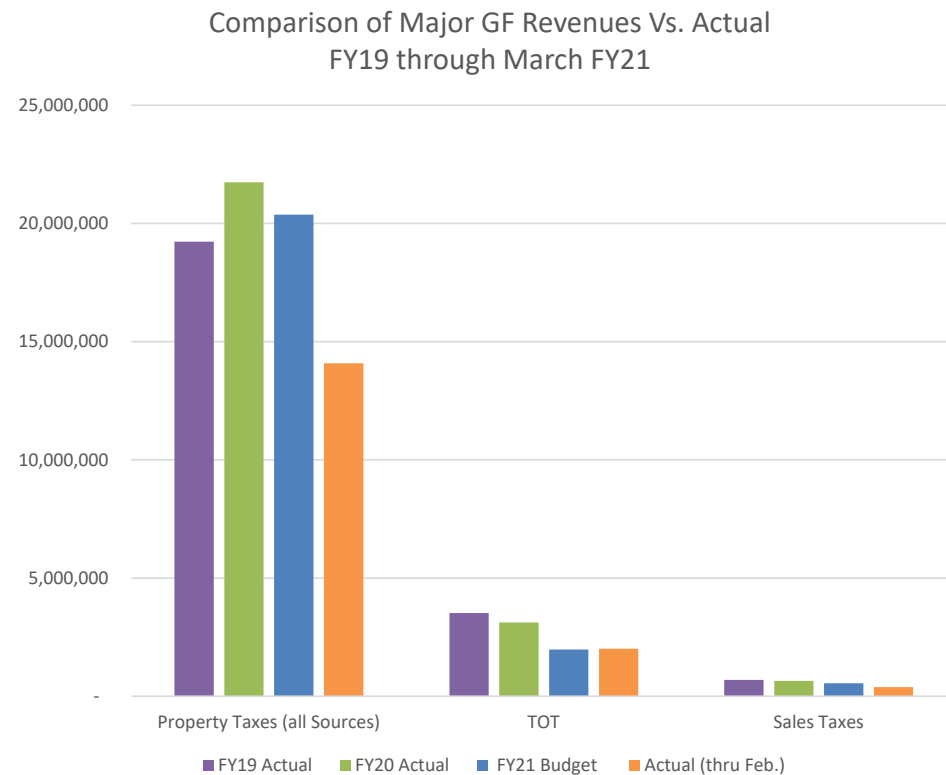




# Impact of the Pandemic | GF Revenue

- As of March 4<sup>th</sup>, 2021 the County was showing strong revenues in Property Taxes
  - Should exceed FY21 budget
- TOT is over the current budget, and could reach FY20 levels
- Sales taxes should hit budget levels

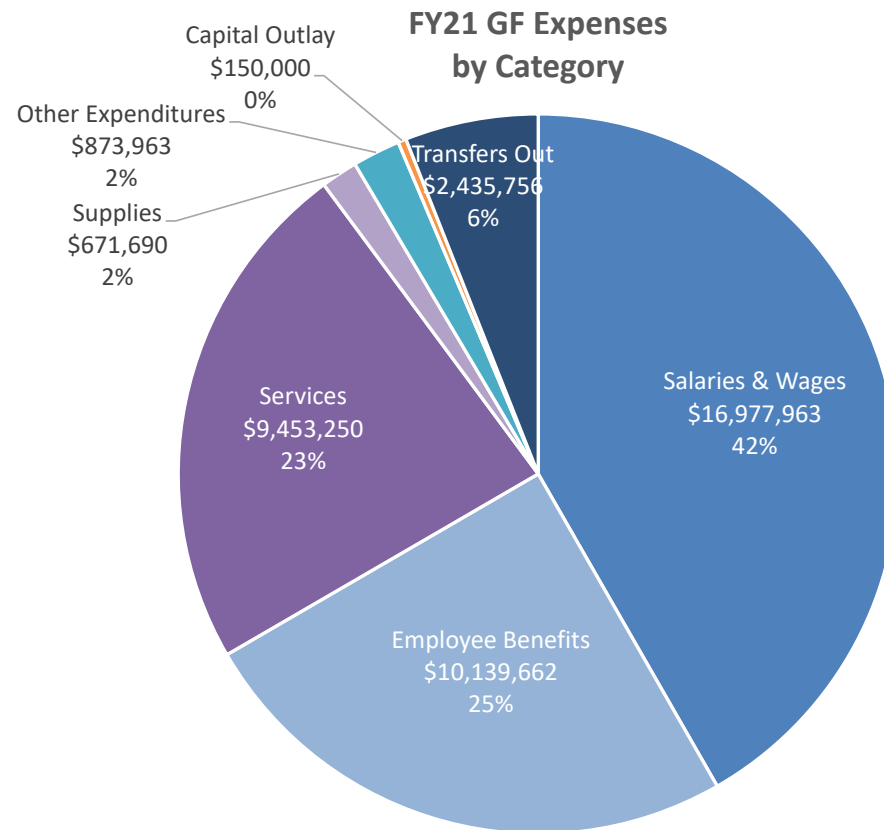
Expected flat revenue in the FY21 budget has not materialized



# Expenses

# Mono County GF Expenses | Categories

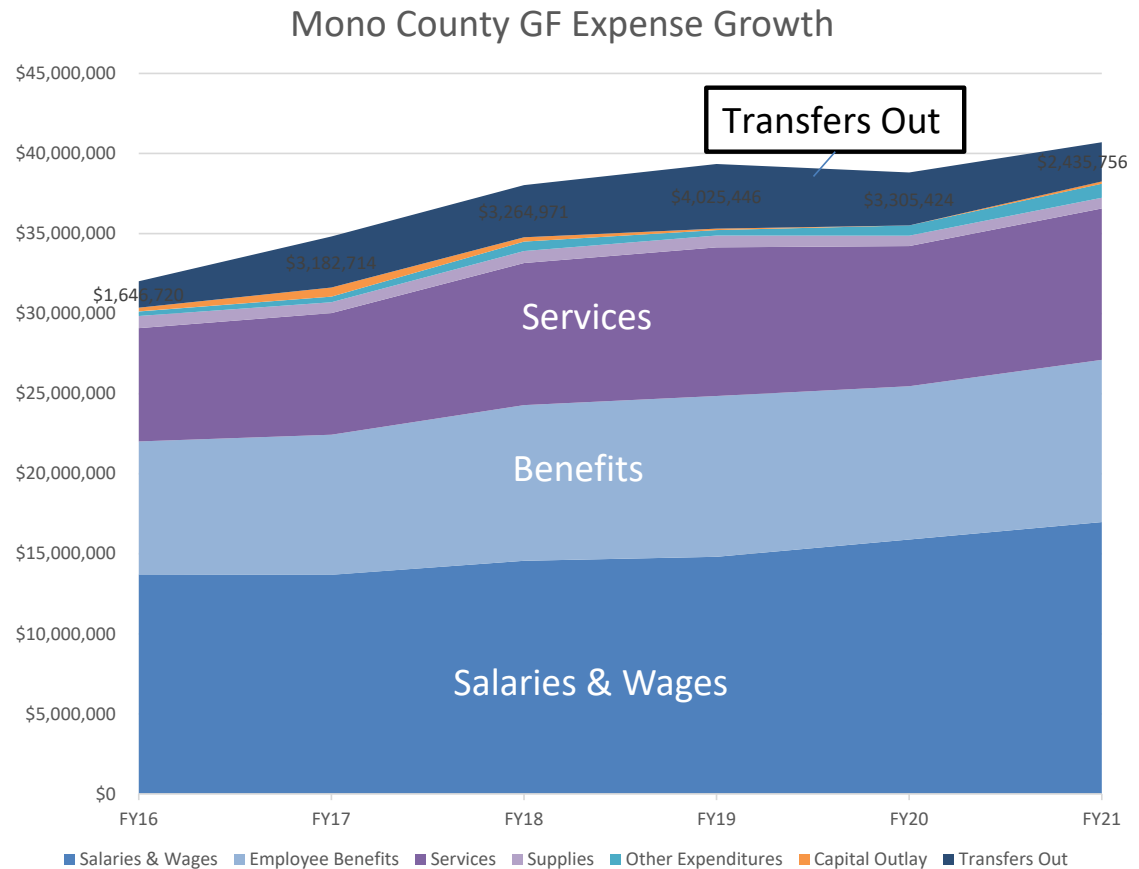
- **67% of County expenses are for direct personnel costs**
- **Services are a broad category**
  - Contract Services
  - Insurance
  - Maintenance & Repair
  - Rents & Leases
  - Technology
- There is very little “fat” in the County’s budget



# Mono County GF Expenses | Growth

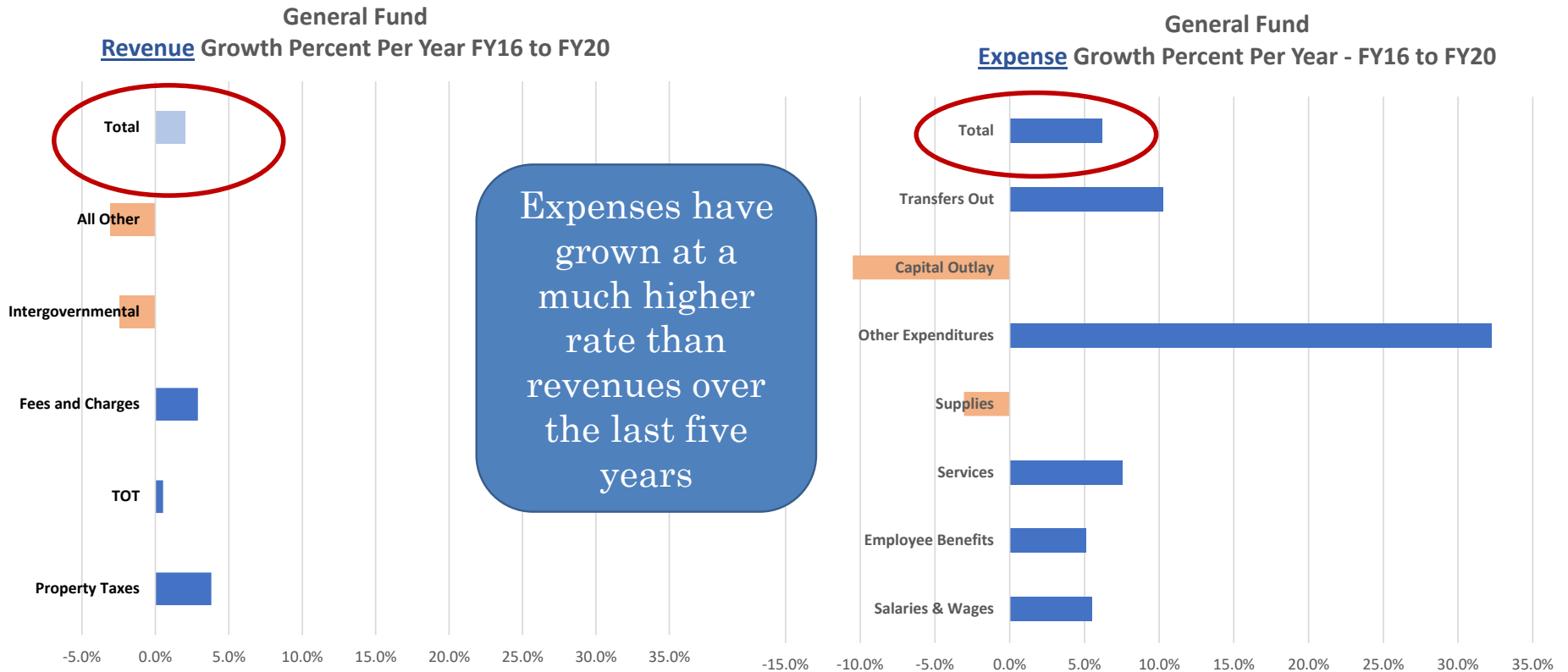
- Expenses are driven by market forces that outpace revenue in the County
  - Salaries 4.4%/year
  - Benefits 5.5%/year

**General Fund expenses grew 4.9%/year since FY16**



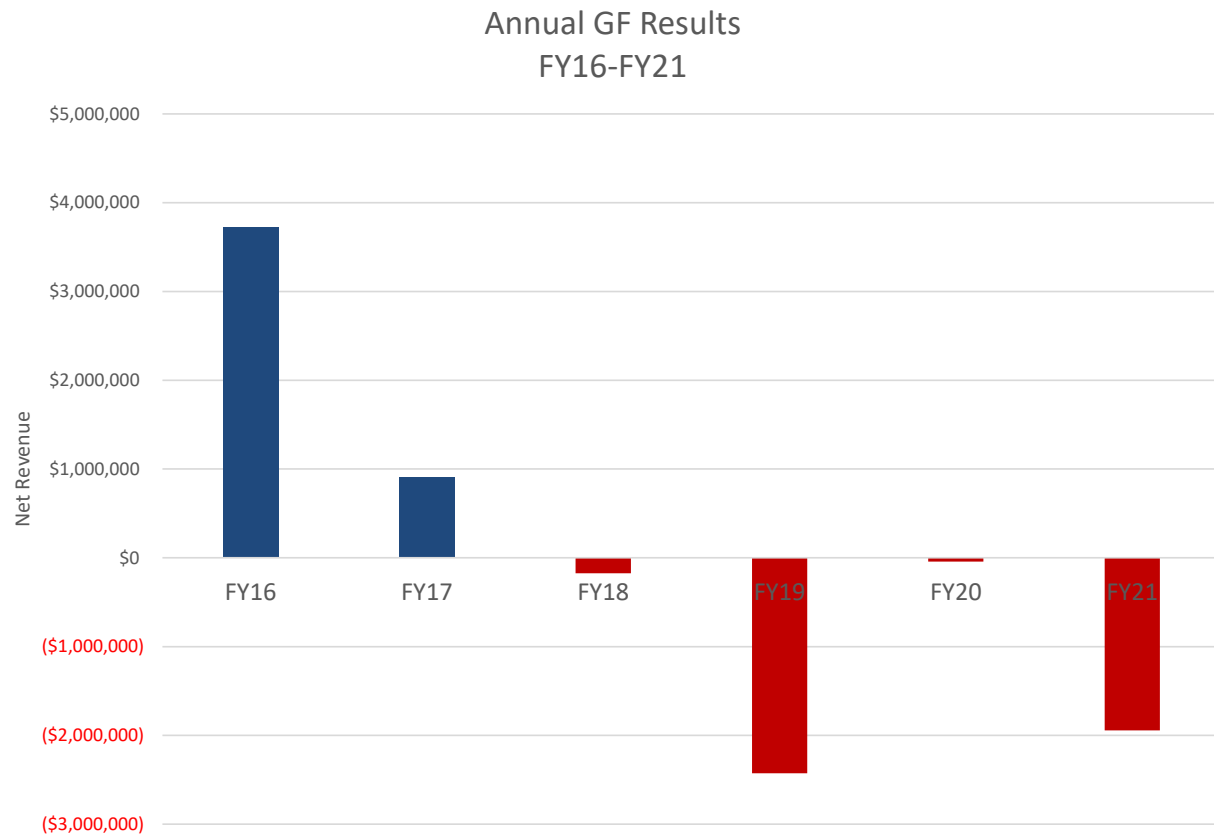
# Financial Health

# Growth Rates | General Fund



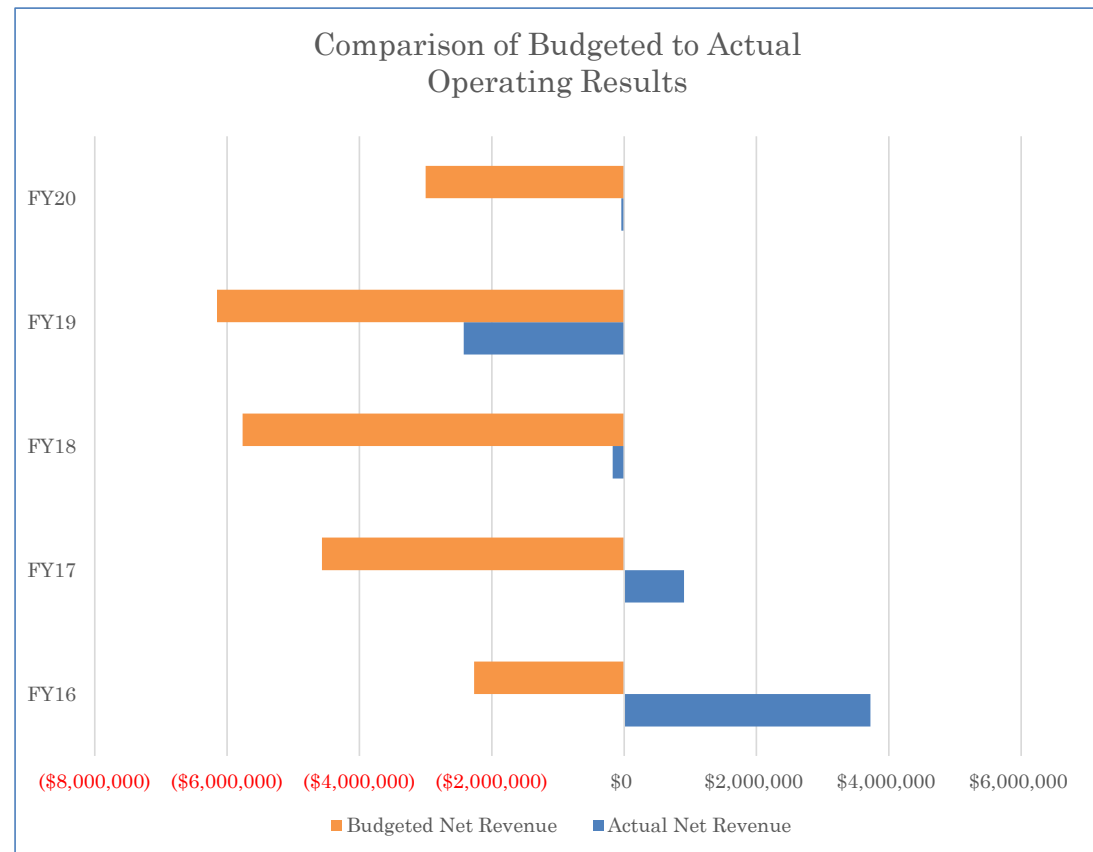
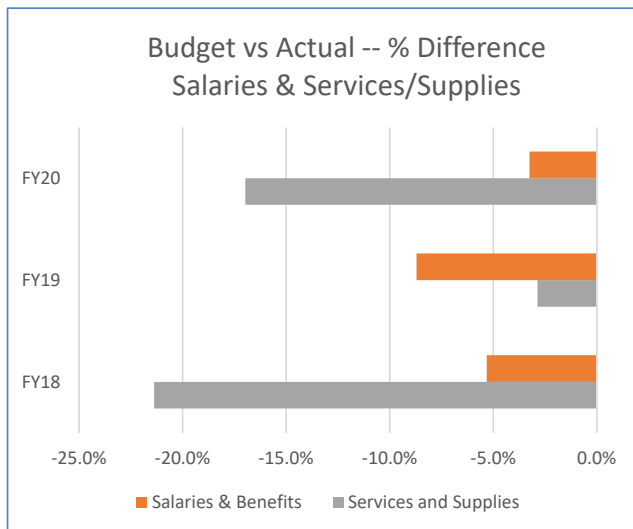
# Net Revenue | History

- The difference in revenue and expense growth rates has led to a change from a healthy budget balance (in actual net revenue) to actual reductions in fund balance



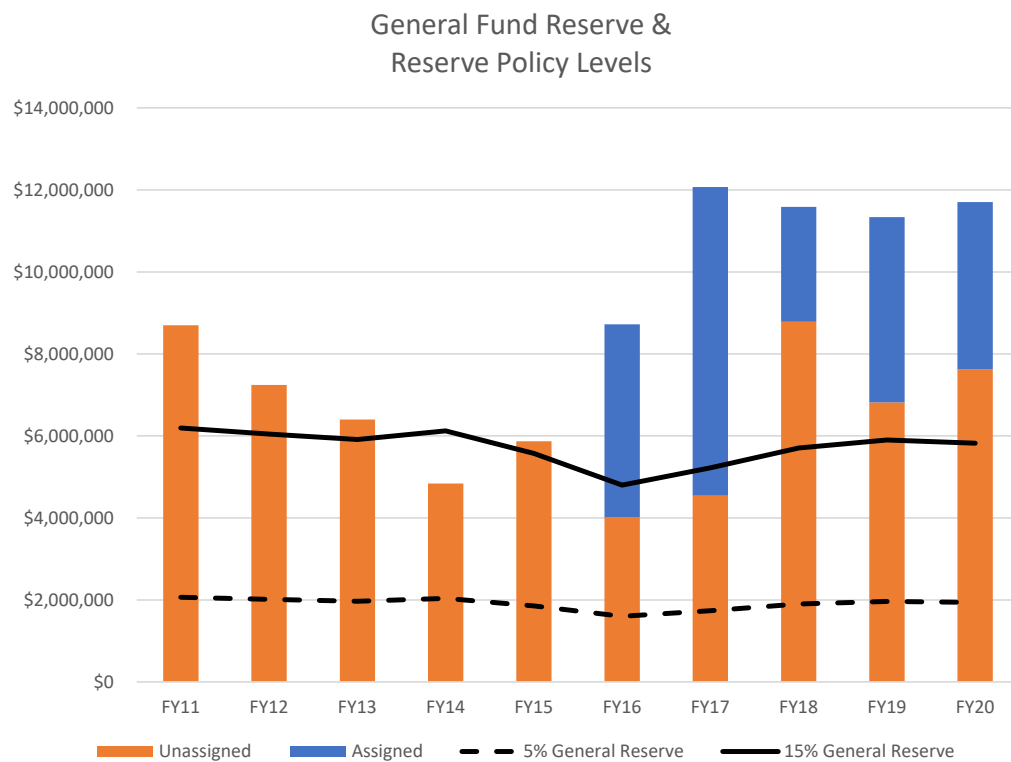
# Net Revenue | Actual vs Budgeted

- County budget projections have been more negative than actual budget results
- This has been due to position vacancies and under-spending on services and supplies





# Available GF Fund Balance | CAFRs



- The County has maintained a strong fund balance position, exceeding the County's goal fund balance in 7 of the last 10 years
- Continued disconnect between revenue and expense growth threatens this measure of financial health

