



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.
Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

Regular Meeting

August 9, 2022

TELECONFERENCE INFORMATION

This meeting will be held both in person and via teleconferencing with some members of the Board possibly attending from separate teleconference and remote locations. As authorized by AB 361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings.

Teleconference locations will be available to the public:

1. First and Second Meetings of Each Month in the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Third Meeting of Each Month in the Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar.

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. 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=e42e610c-7f06-4b97-b1d6-739b1ff28cf8

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/84647885543>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 846 4788 5543.

To provide public comment, press the "Raise Hand" button on your screen.

To join the meeting by telephone: Dial (669) 900-6833, then enter Zoom Webinar ID 846 4788 5543. To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74

North School Street, Bridgeport, CA 93517) and online at <http://monocounty.ca.gov/bos>. Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

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

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

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

Departments: Clerk of the Board

Approval of the Board Minutes from May 17, 2022, Regular Meeting of the Board of Supervisors.

Recommended Action: Approve the Board Minutes from the May 17, 2022, Regular Meeting of the Board of Supervisors.

Fiscal Impact: None.

B. June Lake Citizens Advisory Committee Appointments

Departments: Community Development

Consider appointing Claire Landowski and re-appointing Julie Brown to the June Lake Citizens Advisory Committee as recommended by Supervisor Gardner.

Recommended Action: Appoint Claire Landowski to a four-year term on the June Lake Citizens Advisory Committee, expiring Dec. 31, 2026, and reappoint Julie Brown for a four-year term, expiring Dec. 31, 2026.

Fiscal Impact: None.

C. Women, Infants and Children (WIC) 2022-2025 Contract

Departments: Public Health

Proposed Standard Agreement #22-10262 with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program from October 1, 2022 to September 30, 2025.

Recommended Action: Approve, and authorize the Public Health Director to sign Standard Agreement, Contractor Certification Clause, and CA Civil Rights Laws Attachment with California Department of Public Health for the Women, Infants, and Children (WIC) Program for the period October 1, 2022 through September 30, 2025 and a not-to-exceed amount of \$1,000,317. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Fiscal Impact: There is no fiscal impact to the County General Fund. The projected budget is \$333,439 per federal fiscal year for the next three years, for a combined total of \$1,000,317.

D. Mono County Local Oral Health Program Grant Agreement 2022-2027

Departments: Public Health

Proposed Standard Agreement #22-10180 with California Department of Public Health (CDPH) California Oral Health Program from July 1, 2022-June 30, 2027.

Recommended Action: Approve, and authorize the Public Health Director to sign Standard Agreement, Contractor Certification Clause, and CA Civil Rights Laws Attachment with California Department of Public Health for the California Oral Health Program for the period July 1, 2022 through June 30, 2027 and a not-to-exceed amount of \$705,275.00. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Fiscal Impact: There is no fiscal impact to the County General Fund. The projected budget is \$141,055 per federal fiscal year for the next five years, for a

combined total of \$705,275.

E. Allocation List Amendment - Office of the CAO

Departments: CAO

Approval of the recommended Allocation List Amendment.

Recommended Action: Approve the Allocation List Amendment.

Fiscal Impact: None.

F. Claim for Damages - Louis and Pimchan Cohen

Departments: Risk Management

Claims for damages have been filed by Louis Cohen and Pimchan Cohen, related to alleged injuries during a vehicle accident on the Mammoth Scenic Loop. These claims are misdirected, as Mono County is not responsible for this highway easement and has no role in its maintenance or upkeep.

Recommended Action: Deny the claims submitted by Louis Cohen and Pimchan Cohen. Direct the Risk Manager, in consultation with County Counsel, to send notices to the claimants of the denials.

Fiscal Impact: None.

G. Resolution to Delegate Approval for Type of Security in Lieu of Prepayment of Property Tax.

Departments: Finance

Resolution authorizing the Clerk of the Board to approve the type of security used to secure property taxes to be paid or securitized under the Subdivision Map Act.

Recommended Action: Adopt resolution authorizing the Clerk of the Board to approve the type of security used to secure property taxes to be paid or securitized under the Subdivision Map Act.

Fiscal Impact: None.

H. Consolidation of Elections - Antelope Valley Fire Protection District

Departments: Elections

The Antelope Valley Fire Protection District has requested that its Special Election on the imposition of a special tax on each parcel of land within the boundaries of the District for increased fire protection services be consolidated with the 2022 Statewide General Election on November 8, 2022, and that the Mono County Elections Division conduct the election and canvass the returns.

Recommended Action: Consider and adopt Resolution R22-____,

Consolidating the Special Election with the Statewide General Election on November 8, 2022, and directing the Mono County Elections Division to conduct the election and canvass the returns.

Fiscal Impact: Costs associated with adding an extra item(s) to the already scheduled ballot. These costs will not be known until after the election. In accordance with Elections Code Section 10002, Antelope Valley Fire Protection District shall reimburse the County for these additional costs.

I. Consolidation of Elections - Municipal

Departments: Elections

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

Recommended Action: Consider and adopt Resolution R22-____, Consolidating the General Municipal Election with the Statewide General Election on November 8, 2022, and directing the Mono County Elections Division to conduct the election and canvass the returns.

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

J. Reappointments to the Mammoth Lakes Mosquito Abatement District

Departments: Clerk of the Board

In May 2018, the Board of Supervisors approved the applications of Jeff Boucher, Stephen Ganong, Dan Schaller, and Lyle Koegler to four-year terms on the Mammoth Mosquito Abatement District Board of Trustees. Unfortunately, due to staffing changes, the terms have expired, but the aforementioned Trustees have reapplied to be appointed to the Board of Trustees. There are a total of five seats. If approved, there will be one vacant seat. Vacancy notices have been posted.

Recommended Action: Reappoint Jeff Boucher, Stephen Ganong, Dan Schaller and Lyle Koegler to four-year terms on the Mammoth Lakes Mosquito Abatement District Board of Trustees, all of which will expire May 15, 2026.

Fiscal Impact: None.

K. Compensation for Planning Commissioner Service as Administrative Appeal Hearing Officers

Departments: Clerk of the Board

The presentation of a resolution to the Board of Supervisors to establish compensation for planning commissioners serving as administrative appeal

hearing officers, as currently there is no compensation policy in place.

Recommended Action: Approve Resolution R22-___, Establishing compensation for Mono County Planning Commissioners when they serve as administrative hearing officers pursuant to Mono County Code Section 1.12.050

Fiscal Impact: One hearing a year is typical. Proposed rate is \$200 per hour spent serving as a hearing office. Funding has been allocated in the Board of Supervisors budget for Administrative Appeal hearings for the 2022-23 Fiscal Year

L. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 6/30/2022.

Recommended Action: Approve the Treasury Transaction Report for the month ending 6/30/2022.

Fiscal Impact: None.

M. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 6/30/2022.

Recommended Action: Approve the Investment Report for the Quarter ending 6/30/2022.

Fiscal Impact: None.

N. Resolution Making Findings under AB 361 - Remote Meetings

Departments: County Counsel

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of August 9, 2022, through September 8, 2022.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: None.

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. Bodie Hills Support Letter from the Mono Basin RPAC

Departments: Community Development

(Bentley Regehr, Planning Analyst) - The Bodie Hills Conservation Partnership requested the attached letter of support from the Mono Basin Regional Planning Advisory Committee (RPAC). No project or policy request has been made of the County at this time and staff is not tracking any specific issue.

Recommended Action: Receive support letter and provide any additional comment.

Fiscal Impact: None.