Source: County CAFRs

# Budget Forecast

# Budget Forecast | Assumptions FY21-FY26

---

## Major Revenues – FY21 to FY26 Compound Annual Growth Rate (CAGR)

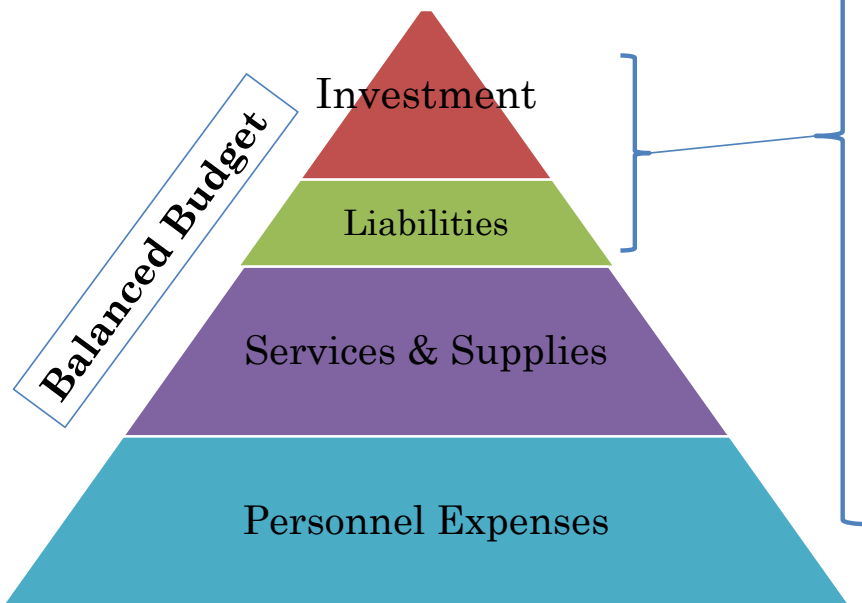
Total Rev. Growth  
FY16 - FY21 = 1.6%/yr  
FY21 – FY26 = 2.4%/yr

## Major Expenses – FY21 to FY26 Compound Annual Growth Rate (CAGR)

Total Exp. Growth  
FY16 - FY21 = 4.9%/yr  
FY21 – FY26 = 2.2%/yr

# What a Balanced Budget Is

- **Balance** means the ability to fund all agency needs over time



## Deferred Maintenance

- Streets & Buildings
- Parks & Playgrounds
- Technology



## Retiree Benefits

- Buffer pension increases
- OPEB & Retiree Payoffs



## Community Investments

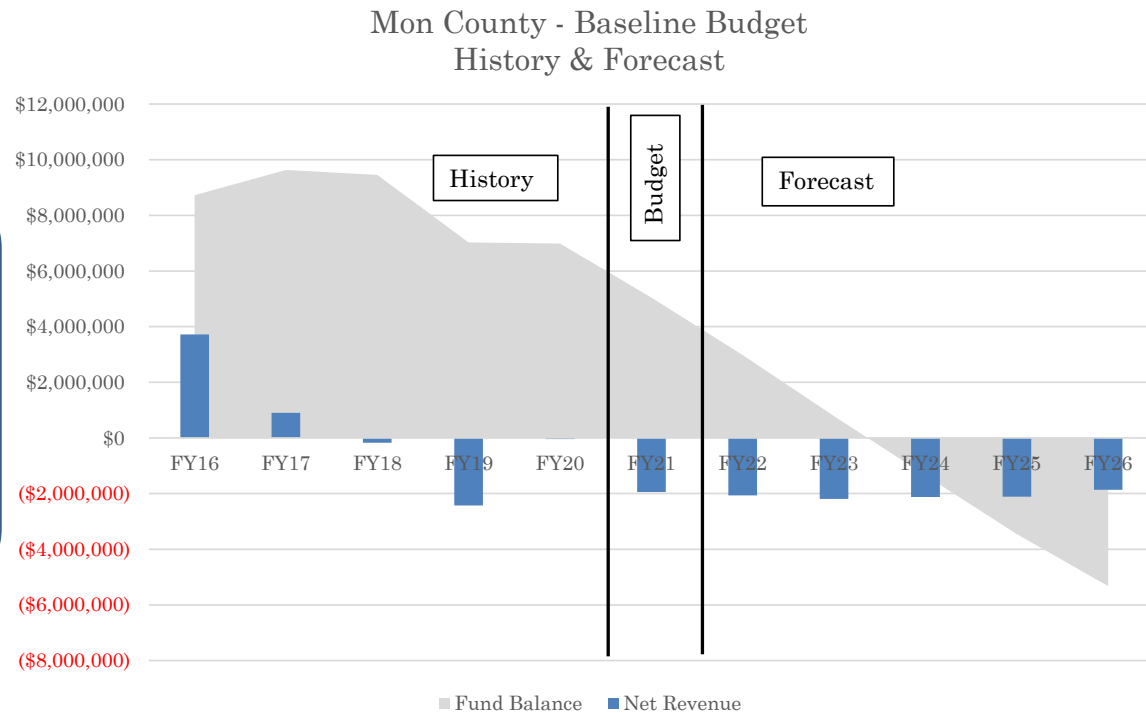
- Pools/Recreation/Youth Programs
- Community Centers/Libraries

# Baseline Budget Forecast | General Fund

RBConsulting

- Without action, the County is heading towards a negative fund balance

- No economic reserves
- No stabilization reserves
- Need to reduced spending



# Alternative Forecasts

---

- Four alternative forecasts
  1. Adjustment for historic under-spending
  2. Higher property tax (plus 1% per year) and TOT (plus 2% per year)
  3. Cost of living adjustments (COLA) – 2% is used to match expected inflation
  4. Fund capital investment – Estimated at \$1.5 million per year
  5. The combination of the above alternatives

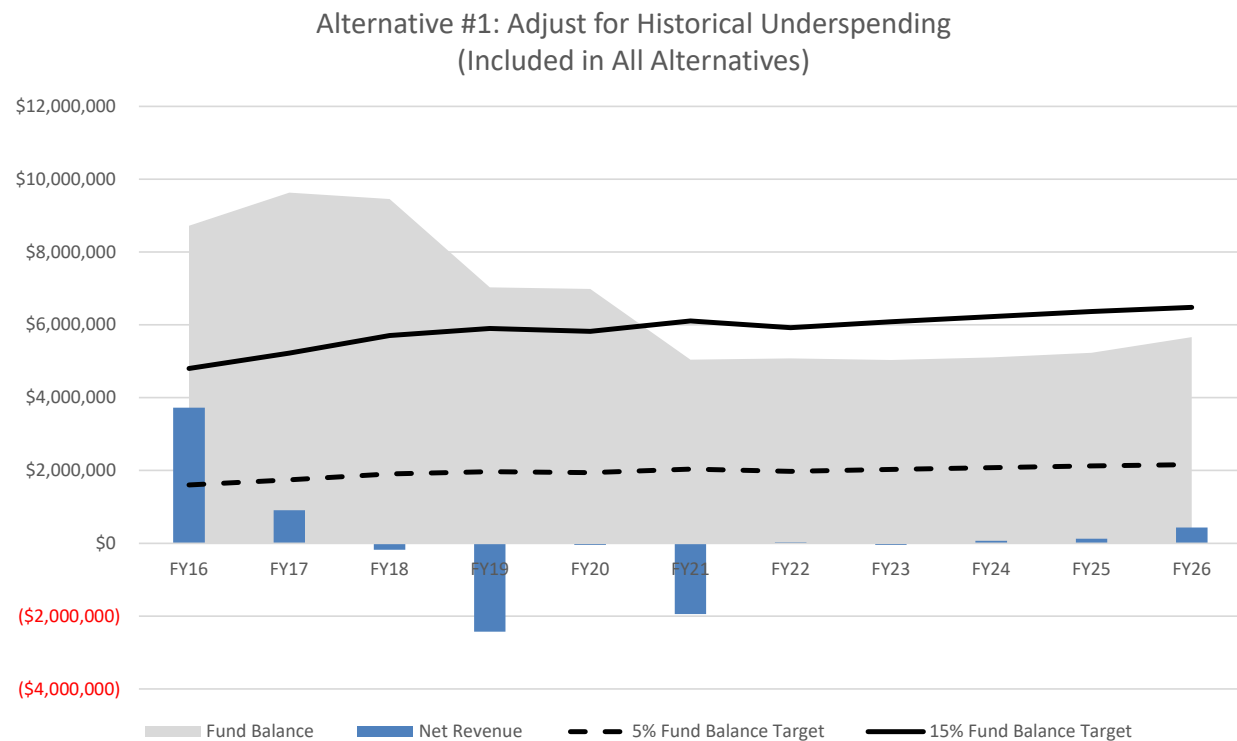
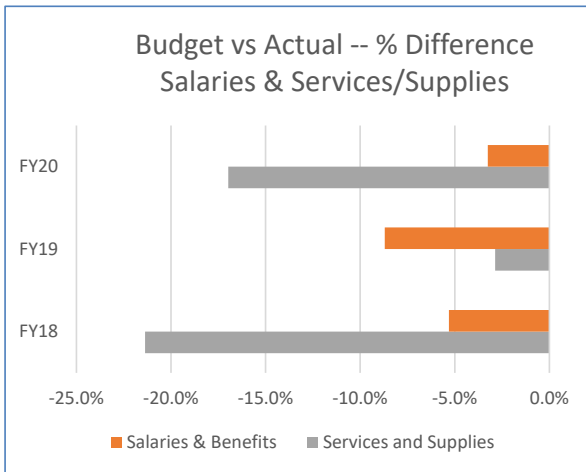
Alternative #1 is included in all other alternative forecasts

Alts #2-#4 are independent of each other

Alternative #5 shows all previous alternatives

# Alt. Forecast #1 | Historical Underspending

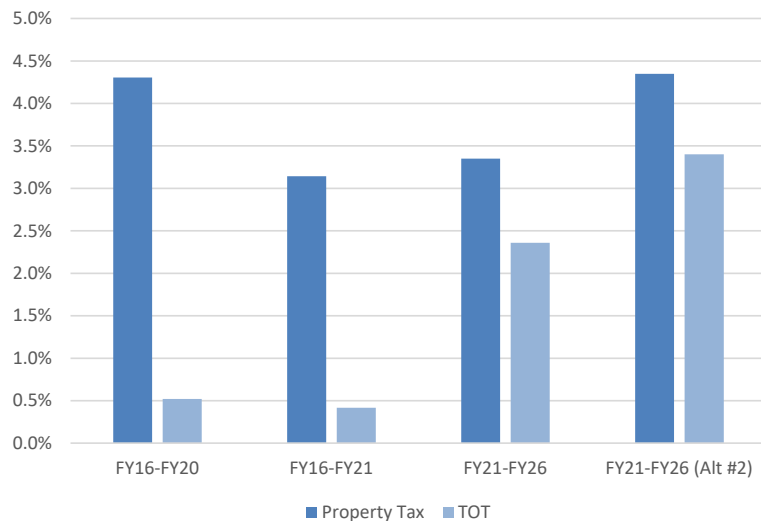
- Underspending used to “balance” budget
  - 6.8% for salaries
  - > 10% for services)



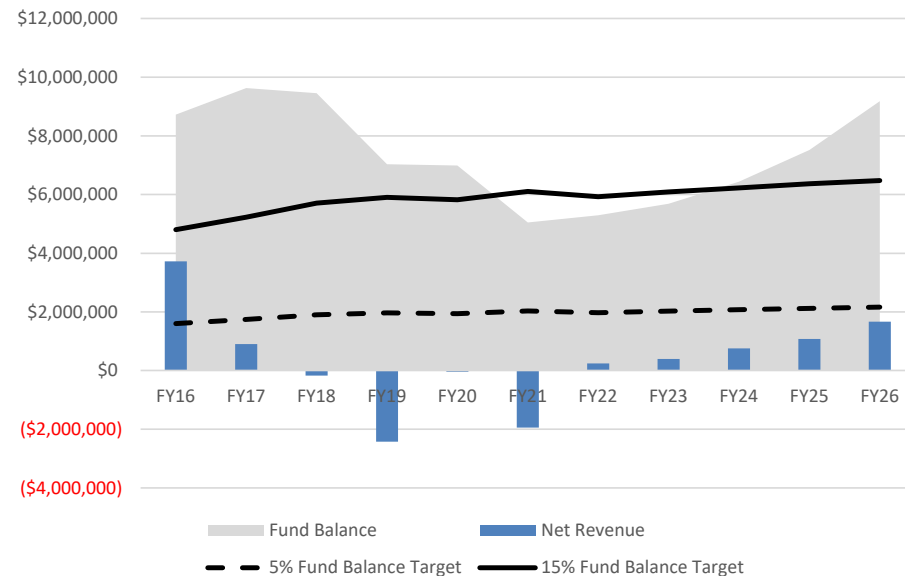
# Alt. #2 Forecast | Tax Revenue

- If the County is able to grow revenue—Property tax at FY16-F20 levels, and TOT higher than historical—the County can improve its financial condition
- **ASSUMPTION:** Prop. Tax +1% / TOT +2% / No change in expenses from Baseline Forecast (*Alt. #1 but no other changes*)

Avg. Annual Compounded Growth  
Historical and Forecast



Alternative #2: Increased Property Tax and TOT  
(No increased spending)

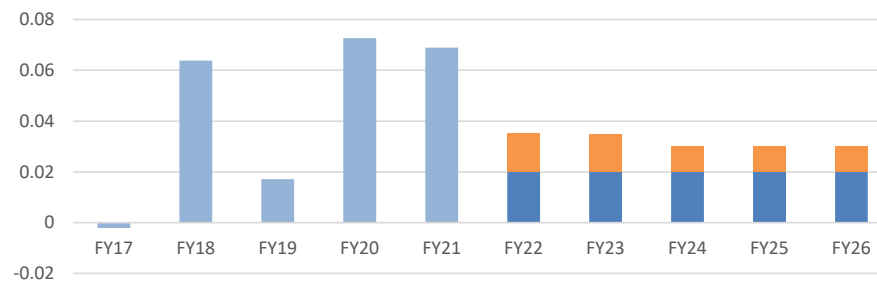




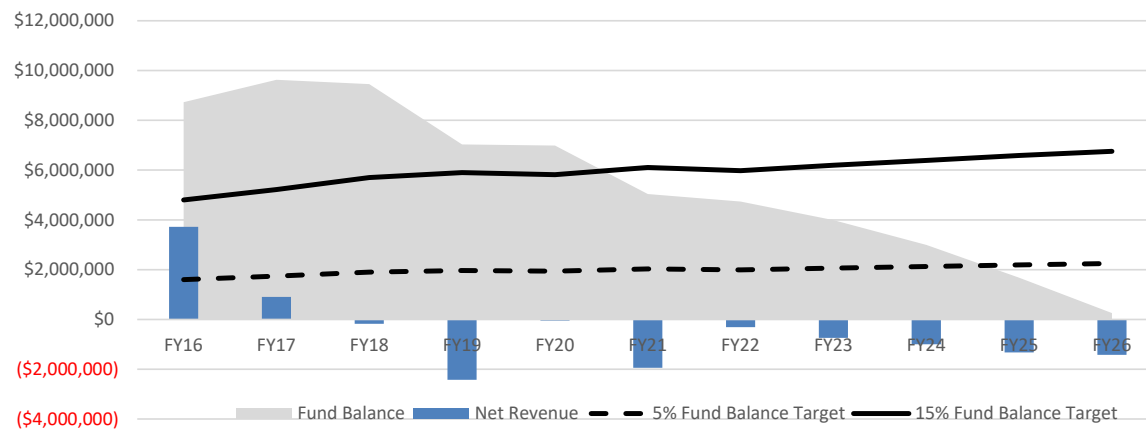
# Alt. Forecast #3 | 2% COLA Adjustments

- Wages increased significantly FY18 & FY20
- Baseline salary increases do not assume increased COLAs
- ASSUMPTION:** Plus 2% per year in salary Cost of Living Adjustment (COLA) (*Alt #1 but no other changes*)

Comparison of Actual to Projected  
GF Salary Cost Percent Increases



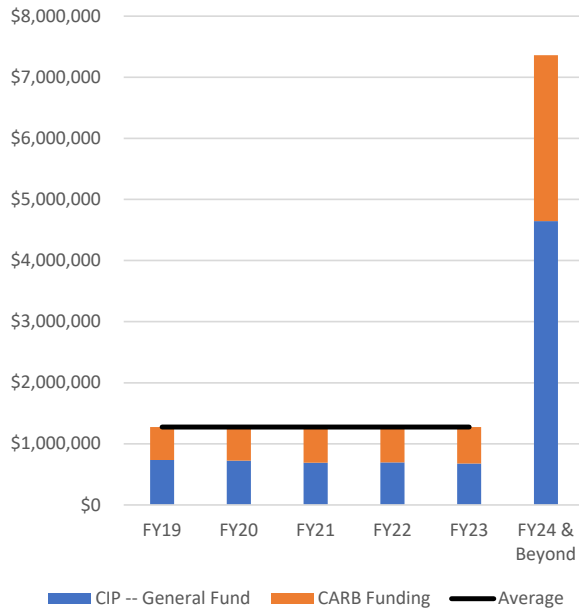
Alternative #3: Increased Salary (+2%/Year)



# Alt. Forecast #4 | Fund Capital

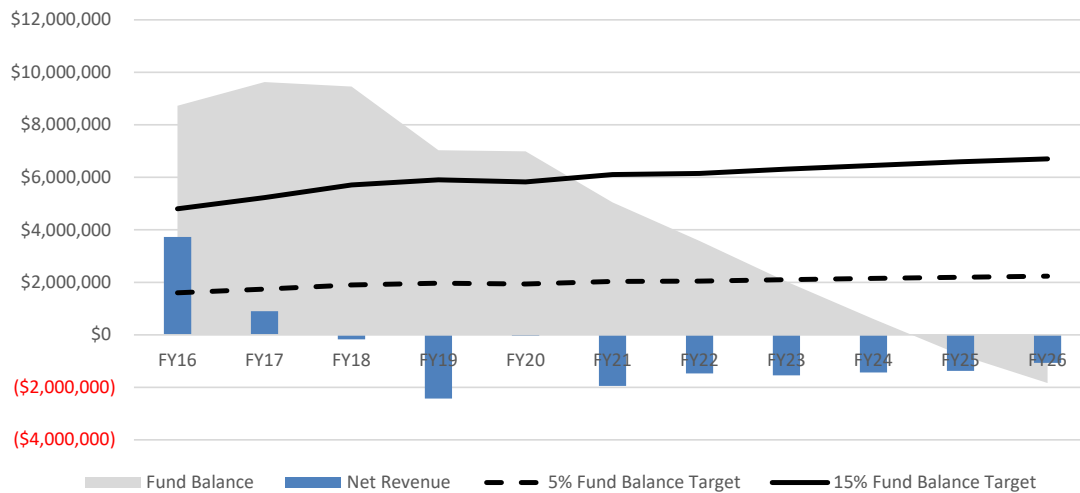
- The County has significant and ongoing capital needs
- If funded by the General Fund (no grants or other sources), will cost the County over \$1.5 Million per year. **ASSUMPTION:** Add \$1.3 Million per year (*Alt. #1 but no other changes*)

Latest County 5-Year CIP & Identified Future CIP Needs



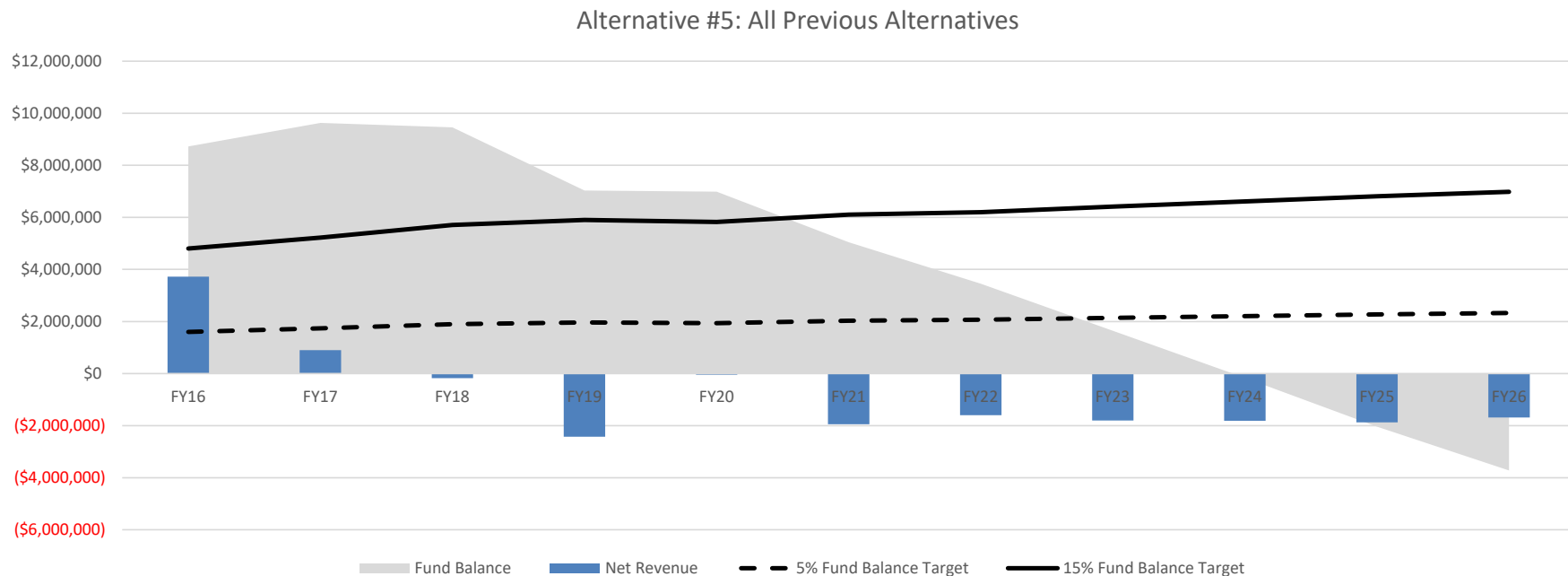
Back down to \$1M per year

Alternative #4: Fund Capital (\$1.5M/Year)



# Alt. Forecast #5 | Alts #1 Through #4

- Even with better than forecast property tax and TOT, the County cannot both provided employee COLAs and fund capital needs over the next five years
- **ASSUMPTIONS:** Combine Alts. #1 - #4)



# Implications of Forecast

---

- County needs to ensure:
  - Employee compensation is affordable and competitive
  - Capital expenses/deferred maintenance is included in annual budget
  - Set-asides for other County investments are recognized and planned for
- Budget should be balanced each year between expected revenues and expenses
- Board should have policy on where to spend remaining revenues over expenses at the end of each fiscal year (e.g., deferred maintenance, increased reserves, etc.)
- Increased staffing or employee compensation expense should be evaluated on a multi-year basis

Long-term financial decisions should be made with  
a long-term budget forecast view



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 11, 2021

**Departments: Finance**

**TIME REQUIRED** 30 minutes (20 minutes presentation;  
10 minutes discussion) **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher, Finance Director;  
Megan Mahaffey, Accountant II

**SUBJECT** Fiscal Year 2021-22 Budget Update

**AGENDA DESCRIPTION:**

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

The budget development team will update the Board about the FY 2021-22 budget development process.

**RECOMMENDED ACTION:**

None. Presentation and discussion only.

**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:**

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<a href="#">Presentation</a>

**History**

Time	Who	Approval
5/3/2021 8:41 AM	County Counsel	Yes
5/6/2021 3:22 PM	Finance	Yes
5/7/2021 1:51 PM	County Administrative Office	Yes

# FY 2021-2022 Budget Development

Update #3

May 11, 2021

# Budget conversations with governance



# Topics for discussion today

1. Budget journey (General Fund)
  - Base Budget
  - Department Requested
  - Workshop Budget
  - Rebalancing adjustments
2. Policy Items
3. What's in the budget
4. What's not in the budget
5. Workshop schedule and format



# Budget Journey

## *Base Budget to Department Requested*

	<u>Revenues</u>	<u>Expenditures</u>	<u>Net</u>	<u>Salaries &amp; Benefits</u>	<u>Services &amp; Supplies</u>	<u>Total Change in Expenditures</u>
<b>BASE BUDGET</b>	\$ 39,262,814	\$ 40,462,814	\$ (1,200,000)			
<b>SUMMARY OF CHANGES</b>						
Discretionary revenues	674,962	-	674,962			
Non-departmental budget units	221,733	471,215	(249,482)	\$ 252,143	\$ 219,072	\$ 471,215
GF Transfers and Contributions			-			-
CARB Replacement	-	610,222	(610,222)	-	610,222	610,222
GF Subsidies	-	65,205	(65,205)	-	65,205	65,205
Tri-Valley EMS Expansion	-	300,000	(300,000)	-	300,000	300,000
ESCOG adjustment (*)	-	(15,000)	15,000	-	(15,000)	(15,000)
Other (**)	-	150,000	(150,000)	-	150,000	150,000
Contingency & Set aside for policy items	-	(750,072)	750,072	-	(750,072)	(750,072)
Operating departments	11,464	378,958	(367,494)	(157,510)	536,468	378,958
<b>Subtotal of changes</b>	<u>908,159</u>	<u>1,210,528</u>	<u>(302,369)</u>	<u>94,633</u>	<u>1,115,895</u>	<u>1,210,528</u>
<b>DEPARTMENT REQUESTED BUDGET</b>	<u>\$ 40,170,973</u>	<u>\$ 41,673,342</u>	<u>\$ (1,502,369)</u>			

\* Initial estimate of ESCOG budget. But most likely to increase to \$31,250.

\*\*Budgeting error found after publishing budget materials for the workshop

# Budget Journey

## *Dept Budget to Workshop*

<b>Net Revenues (Cost)</b>	<b>2020 Actual</b>	<b>2021 Budget</b>	<b>2022 Base</b>	<b>2022 Dept</b>	<b>2022 Workshop</b>
Discretionary revenues	30,778,000	29,578,000	30,891,000	31,566,000	31,672,000
Non-departmental units	(2,049,000)	(2,145,000)	(1,727,000)	(1,976,000)	(1,976,000)
GF operating transfers & contributions	(3,286,000)	(3,632,000)	(1,452,000)	(2,562,000)	(2,514,000)
Contingency	-	(320,000)	(400,000)	(402,000)	(100,000)
Policy item set aside	-	-	(751,000)	-	-
Operating departmental units	(25,485,000)	(27,607,000)	(27,761,000)	(28,128,000)	(28,282,000)
	<u>(42,000)</u>	<u>(4,126,000)</u>	<u>(1,200,000)</u>	<u>(1,502,000)</u>	<u>(1,200,000)</u>

### ***Recommended adjustments to rebalance:***

Reduce contingency to \$100,000	302,000
Offset Tri-Valley EMS expansion with anticipated carryover	48,000
Vacancy savings	50,000
Vacancy freezes	161,000
Additional excess ERAF revenue	106,000
Policy item requests	<u>(365,000)</u>

**Recommended General Fund Budget** (1,200,000)

## Policy Items, Unanticipated Items

~~Set aside \$751,704 in budgetary  
resources~~

### Policy items

- ***One-time initiatives***
- ***New positions and restructures***
- Capital spending more than \$5,000
- New services or programs
- Expanded services

# Policy Items – In Budget

## Non-General Fund

Department	Type of Request	Cost Estimate
Behavioral health	Personnel	\$ 222,000
Public Works Road	Personnel	5,500
Social Services	Personnel	5,000
	<b>TOTALS</b>	<u>\$ 232,500</u>

## General Fund

Department	Type of Request	Cost Estimate
Animal Services	Personnel	\$ 27,000
Assessor	Other (scanning)	12,000
Emergency Medical Services	Personnel	47,000
County Administrative Office	Personnel	20,000
County Administrative Office	Other (consulting)	40,000
County Counsel	Personnel	7,000
Community Development	Personnel	143,000
Finance	Personnel	58,000
Public Works	Personnel	11,000
	<b>TOTALS</b>	<u>\$ 365,000</u>

# Policy Items – Not In Budget

## Non-General Fund

Department	Type of Request	Cost Estimate
Public Works (Trails)	Personnel	46,000
Public Works (Motor Pool)	Other (fixed asset)	5,000
Information Technology (Radio)	Other (debt service)	701,000
	<b>TOTALS</b>	<u>\$ 752,000</u>

## General Fund

Department	Type of Request	Cost Estimate
Clerk/Recorder	Other (scanning)	55,000
Community Development	Personnel	176,000
		<u>\$ 231,000</u>

# Included in workshop budget

EMS Tri-Valley Expansion at same amount as last year

Roads MOE

CARB Replacement

First Five visiting program

Most all Personnel related policy item requests  
(promotions and restructures)

Consulting fees for strategic planning and governance

County-wide fee study

# Not included in workshop budget

Radio system infrastructure – funding and capital outlay

Unfreezing Sheriff deputy and public safety positions

Payout to retiring employees for accumulated vacation, sick leave, and OT

Augmentation of temporary personnel for trails work (policy item)

Digitization of County records (policy item)

Contribution to reserves

# Budget Workshop Schedule

- Monday, May 17
  - Finance
  - Assessor
  - County Counsel
  - Community Development
  - Information Technology
  - Clerk Recorder
  - Social Services
  - Behavioral Health Services
  - Animal Services
- Tuesday, May 18
  - Capital Projects
  - CSA 1, 2, and 5
  - GF Contributions & Transfers
- Wednesday, May 19
  - Sheriff
  - Probation
  - District Attorney
  - Emergency Medical Services
  - Public Works
  - Public Health
  - Economic Development
  - County Administrative Office



# FY 2021-22 Key Budget Dates

- May 17, 18 & 19: Budget workshop
- June 4: Publish the recommended budget for the public hearing
- June 15: Public hearing and anticipated budget adoption



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 11, 2021

**Departments: Community Development**

**TIME REQUIRED** 30 minutes

**PERSONS APPEARING BEFORE THE BOARD** Bentley Regehr, Planning Analyst

**SUBJECT** Workshop on General Plan  
Amendment for Accessory Dwelling  
Unit (ADU) Standards

### AGENDA DESCRIPTION:

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

Presentation by Bentley Regehr regarding General Plan Amendment for Accessory Dwelling Unit (ADU) Standards

### RECOMMENDED ACTION:

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:

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[Staff Report](#)

### History

Time	Who	Approval
5/7/2021 9:08 AM	County Counsel	Yes
5/6/2021 3:24 PM	Finance	Yes
5/7/2021 1:51 PM	County Administrative Office	Yes

# Mono County Community Development Department

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

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

May 11, 2021

**To:** Board of Supervisors  
**From:** Bentley Regehr, Planning Analyst  
**Subject:** Workshop: GPA 20-01, ADU updates

## **RECOMMENDED ACTION**

Conduct workshop and provide direction to staff on proposed changes.

## **INTRODUCTION**

In response to updates to state law, staff has revised General Plan Land Use Element Chapter 16, Accessory Dwelling Units (ADUs). The changes are primarily targeted at making regulations less restrictive to allow the construction of more ADUs with less discretionary review. ADUs are often affordable by nature due to their size and compatibility with existing infrastructure, and have therefore been a strategic target at both the state and county level.

On August 8, 2020, proposed revisions were presented to the Planning Commission, where staff was directed to take to the Board for input. On November 17, 2021, the Board of Supervisors directed staff to present the amendment to each of the Regional Planning Advisory Committees (RPACs) for input on the changes, specifically on the areas where the County has discretion. The primary discussion topics are whether short term rental prohibitions in ADUs should be extended beyond state requirements to all ADUs and whether there should be a height limitation of 16' for ADUs. Below is a summary of the revisions that were previously presented at the Board, and the comments received during RPAC outreach and from the Planning Commission.

## **REVISIONS REQUIRED UNDER STATE LAW**

The following section is a summary of revisions required under state law that were previously presented at the Planning Commission and Board of Supervisors. The County does not have discretion to amend these items.

### **Expansion of Ministerial Permitting**

Previously, Chapter 16 allowed ADUs with only a building permit (no Use Permit or Director Review) in cases where the unit did not exceed 800 square feet. New state law expands the allowance of ADUs through only a building permit in several additional situations:

- *16.030.* Junior ADUs are permitted in any land use designation where non-Junior ADUs are already permitted. Junior ADUs are defined as a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior ADU may include separate sanitation facilities, or may share sanitation facilities with the existing structure. The junior ADU must contain cooking facilities.
- *16.040A(i).* An attached ADU may expand by up to 150 square feet beyond the existing physical dimensions, if it is accommodating ingress or egress, and has exterior access.
- *16.040A(iii).* Multiple accessory dwelling units within the portions of existing multifamily dwelling structures not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building

standards for dwellings. An existing multifamily unit is allowed at least one accessory dwelling unit or up to, and not exceeding, 25 percent of the existing multifamily dwelling units.

- 16.040A(iv). Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling.

Additionally, the size thresholds for discretionary review have been revised to be consistent with state law. Discretionary review, in this case, refers to the requirement for either a Use Permit or Director Review permit. A comparison of size thresholds for discretionary review for previous and proposed regulations are outlined in the following subsections.

**Previous Discretionary Size Thresholds**

Previously, thresholds were based on a combination of parcel size and proposed ADU floor area, and are summarized here:

- A. On parcels less than 7,500 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 500 sq. ft. in size may be permitted with a building permit.
- B. On parcels of 7,500 sq. ft. up to 10,000 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 640 sq. ft. in size is allowed with a building permit. A detached Accessory Dwelling Unit not exceeding 640 sq. ft. may be permitted by application for a Director Review.
- C. On parcels of 10,000 sq. ft. up to one acre in net area, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit.
- D. On parcels one acre or greater, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit. In this same parcel size range, an Accessory Dwelling Unit exceeding 640 sq. ft. but not exceeding 1,400 sq. ft. in size (attached or detached) may be permitted by application for a Director Review. In this same parcel size range, an Accessory Dwelling Unit exceeding 1,400 sq. ft. may be permitted by application for a use permit.

**Proposed Changes to Discretionary Size Thresholds, Consistent with New State Law**

Revisions to Chapter 16 remove parcel size limits and are based on floor area, dependent on the number of bedrooms. Thresholds are the same for detached and attached units. Updated discretionary thresholds are summarized in Table 1:

Table 1: Updated Discretionary Review Thresholds for ADUs

Required Review	Qualifying Units
Building Permit only (Short-term rentals prohibited by state law)	<ul style="list-style-type: none"> <li>• One-bedroom units less 850 square feet (including jADUs)</li> <li>• Two-bedroom units less than 1,000 square feet</li> <li>• Units associated with a multi-family development, qualifying under 16.040A</li> </ul>
Director Review	<ul style="list-style-type: none"> <li>• One-bedroom units between 850 and 1,400 square feet</li> <li>• Two-bedroom units between 1,000 and 1,400 square feet</li> </ul>
Use Permit	<ul style="list-style-type: none"> <li>• Any unit exceeding 1,400 square feet</li> <li>• Any unit associated with a multi-family development, not qualifying under 16.040A</li> </ul>

### Additional revisions

Other revisions to Chapter 16 per state law include:

- Side and rear yard setbacks may be reduced to four feet provided the design demonstrates snow will not shed onto adjacent properties or cause any other public health or safety issues.
- ADUs are exempt from Housing Mitigation Ordinance (HMO) fees. Units shall also be exempt from all other development impact fees if less than 750-square feet.
- Ministerial reviews shall occur within 60 days (previously 120) after receiving an accessory dwelling unit application unless the accessory dwelling unit is built concurrently with the primary unit.
- Short-term rentals are prohibited in units that qualify under 16.040A. The County has the optional authority to ban short-term rentals in all ADUs, if desired, as outlined in the policy discussion questions below.

### POLICY DISCUSSION ITEMS - OPTIONAL REQUIREMENTS

New state law also grants authority to local jurisdictions to impose additional restrictions. Staff is seeking recommendations on whether to implement the following restrictions:

1. A prohibition of short-term rentals in all ADUs.
2. Imposing a 16' height limit for units that qualify under 16.040.A (ii) and 16.040.A (iv), as allowed under state law.

Table 2 summarizes feedback from the RPACs:

Table 2: RPAC feedback

June Lake CAC	<ul style="list-style-type: none"><li>• Regulations should be nuanced and should not be blanket regulations for all neighborhoods.</li><li>• Two members supported banning all short-term rentals in ADUs.</li><li>• The fact that prohibiting would simplify the tracking process should not be considered. There needs to be a better reason than county staff time to justify prohibitions above minimum state standards.</li><li>• Several members acknowledged that they can see both sides – property rights vs long term housing.</li><li>• No comments on height restriction.</li></ul>
Bridgeport	<ul style="list-style-type: none"><li>• Support visitor economy by maintaining property rights.</li><li>• Outright prohibition not supported without more data.</li><li>• Tiny homes – how do they fit in? Need to define tiny homes within ADU conversation. Staff explained tiny homes are licensed as vehicles and therefore are defined as Recreational Vehicles (RVs), which are not permitted as permanent living units in Mono County.</li><li>• STRs still go through process and that process should be honored.</li><li>• No comments on height restriction</li></ul>

Antelope Valley	<ul style="list-style-type: none"> <li>• Five members opposed additional restriction for the following reasons: <ul style="list-style-type: none"> <li>- Give owners options</li> <li>- TOT revenue</li> <li>- Regional restriction – only restrict in more urbanized areas?</li> </ul> </li> <li>• Two members supported restriction for the following reasons: <ul style="list-style-type: none"> <li>- Concern for long term housing</li> <li>- Concern for lack of housing for displaced residents from the Mountain View Fire.</li> </ul> </li> <li>• Did not see reason to have height restriction.</li> </ul>
Mono Basin	<ul style="list-style-type: none"> <li>• Allow short-term rentals under current permitting process. No additional prohibitions than those required under state law.</li> <li>• No comments on height restriction.</li> </ul>
Long Valley	<ul style="list-style-type: none"> <li>• Unanimous: No additional prohibition – honor permit process already in place.</li> <li>• Height limit for units with reduced setbacks: normal height limit if within the setbacks set forth by the land use designation, but 16’ height limit between 4’ and the standard setback.</li> </ul>

**Summary**

Although the RPACs expressed mixed opinion on potentially prohibiting short-term rentals beyond state requirements, the consensus opinion that emerged was to rely on the County’s current permitting process. Under this scenario, short-term rentals would be prohibited in units qualifying under 16.040A, as required by state law. These would be units that require only a building permit, as outlined in Table 1. Short-term rentals would still be permitted for larger units, subject to a Use Permit (Chapter 25 of the Land Use Element) and a Short-Term Rental Activity Permit (Chapter 5.65 of the Mono County Code). The alternative is to continue with the current practice which prohibits short-term rentals in larger ADUs requiring either a Director Review Permit or Use Permit through a condition of approval. Between this local practice and state law, short-term rentals would effectively be prohibited in all ADU types.

In terms of instituting a 16-foot height limit, the Long Valley RPAC expressed an interest in applying it when a project utilizes a reduced setback (potentially down to a 4-foot side and rear setback, if safety standards are met, as permitted by state law). In practice, this would require any ADU that has a side or rear setback between 4 feet and the standard setback for the land use designation have a height limit of 16 feet. Any portion of an ADU that meets the setbacks for the land use designation would still be allowed up to 35 feet (the same as a primary residence). The idea of reducing the height limit for units that utilize reduced setbacks did not come up until the final RPAC presentation (Long Valley), so the other RPACs did not have a chance to discuss this particular proposal. However, staff supports the idea to help balance the scale of buildings that are constructed within the standard setback closer to an adjacent property. Draft language for this provision is found in the redline version under 16.050.I.

The Planning Commission supported the consensus of the RPACs on short-term rentals, which rely on current permitting processes for those units not automatically prohibited by state law. The Planning Commission also supported the Long Valley RPAC’s suggestion for a further height limit in units that do not meet the standard setbacks for the land use designation.

Staff is looking for final direction on policy related to short-term rentals in ADUs and a potential height restriction. GPA 20-01 would then be brought back to the Planning Commission on May 15 for a final recommendation. Final approval of GPA 20-01 would occur at a Board meeting following Planning Commission.

**ATTACHMENT**

- Redline version of Chapter 16 updates

## CHAPTER 16 – ACCESSORY DWELLING UNITS

### Sections:

<b>16.010</b>	<b>Intent.</b>
<b>16.020</b>	<b>Definition.</b>
<b>16.030</b>	<b>Applicable Land Use Designations.</b>
<b>16.040</b>	<b>General Provisions.</b>
<b>16.050</b>	<b>Standards for Accessory Dwelling Units.</b>

#### **16.010 Intent.**

The intent of this chapter is to allow for Accessory Dwelling Units in accordance with State law in order to provide additional affordable housing opportunities, including housing for the elderly in Mono County.

#### **16.015 Consistency with State Law**

This chapter is consistent with State Law, including AB 881, AB 670, AB 587, AB 671, AB 68, and SB 13.

#### **16.020 Definition.**

"Accessory Dwelling Unit" (also referred to as "dependent," "Secondary Housing," or "granny unit") means residential occupancy of a living unit located on the same parcel as the primary residential unit. It provides complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary unit is situated. An Accessory Dwelling Unit shall meet the minimum regulations for an efficiency dwelling unit in the California Building Code.

The Accessory Dwelling Unit can be either attached to or detached from the primary residential unit but in either case shall have similar architectural elements as the primary unit (i.e., materials, textures, colors, etc.; see 16.050 G below). The Accessory Dwelling Unit shall be clearly subordinate to the primary unit.

“Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure. The junior accessory dwelling unit must contain cooking facilities.

Utilities that are installed for future expansion, such as stub outs that would allow a kitchen to be installed at a later date, shall be considered as complete cooking facilities in accessory dwelling units. In units required by deed restriction, complete cooking facilities shall be installed resulting in a usable kitchen at final permit issuance, and interior access between attached units shall be no more than a single personnel door.

#### **16.030 Applicable Land Use Designations.**

An Accessory Dwelling Unit and Junior Accessory Dwelling Unit may be permitted in any land use designation that allows single-family residences as a permitted use or as allowed in Specific Plan (SP) areas subject to the General Provisions below.

#### **16.040 General Provisions.**

~~A. On parcels less than 7,500 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 500 sq. ft. in size may be permitted with a building permit.~~

~~B. On parcels of 7,500 sq. ft. up to 10,000 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 640 sq. ft. in size is allowed with a building permit. A detached Accessory Dwelling Unit not exceeding 640 sq. ft. may be permitted by application for a Director Review.~~



- ~~C. On parcels of 10,000 sq. ft. up to one acre in net area, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit.~~
- ~~D. On parcels one acre or greater, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit. In this same parcel size range, an Accessory Dwelling Unit exceeding 640 sq. ft. but not exceeding 1,400 sq. ft. in size (attached or detached) may be permitted by application for a Director Review. In this same parcel size range, an Accessory Dwelling Unit exceeding 1,400 sq. ft. may be permitted by application for a use permit.~~
- A. Accessory Dwelling Units are permitted with a building permit if any of the following instances apply:
- (i) The accessory dwelling unit or junior accessory dwelling unit is located within a single-family dwelling or existing space of a single-family dwelling, whether existing or proposed, or accessory structure and may include an expansion of not more than 150 square feet beyond the physical dimensions of the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress. The space must have exterior access. Side and rear setbacks must meet fire protection standards and prevent snow shedding onto adjacent properties.
  - (ii) One-bedroom detached accessory dwelling units not exceeding 850-square feet and two-bedroom accessory dwelling units not exceeding 1,000-square feet. The unit may not exceed four-foot side and rear yard setbacks and must meet fire and safety standards, including prevention of snow shedding onto adjacent properties.
  - (iii) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. An existing multifamily unit is allowed at least one accessory dwelling unit or up to, and not exceeding, 25 percent of the existing multifamily dwelling units.
  - (iv) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling. Side and rear yard setbacks may be reduced to four feet provided the design demonstrates snow will not shed onto adjacent properties and fire safety standards are met.
- B. The following accessory dwelling units that do not qualify under 16.040A may be permitted through Director Review:
- (i) One-bedroom units between 850 and 1,400-square feet;
  - (ii) Two-bedroom units between 1,000 and 1,400-square.
- C. Accessory dwelling units that do not qualify under 16.040A and exceed 1,400-square feet may be permitted through Use Permit.
- E. Square footage of accessory dwelling units shall be calculated based on the exterior dimensions of the unit. All interior living space shall count toward the total square footage of the unit.
- F. Consistent with Government Code section 65852.2, ministerial reviews shall occur within ~~120~~ 60 days after receiving an accessory dwelling unit application, ~~unless the accessory dwelling unit is built concurrently with the primary unit.~~

#### **16.050 Standards for New Accessory Dwelling Units.**

- A. All construction shall conform to the height, setback, lot coverage, fees (including school impact fees and fire district fees), snow storage, and other development requirements applicable to residential construction in the land use designation in which the property is located. ~~Side and rear yard setbacks may be reduced to four feet provided the design demonstrates snow will not shed onto adjacent properties. The unit shall be exempt from development impact fees if less than 750-square feet and all units are exempt from Housing Mitigation Ordinance (HMO) fees.~~

- B. If a well and/or septic system is/are to be utilized, a clearance letter shall be obtained from the Environmental Health director and shall accompany the building permit application (or if applicable, the Director Review or Use Permit application). For Accessory Dwelling Units that are served by a public water and/or sewer system, a letter from the serving entity that indicates adequate service shall be submitted as part of the application.
- C. One of the units on the parcel must be owner occupied if the property contains a junior accessory dwelling unit (either the primary unit or the junior accessory dwelling unit); for detached accessory dwelling units, there is no owner occupancy requirement. For units that do not qualify under 16.040.A, one unit on the property must be owner occupied.
- D. ~~If the Accessory Dwelling Unit is 640 sq. ft. or less in size, one off street parking space must be provided for the Accessory Dwelling Unit in addition to parking required for the primary unit. If the Accessory Dwelling Unit is larger than 640 square feet, two parking spaces must be provided for the Accessory Dwelling Unit in addition to parking required for the primary unit, if it contains two or more bedrooms. Parking shall be in accordance with Chapter 06 of the Mono County Land Use Element, unless the following instances exist, in which case. Required parking shall be one space for a one-bedroom unit and two spaces for units of two or more bedrooms, and is in addition to the required parking for the primary unit. There is no parking requirement for studio units. No parking standards shall be imposed in the following instances:~~
- (1) The accessory dwelling unit is located within one-half mile of public transit.
  - (2) The accessory dwelling unit is located within an architecturally and historically significant historic district.
  - (3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
  - (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
  - (5) When there is a car-share vehicle located within one block of the accessory dwelling unit.
- E. Whether attached or detached, the Accessory Dwelling Unit shall be architecturally compatible with the primary residence. The Community Development Department shall determine the architectural compatibility of the structures and shall consider roofing, siding, trim, door and window frame colors ~~and materials; roofing, siding, trim, door, and window materials;~~ roof slope and pitch; and wall articulation, roof line articulation, eaves, railings, chimneys, porches, and similar features; landscaping should also be considered in helping to make the units compatible. The Accessory Dwelling Unit shall be clearly subordinate to the primary unit in terms of size and placement on the property. If attached, the two units shall have the appearance of a single-family residence; the Accessory Dwelling Unit entrance shall be located on the side or rear of the building.
- F. Pursuant to the California Building Code, accessory dwelling units shall not be required to provide fire sprinklers if they were not required for the primary residence. Accessory dwelling unit utility connections and related fees shall comply with Government Code section 65852.2.
- G. No passageway shall be required in conjunction with the construction of an accessory dwelling unit. No setback shall be required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than ~~five~~ four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage, ~~provided the design demonstrates snow will not shed onto adjacent properties and fire and other safety standards are met.~~
- H. Short-term rentals are prohibited in units that qualify under 16.040A; units qualifying under 16.040B and 16.040C are subject to Mono County's short-term rental regulations (see Chapter 25 and Mono County Code Chapter 5.65).
- I. A height limit of 16 feet shall be imposed on any portion of a unit with a setback between the standard side or rear setback of the land use designation and the minimum setback of four feet allowed under 16.050A.\*



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 11, 2021

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time

Who

Approval



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 11, 2021

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employee  
Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

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

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

PHONE/EMAIL: /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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No Attachments Available

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History

Time

Who

Approval



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 11, 2021

**TIME REQUIRED**

**SUBJECT** Closed Session - Initiation of  
Litigation

**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)

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: one.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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#### History

Time	Who	Approval
4/28/2021 3:07 PM	County Counsel	Yes
4/29/2021 4:49 PM	Finance	Yes
5/7/2021 1:52 PM	County Administrative Office	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 11, 2021

**Departments: Community Development**

**TIME REQUIRED** PUBLIC HEARING: 1:00 PM (45 minutes)

**PERSONS APPEARING BEFORE THE BOARD**

Kelly Karl, Associate Planner

**SUBJECT** PUBLIC HEARING: Short-Term Rental Activity Permit 21-002/Gordon

### AGENDA DESCRIPTION:

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

Public hearing regarding Short-Term Rental (STR) Activity Permit 21-002/Gordon, an owner-occupied short-term rental at 90 Aspen Place in Crowley Lake (APN 060-210-067). The existing four-bedroom/four-bathroom main residence would be rented while the owners occupy the detached accessory dwelling unit. Maximum occupancy is 10 people and six vehicles (four vehicles for renters and two vehicles for the property owners). The parcel is designated Single-Family Residential (SFR).