B. William Wallace - false medical claims email

Departments: Clerk of the Board

Email from William Wallace stating that Mono County Health Officer, Caryn Slack, made false medical claims in the Sheet newspaper. Supervisor Kreitz acknowledged email as correspondence to be on agenda.

Recommended Action: Receive correspondence email and provide any additional comment.

Fiscal Impact: None.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: Public Health

15 minutes

(Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Employment Agreement - Acting Chief of Emergency Medical Services

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with N. Bryan Bullock as Acting Chief of Emergency Medical Services, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R22-_____, approving an amendment to the employment contract with N. Bryan Bullock to temporarily appoint Mr. Bullock as Acting Chief of Emergency Medical

Services, and prescribe the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract amendment on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 2022-23 is approximately \$154,774, of which \$115,242 is salary, and \$39,532 is benefits. This is included in the County Administrator's Recommended budget.

C. Employment Agreement - Director of Emergency Management

Departments: CAO

10 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Christopher Mokrcek as Director of Emergency Management, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R____, approving a contract with Christopher Mokrcek as Director of Emergency Management, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 2022-23 is approximately \$214,188, of which \$140,077 is salary, and \$74,111 is benefits. This is included in the County Administrator's Recommended budget.

D. Employment Agreement - Budget Officer

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Megan M. Chapman as Budget Officer, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R_____, approving a contract with Megan M. Chapman as Budget Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 2022-23 is approximately \$161,286, of which \$121,004 is salary, and \$40,282 is benefits. This is included in the County Administrator's Recommended budget.

E. Introduction to READY Mono County Preparedness Portal

Departments: Information Technology; Office of Emergency Management

30 minutes (15min. presentation; 15min. discussion)

(Olivia Hollenhorst, GIS Specialist III/ GIS Team Lead, Chris Mokrcek, Interim

Director of Emergency Management) - Over the past year, the Information Technology Department has been collaborating with staff from Mono County and the Town of Mammoth Lakes to develop an emergency preparedness portal. Branded as READY Mono, this online resource provides real-time information and critical updates before, during, and after an emergency or natural disaster. Examples of these events include COVID-19 (Coronavirus), Public Safety Power Shutoffs, and wildfire. This agenda item will provide an overview and demonstration of each of these systems and provide an opportunity for the Board of Supervisors to ask questions and provide comments or feedback to staff.

Recommended Action: Informational item. Provide staff direction as appropriate.

Fiscal Impact: None.

F. Ordinance Repealing Chapter 3.32 of the Mono County Code - Television Translator Service Charge

Departments: County Counsel

5 minutes

(Stacey Simon, County Counsel and Scott Pease, Summer Law Clerk) - Proposed ordinance repealing Chapter 3.32 of the Mono County Code to remove the Television Translator Service Charge for County Service Areas No. 2 and No. 5 in alignment with current County practices.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: None. This policy codifies the current County practice of not collecting Television Translator Service Charges.

G. Ordinance Amending Chapter 7.36 of the Mono County Code - Wells

Departments: County Counsel

15 minutes

(Stacey Simon, County Counsel) - Proposed ordinance to amend Mono County Code Chapter 7.36 to revise and clarify procedures related to the processing of applications for groundwater wells and conducting associated environmental review.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: None. These proposed policies do not require additional funding.

H. FY 2022-23 Budget Update

Departments: CAO

30 minutes

(Robert C. Lawton, County Administrative Officer; Megan Mahaffey, Budget Officer) - Since the department requested budgets were brought to the board in a workshop from May 23 through May 25 the County Administrative Officer has met with Department budget teams to assess requests with needs and remove any discrepancies from when the budgets were submitted prior to the workshop. The most significant changes to the requested budgets came from the Sheriff, Public Works, EMS and Information Technology.

Recommended Action: Receive update on budget development since board workshop and provide direction to staff.

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono et al., v. City of Los Angeles et al. (First District California Court of Appeal, Case No.: A162590)

B. Closed Session - Exposure to Litigation

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

C. Closed Session - Public Employee Evaluation

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

9. 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 August 9, 2022

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board Minutes from May 17, 2022, Regular Meeting of the Board of Supervisors.

RECOMMENDED ACTION:

Approve the Board Minutes from the May 17, 2022, Regular Meeting of the Board of Supervisors.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Board Minutes

History

Time	Who	Approval
8/3/2022 4:29 PM	County Counsel	Yes
8/3/2022 8:55 AM	Finance	Yes
8/5/2022 1:57 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
May 17, 2022**

Backup Recording	Zoom
Minute Orders	M22-092 – M22-099
Resolutions	R22-039- R22-047
Ordinance	ORD22-03 USED

9:03 AM Call meeting to Order By: Chair Gardner

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

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>

Janet Dutcher, Mono County Director of Finance:

“Believe you can and you’re halfway there”
- Theodore Roosevelt

Pledge of Allegiance led by Supervisor Kreitz

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

- **No one called in.**

2. RECOGNITIONS

A. Recognition of Alicia Vennos

Departments: CAO

(Robert C. Lawton, CAO) - Proposed proclamation in appreciation and recognition of Alicia Vennos, Mono County Economic Development Director/Film Commissioner.

- **Chair Gardner** – Read Proclamation
- **Bob Lawton** – Presented Item

Supervisors and Staff:

- Expressed their appreciation, admiration, and Alicia will be missed!

Action: Approved proposed proclamation recognizing Alicia Vennos.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, and 1 absent.

M22-092

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

Robert C. Lawton, CAO:

- Reminder 5/23, 9am Budget Workshops in Mammoth – Civic Center
- Prepared with Department Heads for Budget Workshop
- Preparing for provisions after the workshop
- Thanks CAO, HR staff and Department Heads for all their work for Budget Workshop
- Met with Bryan Wheeler and Dr. Caryn Slack – Toiyabe Clinic to discuss the needs of their clinic in Bridgeport
- Met with Wendy Sugimura, Community Development Director - Requests for tax sharing arrangements
- Met with IT Director, Nate Greenberg – California OES funding and options for radio system
- Public Works – Solid Waste Parcel Fees
- Five new employees

Note:

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Supervisor Kreitz:

- Would like to speak about update on ARPA funds – sometime in the future

4. DEPARTMENT/COMMISSION REPORTS

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

Scheereen Dedman, Clerk-Recorder-Registrar:

- JEDI Update – Deferred to next meeting 6/7
- Ballots are out – Voting 6/7

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.)

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, and 1 absent.

Peters absent

Kreitz – To pull items B and F from Consent.

A. Contract with Robert L. Marshall, Esq. for Criminal Defense Services

Departments: CAO

Proposed contract with Robert L. Marshall, Esq. pertaining to the provision of indigent services in the case of People v. Cory Scott Spurlock.

Action: Approved and authorized Chair to sign, contract with Robert L. Marshall for indigent defense services in the case of People v. Cory Scott Spurlock for the period May 1, 2022, through case termination and a not-to-exceed amount of \$560,000 total or \$180,000 per any 12-month period.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, and 1 absent.

M22-093

Peters absent

B. Resolution Making Findings under AB 361 Related to Remote Meetings

Departments: County Counsel

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of May 17, 2022, through June 16, 2022.

Action: Adopted proposed resolution.

Duggan motion. Gardner seconded.

Note:

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Vote: 3 yes, 1 no, and 1 absent.

Peters absent

R22-41

Item moved from Consent (Kreitz)

Item heard after item #5E.