### RECOMMENDED ACTION:

- 1) Hold a public hearing, receive testimony, deliberate, and make any desired changes.
- 2) Find that the project qualifies as a Categorical Exemption under CEQA guidelines 15301 and direct staff to file a Notice of Exemption.
- 3) Make the required findings contained in the project staff report.
- 4) Approve STR Activity Permit 21-002 subject to the findings and conditions as recommended or with desired modifications.

### FISCAL IMPACT:

The proposed project will generate an incremental increase in transient occupancy taxes.

**CONTACT NAME:** Kelly Karl

**PHONE/EMAIL:** 7609241809 / kkarl@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

- |   |
|---|
| <a href="#">Attachment 1 Interior Sign and Guest Information</a>  |
| <a href="#">Attachment 2 Interior Sign</a>                        |
| <a href="#">Attachment 3 Published Public Hearing Notice</a>      |
| <a href="#">Attachment 4 Mailed Public Hearing Notice</a>         |
| <a href="#">Attachment 5 UP 20-009 Planning Commission Packet</a> |

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/6/2021 5:30 PM	County Counsel	Yes
5/6/2021 3:25 PM	Finance	Yes
5/7/2021 1:52 PM	County Administrative Office	Yes

# Mono County Community Development Department

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

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

May 11, 2021

To: Mono County Board of Supervisors

From: Kelly Karl, Associate Planner

Re: Short-Term Rental (STR) Activity Permit 21-002/Gordon

### **RECOMMENDATION**

It is recommended that the Board of Supervisors take the following actions:

1. Hold a public hearing, receive testimony, deliberate, and make any desired changes.
2. Find that the project qualifies as a Categorical Exemption under CEQA guidelines 15301 and direct staff to file a Notice of Exemption;
3. Make the required findings as contained in the project staff report; and
4. Approve STR Activity Permit 21-002 subject to the findings and conditions as recommended or with desired modifications.

### **FISCAL IMPACT**

The proposed project will generate an incremental increase in transient occupancy taxes.

### **BACKGROUND**

In March 2017, the Board adopted amendments to Chapter 25 as recommended by the Planning Commission, which regulated short-term rentals in certain residential land use designations. Subsequently, the Board enacted a 45-day, then a 10.5 month, followed by a one-year moratorium on not owner-occupied short-term rentals, and directed staff to 1) first complete a public process to revise the June Lake area plan to address specific short-term rental issues in this community; and 2) revisit area plan policy discussions with other communities on where not owner-occupied rentals should be allowed/not allowed.

In April 2018, the Board adopted a General Plan Amendment revising the June Lake area plan and short-term rental regulations, at the recommendation of the Planning Commission, to address issues specific to June Lake. These regulations established a two-part permitting process: 1) a use permit approval by the Planning Commission under Chapter 25 of the General Plan, and 2) a Short-Term Rental Activity Permit approval by the Board of Supervisors under Mono County Code Chapter 5.65.

Finally, Mono County adopted General Plan Amendment 19-01 on February 12, 2019, prior to the moratorium ending, which identified the types and locations of acceptable short-term rentals in the county. Mono County Code Chapter 5.65 establishes a Short-Term Rental Activity Permit governing the operation of rentals and making the approval non-transferrable if ownership



changes. The Short-Term Rental Activity Permit is approved separately from the Use Permit by the Board of Supervisors and is also required prior to commencement of rental activity.

Under Mono County General Plan Land Use Element Chapter 25, short-term rental use may be permitted for any single-family unit having land use designation(s) of SFR, ER, RR, or RMH subject to Use Permit, if consistent with applicable Area Plan policies. In the Long Valley area plan, short-term rentals must be owner-occupied and are subject to a Short-Term Rental Activity Permit.

## **CEQA COMPLIANCE**

Project is consistent with a Class 1 California Environmental Quality Act (CEQ) exemption.

Class (1) 15301 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Examples include but are not limited to:

- Interior or exterior alternations involving such things as interior partitions, plumbing, and electrical conveyances,
- Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences, and
- Conversion of a single-family residence into office use.

Single-family homes that are rented on a short-term basis (as an owner-occupied rental) will still be used as single-family homes in a matter that is not substantially different from how they would be used if they were occupied by full-time residents or long-term renters. In addition, short-term rentals are subject to compliance with regulations governing the management of these units stipulated in Mono County Code Chapter 5.65, which addresses aesthetics, noise, parking, utilities, and other similar issues. As a result, rental of a single-family residence is not an expansion of use, and is no more intensive or impactful than, for example, the continued use of the unit for residential or conversion of a single-family residence to office use.

## **DISCUSSION**

STR Activity Permit 21-002/Gordon is a proposal for an owner-occupied short-term rental (STR) located at 90 Aspen Place (APN 060-210-067) in Crowley Lake (Figure 1). The property is designated Single-Family Residential (SFR) which is an appropriate land use designation for the proposed use. The project proposes to rent the four-bedroom/four-bathroom main house (see Figure 2). The owners will occupy the detached accessory dwelling unit (ADU). The maximum number of occupants for the proposed four-bedroom rental is 10 people and four vehicles (plus two additional vehicles for the owners). Only a single party of individuals may occupy the rental at a time.

The Planning Commission approved Use Permit 20-009/Gordon for this short-term rental at a noticed public hearing on March 18, 2021, with a modification to remove one proposed parking space.

The property is owned by Dan and Kara Gordon and this will be the only STR Activity Permit granted to both property owners. Under penalty of perjury, the applicant has agreed to comply with all requirements of Mono County Code, Chapter 5.65, including section 5.65.110, “short-term rental (STR) standards and requirements.” The property will be managed by the applicants/owners who will be onsite during all short-term rental activity.

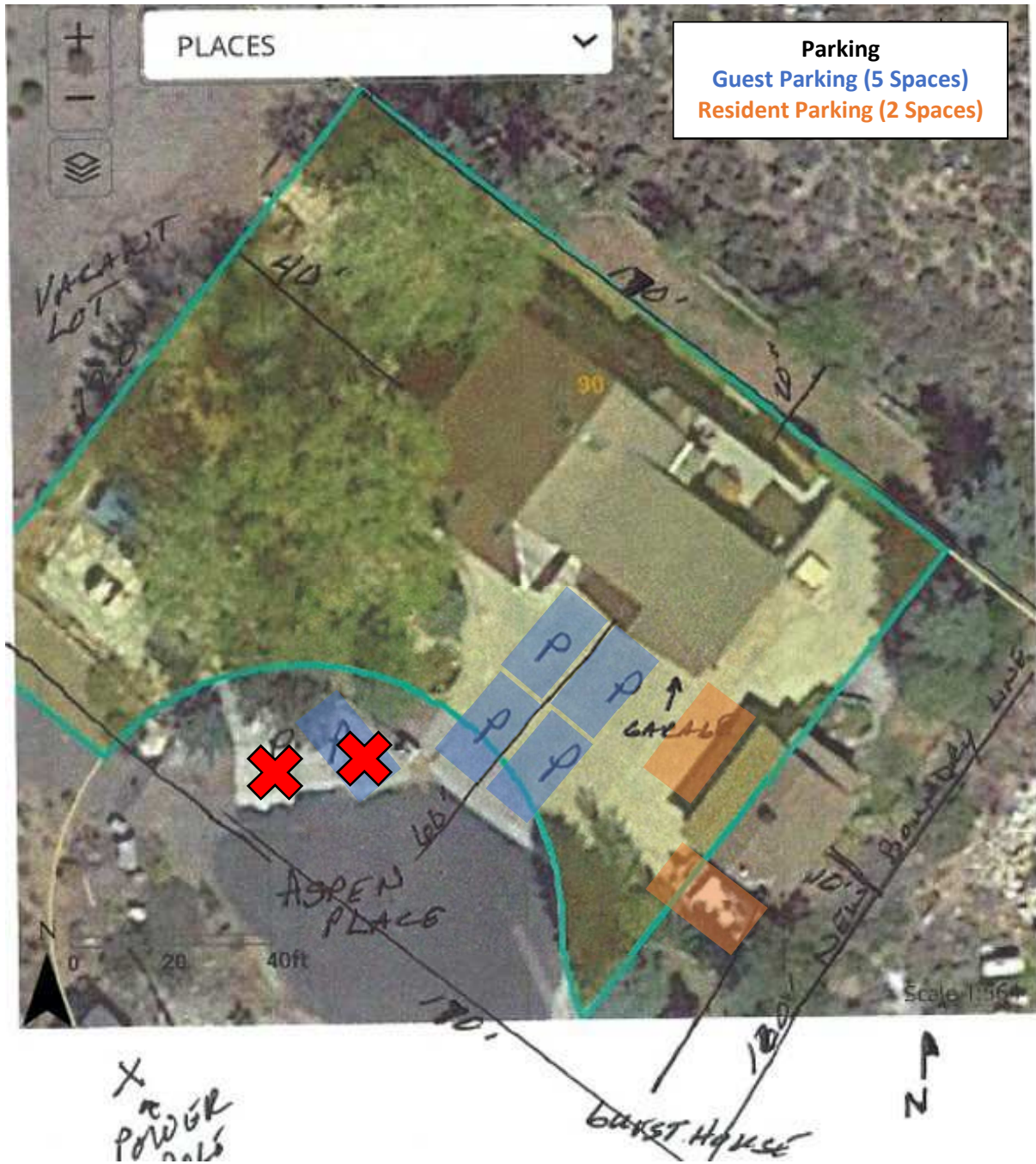
Dan and Kara Gordon is in the process of obtaining a Mono County Business License and a Mono County Transient Occupancy Tax Certificate. The rights of this STR Activity Permit may not be exercised prior to obtaining the business license and tax certificate.

This permit is nontransferable and will terminate upon sale or transfer of the property or upon revocation of any corresponding Use Permit.

**FIGURE 1: PROJECT LOCATION**



**FIGURE 2: SITE PLAN**



Site plan is not to scale. Parcel lines were redrawn by the property owners due to the inaccurate alignment shown in Mono County Parcel Viewer. Planning Commission reduced the parking approved under UP 20-009 to a total of six spaces (four spaces for renters and two spaces for property owners). Eliminated parking spaces have a red “x” on the above site plan.

## ACTIVITY PERMIT FINDINGS

Following the noticed public hearing to consider the approval of an STR Activity Permit, the Board must make the following findings to issue the permit (Mono County Code 5.65.080.C)

1. *The short-term rental, as proposed, will comply with the requirements of state law and regulations, the Mono County General Plan, the Mono County Code, and this Chapter.*

In approving Use Permit 20-009/Gordon, the Planning Commission found that the project complies with the Mono County General Plan. The applicant has certified under penalty of perjury that the property complies with all requirements of Mono County Code Chapter 5.65. The rental unit will be equipped with interior and exterior signage (Attachments 1 & 2) notifying renters of these requirements (MCC §5.65.110.B). Per §5.65.120.B, the owner shall maintain property insurance coverage specific to short-term rentals.

The address of the rental unit is unobstructed and is clearly visible by the passerby (Site Photo 1). However, the existing outdoor light fixtures on rental unit and the streetlamp adjacent to Aspen Place turnaround do not meet the required standards (Site Photo 1). No outdoor light fixtures were observed on the owner-occupied ADU (Site Photo 2). A condition of approval for this project shall be to retrofit or replace outdoor lighting fixtures on the main unit to be compliant with Mono County General Plan Dark Sky Regulations Chapter 23.050 “General requirements.” Another condition of approval shall be to install a Dark Sky compliant light fixture at the primary entrance to the ADU.

### SITE PHOTO 1



*Existing exterior lighting and addressing on the proposed rental unit.*

## SITE PHOTO 2



*No exterior lighting observed on the owner-occupied ADU.*

- 2. The property has all necessary land use entitlements as required by the Mono County General Plan.*

The project received a Use Permit on March 18, 2021 (Attachment 5).

- 3. The owner has demonstrated to the satisfaction of the Board the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and MCC Chapter 5.65.*

The owner has demonstrated the ability to comply with the Mono County General Plan. This application has received a Use Permit and complies with the Long Valley Area Plan polices and Mono County General Plan policies once the Activity Permit conditions are met. The applicant has provided all necessary materials per MCC Chapter 5.65 requirements.

- 4. The Board determines that issuance of the permit is in the best interests of the community, the County, and the citizens of and visitors to Mono County based on the following:*

- Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed short-term rental;*

A public hearing notice for the Use Permit was published in the February 13, 2021, edition of The Sheet. Notice was also mailed February 3, 2021 to property owners within a 500' radius of the site per Land Use Element Chapter 25. Seventy-six notices were mailed to the parcels within the 500' noticing buffer and seven comments were received by staff. One comment was in support of the project, five were opposed to the project and the other comment received was from the LVFPD.

The five comments opposed were from property owners in the Whiskey Creek condo complex, located at the edge of the 500' boundary located on Aspen Terrace. The concerns expressed in the letter opposing the project are as follows:

1. Vacationer and neighbor conflict
2. Illegal STRs
3. Neighborhood impacts such as parking, traffic, noise, trash, and snow removal issues.
4. Long-Term Rentals: A preference for long-term rentals at on the property.

The concerns above are addressed as follows:

1. Vacationer & Neighbor Conflict: Owner-occupied rentals require the owner to be onsite during all short-term rentals and closely monitor their renters to ensure compliance with regulations and therefore prevent impacts to neighbors and community character. Additionally, under the STR Activity Permit the onsite owners are required to post a 24- hour phone number. Neighbors can utilize this contact number to speak directly to the property owners if the renters are being disruptive. Violations by an active short-term rental are grounds for County enforcement action that may incur fees and failure to correct violations is grounds for suspension or revocation.
2. Illegal Short-Term Rentals: The details provided about the illegal short-term rental near Whiskey Creek condo complex has been forwarded to Mono County Code Compliance to investigate. Future violations should be reported to Mono County Code Compliance, more information on that process is available at following link. <https://monocounty.ca.gov/community-development/page/code-compliance>
3. Neighborhood Impacts: The use permit for this STR sets the maximum number of vehicles permitted for this owner-occupied STR. The Planning Commission reduced the total number of vehicles to six, four vehicles for renters plus two vehicles for property owners. All parking spaces meet requirements specified in Mono County Land Use Element, Chapter 6 – Parking and all parking must occur as shown in Figure 5 (please see Parking section for additional analysis). Mono County Code section 5.65 and the STR Activity Permit require that all parking occur on the property and prohibits off-site and on-street parking (full text below). In addition, this code section and the STR Activity Permit also requires the property owner to remove snow from “driveways, walkways, stairs, decks, and all exits, and entrances shall be performed prior to each occupancy period, and during any occupancy period as needed to maintain the functionality of these areas” (full text below).

**MONO COUNTY CODE SECTION 5.65 (§5.65.110)**

*D. Parking. Parking requirements shall be based on the parking requirements set forth in the Mono County General Plan, and the number of vehicles shall not exceed the number of parking spaces. Parking requirements for the rental unit shall be noticed in the rental agreement and posted on and in the unit. There shall be no off-site or on-street parking allowed, and parking on*

*property owned by other persons shall be considered a trespass. A violation of this section may subject any person to administrative, civil, and criminal penalty, including fines and towing of any vehicle, as authorized by state and local law.*

*F. Snow Removal. The property owner or manager shall ensure that snow removal from driveways, walkways, stairs, decks, and all exits, and entrances shall be performed prior to each occupancy period, and during any occupancy period as needed to maintain the functionality of these areas. Snow removal from driveways, pathways, exits and entrances, and removal of snow, ice, and ice dams from roofs, decks, and stairs shall be performed in a timely manner as necessary to protect any person who may be using or visiting the rental unit.*

4. Long-Term Rentals: The property owners retain the right to conduct rent long-term rentals (30-days or more), these rentals are not regulated by Mono County and would not require any additional Planning Division approvals.

A public hearing notice for the Activity Permit was published in the May 1 edition of The Sheet (Attachment 3) and mailed to property owners within a 300' radius of the project on April 28, 2021 (Attachment 4). No comments were received as of the drafting of this staff report.

- *Whether the property owner has demonstrated to the satisfaction of the Board the ability and capacity to manage the short-term rental in a way that minimizes articulable negative impacts on the surrounding community or adjacent properties. And be responsive to community concerns and complaints; and*

The applicant will be onsite in the ADU for all short-term rentals and will be responsible for minimizing negative impacts and responding to any community concerns or complaints.

- *The potential for the short-term rental to impact other community needs and issues, such as the availability of workforce housing units.*

A four-bedroom main house will be utilized as a short-term rental and the maximum occupancy will be ten people. Neither the main house nor the detached ADU have been rented on a long-term basis as workforce housing.

The Board shall deny an application that meets any of the following criteria:

1. The owner has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
2. A previous STR Activity Permit issued under this Chapter involving the same owner or any person having partial ownerships as described in subsection 5.65.070(C)(1), has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.

3. The owner, including any person with partial ownership as described in subsection 5.65.070(C)(1), has been determined, by an administrative hearing body or a court of competent jurisdiction, to have engaged in short-term rentals in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could be filed has expired.
4. A person with an ownership interest in the property, as described in subsection 5.65.070(C)(1), has an existing STR Activity Permit on another property within Mono County.

None of the conditions stated above appear to apply to this property or the property owner.

### **CONDITIONS OF APPROVAL**

#### **Short-Term Rental Activity Permit 21-002/Gordon**

1. Prior to any rental activity, exterior lighting fixtures on the main unit shall be replaced or retrofitted to comply with Chapter 23 – Dark Sky Regulations, and a Dark Sky compliant light fixture shall be installed at the primary entrance to the ADU.
2. The address of the rental unit must be unobstructed at all times and clearly visible by passersby.
3. STR Activity Permits shall be limited to one per parcel and one per person regardless of whether the ownership interest is in whole or in part. In other words, an STR Activity Permit shall not be approved if a person with an ownership interest in the property, whether in whole or in part, has an existing STR Activity Permit on another property within Mono County.
4. An STR Activity Permit does not create any property interest in the property owner, is not transferable, and automatically terminates upon the transfer or upon revocation of any corresponding Use Permit.
5. An STR Activity Permit issued under this Chapter is an annual permit and shall expire on August 31<sup>st</sup> each year (unless renewed or revoked in accordance with this Chapter). Mono County Code Chapter 5.65.090 provides the process to follow for renewal or modifications to this permit.
6. A Mono County business license and TOT certificate shall be obtained prior to commencing rentals, and the business license and TOT certificate shall be maintained in good standing.
7. The STR property must provide exterior and interior signage consistent with MCC 5.65.110.B.
8. The STR Activity Permit number, which shall be assigned at the time the permit is issued, shall be posted in the title of every short-term rental advertisement, whether online or in other promotional or advertising materials.
9. The rental property must comply with all requirements of the Mono County Building Division, Environmental Health Department, and Mono County Code 5.65.



10. Rental property shall comply with the Mono County General Plan and Conditional Use Permit 20-009.

This staff report has been reviewed by the Community Development Director.

**ATTACHMENTS**

1. Interior Sign & Guest Information
2. Exterior Sign
3. Published Public Hearing Notice
4. Mailed Public Hearing Notice
5. Use Permit 20-009 Planning Commission Packet

# Welcome to our Crowley Lake home

We hope you enjoy your stay. There are many things to see and do in the area and Eastern Sierra, hiking, biking, fishing, skiing, snow shoeing just to name a few.

The Address is 90 Aspen Place  
Crowley Lake, CA 93546

In case of emergency call **911** (Mono Co Sheriff's Office, Fire/Paramedics - Long Valley FPD)

Any other issues you can contact us: Dan & Kara Gordon, at 626-905-1229

Fire extinguishers are located Upstairs in pantry, Downstairs in hall closet.