Roll Call:

Corless – Y

Duggan- Y

Gardner- Y

Kreitz- N

Peters- Absent

Supervisor Corless:

- Hybrid meeting are still a good idea, are we going notice meetings in Bridgeport and Mammoth?
One in person and one teleconference

CAO Lawton:

- Would like to have a discuss when all five Supervisors are available for discussion

C. Sierra Nevada Conservancy Grant - Dispersed Camping Collaborative Action

Departments: Public Works

The regional Dispersed Camping Collaborative seeks to build upon the initial grassroots success of the “Camp Like a Pro” program with targeted investments from the Sierra Nevada Conservancy that support the region’s tourism-based economy, protect resources, and reduce risk of human-caused wildland fire surrounding communities through managed use of front-country recreation areas. Application for funding includes a three-year budget request of \$150,000 to better delineate dispersed camping areas, install educational and regulatory signs and kiosks, pilot waste management solutions for the region, restore areas impacted by legal and illegal dispersed camping, and continue distribution of “Camp Like a Pro” educational tools and public outreach strategies. This project was identified as a priority for funding by the Eastern Sierra Sustainable Recreation Partnership (ESSRP) – Sustainable Recreation and Tourism Initiative (SRTI) and a full proposal for was submitted by Mono County to the Sierra Nevada Conservancy, January 31, 2022. This application will be considered by the Sierra Nevada Conservancy Governing Board June 1-2, at their regularly scheduled quarterly meeting, hosted in Mono County.

Action:

- 1) Authorized the filing of an application for Sierra Nevada Conservancy (SNC) Vibrant Recreation and Tourism grant funding to implement Dispersed Camping Collaborative/ Camp Like a Pro Action Plan;
- 2) Found that the project is categorically exempt from review under the California Environmental Quality Act under 14 CCR 15301 – Minor Alterations to Land and 14 CCR 15333 – Small Habitat Restoration Projects and direct staff to file a notice of exemption; and
- 3) Delegated authority to the County Administrative Officer, in consultation with County Counsel, to conduct all negotiations, sign and submit all documents, including

Note:

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but not limited to applications, agreements, amendments, and payment requests, in support of the Grant Scope, provided they are substantially consistent with the staff report and agenda attachments.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, and 1 absent.

Peters absent

M22-094

D. Off-Highway Motor Vehicle Grant for Restoration Activities

Departments: Public Works

Request for Authorization to apply for grant funds from the California Off-Highway Motor Vehicle Recreation Division, for off-highway vehicle restoration efforts. State Parks OHMVR Division funding is provided from fuel taxes which are attributable to the recreational use of vehicles off highway, OHV registration fees (commonly referred to as “California Green Sticker” registration), and fees collected at State Vehicular Recreation Areas. These revenues are used for acquisition of new OHV areas, development and operation of existing OHV areas, enforcement of rules and regulations, and protection of natural resources.

Action:

1) Adopted proposed Resolution authorizing the filing of an application for CA State Parks Off Highway Motor Vehicle Recreation (OHMVR) Division grant funding for Off-Highway Vehicle (OHV) “Restoration” activities in Mono County. The three-year restoration grant will not exceed \$374,275, which includes \$329,357 of grant funding and \$44,918 of local matching funds.

2) Found that the activity is exempt from review under the California Environmental Quality Act under 14 CCR 15301(c) (Minor Alterations to Land) and direct staff to file the prepared Notice of Exemption.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, and 1 absent.

Peters absent

M22-095

R22-039

E. Resolution Approving Pension Rate Stabilization Trust with Public Agencies Retirement Services (PARS)

Departments: Finance

(Janet Dutcher, Finance Director) - Pursuant to the workshop conducted on March 15, 2022 illustrating the use of the Pension Rate Stabilization Trust (PRST) as a strategy mitigating CalPERS pension contribution rate volatility and periodically reducing the

Note:

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County's unfunded pension liability, this item effectuates establishment of the PRST by proposing a resolution approving the adoption of the Public Agencies Post-Employment Benefits Trust administered by PARS to establish an irrevocable Section 115 PRST to pre-fund CalPERS pension obligations.

Action: Adopted proposed resolution.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, and 1 absent.

Peters absent

R22-040

F. Out-of-State Travel Authorization

Departments: Clerk of the Board of Supervisors

Per Resolution 20-27, travel outside of California and Nevada by elected officials must be approved by the Board of Supervisors. This item seeks travel approval for members of the Board of Supervisors to travel to the National Association of County's Annual Conference in Adams County (Aurora), Colorado, scheduled for July 21-24, 2022.

Action: Approved out-of-state travel for all Supervisors to the National Association of County's Annual Conference in Adams County (Aurora), Colorado, scheduled for July 21-24, 2022.

- *Supervisor Kreitz will not be attending*

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, and 1 absent.

Peters absent

M22-096

Item pulled from Consent – Kreitz

Item heard after item #5B.

6. CORRESPONDENCE RECEIVED – NONE.

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

7. REGULAR AGENDA - MORNING

A. Mammoth Hospital Cares Community Engagement Presentation

Departments: Board of Supervisors

(Tom Parker, CEO Mammoth Hospital) - Mammoth Hospital Cares Community Engagement Presentation by Tom Parker, Mammoth Hospital CEO. The presentation aims to provide information about the current state of the hospital and receive feedback.

Note:

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

Action: None

Tom Parker, CEO Mammoth Hospital:

- Presented Item
- Thanked the community for survey participation
- Clarifies the District Boarder, residents can still utilize services

Supervisor Duggan:

- What are the district boarders?

B. Mono County Child Care Council - Zip Code Priority Report for 2022-2023

Departments: Mono County Office of Education

(Courtney Walsh, Mono County Child Care Council Coordinator) - Presentation on 2022-2023 Zip Code Priority Report by Courtney Walsh, Mono County Child Care Council Coordinator. Pursuant to Welfare and Institutions Code (WIC) 10486. (b)(3)(3) the Mono County Child Care Council is mandated to set zip code priorities each year. This report sets the priority in which a zip code would receive funding should funding coming available for subsidized General Child Care (CCTR) for infant and toddler care or after school care and the California State Preschool Program (CSPP).

Action: Approved, and authorized Chair to sign, Local Planning Council (LPC) County Priorities Report Form.

Courtney Walsh, Mono County Child Care Council Coordinator:

- Presented Item

Duggan motion. Kreitz seconded.

Vote: 4 yes, 0 no, and 1 absent

Peters absent

M22-097

C. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Action: None.

Bryan Wheeler, Public Health Director:

- Presented Item
- Biden approved 8 Covid Tests per household – provided the link for free tests
- Boosters – Civic Center, North County
- Optium Serve has Test to Treat – need a doctor's prescription

Chair Gardner:

- Vaccinations could have saved many lives

Supervisor Coreless:

Note:

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

- Discusses availability of anti-viral medicine

D. Employment Agreement with Christopher L. Beck

Departments: County Counsel

(Stacey Simon, County Counsel) - Proposed resolution approving a contract with Christopher L. Beck as Assistant County Counsel, and prescribing the compensation, appointment, and conditions of said employment.

Stacey Simon, County Counsel

- Presented Item
- Introduced Chris Beck and provided background
- Ask that the motion be contingent upon background check approval

Action: Announced Fiscal Impact. Approved Resolution #R22-042, approving a contract with Christopher L. Beck as Assistant County Counsel, and prescribing the compensation, appointment, and conditions of said employment. Contingent upon successful complete

Background Check Policy. Authorized the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 2021-22 is \$14,292, of which \$11,673 is salary, and \$3,256 is benefits. This is included in the FY 2021-22 budget. The cost for an entire fiscal year would be approximately \$179,143 of which \$140,077 is salary and \$39,066 is the cost of benefits and is included in the Department's proposed budget for FY 2022-23.

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, and 1 absent

Peters absent

R22-042

E. Employment Agreement with Valentine Vega

Departments: Public Works

(Tony Dublino, Director of Public Works) - Proposed resolution approving a contract with Valentine Vega as Project Manager for the Public Works Department, and prescribing the compensation, appointment, and conditions of said employment.

Action: Announced Fiscal Impact. Approved Resolution #R22-043, approving a contract with Valentine Vega as Project Manager, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 2021-22 is \$18,519, of which \$13,000 is salary, and \$5,519 is benefits. This is included in the FY 2021-22 budget. The

Note:

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cost for an entire fiscal year would be approximately \$111,113 of which \$78,000 is salary and \$33,113 is the cost of benefits and is included in the Department's proposed budget for FY 2022-23.

Tony Dublino, Public Works Director:

- Presented Item
- Introduced Val and provided background

Corless motion. Kreitz seconded.

Vote: 4 yes, 0 no, and 1 absent.

Peters absent

R22-043

F. Employment Agreement with Jason Davenport

Departments: Public Works

(Tony Dublino, Director of Public Works) - Proposed resolution approving a contract with Jason Davenport as Parks and Facilities Superintendent, and prescribing the compensation, appointment, and conditions of said employment.

Recommended Action: Announced Fiscal Impact. Approved Resolution #R22-044, approving a contract with Jason Davenport as Parks and Facilities Superintendent, and prescribing the compensation, appointment and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 2021-22 is \$10,652, of which \$7,901 is salary, and \$2,752 is benefits. This is included in the FY 2021-22 budget. The cost for an entire fiscal year would be approximately \$127,827 of which \$94,809 is salary and \$33,018 is the cost of benefits and is included in the Department's proposed budget for FY 2022-23.

Tony Dublino, Public Works Director:

- Presented Item
- Introduced Val and provided background

Duggan motion. Kreitz seconded.

Vote: 4 yes, 0 no, and 1 absent

Peters absent

R22-044

G. Solid Waste Tipping Fee Adjustment Proposal - Workshop and Board Direction

Departments: Public Works - Solid Waste

(Justin Nalder, Solid Waste Superintendent and Tony Dublino, Director of Public Works) - Presentation of a proposal to adjust Solid Waste Tipping Fees charged at County Transfer Stations and Landfills. The proposed adjustment is intended to balance

Note:

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the Solid Waste Enterprise Fund which has operated at a deficit for the last 3 years. There have been no increases to the tipping fees on major waste streams since 2012. If tipping fees are not increased, future General Fund subsidies to the Solid Waste program are expected.

Action: Directed Staff to prepare public noticing and adopting resolution in support of Alternative A.

Justin Nalder, Solid Waste Superintendent:

- Presented Item
- *Supervisors Corless, Gardner, Kreitz, are in support of*
- *Supervisor Duggan not in support*

Chair Gardner:

- Clarifies that the increase is per ton

Break Session: 11:15am
Reconvened: 11:22 am

H. Mountain View Fire Update and Review of Emergency Declarations

Departments: Mountain View Fire Emergency Operations Center

(Justin Nalder, MVF EOC Director) - Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

Action: Heard report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts. Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

Duggan motion. Kreitz seconded.

Vote: 4 yes, 0 no, and 1 absent.

Peters absent

M22-98

I. Proposed Waiver of County Fees for an Approved Residential and Commercial Project in June Lake

Item Skipped, heard after Item 7K.

Departments: Community Development

(Bentley Regehr, Planning Analyst) - Discussion of potential fee waiver for fees

Note:

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associated with Use Permit 20-003 - which approved the development of twelve residential units and associated commercial space on Cherokee Lake off Highway 158 in June Lake.

Bentley Regehr, Planning Analyst:

- Presented Item
- Clarifies

Supervisor Kreitz:

- In support resolution and staff recommendations
- Staff needs to work with applicant and then bring it back to the board

Chair Gardner:

- Concerned about short term rentals
- Perhaps we wait and come back with a full proposal: **CAO Lawton** – works fine for staff

Supervisor Corless:

- In support today

Stacey Simon, County Counsel:

- Fee Waiver could be structured as a loan

*Direction – Encouraged staff to bring this item back
Heard Item 8 – Closed Session*

Action: 1) Adopt proposed resolution waiving staff time costs/permit fee for Use Permit 20-003, in the amount of \$3,910.50, consistent with Housing Element Program 2.10; 2) Discussed potential options for fee waivers for other projects in the future.

J. FY2021-22 Budget Third Quarter Adjustments

Item heard after Item 7H.

Departments: CAO

(John Craig, Assistant CAO; Megan Mahaffey, Accountant III) - This item is to approve Third Quarter budget adjustments requested by departments and project year end Fund Balance that can be used to balance the FY2022-23 budget.

Action: Received report and approved recommended budget adjustments. (4/5ths vote required).

John Craig, Assistant CAO:

- Presented Item

Duggan motion. Corless seconded.

Vote: 4 yes, 0 no, and 1 absent.

Peters absent

M22-099

K. Adopting a Revised Salary Matrix Applicable to At-Will Employees and Elected Department Heads to add Three Positions within Human Resources and

Note:

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Superseding and Replacing R21-45

Item heard after Item 7J.

Departments: CAO

(John Craig, Assistant CAO) - A Resolution of the Mono County Board of Supervisors Adopting a Revised Salary Matrix Applicable to At-Will Employee and Elected Department Heads to add Three Positions Within Human Resources, Reclassify One Position, and Superseding and Replacing R21-45

Action: Adopted proposed resolution.

John Craig, Assistant CAO:

- Presented Item

Kreitz motion. Duggan seconded.

Vote: 4 yes, 0 no, and 1 absent.

Peters absent

R22-045

8. CLOSED SESSION

Closed Session: 12:01 PM

Reconvened: 1:32 PM

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Initiation of Litigation

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

- **Direction was given to staff to initiate litigation. The action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.**

Note:

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C. Closed Session - Public Employee Evaluation

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

THE AFTERNOON SESSION WILL RECONVENE FOLLOWING CLOSED SESSION OR, IF TIME ALLOWS, ITEMS MAY BE TAKEN UP DURING THE MORNING SESSION PRIOR TO CLOSED SESSION.

9. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

10. REGULAR AGENDA - AFTERNOON

A. Public Hearing - Resolutions Declaring Intention to Become Groundwater Sustainability Agency

Departments: County Counsel, Community Development
PUBLIC HEARING: 1:30P.M. (20 minutes)

Public Hearing Session: 1:40 PM
Public Hearing Closed: 1:45 PM

Stacey Simon, County Counsel:

- Presented Item
- Did publish public notice for hearing
- No barrier in regard to Mono Basin

Supervisor Duggan:

- Thanked staff for their efforts

Public Comment – Lynn:

- In support of, recommend that we proceed with this
- Why wouldn't you include Mono Basin?

Public Comment – Carol:

- 40-year resident of Mono County – in support of
- Believe that this is the best solution and encourages to pass the resolutions

(Stacey Simon, County Counsel; Wendy Sugimura, Community Development Director)
- Declaration of intent to serve as groundwater sustainability agency (GSA) for portions

Note:

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of the Owens Valley groundwater basin and for the Long Valley groundwater basin.

Action: Conducted public hearing and adopted proposed resolutions (1) declaring the County's intention to become the groundwater sustainability agency for all portions of the Owens Valley groundwater basin within Mono County but outside the boundaries of the Tri-Valley Groundwater Management District; and (2) declared the County's intention to become the groundwater sustainability agency for the Long Valley groundwater basin of Mono County. Find that adoption of the resolutions is not a project under the California Environmental Quality Act (CEQA) because it would not result in any physical change to the environment; and alternatively, that it qualifies for an exemption from CEQA under 14 CCR 15307; 15308 (actions to protect the environment and natural resources); and 15320 (changes in organization of local agencies).