Evacuation plan: Upstairs – living room exit side door at NW corner to outside. In recroom exit slider to deck and down the stairs. Downstairs – exit through front door. Community Evacuation – Proceed to Crowley Lake Drive, left to stop sign (South Landing Rd.). Left to hwy 395 N to town of Mammoth Lakes (approx. 10 mi). Right turn for South hwy 395 to town of Bishop (approx. 20 mi).

## **Area Attractions:**

Hot Creek Geological area – Take hot creek road (just past the airport) and follow signs.

Rock Creek Lake – above Tom's Place, beautiful lake, many lakes to hike to from the trail head. Take road to end, above lake.

Convict Lake – Turn off by airport, another beautiful lake with a nice hike around the lake. Convict Lake Resort Restaurant is a great place (a little pricey but gourmet. The pizza is good as well but can only get it in the bar area and served only in the summer time).

Crowley lake does charge a fee to get in, all other lakes are no charge. For swimming and water sport activities, Crowley lake is warmer than the other lakes in the area.

Town of Mammoth Lakes – Restaurants, grocery shopping, boutique shops, etc.

Grocery Stores – Two in Mammoth Lakes: Vons is at the corner of Old Mammoth Road and Meridian.

Grocery Outlet: on Old Mammoth Road across from Rite Aid

(Remember, you are in California and will need to bring a shopping bag or purchase one)

Crowley Lake Store / Shell gas station – on South Landing Drive (you probably past it on your way to the house), has limited items, mostly for convenience. Also has good pizza and pastries, worth checking out. The gas prices at the store are comparable to the Shell station in Mammoth Lakes.

Internet is: **Aspen90-Guest**

PW: **fishski90**

## **House Rules:**

A few things to note about the house:

We do have neighbors close enough to hear noise (loud talking, yelling, music, etc) above, below and next to our property, and noise travels in this community. Please be respectful to the neighbors and community, keep the noise level down after 10 pm **and remember NO PARTIES.** Thank you

**Downstairs:** 3 Bedrooms and 2 bathrooms. Thermostat is located in the hallway between two of the bedrooms. It stays very cool downstairs and can get very warm upstairs so set thermostat accordingly. Setting the thermostat to 68 and running the pellet stove in the winter keeps the house comfortable. Hall closet has cleaning items and owners personal items so no need to get into that closet.

Washer and dryer are located in the first closet as you enter the “bunk room.”

## **Upstairs:**

**Kitchen:** You are welcome to use items in the pantry as needed. Please do not throw anything out, we have a crew that comes and will take care of expired items.

The stove top is an induction stove and only works with the copper pans or pans that contain iron or magnetic metal. So not all pans may work, the stove “burner” will not work if the pan/pot is not compatible. Items for dish cleaning are under the sink. To work the trash compactor, use your foot and lift UP on the release pedal to activate it.

The refrigerator is not hooked up to water. It does not dispense water or make ice. There are a couple of ice trays in the top freezer drawer to make ice. Also, there is a counter top ice maker on the “coffee bar” in the rec room.

The upstairs gets very warm in the summer, we recommend keeping a few windows open.

**Ceiling Fans:** The ceiling fan in the living room over the couch is set for summer operations, circulating the air for warm days. The fan over the dining table is set for winter operations (spinning the opposite way) to circulate warm air trapped at the top of the ceiling. The controls for the ceiling fans are below the clock between the pellet stove and breakfast nook. Use the ceiling fans during the winter to circulate the warm air (during the winter, both fans are set for winter).

Pellet Stove controls are on the left side of the stove when facing the stove. Pellets are in the metal tub next to the pellet stove (pellets go in the top). To turn the pellet stove on just turn the knob that says “stove temp, room temp” to stove temp about half way. You will hear the fan start. It takes a few minutes for it to ignite. There is no need to adjust any other knob or setting on the control panel. To turn the stove off just turn the same knob to off. It will take a while to completely turn off. There should be a couple of bags of pellets in the entry / mud room.

## **Master bedroom:**

The closet is locked for owners use. There is a curtain rod near the bathroom to hang clothes.

## **Rec Room:**

TV: We have YouTubeTV for local stations (local channels are a Reno feed). Also, if you have subscription media the tv is connected to wireless internet.

Billiards items are on the wall. Games and puzzles are on the corner shelf and in the cabinet built into the back wall. Please place all items used back where you found them when you are done. Thank you.

Please do not disturb display items or items behind the bar. Thank you.

**Outside:**

**PARKING:** Please park in front of the 2 car door of the garage. Do not park near the guesthouse as that is where we park our cars. Please leave enough room for us to get our cars out. Thank you

**THE JACUZZI** – We do not guarantee the jacuzzi will be working during your stay.

The jacuzzi is set at 80 degrees so will need to be turned up several hours before use. Please turn temp back to 80 degrees before check out. Also, please ensure spa cover is latched after use, the wind gets strong here and can blow the cover off the spa.

During the warmer months, enjoy the bbq and fire pit area, instructions for using the smoker/bbq are located on the bbq. There should be bbq tools next to the bbq (they might be in a metal case).

There might be fire wood along the fence to use for the fire pit otherwise you will need to provide wood. Do not use the wood in the lot next door, that is not our wood, thank you.

There are marshmallow roasting sticks either in the house or in the bbq area.

Please keep fires in the fire pit small (no bonfires please), embers from the fire could possibly ignite the brush below the house (the fire department gets nervous when they see a big fire).

There is a hose at the sprinkler box (large box next to house near fire pit area), keep the hose charged and near the fire pit. **Please extinguish fires before leaving the fire pit area for the night.**

Remember, we are in bear country. **Any food or trash must be taken inside for the night...**it will attract bears and other critters. You can put trash in the trash can in the entryway.

**During the winter months**, you are welcome to use the bbq if you can get to it. Do not remove the cover from the fire pit we do not allow fires there because there are no hoses out to extinguish the fire. Hoses are put away during the winter and outside water is turned off.

There should be a trash can in the entryway of the house. This is for your trash when you leave at the end of your stay. If you are staying through a Friday, please put the trash can outside in the cul-de-sac for pick up in the morning (Friday is trash day).

Failure to conform to the parking, trash disposal and occupancy requirements for the rental unit may result in immediate removal from the premises and administrative, civil or criminal penalty.

**Check-out:**

Please make sure all doors and windows are closed, lights and fans are turned off before leaving. Make sure pellet stove is off and spa is turned down to 80 degrees (lowest setting) and cover is latched.

If you have any questions or needs please call us:

Dan & Kara 626-905-1229

Other phone #'s are listed on a board in the entryway.

Enjoy your stay.

# Welcome

**90 Aspen Place  
Crowley Lake, CA 93546**

For any issues or needs please contact Dan & Kara Gordon (owners) at 626-905-1229

Maximum Occupancy: 10

Maximum Vehicles: 4

Please park in designated parking area as noted below:



# MONO COUNTY PLANNING COMMISSION

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

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

April 28, 2021

To: The Sheet

From: Heidi Willson

Re: Legal Notice for **May 1** edition

Invoice: Heidi Willson, PO Box 347, Mammoth Lakes, CA 93546

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## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mono County Board of Supervisors will conduct a public hearing on **May 11, 2021**. As authorized by Gov. Newsom's Executive Orders, N-25-20 and N-29-20, the meeting will be accessible remotely by livecast at: <https://zoom.us/join> and by telephone at: 669-900-6833 (Meeting ID# is 941 5603 5858) where members of the public shall have the right to observe and offer public comment, to consider the following: **1:00 p.m. SHORT-TERM RENTAL ACTIVITY PERMIT 21-002/Gordon**. The proposal is for an owner-occupied short-term rental at 90 Aspen Place in Crowley Lake (APN 060-210-067). The existing four-bedroom/four-bathroom main residence would be rented while the owners occupy the detached accessory dwelling unit. Maximum occupancy is 10 people and six vehicles (four vehicles for renters and two vehicles for the property owners). The parcel is designated Single-Family Residential (SFR). In accordance with the California Environmental Quality Act, a Notice of Exemption will be filed. Project materials will be available for public review online at <https://monocounty.ca.gov/bos/page/board-supervisors-116> and hard copies are available for the cost of reproduction by calling 760-924-1800. INTERESTED PERSONS may provide comments to the Board of Supervisors to present testimony by emailing [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov) or, prior to or at the hearing, file written correspondence with: Community Development Department, Attn: Kelly Karl, PO Box 347, Mammoth Lakes, CA 93546. Written comments must be received by **1 p.m. on May 11, 2021**. If you challenge the Board's decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Community Development Department at, or prior to, the public hearing.

###

# Mono County Community Development Department

## Planning Division

P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
commdev@mono.ca.gov

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For additional questions, please contact the Mono County Planning Division:

Kelly Karl, Associate Planner  
PO Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1809, [kkarl@mono.ca.gov](mailto:kkarl@mono.ca.gov)

# Mono County Community Development Department

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P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
commdev@mono.ca.gov

## Planning Division

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

March 18, 2021

To: Mono County Planning Commission

From: Kelly Karl, Associate Planner

Re: Use Permit 20-009/Gordon

### RECOMMENDATION

It is recommended the Planning Commission take the following actions:

1. Hold a public hearing, receive testimony, deliberate, and make any desired changes.
2. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and instruct staff to file a Notice of Exemption;
3. Make the required findings as contained in the project staff report; and
4. Approve Use Permit 20-009 subject to Conditions of Approval.

Alternatively, find that the project does not meet the required findings and deny Use Permit 20-09. Staff may request a short recess to draft denial findings based on Commission direction.

### BACKGROUND

In March 2017, the Board adopted amendments to Chapter 25 as recommended by the Planning Commission, which regulated short-term rentals in certain residential land use designations. Subsequently, the Board enacted a 45-day, then a 10.5 month, followed by a one-year moratorium on not owner-occupied short-term rentals, and directed staff to 1) first complete a public process to revise the June Lake area plan to address specific short-term rental issues in this community; and 2) revisit area plan policy discussions with other communities on where not owner-occupied rentals should be allowed/not allowed.

In April 2018, the Board adopted a General Plan Amendment revising the June Lake area plan and short-term rental regulations, at the recommendation of the Planning Commission, to address issues specific to June Lake. These regulations established a two-part permitting process: 1) a use permit approval by the Planning Commission under Chapter 25 of the General Plan, and 2) a Short-Term Rental Activity Permit approval by the Board of Supervisors under Mono County Code Chapter 5.65.

Finally, Mono County adopted General Plan Amendment 19-01 on February 12, 2019, prior to the moratorium ending, which identifies the types and locations of acceptable short-term rentals in the county. Mono County Code Chapter 5.65 establishes a Short-Term Rental Activity Permit governing the operation of rentals and making the approval non-transferrable if ownership changes, and the new owner would need to apply for a new Activity Permit. The Short-Term Rental



Activity Permit is approved separately from the Use Permit by the Board of Supervisors and is also required prior to commencement of rental activity.

Under Mono County General Plan Land Use Element Chapter 25, short-term rental use may be permitted for any single-family unit having land use designation(s) of SFR, ER, RR, or RMH subject to Use Permit, if consistent with applicable Area Plan policies. In the Long Valley area plan, short-term rentals must be owner-occupied and are subject to a Short-Term Rental Activity Permit.

### **PROJECT DESCRIPTION**

UP 20-009/Gordon is a proposal for an owner-occupied short-term rental located at 90 Aspen Place (APN 060-210-067) in Crowley Lake (see Figure 1). The parcel is less than an acre (~0.34-acre) in size and is designated Single Family Residential (SFR). The project proposes to rent the four-bedroom and four-bathroom main house (see Figure 3) and the property owners will occupy the detached accessory dwelling unit (ADU). Maximum occupancy for the proposed four-bedroom rental is 10 people and seven vehicles (five vehicles for renters and two vehicles for the property owners). Only a single party of individuals may occupy the rental at a time.

The land use designations for the adjacent properties to the east and west are single-family residential (SFR), the large parcel to the north is Commercial (C) and Specific Plan (SP), and the parcels to the south are also (C) (see Figure 2).

A site visit was conducted on January 7, 2021, to verify site conditions (see Site Photos 1, 2, & 3), measure the dimensions of the proposed parking areas, and confirm the location of the closest fire hydrant. Please see the Parking and Fire Safe Regulations sections below for additional analysis.

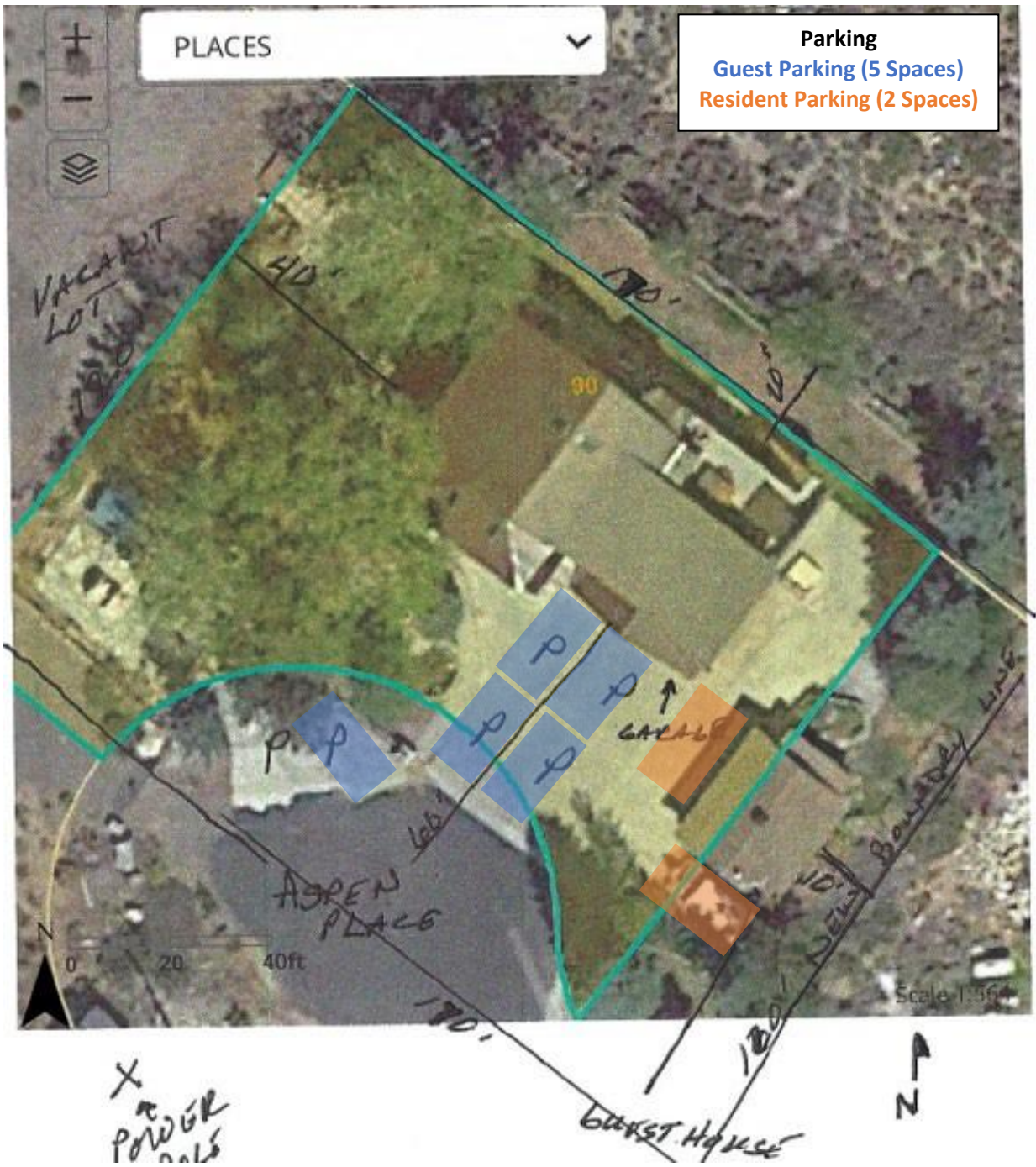
**FIGURE 1: PROJECT LOCATION**



**FIGURE 2: PROJECT LAND USE DESIGNATION**

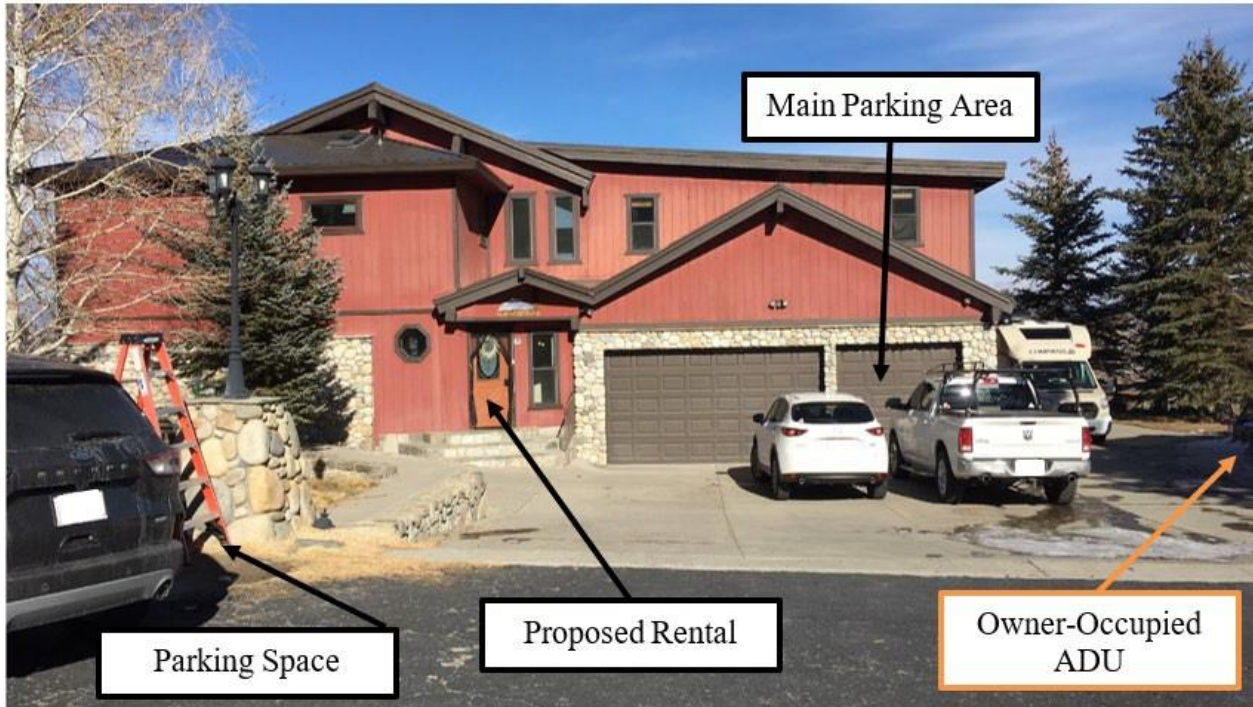


**FIGURE 3: SITE PLAN**



Site plan is not to scale. Parcel lines were redrawn by the property owners due to the inaccurate alignment shown in Mono County Parcel Viewer.

**SITE PHOTO 1 – 01/07/21**



*The proposed four-bedroom short-term rental and main parking area.*

**SITE PHOTO 2 – 01/07/21**



*Looking east at the owner-occupied ADU and the two parking spaces for property owners.*

### **SITE PHOTO 3 – 01/07/21**



*Looking west at the additional parking space for short-term renters.*

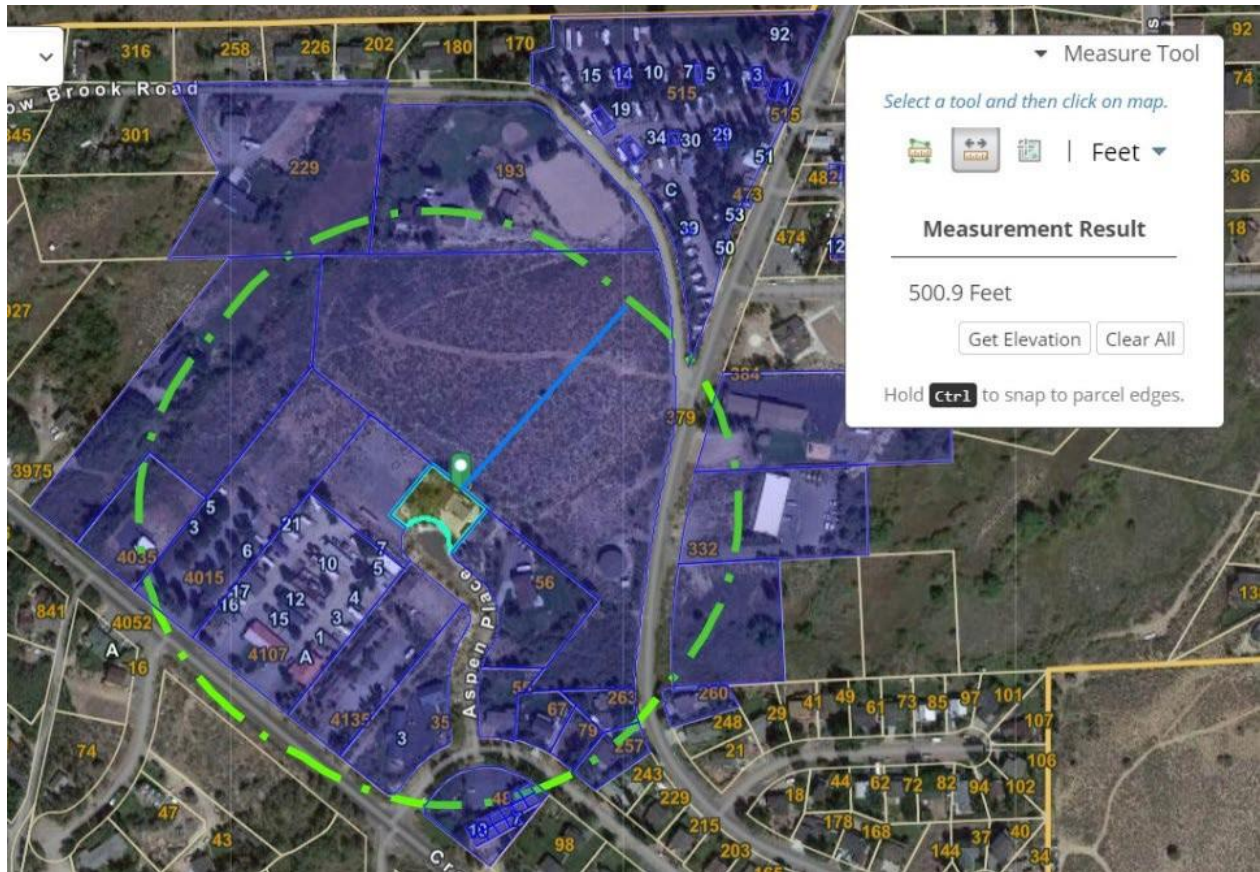
#### **LAND DEVELOPMENT TECHNICAL ADVISORY COMMITTEE (LDTAC)**

The LDTAC reviewed and approved the application for processing on October 5, 2020. The draft conditions of approval for this project were reviewed and approved with edits by LDTAC on March 1, 2021. LDTAC requested a condition of approval requiring a one-time bacteriological test for the existing well. The Long Valley Fire Protection District (LVFPD) requested that language specifying that only owner-occupied rentals are permitted should be added for clarity. The LVFPD expressed general concern about accessibility of the parcel in winter and noted general safety concerns associated with a not owner-occupied short-term rental.