Duggan motion. Corless seconded.

Vote: 4 yes, 0 no, and 1 absent.

Peters absent

R22-046

R22-047

11. BOARD MEMBER REPORTS

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

Supervisor Duggan:

- Met with Sanjay Choudhrie, Housing Opportunities Manager
- Attended the Eastern Sierra Transit Authority Board of Directors meeting

Chair Gardner:

- On Wednesday May 11 I participated in the monthly meeting of the Mono Basin RPAC. The main topic at that meeting was a proposal to create the Bodie Hills Conservation Area.
- On Friday May 13 I participated in the monthly meeting of the Eastern Sierra Transit Authority Board of Directors meeting. Besides the regular review of operations and financial reports, the Board discussed ESTA's proposed six-month service recommendations. This included continuation of the Reds Meadow Shuttle and termination of the Bishop Creek Shuttle. The Board decided to not terminate the Bishop Creek Shuttle but continue it for a year and seek opportunities for additional funding and savings.
- On Sunday May 15 I participated in the June Lake Chamber of Commerce

Note:

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Clean-up Day event. Thanks to the many residents who turned out to help our community look better.

- Yesterday I participated in a special meeting of the Yosemite Area Regional Transportation Authority Board of Directors. We approved a new contract for operations and maintenance for the YARTS bus system and approved the YARTS budget for the upcoming 2022-23 fiscal year. YARTS has a structural deficit dilemma which must be addressed in the next year if it is to continue in its present status. The Board will be reviewing possible options this fall to respond to this problem. Fare increases and some service reductions have already been implemented, but other revenue or savings are needed to support current operations.
- Last night we held the second session of the Citizens Wildfire Academy. Our topic was fire ecology and we had two excellent speakers, Malcolm North, and Craig Thomas. There were just under 50 participants in this session. Thanks to Queenie Barnard for her help in supporting the session, and for the ongoing help from Justin Caporusso for the publicity about the Academy sessions.
-

ADJOURNED AT 1:46 PM

ATTEST

BOB GARDNER
CHAIR OF THE BOARD

DANIELLE PATRICK
ASSISTANT 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 August 9, 2022

Departments: Community Development

TIME REQUIRED

SUBJECT June Lake Citizens Advisory
Committee Appointments

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Consider appointing Claire Landowski and re-appointing Julie Brown to the June Lake Citizens Advisory Committee as recommended by Supervisor Gardner.

RECOMMENDED ACTION:

Appoint Claire Landowski to a four-year term on the June Lake Citizens Advisory Committee, expiring Dec. 31, 2026, and reappoint Julie Brown for a four-year term, expiring Dec. 31, 2026.

FISCAL IMPACT:

None.

CONTACT NAME: Michael Draper

PHONE/EMAIL: 7609241805 / mdraper@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Attachment 1. Landowski app

History

Time	Who	Approval
8/2/2022 8:51 AM	County Counsel	Yes
7/25/2022 1:45 PM	Finance	Yes

8/5/2022 1:57 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

July XX, 2021

TO: Honorable Mono County Board of Supervisors
FROM: Michael Draper, Planning Analyst, for Bob Gardner, District 3 Supervisor
RE: June Lake Citizens Advisory Committee Appointments

RECOMENDATION

Appoint Claire Landowski to a four-year term on the June Lake Citizens Advisory Committee, expiring Dec. 31, 2026, and reappoint Julie Brown for a four-year term, expiring Dec. 31, 2026, as recommended by Supervisor Gardner.

FISCAL IMPACT

No fiscal impacts are expected.

DISCUSSION

The June Lake Citizens Advisory Committee (JLCAC) may consist of up to 10 members. Current membership consists of four members. Supervisor Gardner recommends the appointment of Claire Landowski to a four-year term (see attachment), and the reappointment of Julie Brown, prior to her term's expiration. With the new member, the June Lake Citizens Advisory Committee will consist of five members and five vacant seats. Terms last for four years and are staggered to facilitate smooth transitions. The following summarizes the status of appointments and CAC membership:

Proposed appointment to term expiring Dec. 31, 2026:

1. Claire Landowski

Proposed reappointment to term expiring Dec. 31, 2026:

2. Julie Brown

Existing Members

3. Janet Hunt
4. Bob Marks
5. David Rosky

Term Expires

12-31-22
12-31-24
12-31-24

This staff report has been reviewed by the Community Development Director.

If you have questions regarding this matter, please contact Michael Draper at 760.924.1805 or Supervisor Gardner.

ATTACHMENTS:

- Application for Claire Landowski

Regional Planning Advisory Committees

P.O. Box 347
Mammoth Lakes, CA 93546
760-924-1800 phone, 924-1801 fax
conumdev@mono.ca.gov

P.O. Box 8
Bridgeport, CA 93517
760-932-5420 phone, 932-5431 fax
www.monocounty.ca.gov

MEMBERSHIP APPLICATION

This application is for membership in the following RPAC (choose one):

- | | |
|--|---|
| <input type="checkbox"/> Antelope Valley | <input checked="" type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil | <input type="checkbox"/> Long Valley |
| <input type="checkbox"/> Bridgeport Valley | <input type="checkbox"/> Mono Basin |
| <input type="checkbox"/> Chalfant Valley | <input type="checkbox"/> Swall Meadows |

Name Claire Landowski

Address [REDACTED] / PO Box 411

City/State/Zip June Lake CA 93529


Phone (day) [REDACTED] Phone (eve.) _____

Email claire.landowski@gmail.com

Occupation/Business nonprofit office director

Special interests or concerns about the community:

I love living in June Lake and would be honored to contribute to the community through
the CAC. As a renter, I am particularly interested to help represent those of us who
are not (yet?) homeowners here. I am also passionate about our local lakes, trails, and
forests, and maintaing them while welcoming visitors to our town.

Signature  Date 6/27/2022



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Public Health

TIME REQUIRED

SUBJECT Women, Infants and Children (WIC)
2022-2025 Contract

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Standard Agreement #22-10262 with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program from October 1, 2022 to September 30, 2025.

RECOMMENDED ACTION:

Approve, and authorize the Public Health Director to sign Standard Agreement, Contractor Certification Clause, and CA Civil Rights Laws Attachment with California Department of Public Health for the Women, Infants, and Children (WIC) Program for the period October 1, 2022 through September 30, 2025 and a not-to-exceed amount of \$1,000,317. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. The projected budget is \$333,439 per federal fiscal year for the next three years, for a combined total of \$1,000,317.

CONTACT NAME: Stephanie Riley Stai

PHONE/EMAIL: 760-924-4613 / srileystai@mono.ca.gov

SEND COPIES TO:

Stephanie Riley Stai, Bryan Wheeler, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Grant Agreement
<input type="checkbox"/> Contractor Certification Clause

[California Civil Rights Laws Attachment Certification](#)

[Contract Exhibits-Budget](#)

History

Time	Who	Approval
8/3/2022 3:26 AM	County Counsel	Yes
7/26/2022 9:40 AM	Finance	Yes
8/5/2022 1:56 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: August 2, 2022

To: Honorable Board of Supervisors

From: Stephanie Riley Stai, Women Infants and Children (WIC) Program Director

Subject: Women Infants and Children (WIC) Program

Contract Amendment #22-10262

Recommendation:

Proposed Standard Agreement #22-10262 with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program from October 1, 2022-September 30, 2025. Approve County entry into proposed agreement and authorize the Public Health Director to execute said contract on behalf of the County by signing:

- 2 original copies of the Standard Agreement #22-10262 (Form STD 213).

Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Discussion:

The California State WIC Program is a nutrition education program, federally funded by the United States Department of Agriculture (USDA) and serves low income families that are at or below 185% of the poverty level. The WIC program is designed to provide supplemental resources to eligible individuals at nutritionally vulnerable times of life and to help reduce the risk of medical problems because of a lack of nutritious foods or information about nutrition. Pregnant woman, children 0-5 years of age and postpartum women are provided supplemental healthy food options, nutrition education, breastfeeding education and support as well as referrals to health care and other services the county provides. The Mono County WIC Program continues to be an essential resource for local families since its establishment in 2010, currently serving over 130 participants.

Fiscal Impact/Budget Projections:

There will be no fiscal impact to the County General Fund.

The Projected Budget for the Mono County WIC Program is as follows:

- Year 1 10/1/2022 – 9/30/2023: \$333,439.00
- Year 2 10/1/2023 – 9/30/2024: \$333,439.00
- Year 3 10/1/2024 – 9/30/2025: \$333,439.00
- Total for 3 Years: \$1,000,317.00

For questions regarding this item, please call Stephanie Riley Stai at (760) 924-4610

Submitted by: Stephanie Riley Stai, WIC Program Director

Reviewed by: Bryan Wheeler, Public Health Director

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-10262	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Mono County

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement is:

\$ 1,000,317.00 One Million Three Hundred Seventeen 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	19
Attachment I	Statement of Work, Services to be Performed	10
Exhibit B	Budget Detail and Payment Provisions	4
+ Attachment - I	Budget Detail	
+ Attachment II	Facility Costs	
+ Exhibit C *	General Terms and Conditions	GTC
+ Exhibit D	Special Terms and Conditions	18
+ Exhibit E	Additional Provisions	7
+ Exhibit F	Federal Terms and Conditions	8
+ Exhibit G	Information Privacy and Security Requirements	13
+ Exhibit H	Contract Release	

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.)

Mono County

CONTRACTOR BUSINESS ADDRESS

P.O. Box476

CITY

Bridgeport

STATE ZIP

CA I 93517

PRINTED NAME OF PERSON SIGNING

Bryan Wheeler

TITLE

Director of Public Health, MSN, PHN, RN

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-10262	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE ZIP

CA **I** 95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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
Mono County	95-6005661

By (Authorized Signature)

Printed Name and Title of Person Signing

Bryan Wheeler, Mono County Public Health Director

Date Executed	Executed in the County of
	Mono

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Executed in the County of		Executed in the State of
Date Executed		

Exhibit A Scope of Work

1. Service Overview

- A. The Contractor agrees to provide to the California Department of Public Health, Women, Infants and Children (CDPH/WIC) Division, the direct services at the local level described herein to operate the WIC Program. The Contractor agrees to comply with all fiscal, administrative, and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.
- B. The CDPH/WIC Division administers Nutrition Services and Administration funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants and children who are low-income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support, referrals to healthcare services, and other services that support the family.
- C. The purpose of this contract is to provide funds and expectations to Contractors, also referred to as subrecipients, to support the delivery of services, deliverables, and benefits of the WIC Program to eligible participants through qualified community agencies.
- D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies, and procedures as detailed in Exhibit E, Provision 1.
- E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CDFA Program Title is "Special Supplemental Nutrition Program for Women, Infants and Children".

2. Service Location

- A. Services shall be provided at authorized WIC Sites within each Contractor's service area, as listed in Exhibit B, Attachment II of this Agreement. The Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC Site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics by notifying the Contractor in writing.
- B. The Contractor agrees to provide WIC Program services in the following service area to:

Eligible California residents of Mono County, including the cities of Mammoth Lakes, Benton, Bridgeport, Coleville/Walker, Topaz, Lee Vining and June Lake.

3. Service Hours

- A. Services shall be provided during the Contractor's normal business hours, in addition to extended hours of operation, to accommodate the needs of the applicants'/participants' schedules, in accordance with the WIC Policy and Procedure Manual (WPPM) 530-10.
- B. When business hours of operation change for WIC Sites, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 calendar days in advance and make the necessary change in WIC Web Information System Exchange (WIC WISE).

**Exhibit A
Scope of Work**

4. Project Representatives

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

California Department of Public Health	Mono County
Pia Boling, Contract Manager Telephone: (916) 928-8543 E-mail: Pia.Boling@cdph.ca.gov	Bryan Wheeler, Director of Public Health, MSN, PHN, RN Telephone: (760) 924-1835 E-mail: bwheeler@mono.ca.gov

B. Direct all inquiries to:

California Department of Public Health	Mono County
CDPH/WIC Division Attention: Pia Boling, Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834 Telephone: (916) 928-8543 E-mail: Pia.Boling@cdph.ca.gov	Attention: Stephanie Riley Stai, WIC Director, RD 1290 Tavern Rd, Suite 246 Mammoth Lakes, CA 93546 Telephone: (760) 924-4613 E-mail: srileystai@mono.ca.gov

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 95-6005661
FI\$CAL ID #:
Contractor: Mono County
Attention: Stephanie Butters
Address: PO Box 476, Bridgeport, CA 93517-047
Contract Number: 22-10262
Email: sbutters@mono.ca.gov

D. 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 but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form. The completed form must be submitted to the Contract Manager for processing.

5. Services to be Performed - Please see Exhibit A, Attachment I, Statement of Work, Services to be Performed.

6. Scope of Work Changes

A. Pursuant to Health and Safety Code Section 38077 (b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.

Exhibit A Scope of Work

- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.
- C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.
- D. No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended and the amendment is approved as required by law and this agreement.

7. Definitions

This list of definitions is for use with this Agreement:

- A. **Applicant** - A pregnant individual, breastfeeding individual, postpartum individual, infants, and children who are applying to receive WIC benefits, and the breastfed infants of applicants who are a breastfeeding individual. Applicants include individuals who are currently participating in the WIC Program but are re-applying because their certification period is about to expire.
- B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the USDA's WIC Breastfeeding Model Components for Peer Counseling. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to the WIC Program breastfeeding services and support.
- C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the WIC local agency.
- D. **Care Plan** - An individualized nutrition education plan developed for each WIC participant to follow during participation in the WIC Program.
- E. **CDPH/ITSD** means California Department of Public Health, Information Technology Services Division.
- F. **CDPH/WIC Division** means California Department of Public Health, Women, Infants and Children Division.
- G. **Civil Rights Coordinator** - A designated individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973 at the WIC local agency.
- H. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement and provide technical assistance on implementation of the contract and the WIC Policy and Procedure Manual (WPPM).
- I. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency. Per FNS guidance, they are also referred to as subrecipients.