#### **PUBLIC HEARING NOTICE**

A hearing notice was published in the February 13, 2021, edition of The Sheet (Attachment 1). Notices were mailed February 3, 2021, to property owners within a 500' radius of the site per Land Use Element Chapter 25 (Attachment 2). Seventy-six notices were mailed to the parcels within the 500' noticing buffer (see Figure 4) and four comments were received by staff by the March 10 publishing deadline (Attachment 3). One comment was in support of the project, two were opposed to the project and the other comment received was from the LVFPD. The two comments opposed were from property owners in the Whiskey Creek condo complex, located at the edge of the 500' boundary located on Aspen Terrace. Any comment letters received between the publication deadline and the public hearing will be provided to the Planning Commission along with a verbal update at the meeting.

**FIGURE 4: 500' NOTICING BOUNDARY**



Comment 1 – Opposed based on the following:

1. Vacationer & Neighbor Conflict: A commenter noted that short-term rentals were prohibited within a nearby condo complex due to vacationers not following posted rules (such as quiet hours, parking in designated unit spaces only, etc.) which created conflict between long-term residents. Vacationers need the freedom to relax and enjoy themselves and the best environment for this is in a traditional hotel or motel.

Comment 2 – LVFPD

1. Owner-Occupied Rental: LVFPD requested additional language specifying that only owner-occupied rentals occur on this parcel be added to the conditions of approval due to general safety concerns associated with not owner-occupied short-term rental use.

Comment 3 – Opposed based on the following:

1. Illegal Short-Term Rentals: The commenter noted that Crowley Lake is a high-density area, especially along Aspen Terrace, and an existing illegal short-term rental near the Whiskey Creek condo complex creates overflow traffic and parking issues along Aspen Terrace as well as noise disturbance (from parties).

2. Neighborhood Impacts: Allowing short-term rentals in a heavily populated area like Aspen Terrace will likely increase the impact to the overall environment of the community.
3. Parking/Snow Removal Concerns: The proposed rental provides parking for 5 vehicles for renters and 2 vehicles for property owners. If the private road is not plowed and kept clear on weekends and during large storms these renters could end up utilizing the privately maintained Whiskey Creek condo complex parking lot which has been the case with past short-term rentals.
4. Long-Term Rentals: The commenter noted that long-term rentals would benefit the community by providing housing as well as the property owners. This would also preserve the peaceful character of the Crowley Lake community.

The concerns above are addressed as follows:

1. Vacationer & Neighbor Conflict: Owner-occupied rentals require the owner to be onsite during all short-term rentals and closely monitor their renters to ensure compliance with regulations and therefore prevent impacts to neighbors and community character. Additionally, under the STR Activity Permit the onsite owners are required to post a 24-hour phone number. Neighbors can utilize this contact number to speak directly to the property owners if the renters are being disruptive. Violations by an active short-term rental are grounds for incurring fees and failure to correct violations is grounds for suspension or revocation.
2. Owner-Occupied Rental: The language of the conditions of approval have been updated to reflect the changes requested by the LVFPD.
3. Illegal Short-Term Rentals: The details provided in Comment 3 about the illegal short-term rental near Whiskey Creek condo complex has been forwarded to Mono County Code Compliance to investigate. Future violations should be reported to Mono County Code Compliance, more information on that process is available at following link. <https://monocounty.ca.gov/community-development/page/code-compliance>
4. Neighborhood Impacts: See Response #1 above.
5. Parking/Snow Removal Concerns: The use permit for this STR sets the maximum number of vehicles permitted for this owner-occupied STR at seven vehicles, five vehicles for renters plus two vehicles for property owners. All parking spaces meet requirements specified in Mono County Land Use Element, Chapter 6 – Parking and all parking must occur as shown in Figure 5 (please see Parking section for additional analysis). Mono County Code section 5.65 and the STR Activity Permit require that all parking occur on the property and prohibits off-site and on-street parking (full text below). In addition, this code section and the STR Activity Permit also requires the property owner to remove snow from “driveways, walkways, stairs, decks, and all exits, and entrances shall be performed prior to each occupancy period, and during any occupancy period as needed to maintain the functionality of these areas” (full text below).
6. Long-Term Rentals: The property owners retain the right to conduct rent long-term rentals (30-days or more), these rentals are not regulated by Mono County and would not require any additional Planning Division approvals.

**MONO COUNTY CODE SECTION 5.65 (§5.65.110)**

*D. Parking. Parking requirements shall be based on the parking requirements set forth in the Mono County General Plan, and the number of vehicles shall not exceed the number of parking spaces. Parking requirements for the rental unit shall be noticed in the rental agreement and posted on and in the unit. There shall be no off-site or on-street parking allowed, and parking on property owned by other persons shall be considered a trespass. A violation of this section may subject any person to administrative, civil, and criminal penalty, including fines and towing of any vehicle, as authorized by state and local law.*

*F. Snow Removal. The property owner or manager shall ensure that snow removal from driveways, walkways, stairs, decks, and all exits, and entrances shall be performed prior to each occupancy period, and during any occupancy period as needed to maintain the functionality of these areas. Snow removal from driveways, pathways, exits and entrances, and removal of snow, ice, and ice dams from roofs, decks, and stairs shall be performed in a timely manner as necessary to protect any person who may be using or visiting the rental unit.*

**CEQA COMPLIANCE**

The project is consistent with a Class 1 California Environmental Quality Act (CEQA) exemption. Class 1 (15301) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Examples include but are not limited to:

- Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances;
- Conversion of a single-family residence to office use.

Single-family homes that are rented on a short-term basis (as an owner-occupied rental) will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full-time residents or long-term renters. In addition, short-term rentals are subject to compliance with regulations governing the management of these units stipulated in Mono County Code 5.65, which addresses aesthetics, noise, parking, utilities, and other similar issues. As a result, rental of a single-family residence is not an expansion of use, and is no more intensive or impactful than, for example, conversion of a single-family residence to office use.

**GENERAL PLAN CONSISTENCY**

The project is consistent with Chapter 25, Short-Term Rentals, which established a process to permit short-term rentals for single-family units that do not exhibit reasonable opposition by neighbors who may be directly affected, and when consistent with applicable Area Plan policies.

The project is consistent with both Countywide Land Use Policies that seek to maintain and enhance the local economy and allow for short-term rentals on ER parcels subject to Chapter 25.



The project is consistent with Long Valley Area Plan Policies which allow for owner-occupied rentals and seek to provide opportunity for commercial development in order to provide necessary services to local communities.

## **MONO COUNTY LAND USE ELEMENT, COUNTYWIDE LAND USE POLICIES**

The project is consistent with the following Countywide land use policies:

**Objective 1.I.** *Maintain and enhance the local economy.*

**Policy 1.I.1.** *Land use designations shall provide sufficient land for the economic development of community areas.*

**Objective 1.M.** *Regulations of short-term rentals in residential land use designations (e.g., SFR, ER, RR, or RMH, excluding MFR-M and MFR-H) are needed to protect residential neighborhood character and quality of life, as well as capture potential benefits to the extent possible.*

**Policy 1.M.1.** *Approvals of Owner-Occupied and Not Owner-Occupied short-term rental operations shall be specific to the property owner and non-transferrable. Sale or transfer of the property renders the approval to operate the rental null and void.*

**Action 1.M.1.a.** *The following permits are required to operate Owner-Occupied and Not Owner- Occupied short-term rentals: 1) a Use Permit pursuant to Chapter 25, and 2) a Short-Term Rental (STR) Activity Permit pursuant to Mono County Code Section 5.65. The STR Activity Permit shall be specific to the property owner and non-transferrable.*

The Commission may deny an application based on the following Countywide policy or an inability to make the required findings:

**Policy 1.M.3.** *In addition to reasonable opposition by the neighborhood, short-term rental applications may be denied in neighborhoods with certain safety and/or infrastructure characteristics that are not compatible with visitor use, or where conflicts with other regulations exist.*

**Action 1.M.3.a.** *Short-term rental applications may be denied where one or more of the following safety or infrastructure conditions exist:*

- *Emergency access issues due to a single access point to/from the neighborhood (see Safety Element, Objective 5.D. and subsequent policies, and Land Use Element 04.180).*
- *Access to the parcel, in whole or part, includes an unimproved dirt road (e.g., surface is not paved or hardened with a treatment) and/or roads are not served by emergency vehicles.*
- *The majority of parcels in a neighborhood/subdivision are substandard or small (less than 7,500 square feet), potentially resulting in greater impacts to adjacent neighbors and/or changes to residential character.*

- *Current water or sewer service is inadequate or unable to meet Environmental Health standards.*

The project is also required to comply with Mono County Code Chapter 5.65 and receive Board of Supervisors approval for the Short-Term Rental Activity Permit in a public hearing. The purpose of Chapter 5.65 is to implement procedures, restrictions, and regulations related to the operation of a short-term rental. It also provides enhanced enforcement tools to address unauthorized short-term rentals countywide.

## **MONO COUNTY LAND USE ELEMENT, LONG VALLEY AREA PLAN POLICIES**

The project is consistent with the following Long Valley Area Plan Policies:

***Objective 23.B. Maintain, protect, and enhance the quality and livability of community areas.***

***Policy 23.B.1. Preserve and enhance existing single-family residential uses.***

***Action 23.B.1.d. Prohibit not-owner occupied short-term rentals (see Chapter 25) in the Long Valley Planning Area.***

***Policy 23.B.2. A mix of land uses (e.g., commercial and residential) may be allowed provided they do not adversely affect the rural residential character of the surrounding area.***

***Objective 23.C. Provide for commercial development that supplies the local community with convenient and necessary goods and services.***

***Policy 23.C.1. Provide adequate land for existing and future commercial needs.***

***Action 23.C.1.a Designate a sufficient amount of land to accommodate tourist and community commercial needs.***

## **PARKING**

Owner-occupied rentals are required to provide adequate parking for both the property owners and potential renters. Per Chapter 5.65 of the County Code, the number of vehicles shall not exceed the number of parking spaces. The parcel is located at an elevation below 7,000 feet which requires 9' x 18' parking stall dimensions. The project provides a total of seven parking spaces, two paved/uncovered spaces for the property owners and five paved/uncovered spaces for renters. Four of the proposed parking spaces are located within the existing paved driveway and an additional guest parking space is located in a small, paved area near the top of the turnaround for Aspen Place (see Figures 5 & 6). A condition of approval for this project requires that all parking occur on the property and that the parked vehicles not obstruct the access to the turnaround on Aspen Place. Note in Figure 5 that the parcel lines are offset from the aerial photograph, and therefore structures and land features are not accurately located within the parcel boundary.

**FIGURE 5: PARKING PLAN**



**FIGURE 6: DIMENSIONS OF PARKING AREAS**



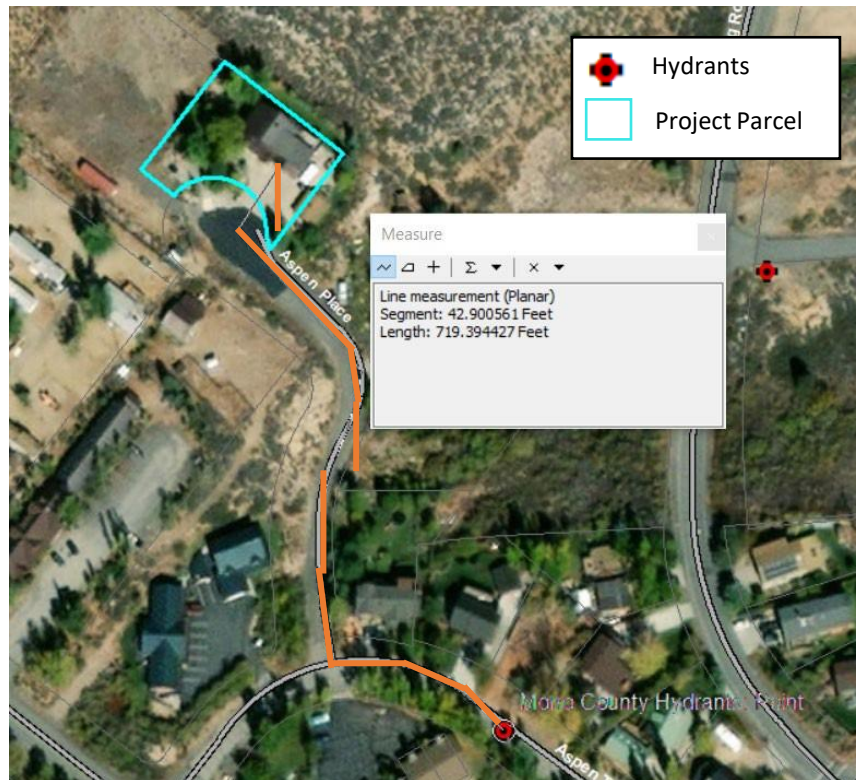
## FIRE SAFE REGULATIONS

The existing driveway meets all driveway width, length (no turnout or turnaround required), surface, and maximum grade requirements specified in Chapter 22- Fire Safe Regulations. The parcel complies with emergency water standards specified in Chapter 22 and is approximately 719' from an existing hydrant located on Aspen Terrace (see Figure 7). Per section 22.130.C.1.a. fire hydrants in the Long Valley Fire Protection District “shall not be less than 50 feet or more than 1,000 feet from the building it is to serve.”

The parcel is accessed by Aspen Place, a dead-end private road, that serves three parcels and is approximately 475' in length, with a turnaround located at its terminus. The road access and all of the parcels it serves were created by a 1988 Parcel Map and predates modern fire safe standards which were created in 1991.

Aspen Place is a private road that does not receive snow removal service from Mono County. The property owners will need to maintain snow removal on Aspen Place road to allow for property access to the parcel for the LVFPD, including keeping the turnaround clear of snow and free from obstruction for an emergency fire apparatus to turnaround. Please see response to comments #5 in the Public Comment section for a more detailed discussion of snow removal. The project received a provisional will serve letter from the Long Valley Fire Protection District (Attachment 4) and will be required to obtain a final will serve letter as a condition of approval.

**FIGURE 7: HYDRANT LOCATIONS IN CROWLEY LAKE**



## **NOISE ORDINANCE**

The project will be subject to the Chapter 10.16 of the Mono County Code that establishes thresholds for legal noise levels based on land use and time of day. According to Table 10.16.060(A) – Maximum Allowable Exterior Noise Levels, residential – low density land uses have a maximum allowable exterior noise level of 55 dBA or less during the day (7:00 am – 9:59 pm) and 50 dBA or less at night (10:00 pm – 6:59 am). A specific reference to this County Code section has been added to the conditions of approval for this owner-occupied short term rental.

## **COVID-19**

Short-term rentals have been prohibited under several “Regional Stay Home” Orders and have been subject to various operational restrictions depending on which California Department of Public Health’s Blueprint for Safer Economy Tier Mono County is in within a given time. Therefore, the proposed short-term rental at 90 Aspen Place shall be required to follow any State and local health directives related to COVID-19 now and into the future.

## **USE PERMIT FINDINGS**

In accordance with Mono County General Plan, Chapter 32, Processing-Use Permits, the Planning Commission may issue a Use Permit after making certain findings.

Section 32.010, Required Findings:

1. *All applicable provisions of the Mono County General Plan 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 because:*
  - a. The parcel is adequate in size and shape to accommodate the proposed owner-occupied short-term rental use.
  - b. Lot coverage is 52% which is existing nonconforming with the 40% maximum for the SFR designation. No new construction is proposed.
  - c. All setbacks are met for the existing main residence and ADU, SFR parcels less than one-acre in size are required to meet 20’ front, 10’ side, and 10’ rear setbacks.
  - d. Project meets parking standards for “Residential Units” category of Table 06.010 by providing a total of seven parking spaces, five uncovered paved 9’ x 18’ spaces for renters and two 9’ x 18’ uncovered paved spaces for the property owners.
  - e. The driveway and parking spaces are paved and meets driveway standards.
2. *The site for the proposed use related to streets and highways is adequate in width and type to carry the quantity and kind of traffic generated by the proposed use because:*
  - a. The proposed rental is accessed from Aspen Place, a private road, and circulation patterns are not expected to be significantly increased through the use of a short-term rental. The use of the property for an owner-occupied short-term rental is not expected to generate a significant increase in traffic.
3. *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area on which the property is located because:*

- a. The proposed owner-occupied short-term rental of the existing 4-bedroom single-family home is not expected to cause significant environmental impacts.
  - b. The project has existing exterior light fixtures that will be analyzed for compliance with Chapter 23, Dark Sky Regulations as part of the Activity Permit process. A condition of approval for the Activity Permit will be to retrofit any noncompliant fixtures prior to operation.
  - c. The project will be subject to Chapter 10.16 of the Mono County Code which established thresholds for noise levels. According to Table 10.16.060(A) – Maximum Allowable Exterior Noise Levels, for daytime and nighttime in residential – low density land uses.
  - d. Project is required to comply with regulations of Mono County Code Chapter 5.65 which requires the applicants to be onsite during rentals to manage potentially disruptive behavior.
  - e. Project was noticed by mail to surrounding property owners within 500 feet and by newspaper 30 days prior to the public hearing. Four comments were received by the March 10 publishing deadline (Attachment 3). To view notices, refer to Attachments 2 and 3.
  - f. The Long Valley Fire Protection District issued a provisional will serve letter for this project and a condition of approval will require a final will-serve letter to be obtained from the District (Attachment 4).
  - g. The Activity Permit that will be considered by the Board of Supervisors addresses common disturbance issues through operational requirements.
4. *The proposed use is consistent with the map and text of the Mono County General Plan because:*
- a. The project is consistent with the 2019 adopted short-term rental policies and regulations set forth in Mono County General Plan Chapter 25 and Long Valley Area Plan policies.
  - b. The proposed use is not expected to cause significant environmental impacts or be detrimental to surrounding property.
  - c. The proposed use is consistent with the General Plan, the Long Valley Area policies, and Countywide land use policies.

This staff report has been reviewed by the Community Development Director.

## **ATTACHMENTS**

- Attachment 1: Published Public Hearing Notice
- Attachment 2: Mailed Public Hearing Notice
- Attachment 3: Public Comments
- Attachment 4: Provisional Will Serve Letter Long Valley Fire Protection District

# MONO COUNTY

## Planning Division

### NOTICE OF DECISION & USE PERMIT

**USE PERMIT:** UP 20-009

**APPLICANT:** Dan & Kara Gordon

**ASSESSOR PARCEL NUMBER:** 060-210-067

**PROJECT TITLE:** Owner-Occupied Short-Term Rental/Gordon

**PROJECT LOCATION:** 90 Aspen Place, Crowley Lake

#### CONDITIONS OF APPROVAL

See attached Conditions of Approval

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHOLD AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

**DATE OF DECISION/USE PERMIT APPROVAL:** March 18, 2021

**EFFECTIVE DATE USE PERMIT:** March 29, 2021

This Use Permit shall become null and void in the event of failure to exercise the rights of the permit within one (1) year from the date of approval unless an extension is applied for at least 60 days prior to the expiration date.

Ongoing compliance with the above conditions is mandatory. Failure to comply constitutes grounds for revocation and the institution of proceedings to enjoin the subject use.

#### MONO COUNTY PLANNING COMMISSION

**DATED:** March 18, 2021

cc: X Applicant  
X Public Works  
X Building  
X Compliance

**CONDITIONS OF APPROVAL**  
**Use Permit 20-009/Gordon Owner-Occupied Short-Term Rental**  
*\*Planning Commission edits in red*

1. The owner-occupied short-term rental occupancy is limited to **a single party of no more than ten occupants** and **four** vehicles (plus two additional vehicles are permitted for the property owners). Not owner-occupied short-term rentals are prohibited.
2. Vehicle parking shall occur only on the property, off-site and on-street parking are prohibited. Vehicle(s) shall not obstruct the flow of traffic on or access to the turnaround on Aspen Place.
3. The project shall comply with provisions of the Mono County General Plan (including Chapter 25, Short-Term Rentals), Mono County Code (including but not limited to 10.16.060(A)), and project description and conditions.
4. All short-term rental customers must sleep within the dwelling; customers are not allowed to reside in an RV, travel-trailer, or similar mobile-living unit on the property or any neighboring property.
5. The project shall comply with provisions of Mono County Code Chapter 5.65, Short-Term Rental Activity in Residential Land Use Designations, by obtaining the STR Activity permit, TOT certificate, and business license prior to commencing operation.
6. Project is required to comply with any requirements of the Long Valley Fire Protection District. The applicant shall provide a final “will-serve” letter from the Long Valley Fire Protection District indicating the FPD will provide service to the project.
7. Per Mono County Environmental Health Department, a one-time bacteriological test shall be completed for the onsite water system prior to the operation of the short-term rental.
8. Compliance with any COVID-19 Public Health Orders for lodging and short-term rentals, whether existing now or ordered in the future, is required.
9. Property shall be maintained in a neat and orderly manner.
10. Project shall comply with applicable requirements by other Mono County departments and divisions including, but not limited to, Public Works, Tax Collector, Sheriff’s office, Building Division, and Environmental Health.
11. Revocation: The Commission may revoke the rights granted by a use permit and the property affected thereby shall be subject to all of the provisions and regulations of the Land Use Designations and Land Development Regulations applicable as of the effective date of revocation. Such revocation shall include the failure to comply with any condition contained in the use permit or the violation by the owner or tenant of any provision pertaining to the premises for which such use permit was granted. Before the Commission shall consider revocation of any permit, the Commission shall hold a public hearing thereon after giving written notice thereof to the permittee at least 10 days in advance of such hearing. The decision of the Commission may be appealed to the Board of Supervisors in accordance with Chapter 47, Appeals, and shall be accompanied by an appropriate filing fee.



12. Termination: Per section 32.060 of the Land Use Element, a use permit shall terminate and all rights granted therein shall lapse, and the property affected thereby shall be subject to all the provisions and regulations applicable to the land use designation in which such property is classified at the time of such abandonment, when any of the following occur:
- There is a failure to commence the exercise of such rights, as determined by the Director, within two years from the date of approval thereof or as specified in the conditions. If applicable, time shall be tolled during litigation. Exercise of rights shall mean substantial construction or physical alteration of property in reliance with the terms of the use permit;
  - There is discontinuance for a continuous period of one year, as determined by the Director, of the exercise of the rights granted; and
  - No extension is granted as provided in Section 32.070.
13. Extension: If there is a failure to exercise the rights of the use permit within two years (or as specified in the conditions) of the date of approval, the applicant may apply for an extension for an additional one year. Only one extension may be granted. Any request for extension shall be filed at least 60 days prior to the date of expiration and shall be accompanied by the appropriate fee. Upon receipt of the request for extension, the Planning Division shall review the application to determine the extent of review necessary and schedule it for public hearing. Conditions of approval for the use permit may be modified or expanded, including revision of the proposal, if deemed necessary. The Planning Division may also recommend that the Commission deny the request for extension.

**ATTACHMENT 1: PUBLISHED PUBLIC HEARING NOTICE**

**MONO COUNTY  
PLANNING COMMISSION**

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

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

February 3, 2021

To: The Sheet

From: Becky Peratt

Re: Legal Notice for **February 13** edition

Invoice: Becky Peratt, PO Box 347, Mammoth Lakes, CA 93546

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**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Mono County Planning Commission will conduct a public hearing on **March 18, 2021**. As authorized by Gov. Newsom's Executive Orders, N-25-20 and N-29-20, the meeting will be accessible remotely by livecast at: <https://zoom.us/join> and by telephone at: 669-900-6833 (Meeting ID# is 926 8138 6245) where members of the public shall have the right to observe and offer public comment, to consider the following: **9:05 a.m. CONDITIONAL USE PERMIT 20-009/Gordon**. The proposal is for an owner-occupied short-term rental at 90 Aspen Place in Crowley Lake (APN 060-210-067). The existing four-bedroom/four-bathroom main residence would be rented while the owners occupy the detached accessory dwelling unit. Maximum occupancy is 10 people and seven vehicles (five vehicles for renters and two vehicles for the property owners). The parcel is designated Single-Family Residential (SFR). In accordance with the California Environmental Quality Act, a Notice of Exemption will be filed. Project materials are available for public review online at

<https://monocounty.ca.gov/planning-commission> and hard copies are available for the cost of reproduction by calling 760-924-1800. INTERESTED PERSONS are strongly encouraged to attend the livecast meeting by phone or online, and to submit comments to the Secretary of the Planning Commission, PO Box 347, Mammoth Lakes, CA, 93546, by **8 am on Wednesday, March 17**, to ensure timely receipt, by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov), or via the livecast meeting (technology permitting). If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing.

###

# ATTACHMENT 2: MAILED PUBLIC HEARING NOTICE

## Mono County Community Development Department Planning Division

P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
commandev@mono.ca.gov

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

### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that Mono County Planning Commission will conduct a public hearing **March 18, 2021**. As authorized by Gov. Newsom's Executive Orders, N-25-20 and N-29-20, the meeting will be accessible remotely by livecast at: <https://zoom.us/join> and by telephone at: 669-900-6833 (Meeting ID# is 926 8138 6245) where members of the public shall have the right to observe and offer public comment, to consider the following: **9:05 a.m. CONDITIONAL USE PERMIT 20-009/Gordon**. The proposal is for an owner-occupied short-term rental at 90 Aspen Place in Crowley Lake (APN 060-210-067). The existing four-bedroom/four-bathroom main residence would be rented while the owners occupy the detached accessory dwelling unit. Maximum occupancy is 10 people and seven vehicles (five vehicles for renters and two vehicles for the property owners). The parcel is designated Single-Family Residential (SFR).

In accordance with the California Environmental Quality Act, a Notice of Exemption will be filed. Project materials are available for public review online at <https://monocounty.ca.gov/planning-commission> and hard copies are available for the cost of reproduction by calling (760) 924-1800.

INTERESTED PERSONS are strongly encouraged to attend the livecast meeting by phone or online, and to submit comments by **8 am on Wednesday, March 17** to the Secretary of the Planning Commission, PO Box 347, Mammoth Lakes, CA 93546 to ensure timely receipt, by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov), or via the livecast meeting (technology permitting). If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing.

For additional questions, please contact the Mono County Planning Division:

Kelly Karl, Associate Planner  
PO Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1809, [kkarl@mono.ca.gov](mailto:kkarl@mono.ca.gov)



Planning / Building / Code Compliance / Environmental / Collaborative Planning Team (CPT)  
Local Agency Formation Commission (LAFCO) / Local Transportation Commission (LTC) / Regional Planning Advisory Committees (RPACs)

## ATTACHMENT 3: PUBLIC COMMENTS

### COMMENT #1

**From:** [Kelly Karl](#)  
**To:** [Kelly Karl](#)  
**Subject:** FW: CONDITIONAL USE PERMIT 20-009/Gordon  
**Date:** Monday, March 1, 2021 11:41:24 AM

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**From:** Steve ODP <[steveodp8@gmail.com](mailto:steveodp8@gmail.com)>  
**Sent:** Saturday, February 27, 2021 2:52 PM  
**To:** CDD Comments <[cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov)>; [steveodp8@gmail.com](mailto:steveodp8@gmail.com)  
**Subject:** CONDITIONAL USE PERMIT 20-009/Gordon

**[EXTERNAL EMAIL]**

**CONDITIONAL USE PERMIT 20-009/Gordon** is not good for the vacationers or the neighbors. As the President of the Whiskey Creek Condominium Association (48 Aspen Terrace), I would like to share that transient occupancy had to be eliminated (years ago) within our complex due to visitors repeatedly not following posted rules. Some example rules were:

- Quiet time between 10pm and 8am
  - o No unreasonably loud or annoying noises to include musical instruments
- No glass containers in the common area
- No smoking except in designated areas
- No draping of clothing or towels over balconies
- Parking permitted only in designated Unit spots

As a result, many homeowners who were not on vacation and had to go to work the next day and/or had young children with early bedtimes, were rightfully upset. Vacationers will want the freedom to relax and enjoy themselves and should do so from more appropriate hotel environments.

Kind Regards,  
Steve O'Driscoll-Packer  
(805) 709-4082  
48 Aspen Terrace, Unit 2  
Crowley Lake, CA

## COMMENT #2

**From:** [Kelly Karl](#)  
**To:** [Kelly Karl](#)  
**Subject:** FW: Gordon  
**Date:** Monday, March 1, 2021 4:48:16 PM

---

-----Original Message-----

From: Vince Maniaci <longvalleyfd@gmail.com>  
Sent: Monday, March 1, 2021 11:11 AM  
To: Kelly Karl <kkarl@mono.ca.gov>  
Subject: Gordon

[EXTERNAL EMAIL]

Hello Kelly

I'm glad Fred caught this for me can you please make sure that the Gordon review expresses that owner must be on site. I believe it a Mono Code but want to make sure it's within the list of conditions. It's stated in the title but want to clarify throughout. Thank you.

Chief Maniaci  
Long Valley Fire

Sent from Vinnies iPhone

### COMMENT #3

March 5, 2021

Mono County Planning Commission  
P.O. Box 347  
Mammoth Lakes, CA. 93546

Dear Planning Commissioners:

I am a resident of Crowley Lake and reside at 48 Aspen Terrace. I live in a multi family residence located directly across the street from Aspen Place. The majority of the owners in our condo are permanent residents with other owners occupying their units on regular basis. I would also note that our complex has CC&R's that prohibit transient or short term rentals.

I am responding to a notification for a hearing on Use Permit/20-009/Gordon applying for a short term transient rental at the Aspen Place residence. I am opposing this application with the following comments:

Generally speaking I opposed transient or short term rentals in most areas of Crowley Lake. I would consider Crowley Lake a high density area. This is the especially the case on Aspen Terrace where vehicles are parking along the sides of the road, many children playing along these roads, people walking their dogs, garbage and delivery trucks and an array of vehicles passing through daily. We also have a single family residence at the end of our complex that appear to be renting out their property to over night visitors without a permit on a regular basis. The result of this has been numerous vehicles parked on the narrow Aspen Terrace easements, parties, noise and overflow of traffic on Aspen Terrace. This is an example of disruption transient rentals can cause. Our owners have failed to report these circumstances but hopefully will in the future.

This particular application brings with it the usual complaints you will receive on all transient rentals properties. Impacts usually include parking issues, noise, cars in and out during all hours of the night, people migrating on foot throughout the area, parties and general disruption to the neighborhoods. Its of little comfort to me that the owner, who will lives, not in the house in question but a secondary housing unit, is where enforcement will reside. If he or she fails to consider the sensitivities of his surrounding neighbors, neighborhood issues potentially develop from there.

Another issue of concern is parking. The notification indicates that there is available parking on the property for the 5 vehicles including 2 additional vehicles for the owner. However, if the private road is not plowed (privately maintained) and kept clear particularly on weekends and during large storms when visitors are scheduled to arrive, we could see overflow parking which

ultimately will end up in our private parking area as has been the case in the past with rentals not permitted on Aspen Terrace.

I understand the owners desire to maximize the use of his property and the benefit of doing so. I also agree that some areas are suitable for transient rentals, but allowing overnight or short term rentals in a heavily populated area such as Aspen Terrace is likely to increase, impact and even change the overall environment of the community. In my opinion most people who live in Crowley live here to avoid the out of town visitors and crowding of our living areas. I can only hope that these permits can be limited and an effort made to keep our communities as peaceful and free of disruptions caused by the flow of out of town overnight visitors as possible.

In closing I would like to add that long term permanent rentals versus what is being proposed here is certainly a way that can not only benefit a property owner but also benefit the community as a whole. Something that would be far more agreeable to surrounding property owners and would be more likely to preserve peace in our community.

Thank you for accepting my comments and I look forward to your hearing which I hope to attend. Virtual of course.

Sharon Carkeet  
sharcar@yahoo.com

cc: Kelly Karl  
Associate Planner

**COMMENT #4**

**CROWLEY LAKE CAMPLAND**

4107 Crowley Lake Drive  
Crowley Lake, CA  
Permit #26-0028  
Tele: 760-935-4343 E-mail contact: trina@schat.net

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March 4, 2021


To: Kelly Karl  
Associate Planner, Mono County

Dear Kelly:

The undersigned, Greg and Trina Jennison, own Crowley Lake Campland LLC, which is adjacent to APN: 060-210-067. The Gordons are applying for a conditional use permit for a short term rental. This letter is to advise you that we have no objections to this, and are supportive in their endeavor. We consider the Gordons excellent neighbors and good people.

Please feel free to call with any questions at the number in our letterhead.

Thank you,

  
Greg Jennison

  
Trina Jennison



**ATTACHMENT 4: PROVISIONAL WILL SERVE LETTER LONG VALLEY FPD**



**Long Valley Fire Protection District**

3605 Crowley Lake Drive •  
Crowley Lake • California 93546-1145  
Ph. 760.935.4545  
[longvalleyfd@gmail.com](mailto:longvalleyfd@gmail.com)

**Will Serve Letter**

December 09, 2020

Gordon residence

90 Aspen Place

Crowley Lake, Ca. 93546

APN# 060-210-067

The above project is within the boundaries of the Long Valley Fire Protection District service area. The above stated project will have no adverse effect on the fire department if the project has been built and maintained to the provisions of the International Fire Code and all local codes and ordinances. If all construction, planning, use permit components have been address and FINALED by local county building authority, then this letter serves as final acceptance letter for the above owner.

If you have any further question please let me know.

Sincerely,

*Vince Maniaci*

Vince Maniaci

Long Valley Fire Department-Chief

**Mono County  
Community Development Department**

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

**Planning Division**

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

**Comments Received**  
(After 3/10/21 Publishing Deadline)

**From:** [Dana Parks](#)  
**To:** [CDD Comments](#)  
**Subject:** Opposition to Conditional Use Permit 20-009 Gordon  
**Date:** Friday, March 12, 2021 11:02:06 AM

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**[EXTERNAL EMAIL]**

Dear Planning Commissioners:

Our family owns unit 4 at Whiskey Creek Condominiums on Aspen Terrace at Crowley Lake/Hilton Creek.

We are writing to oppose the proposed permit for a vacation rental at 90 Aspen Place, Conditional use permit 20-009 Gordon.

The project would allow 10 short term vacationers with 5 cars in a quiet residential neighborhood populated by full time Mono County residents and voters.

Inevitably, groups staying at the rental will feel entitled to "party." This creates a disruption for local residents who must rise early to work and prevent young children from getting a proper night's sleep before school.

It is not an answer to say, "Call the Sheriff" if the parties at the vacation rental are too long or too loud. By then, rest and tranquility are already damaged. Vacationers may be indifferent to local residents, or worse. For example, a family member of ours who requested quiet from a group vacationing across from Whiskey Creek Condominiums was met with curses, threats and other abuse.

Apart from noise from drinking and carousing, adding 5 more cars driving in and out on the dirt and gravel road leading to the rental is untenable. The dead-end road was not intended to bear such a high use level and will produce clouds of dust. Unlike full time residents, 10 vacationers are likely to be using the road all day long.

Under the circumstances, we ask that the property be used for long term rentals, to ensure quiet, responsible tenancies and to alleviate the need for local housing for Mono County residents.

Thank you for your consideration.

Anna Maxworthy  
Dominique Naylon  
Dana Parks

**From:** [Rosemarie Ihde](#)  
**To:** [CDD Comments](#)  
**Subject:** Re: Opposition to Conditional Use Permit 20-009/Gordon  
**Date:** Monday, March 15, 2021 10:20:34 PM

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**[EXTERNAL EMAIL]**

March 15, 2021

Gerhard and Rosemarie Ihde  
48 Aspen Terrace # 7  
Crowley Lake, CA 93546

Ref: Conditional Use Permit 20-009/Gordon

Dear Planning Commission,

We want to go on record in opposition of this permit.

We bought our condo 10 years ago and enjoy the peace and tranquility we found in this neighborhood. We choose to buy a condo in Crowley Lake not in Mammoth Lakes for peace and tranquility and with this permit it will be gone too many times.

A rental for 10 people will bring partying, loudness, alcohol, drugs, and who knows what else. Our streets will be clogged and most likely our private parking lot will have to deal with illegally parked cars. Our dumpster will be filled by the guests with trash including bottles, and more than likely some of the trash will decorate the neighborhood. Unfortunately I have seen it in other neighborhoods.

We are aware Mammoth Lakes wants the taxes, but please do not forget we pay taxes too.

Please keep our neighborhood residential!

Sincerely  
Gerhard and Rosemarie Ihde

|

Dear Mono County Secretary of the planning commission,

Below are my respectful thoughts and comments regarding a new short term proposed rental in Southern Mono County (Crowley Lake CA), This is regarding conditional use permit 20-009/Gordon (APN:060-210-067)

As a full time resident, home owner, and longtime resident of Mono County I am against this proposal for a short term rental program at 90 Aspen place. I have seen the demise of our local community when short term rentals get out of control. Despite posted rules and broken promises from owners/operators, vacationers often have a sense of entitlement or disregard for the rules. This has caused issues in the past and will cause problems in the future. Parking wars, Unruly guests, speeding cars, trash, animal control issues, law enforcement call outs, and late-night noise disturbances are only a short list of issues we have all experienced because of careless guests that occupy short term rentals. This is a local orientated community, and we want to keep it that way. We like our quiet neighborhood for what it is and worry that we may lose it. This is a place in Mono County for long term renters, families, and long-term rentals. As you know we have a severe shortage of long-term rentals in southern Mono County. More short-term rentals add to the housing issue that we are currently facing, reduces our permanent workforce and drives them out of the area. I recommend this unit investigates renting long term to a good local working family. We do not need more short-term rentals in our single-family residential areas. We do not need more late-night party spots especially in a single family residential (SFR) setting. Let's keep it as a SFR..Short-term rentals should remain in more appropriate approved condominiums, hotel's, and resorts. Most importantly we need long term rentals where they matter, in our residential, family orientated neighborhoods.

Respectfully,

Oliver Litchfield

Owner and full-time resident

48 Aspen Terr, Unit 6

Crowley Lake CA 93546



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 11, 2021

**Departments: Public Health**

**TIME REQUIRED** 30 minutes

**SUBJECT** COVID-19 (Coronavirus) Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robert C. Lawton, CAO, Bryan  
Wheeler, Public Health Director

**AGENDA DESCRIPTION:**

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

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Robert C. Lawton

**PHONE/EMAIL:** 760-932-5415 / rlawton@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)  
No Attachments Available

**History**

Time	Who	Approval
5/6/2021 5:03 PM	County Counsel	Yes
5/6/2021 10:48 AM	Finance	Yes
5/7/2021 1:51 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 11, 2021

**Departments: Economic Development**

**TIME REQUIRED** 40 Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Jeff Simpson, Economic Development  
Manager

**SUBJECT** Mono County Fish and Wildlife  
Commission Workshop

**AGENDA DESCRIPTION:**

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

Presentation by Jeff Simpson regarding an overview of the Mono County Fish & Wildlife Commission, which has been an active commission of Mono County since 1984. In addition to reviewing current fish and wildlife issues, the commission is also tasked with providing recommendations to staff and the Board of Supervisors regarding fish stocking, Fish and Game Fine Fund expenditures, and matters relating to fish and endangered species. In the existing resolution, advisement regarding Conway Ranch is also included. The functions of the commission are advisory only and do not entail any governmental powers, either fiscal or regulatory. There is a desire from commissioners and staff to review and clarify the scope and bylaws of the Mono County Fish and Wildlife Commission.

**RECOMMENDED ACTION:**

Receive staff presentation. Review current Commission bylaws, scope and function, and provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Jeff Simpson

**PHONE/EMAIL:** 760-924-4634 / jsimpson@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">1984 Resolution</a>
<a href="#">2002 Resolution</a>

[2006 Resolution](#)

[2017 Resolution](#)

[Mono County Fish and Wildlife Bylaws](#)

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### History

Time	Who	Approval
5/7/2021 9:07 AM	County Counsel	Yes
5/6/2021 3:27 PM	Finance	Yes
5/7/2021 1:52 PM	County Administrative Office	Yes





# MONO COUNTY

## ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546  
(760) 924-4634 • (760) 924-1697 (Fax)

Alicia Vennos  
Economic Development Director  
Avennos@mono.ca.gov  
760-924-1743

Jeff Simpson  
Economic Development Manager  
Jsimpson@mono.ca.gov  
760-924-4634

### STAFF REPORT

**SUBJECT:** Mono County Fish and Wildlife Commission Workshop

**RECOMMENDATION:** Receive staff presentation. Review current Commission bylaws, scope and function, and provide any desired direction to staff.

**BACKGROUND:** The Mono County Fish and Wildlife Commission has been an active commission of Mono County since 1984. In addition to reviewing current fish and wildlife issues, the commission is also tasked with providing recommendations to staff and the Board of Supervisors regarding fish stocking, Fish and Game Fine Fund expenditures, and matters relating to fish and endangered species. In the existing resolution, advisement regarding Conway Ranch is included.

The functions of the commission are advisory only and do not entail any governmental powers, either fiscal or regulatory.

**DISCUSSION:** There is desire from commissioners and staff to review and clarify the scope and bylaws of the Mono County Fish and Wildlife Commission including:

- Scope of advisement
- Appointments for commissioners – geographical requirements; conflict of interest, etc.
- Commission term limits
- Chair and Vice Chair appointments, and length of service
- Bylaw updates

**ACTION:** Potential action related to the aforementioned topics include:

- No changes
- Revisions as desired

**FISCAL IMPACT:** None.

A JOINT RESOLUTION OF THE INYO AND MONO  
COUNTY BOARDS OF SUPERVISORS ESTABLISHING  
THE INYO-MONO FISH AND GAME ADVISORY  
COMMISSION

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5 WHEREAS, the Boards of Supervisors of Inyo and Mono Counties  
6 have expressed their desire to participate in the establishment  
7 and operation of an advisory commission on fish and game matters  
8 within the two counties; and

9 WHEREAS, the functions of the said committee would be  
10 advisory only and would not entail the exercise of any govern-  
11 mental powers, either fiscal or regulatory, by the Commission  
12 itself; and

13 WHEREAS, the formation of such an advisory committee would  
14 benefit the citizens of each of the participating counties.

15 NOW, THEREFORE, BE IT RESOLVED as follows:

16 1. There is hereby established the Inyo-Mono Fish and Game  
17 Advisory Commission.

18 2. The purpose of said commission shall be to advise the  
19 Boards of Supervisors of Inyo and Mono Counties on matters  
20 relating to fish, game and endangered species within the two  
21 counties, or either of them, and to develop recommendations for  
22 the best methods for propagation and protection of fish, game  
23 and endangered species in the Inyo-Mono area.

24 3. The Commission shall consist of six members, three of  
25 whom shall be appointed by the Board of Supervisors of Inyo  
26 County, and three of whom shall be appointed by the Board of  
27 Supervisors of Mono County. One alternate member shall also be  
28 appointed from each County.

29 4. The Commission members shall serve for a period of  
30 four (4) years and may be reappointed at the discretion of the  
31 respective appointing Boards of Supervisors.

32 5. Members of the Commission may be removed, at any time,

Joint Resolution of the Inyo & Mono County Boards of Supervisors  
Mono County Resolution No. 84-05  
Inyo County Resolution No. 84-12

1 by a vote of their appointing Boards of Supervisors.

2 6. The Commission shall elect from among its number a  
3 Chairman and such other officers as may be provided for in the  
4 by-laws of the Committee.

5 7. The members of the Commission shall receive no salary  
6 for their service. The necessary travel expenses of each member  
7 to attend meetings and perform other business of the Commission  
8 shall be paid by the County from which the member is appointed.

9 8. The Commission shall meet each calendar month and at  
10 other times when meetings are called by the Chairman.

11 9. The Commission shall remain in existence until its  
12 purpose is achieved, unless sooner terminated. Termination may  
13 be by vote of the commission, ratified by the Boards of Supervisors  
14 of Inyo and Mono Counties. Termination shall occur upon written  
15 notice by either Board of Supervisors to the Commission and the  
16 other Board of Supervisors that it no longer desires to partici-  
17 pate in the Commission.

18 10. The Commission may adopt such by-laws as it deems  
19 necessary and proper to facilitate the conduct of its business.

20 11. This resolution shall not take effect unless the pro-  
21 visions hereof are approved by the Boards of Supervisors of both  
22 Inyo County and Mono County.