Exhibit A
Scope of Work

- J. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the WIC local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition, or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
- K. **Degreed Nutritionist (DN)** – A degreed nutritionist is an individual who possesses a bachelor's degree in a nutrition-related field. The DN must work under the supervision of a Registered Dietitian and must meet both educational requirements and specific standards of competency. The DN role is defined in WPPM 130-50.
- L. **Designee** - An individual who has been designated by the Contractor's Agency Director and is authorized to sign invoices, or the Report of Actual Expenditures (RAE) on behalf of the Contractor.
- M. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration (NSA) funds and funding from another source.
- N. **EBT** means Electronic Benefit Transfer - An electronic process that allows a recipient to authorize the transfer of their benefits from a government account to the vendor's account to pay for products received.
- O. **FFY** means Federal Fiscal Year (October 1 through September 30).
- P. **FMNP** means Farmers' Market Nutrition Program - A USDA program established to provide locally grown fresh fruits and vegetables through farmers' markets to WIC participants. Farmers and markets are authorized and trained by the CDPH/WIC Division to accept check booklets (separate from other WIC food benefits) that are distributed to WIC participants by the Contractor.
- Q. **FMNP Local Agency Coordinator** - A designated WIC local agency employee responsible for overseeing all FMNP functions and ensuring FMNP administrative procedures are followed, including booklet accountability, security and integrity, and staff training.
- R. **FNS** means Food and Nutrition Service - An agency of the USDA's Food, Nutrition, and Consumer Services. FNS works to end hunger and obesity through the administration of 15 federal nutrition assistance programs, which includes the WIC Program. FNS establishes rules and regulations and oversees the state and local agencies that operate those nutrition assistance programs.
- S. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.
- T. **International Board-Certified Lactation Consultant (IBCLC)** – An IBCLC is a breastfeeding expert who has met the education and experience requirements needed to take the IBCLC exam. In the WIC setting, the IBCLC typically provides breastfeeding education and supervision to WIC staff and supports participants with breastfeeding challenges.

Exhibit A
Scope of Work

- U. **IT POC** means Information Technology Point of Contact - A designated individual responsible for communications with the CDPH/WIC Division on technology-related implementation and support initiatives.
- V. **LVL** means Local Vendor Liaison - A designated WIC local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.
- W. **NSA** means Nutrition Services and Administration - The funding provided by USDA that supports the WIC Program.
- X. **NSP** means Nutrition Services Plan - The NSP is a tool for WIC Local Agencies to use in planning overall WIC Program Nutrition Services. The NSP establishes statewide nutrition services priorities and focuses WIC local agency activities to improve participant health and nutrition outcomes. The NSP also provides a focus for staff training, nutrition education and quality assurance resources over the course of this contract. The NSP is federally mandated (7 CFR 246.11) and is further described in the WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].
- Y. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide ongoing WIC local agency support regarding program services, including quality nutrition services, and ongoing monitoring of program performance, quality assurance, and technical assistance.
- Z. **Nutrition Education Coordinator** - A designated WIC local agency Registered Dietitian that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.
- AA. **NVRA** means National Voter Registration Act - Congress enacted the National Voter Registration Act of 1993 to enhance voting opportunities for every American. The NVRA allows the Department of Justice to bring civil actions in federal court to enforce its requirements.
- BB. **NVRA Coordinator** - A designated WIC local agency employee responsible for implementing and ensuring compliance with the NVRA requirements at each of the WIC local agency sites.
- CC. **Outreach Coordinator** - A designated WIC local agency employee responsible for coordinating partnership development with health, community, and social services organizations to encourage referrals to the WIC program, conducting and tracking annual public outreach announcement and promoting WIC to eligible non-participants.
- DD. **Participant** - An individual who meets all WIC Program eligibility criteria, is enrolled in the WIC Program, and receives nutrition benefits.
- EE. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.

Exhibit A
Scope of Work

- FF. **Quality Assurance (QA)** means a retrospective review process which demonstrates that a service fulfilled or met a set of requirements or criteria.
- GG. **Quality Improvement (QI)** means a formal approach to performance analysis and systematic efforts to improve it. It involves the implementation of solutions to improve services and the monitoring of their effectiveness, with the goal of providing quality nutrition services and achieving optimal health outcomes for participants.
- HH. **RAE** means Report of Actual Expenditures - The Contractor's year-end financial report that is submitted to the CDPH/WIC Division at the end of each FFY for review and approval.
- II. **RBL** means Regional Breastfeeding Liaison - WIC professional staff that are experts in breastfeeding and community collaboration. They are charged with narrowing the breastfeeding support gaps in the community between WIC, health care providers, hospitals, and other community partners that serve WIC families.
- JJ. **Registered Dietitian (RD)** - A registered dietitian is a food and nutrition expert who has met academic and professional requirements. The RD must possess and maintain the RD credential or the right to use the term "registered dietitian" as approved by the Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetics (AND). The RD role is defined in WPPM 130-10.
- KK. **Service Area** - The geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.
- LL. **State Committee** - A group of WIC local agency and CDPH/WIC Division staff that support various statewide projects related to Nutrition Education, Training, Breastfeeding, Outreach, Data, and other WIC activities. CDPH/WIC Division staff facilitate meetings and tasks associated with statewide projects and Local Agency members provide input, testing, and review. Committee members are chosen via a formal application process; the local agency is provided funding for participation.
- MM. **Staff Training Coordinator** - A designated WIC local agency Nutritionist that ensures staff training is planned, completed, and documented within designated timeframes. Follows all guidance provided within the WPPM, Nutrition Services Plan (NSP), and WIC WINs regarding staff training requirements.
- NN. **ULO** means Unliquidated Obligations - ULO is a commitment to purchase tangible goods and/or services that have not yet been paid but were approved for purchase by the CDPH/WIC Division.
- OO. **USDA** means United States Department of Agriculture - The Federal agency that funds and implements the WIC Program throughout the United States.
- PP. **WIC Site** - A CDPH/WIC Division approved location where WIC business is conducted by the Contractor. Types of WIC Sites include WIC Office (provides direct participant services), WIC and Administrative Office (provides direct participant services and administrative services), Administrative Only, Call Center, and Warehouse/Storage locations.
- QQ. **WIC Director** - The manager designated by the Local Agency's parent agency who is responsible for the day-to-day WIC Program's operations.

Exhibit A Scope of Work

- RR. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the USDA for healthcare and nutrition of low-income pregnant women, breastfeeding women, postpartum women, and infants and children under the age of five.
- SS. **WIC WISE** means WIC Web Information System Exchange - A computerized information processing system that provides an organization with information and tools to organize, evaluate, and efficiently manage its business activities, and to provide support for making operational, tactical, and strategic decisions.
- TT. **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.
- UU. **WPPM** means the WIC Policy and Procedure Manual.

8. Contractor Responsibilities

Administrative Contract Requirements

1) Caseload Management and Performance Standard

- a) The Contractor's participant monthly caseload is listed below. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.
1. Year 1 participant monthly caseload: 150
 2. Year 2 participant monthly caseload: 150
 3. Year 3 participant monthly caseload: 150
- b) Should the Contractor fail to meet the performance standard, the CDPH/WIC Division may reduce the Contractor's participant monthly caseload and associated funding through a formal contract amendment.

2) Program Monitoring Visits

The CDPH/WIC Division shall conduct program monitoring visits to ensure that the Contractor's program operations and fiscal management procedures are in compliance. Monitoring visits shall be performed at least once every two (2) years and may be on-site, virtual, or a combination. The Contractor shall comply with all requirements of the program monitoring process. Contractors found to be out of compliance during the program monitoring visits may be subject to more frequent program monitoring, and if findings are not corrected, sanctions may be imposed.

3) Quality Assurance and Quality Improvement

The Contractor shall maintain an internal Quality Assurance (QA) Plan (per WPPM 100-01) and continuously review and evaluate the program services provided. Deficiencies identified during the QA process, via statewide performance measures, the annual NSP, or by CDPH/WIC Division monitoring visits, shall be included in the QA Plan and addressed through Quality Improvement (QI) activities. The improvement activities and monitoring shall follow traditional QI methods. For further information on QI, see Standard 16 in the current WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].