23 PASSED AND ADOPTED this 10th day of January, 1984  
24 by the following vote of the Mono County Board of Supervisors:

25  
26 AYES: Supervisors Alpers, Johnson, Lawrence, Reid, Stanford  
27 NOES: None  
28 ABSENT: None  
29 ABSTAINED: None

30 ATTEST: Marjorie E. Peigne  
31 Clerk to the Board

32 By Nancy Wells  
Nancy Wells  
Deputy Board Clerk

William N. Reid  
WILLIAM N. REID  
CHAIRMAN, MONO COUNTY BOARD OF  
SUPERVISORS

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL

John M. Gallagher  
John M. Gallagher  
Deputy County Counsel

Dated: 12/19/83

Joint Resolution of the Inyo & Mono County Boards of Supervisors  
Mono County Resolution No. 84-05  
Inyo County Resolution No. 84-12

1 PASSED AND ADOPTED this 7th day of February, 1984  
2 by the following vote of the Inyo County Board of Supervisors:  
3 AYES: Supervisors Cook, Johnson, Irwin, Bremmer & Calkins  
4 NOES: None  
5 ABSENT: None  
6 ABSTAINED: None

*D. E. Johnson*

CHAIRMAN, INYO COUNTY BOARD  
OF SUPERVISORS

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

*Dennis L. Myers*

Dennis L. Myers  
County Counsel

Dated: 1-23-84

15 ATTEST: MICHAEL B. HANFORD,  
16 Clerk of the Board

17 By *Kelli Lashaw*  
18 Deputy

BOARD OF SUPERVISORS

Referred Copus

CAO \_\_\_\_\_

DA \_\_\_\_\_

Other Mono Co. F+6ads, file

Date 2/8/84

BY-LAWS AND RULES  
OF THE  
INYO-MONO FISH AND GAME ADVISORY  
COMMISSION

ARTICLE I. NAME

The name of the commission shall be the "Inyo-Mono Fish and Game Advisory Commission".

ARTICLE II. PURPOSE

The purpose of the commission shall be to advise the Boards of Supervisors of Inyo and Mono Counties on fish and game matters and to develop recommendations for the best methods for propagation and protection of fish, game and endangered species in the Inyo-Mono area.

The purpose may be effected by any or all of the following:

1. Dissemination of information to the public through news releases and other available channels of communication.
2. Adequate research, necessary consultation with individuals of expertise, and necessary communication with elected officials and agencies at all levels of government.

3. Preparation of recommendations regarding research projects and other activities which may require funding. Such recommendations may include determinations as to the scope of the project, the cost thereof, and the methods of obtaining adequate funding.
4. Upon proper authorization by the Boards of Supervisors of Inyo and Mono Counties, through joint powers agreements or other available methods, the commission may administer the said joint powers agreements or conduct such other activities as directed by the Boards of Supervisors. The commission is not authorized to financially obligate either County without prior approval of the Board of Supervisors of that County.

#### ARTICLE III. DURATION

The commission shall remain in existence until terminated in accordance with the provisions of the resolution establishing the commission.

#### ARTICLE IV. MEMBERSHIP

The membership shall be as provided for in the resolution establishing the commission.

#### ARTICLE V. OFFICERS

The commission shall elect a Chairman, who shall preside over all meetings, designate any special assignments to fellow

members, and who shall have the authority to call special meetings when in his judgment such a meeting is in the best interest of the commission to accomplish its purpose.

The commission may elect a vice-chairman to exercise the powers of the Chairman in the latter's absence.

The commission may elect a secretary to keep minutes of the meetings, conduct the correspondence of the commission, and maintain a roster of the commission members, together with their addresses and telephone numbers.

#### ARTICLE VI. MEETINGS

The commission shall meet monthly at such time and place as shall be designated by the Chairman. A majority of the members shall constitute a quorum.

Meetings shall be open to the public. Only commission members and individuals requested to appear before the commission shall participate in any discussion or be heard unless a majority of voting members present desire to extend the right of appearance.

Meetings, both regular and special, shall comply with the Brown Act.

#### ARTICLE VII. VOTING PROCEDURES

Each member shall have one vote, and all motions must carry by a majority of the membership for passage.

#### ARTICLE VIII. ADOPTION AND AMENDMENT

These by-laws and any amendments thereto shall become effective when adopted by majority vote of the commission and

approved by the Boards of Supervisors of Inyo and Mono Counties.

ARTICLE IX. PARLIAMENTARY PROCEDURE

Except as herein provided, meetings of this commission shall be conducted in accordance with "Roberts Rules of Order".





Office of the . . . BOARD OF SUPERVISORS

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

COURTHOUSE • BRIDGEPORT • CALIFORNIA • 93517

January 17, 1984

P. O. Box 715  
TELEPHONE  
(619) 932-7911, EXT. 215

Hon. V. E. "Johnny" Johnson, Chairman  
Inyo County Board of Supervisors  
County Courthouse  
P. O. Drawer N  
Independence, CA 93526

Attn: Kelli Lanshaw  
Clerk to the Board

Re: Joint Resolution with Mono County  
Establishing Inyo-Mono Fish & Game  
Advisory Commission

Honorable Chairman Johnson:

Enclosed is a certified copy of Mono County Resolution 84-05 adopted January 10, 1984 in concert with a proposed joint Inyo County Resolution establishing the Inyo-Mono Fish and Game Advisory Commission with By-Laws attached thereto. The Advisory Commission was activated in Mono County in 1974; however, formal action needs to be consummated to establish the commission.

It would be appropriate at this time for the Inyo County Board of Supervisors to adopt the joint resolution. Please return the original document with a certified copy of Inyo's resolution when adopted for our files.

Thank you for your prompt attention to this matter.

Sincerely,

Marjorie E. (Pat) Peigne  
Clerk to the Board

Enclosure

cc - Wally Crittenden, Secretary,  
Inyo-Mono Fish & Game Advisory Commission  
- Bob Manning, Member



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RESOLUTION NO. R02- 107

**RESOLUTION TO CREATE THE MONO COUNTY  
FISHERIES COMMISSION**

**WHEREAS**, the Mono County Board of Supervisors acknowledges the critical importance of recreational fishing as a primary component of the County's tourism and economic health; and

**WHEREAS**, the Conway Ranch property was purchased by Mono County for, among other uses, the Fish Enhancement Program (rearing of trout) to augment the ongoing fish stocking program of the California Department of Fish and Game (CDFG); and

**WHEREAS**, the Mono County Board of Supervisors has expressed the importance of community-based, multi-disciplinary input on the species, quantity and stocking locations for the Fish Enhancement Program and for the CDFG Fish Stocking Program; and

**WHEREAS**, representation for such input from a wide geographical base within the County is desired;

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

1. The Mono County Board of Supervisors formally establishes the Mono County Fisheries Commission which shall consist of seven members appointed by the Board of Supervisors. Each Supervisor shall be entitled to nominate one Commission member. The other two Commissioners may, but need not, be nominated by a Supervisor.

The members shall serve at the will and pleasure of the Board of Supervisors in staggered four-year terms, with four members initially appointed for four years and three members initially appointed for two years and then may be subsequently re-appointed for an additional four years.

2. The primary purpose of the Commission shall to be advise the Mono County Board of Supervisors on matters relating to the rearing and stocking of various trout species in Mono

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County waters. In addition, upon request by the Board of Supervisors, the Commission may also assist in any of the following activities:

- a. Provision of oversight of Conway Ranch aquaculture activities.
- b. Provision of oversight for the planning and implementation of the Mono County Fish Management Study.
- c. Coordination of County Fish Enhancement Activities (*i.e.* Sierra Trout Foundation; Alpers Trout) and Department of Fish and Game stocking. Review on an annual basis all stocking plans including, but not limited to, stocking sites, quantity and quality of fish, species of trout stocking, etc.
- d. Adequate research, necessary consultation with individuals of expertise, and necessary communication with elected officials and agencies at all levels of government.
- e. Preparation of recommendations regarding research and promotional projects which may require funding. Such recommendations may include determinations as to the scope of the project, the cost thereof, and the methods of obtaining adequate funding.

3. The Commission is not authorized to financially obligate the county without prior approval of the Mono County Board of Supervisors.

4. The Commission shall remain in existence until dissolved by formal action of the Board of Supervisors.

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5. The Commission may adopt by-laws, elect offices, and carry out other organizational functions not inconsistent with this Resolution.


**PASSED, APPROVED and ADOPTED** this 10th day of December, 2002, by the following vote, to wit:

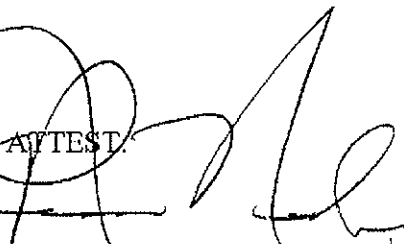
AYES: Supervisors Cecil, Farnetti, Hunt & Pipersky

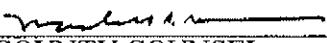
NOES: NONE

ABSENT: Supervisor Ronci

ABSTAIN: NONE

  
TOM FARNETTI, Chair  
Mono County Board of Supervisors

ATTEST:  
  
RENN NOLAN, Clerk of the Board

APPROVED AS TO FORM:  
  
COUNTY COUNSEL



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5 **RESOLUTION NO. R06 - 71**

6 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
7 **MONO, STATE OF CALIFORNIA, ADDING TO THE DUTIES OF THE MONO**  
8 **COUNTY FISHERIES COMMISSION THE DUTY TO MAKE**  
9 **RECOMMENDATIONS TO THE BOARD OF SUPERVISORS ON THE**  
10 **EXPENDITURE OF FISH AND GAME FINE FUNDS**

11 **WHEREAS**, in January, 1984, this Board, in conjunction with a resolution adopted by  
12 the Inyo County Board of Supervisors, adopted Resolution No. 84-05, thereby creating  
13 the Inyo-Mono Fish and Game Advisory Commission, which Commission has  
14 subsequently made recommendations to both boards of supervisors on how to spend  
15 monies in the fish and wildlife propagation funds (a/k/a fish and game fine funds) of  
16 each county, which funds are provided for in §§ 13003 and 13100 *et seq.* of the Fish and  
17 Game Code; and

18 **WHEREAS**, in December, 2002, this Board adopted Resolution No. R02-107, thereby  
19 creating the Mono County Fisheries Commission, the primary purpose of which is to  
20 "advise the Mono County Board of Supervisors on matters relating to the rearing and  
21 stocking of various trout species in Mono County waters;" and

22 **WHEREAS**, this Board has determined that it would be more appropriate for the  
23 Mono County Fisheries Commission, rather than the Inyo-Mono Fish and Game  
24 Advisory Commission, to make recommendations to this Board on how to spend  
25 monies in the Mono County fish and game fine fund, and that that duty should be  
26 formally added to the duties of the Fisheries Commission.

27  
28 **NOW, THEREFORE, BE IT RESOLVED** as follows:

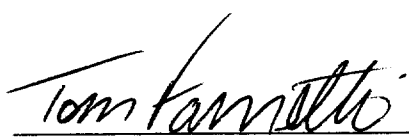
1 1. In addition to the duties assigned to it in Mono County Resolution No. R02-107,  
2 the Mono County Fisheries Commission shall study, and make recommendations to  
3 this Board concerning, such matters relating to fish, wildlife, endangered species, and  
4 methods for the propagation and protection of same in Mono County as are assigned  
5 to it from time-to-time by this Board.

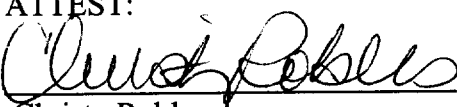
6  
7 2. Further, the Commission shall periodically make recommendations to this  
8 Board on how the funds deposited into the fish and wildlife propagation fund in the  
9 Mono County treasury pursuant to Fish and Game Code §§ 13003 and 13100 should be  
10 spent; any such recommendation shall further a purpose described in § 13103 of the  
11 Fish and Game Code.

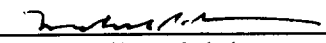
12 3. For purposes of Fish and Game Code § 13103(j), which authorizes the  
13 expenditure of funds in the County's fish and wildlife propagation fund for certain  
14 administrative costs of the county's fish and wildlife commission, the Mono County  
15 Fisheries Commission is Mono County's fish and wildlife commission.  
16

17 **PASSED AND ADOPTED** this 8<sup>th</sup> day of August, 2006, by the following vote of  
18 the Mono County Board of Supervisors:

- 19  
20 **AYES:** Supervisor Bauer, Farnetti, Hazard, Hunt.  
21 **NOES:** None.  
22 **ABSTAIN:** None.  
23 **ABSENT:** None.  
24 **VACANT:** District #4.

  
\_\_\_\_\_  
Tom Farnetti, Chairman  
Board of Supervisors  
County of Mono

25  
26  
27 **ATTEST:**  
  
\_\_\_\_\_  
Christy Robles  
Acting Clerk of the Board

28 **APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Marshall Rudolph  
County Counsel



RESOLUTION NO. R17- 40

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
CHANGING THE NAME OF THE MONO COUNTY FISHERIES  
COMMISSION AND AUTHORIZING THE COMMISSION  
TO AMEND ITS BYLAWS TO REFLECT THIS CHANGE**

**WHEREAS**, in December, 2002, this Board adopted Resolution No. R02-107, creating the Mono County Fisheries Commission ("Commission"), the primary purpose of which was to "advise the Mono County Board of Supervisors on matters relating to the rearing and stocking of various trout species in Mono County waters;" and

**WHEREAS**, in August, 2006, this Board adopted Resolution No. R06-71, included herein as Exhibit 1 and incorporated by this reference, thereby officially expanding the duties of the Commission to include the study and making of recommendations to the Board concerning such matters relating to fish, wildlife, endangered species, and methods for the propagation and protection of the same in Mono County as are assigned to it from time-to-time by this Board; and

**WHEREAS**, since Resolution No. R06-71 was adopted in 2006, the Commission has worked on several important wildlife and endangered species issues including funding bear surveys in Mammoth Lakes and Slinkard Valley, a multi-year contract with Eastern Sierra Wildlife Care, public input, and outreach on bobcat trapping and the Sierra Nevada Yellow Legged Frog; and

**WHEREAS**, in light of the official expansion by this Board of the Commission's duties to include wildlife and endangered species work, the Commission now seeks to change its name to the "Mono County Fish and Wildlife Commission" and to amend its bylaws to reflect this change;

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

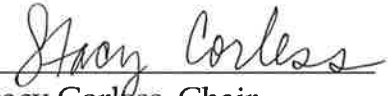
**SECTION ONE:** The name of the Mono County Fisheries Commission is hereby changed to the Mono County Fish and Wildlife Commission.

**SECTION TWO:** The Mono County Fish and Wildlife Commission is authorized to amend its bylaws to reflect this name change and the expansion of its duties pursuant to Resolution No. R06-71.

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**PASSED, APPROVED and ADOPTED** this 9th day of May, 2017 by the following vote:

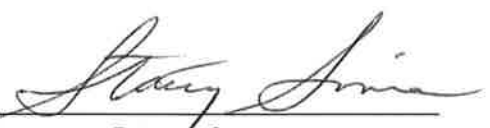
**AYES: Supervisors Corless, Gardner, Peters, and Stump.**  
**NOES: None.**  
**ABSENT: Supervisor Johnston.**  
**ABSTAIN: None.**

  
Stacy Corless, Chair  
Mono County Board of Supervisors

ATTEST:

  
Clerk of the Board

APPROVED AS TO FORM:

  
County Counsel





RESOLUTION NO. R06 - 71

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO, STATE OF CALIFORNIA, ADDING TO THE DUTIES OF THE MONO COUNTY FISHERIES COMMISSION THE DUTY TO MAKE RECOMMENDATIONS TO THE BOARD OF SUPERVISORS ON THE EXPENDITURE OF FISH AND GAME FINE FUNDS**

**WHEREAS**, in January, 1984, this Board, in conjunction with a resolution adopted by the Inyo County Board of Supervisors, adopted Resolution No. 84-05, thereby creating the Inyo-Mono Fish and Game Advisory Commission, which Commission has subsequently made recommendations to both boards of supervisors on how to spend monies in the fish and wildlife propagation funds (a/k/a fish and game fine funds) of each county, which funds are provided for in §§ 13003 and 13100 *et seq.* of the Fish and Game Code; and

**WHEREAS**, in December, 2002, this Board adopted Resolution No. R02-107, thereby creating the Mono County Fisheries Commission, the primary purpose of which is to "advise the Mono County Board of Supervisors on matters relating to the rearing and stocking of various trout species in Mono County waters;" and

**WHEREAS**, this Board has determined that it would be more appropriate for the Mono County Fisheries Commission, rather than the Inyo-Mono Fish and Game Advisory Commission, to make recommendations to this Board on how to spend monies in the Mono County fish and game fine fund, and that that duty should be formally added to the duties of the Fisheries Commission.

**NOW, THEREFORE, BE IT RESOLVED** as follows:


1 1. In addition to the duties assigned to it in Mono County Resolution No. R02-107,  
2 the Mono County Fisheries Commission shall study, and make recommendations to  
3 this Board concerning, such matters relating to fish, wildlife, endangered species, and  
4 methods for the propagation and protection of same in Mono County as are assigned  
5 to it from time-to-time by this Board.


6  
7 2. Further, the Commission shall periodically make recommendations to this  
8 Board on how the funds deposited into the fish and wildlife propagation fund in the  
9 Mono County treasury pursuant to Fish and Game Code §§ 13003 and 13100 should be  
10 spent; any such recommendation shall further a purpose described in § 13103 of the  
11 Fish and Game Code.

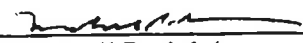
12  
13 3. For purposes of Fish and Game Code § 13103(j), which authorizes the  
14 expenditure of funds in the County's fish and wildlife propagation fund for certain  
15 administrative costs of the county's fish and wildlife commission, the Mono County  
16 Fisheries Commission is Mono County's fish and wildlife commission.

17 **PASSED AND ADOPTED** this 8<sup>th</sup> day of August, 2006, by the following vote of  
18 the Mono County Board of Supervisors:

19  
20 **AYES:** Supervisor Bauer, Farnetti, Hazard, Hunt.  
21 **NOES:** None.  
22 **ABSTAIN:** None.  
23 **ABSENT:** None.  
24 **VACANT:** District #4.

  
\_\_\_\_\_  
Tom Farnetti, Chairman  
Board of Supervisors  
County of Mono

25  
26 **ATTEST:**  
27   
28 Christy Robles  
Acting Clerk of the Board

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Marshall Rudolph  
County Counsel

**Mono County Fish and Wildlife Commission**  
**HC 83 Box 2050**  
**Bridgeport, California 93517-9602**  
**(760) 932-7024 Tel/Fax**

---

**BY-LAWS AND RULES OF PROCEDURE OF THE  
MONO COUNTY FISH AND WILDLIFE COMMISSION**

**ARTICLE I. NAME**

The name of the Commission shall be the “Mono County Fish and Wildlife Commission.”

**ARTICLE II. PURPOSE**

The purpose of the Commission shall be to advise the Mono County Board of Supervisors on fish and wildlife enhancement and related matters and to develop recommendations for the best methods for promoting and enhancing fish and wildlife in the Mono County area, as set forth in Article III.

**ARTICLE III AUTHORITY AND DUTIES OF THE COMMISSION**

The Commission has the authority to, and shall, perform the following activities:

1. The gathering and dissemination of information and promotional materials concerning fish rearing on the Conway Ranch and other trout rearing facilities, as well as the preparation of a fish management study for all of the waters of the Mono County area.
2. Study, and make recommendations to the Mono County Board of Supervisors (Board) concerning, such matters relating to fish, wildlife, endangered species, and the methods for the propagation and protection of same in Mono County as are assigned to it from time-to-time by the Board.
3. Periodically make recommendations to the Board on how the funds deposited into the fish and wildlife propagation fund in the Mono County treasury pursuant to Fish and Game Code sections 13003 and 13100 should be spent; any such recommendation shall further the purpose described in section 13103 of the Fish and Game Code.
4. Serve as the County’s fish and wildlife commission for the purposes of Fish and Game Code section 13103(j), which authorizes the expenditure of funds in the County’s fish and wildlife propagation fund for certain administrative costs of a county’s fish and wildlife commission.
5. Adequate research, necessary consultation with individuals of expertise, and necessary communication with elected officials and agencies at all levels of government.

6. Develop recommendations regarding research and promotional projects related to fish and wildlife in Mono County that may require funding. Such recommendations may include determinations as to the scope of the project, the cost thereof, and the methods of obtaining adequate funding.
7. Upon proper authorization by the Mono County Board of Supervisors, through agreements or other available methods, the Commission may administer those agreements or conduct other activities as directed by the Board of Supervisors. The commission is not authorized to financially obligate the County without prior approval of the Mono County Board of Supervisors.
8. Develop an annual Strategic Plan.
9. Develop a recommended budget and submit said budget to the Mono County Administrative Officer.

**ARTICLE IV. DURATION**

The Commission shall remain in existence until terminated by the Mono County Board of Supervisors.

**ARTICLE V. MEMBERSHIP**

The membership shall be provided for in the resolution establishing the Commission, including any subsequent amendments thereto.

**ARTICLE VI. OFFICERS**

The Commission shall elect a Chair, who shall preside over all meetings, designate any special assignments to members, and who shall have the authority to call special meetings when, in his other judgment, such a meeting is in the best interest of the commission to accomplish its purpose.

The term of the Chair shall not exceed one year.

The Chair will be elected by a majority vote of the members present at the January meeting each year.

The Commission may elect a vice-chair to exercise powers of the Chair in the latter's absence.

The Commission may hire a secretary to prepare and distribute agendas, minutes, correspondence, brochures, invoices, financial reports and roster if funds are allocated therefor by the Board of Supervisors. Alternatively, the Board of Supervisors may assign County staff to perform these functions.

## **ARTICLE VII. SUBCOMMITTEES**

The Chair shall assign members to areas of commissions' responsibilities. The commissioners can volunteer to serve in a specific area; however, the Chair makes all appointments. The commissioners may solicit participation from citizens to provide input at the subcommittee level. The subcommittees or areas of responsibilities shall include, but not necessarily be limited to fish management plan, advertising, printed informational materials and electronic information, business participation and budget and revenue.

## **ARTICLE VIII. MEETINGS**

The commission shall meet monthly at such time and place as shall be designated by the Chair. A majority of members shall constitute a quorum. Meetings shall be open to the public and public comment will be taken. Meetings, both regular and special, shall comply with the Brown Act.

Commissioners shall accord the utmost courtesy to each other, to County employees and to the public appearing before the commissions, and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities.

Members of the administrative staff and employees of the County shall observe the same rules of procedure and decorum applicable to members of the commission.

Members of the public attending commission meetings shall observe the same rules of order and decorum applicable to the commission.

Any Commissioner absent from three (3) consecutive meetings as recorded by the Commission, upon review and approval by the remaining Commissioners, shall be considered to have resigned. Subsequently, the position will be declared vacant.

## **ARTICLE IX. VOTING PROCEDURES**

Each member shall have one vote, and all motions must carry by a majority of the membership for passage.

An item may be brought up for reconsideration during the same meeting at which it was decided. A motion for reconsideration must be made by a commissioner who voted with the majority on that item and must pass by a majority of the commissioners present before reconsideration can take place. The requirements for the vote on the item to be reconsidered are the same as originally required for the item.

**ARTICLE X.           ADOPTION AND AMENDMENT**

These by-laws and any amendments thereto shall become effective when adopted by a majority vote of the commission and approved by the Mono County Board of Supervisors.

**ARTICLE XI.           PARLIAMENTARY PROCEDURE**

Except as herein provided, meetings of the Commission shall be conducted in Accordance with the Ralph M. Brown Act (Cal. Gov't Code sections 54950 et seq.)