Exhibit A
Scope of Work

4) Staffing Standards

- a) The Contractor shall ensure all appropriate staff performs tasks as outlined in Exhibit A, Attachment I and as detailed in Exhibit B, Attachment I.
- b) The Contractor shall ensure there are adequate and qualified personnel to perform administrative tasks and other duties related to certification, referral, outreach, education, planning, and supervisory functions for the WIC Program. The Contractor may employ WNAs, RDs, Degreed Nutritionists, CPAs, and other staff in accordance with Exhibit A, Attachment I.
- c) The Contractor shall employ RDs for activities that support participant's nutrition needs and oversee the development, implementation, and evaluation of the Nutrition Services Plan, the quality assurance plan and nutrition related education, and assessments. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

d) WIC Director

The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the primary liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all program, fiscal, administrative, and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan for approval to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will meet the program, fiscal, administrative and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I.

e) Nutrition Education Coordinator

The Contractor shall designate a RD to serve in the role of the Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

f) Breastfeeding Coordinator

The Contractor shall designate a CPA that meets WPPM 130-100 requirements, to serve in the role of the Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will promote breastfeeding in the community and support the provision of breastfeeding services to participants in accordance with Exhibit A, Attachment I.

g) Local Vendor Liaison

The Contractor shall designate one or more staff to serve in the role of the LVL to be the point-of-contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.

Exhibit A
Scope of Work

h) National Voter Registration Act Coordinator

The Contractor shall designate one or more staff to serve in the role of the NVRA Coordinator to be responsible for ensuring compliance with NVRA and Senate Bill 35 at their WIC Sites. The NVRA Coordinator shall ensure all NVRA requirements are followed, as listed in WPPM 190-30, WPPM 700-06, and Secretary of State requirements for NVRA reporting agencies.

i) Outreach Coordinator

The Contractor shall designate one or more staff to serve in the role of the Outreach Coordinator to be responsible for ensuring compliance with the Annual Public Outreach Announcement (APOA) and ongoing outreach activities for the local agency. The Outreach Coordinator shall ensure all outreach, coordination with local health programs and services, and APOA requirements are followed, as listed in WPPM 700-01, WPPM 700-07, WPPM 700-08 and Exhibit A, Attachment I, Task 5.

j) Staff Training Coordinator

The Contractor shall designate a Nutritionist to serve in the role of the Staff Training Coordinator. If there are barriers to meeting this Nutritionist staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide staff training in accordance with Exhibit A, Attachment I.

k) Civil Rights Coordinator (only applies to the Contractors with 15 or more employees)

The Contractor shall designate a staff person as the individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973. This may be the same individual responsible within the broader local government or private, non-profit organization, not solely the WIC program at the WIC local agency, as described in WPPM 510-30.

l) Farmers' Market Nutrition Program Local Agency Coordinator (only applies to the Contractors receiving funds for this project).

The Contractor shall designate one or more staff to serve in the role of the FMNP Local Agency Coordinator to be the point-of-contact to the CDPH/WIC Division FMNP Coordinator for FMNP related activities in accordance with Exhibit A, Attachment I, Task 8. The FMNP Local Agency Coordinator shall ensure all FMNP administrative requirements are followed, as listed in the WPPM 800-series.

m) Dietetic Internship Program (only applies to the Contractors receiving funds for this project)

The Contractor shall ensure and maintain an Academy of Nutrition and Dietetics (AND) accredited WIC Dietetic Internship (DI) program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Funding of project is contingent on meeting CDPH/WIC Division guidelines and ACEND performance outcome standards.

The Contractor shall evaluate the eligibility of WIC employees and provide guidance to improve qualifications for the internship. Qualified WIC employee applicants seeking Community Nutrition focus shall be given priority in the candidate selection process. Non-WIC employee

Exhibit A Scope of Work

applicants seeking Community Nutrition focus may be selected based on established WIC criteria for positions not filled by WIC employees.

The Contractor shall work with WIC dietetic interns and graduates to pass the mandatory registration examination for dietitians (RDN Exam) and meet ACEND performance standards.

The Contractor shall work with other internship directors, the CDPH/WIC Division's Dietetic Internship Coordinator, and state representatives to develop and implement strategies to sustain WIC DI programs, maintain the number of funded intern positions, increase the number of qualified and culturally diverse applicants that reflect the demographics and diversity of the community, develop and implement ongoing program evaluation and improvement at least once per quarter, address program challenges or barriers, and acknowledge program accomplishments.

The Contractor shall participate in outreach activities to ensure potentially qualified employees and their local agencies have the awareness, information, and resources needed to apply to the internships. At least one (1) annual outreach announcement to WIC local agencies statewide per calendar year shall be completed. Outreach shall aim to develop statewide partnerships and collaboration with local agencies, dietetic education programs, universities, and professional organizations to increase recruitment. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide (i.e., letter and/or WIC website).

The Contractor shall provide bi-annual status reports and information to the CDPH/WIC Division Dietetic Internship Coordinator including, but not limited to the following:

1. Any program changes including those requiring a substantive change request to ACEND.
2. ACEND communications regarding accreditation status and notifications.
3. Program outcomes or achievements.
4. Program costs and budget changes.
5. Intern RD exam pass rates and pass rate improvement plans.
6. Intern demographic, employment, and retention data.
7. Intern selection of WIC employees and non-WIC interns.

Dietetic internship funds are to be used for WIC employee/intern expenses including for direct intern expenses (tuition and fees), conferences, trainings, certifications, memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

Tuition and fees for WIC employees/interns with at least six (6) months of work experience prior to acceptance into the dietetic internship shall be waived. Tuition may be reassessed at the non- WIC rate for WIC employees/interns who have ended any required WIC employment during the internship at the Contractor's discretion.

Non-WIC employee/interns may be charged tuition at the Contractor's discretion. Tuition and fees are to be submitted to the CDPH/WIC Division Dietetic Internship Coordinator for review and approval prior to implementation. Itemized fees shall be submitted including direct intern expenses, approved conferences and trainings, required certifications and memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

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- n) State Committee Membership (only applies to the Contractors receiving funds for membership in one of the State Committees)

The Contractor shall ensure the staff member(s) accepted for membership on any of the CDPH/WIC State Committees will:

1. Participate in all scheduled committee meetings, whether in person or virtual.
2. Follow all CDPH/WIC Division written committee expectations specific to their assigned committee to include completing tasks as designated by CDPH/WIC Division staff between committee meetings.
3. Use committee funds only for committee work and travel (this may include personnel costs, travel, or training(s) related to committee work).

5) Professional Certifications

The Contractor shall ensure professional staff listed under “Staffing Standards” here within the Exhibit A, Scope of Work (SOW) and staff identified on Exhibit B, Attachment I, maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs’ profession, relevant memberships to professional organizations, and subscriptions to professional and technical periodicals.

6) Program Materials

The Contractor shall utilize approved CDPH/WIC Division administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. The Contractor shall request and receive approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant prior to purchasing, using, or developing other materials for the WIC Program.

7) Staff Training Requirements

- a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor’s staff has the knowledge and skills necessary to perform their duties.
- b) The Contractor shall provide all mandatory trainings in accordance with WPPM 190-00. Newly hired staff shall complete the mandatory training within three (3) months of employment, and subsequently, once every 12 months as required by position.
- c) The Contractor is responsible for assessing staff competency and ensuring training appropriate to the position and duties is received on an ongoing basis, including, but not limited to, Participant-Centered Education and nutrition and breastfeeding topics.
- d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; trainings at Regional Training Centers; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

8) Travel

The Contractor’s staff shall be allowed to travel to attend trainings and conferences, attend committee meetings, provide services at WIC Sites, and provide community outreach activities. The Contractor shall request prior approval from the CDPH/WIC Division Contract Manager and

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Nutrition Consultant for all Out of State Travel, training, and/or conferences not previously approved by the CDPH/WIC Division.

9) Data Collection

Data collection and all State Approved Platforms required by the CDPH/WIC Division shall be utilized to meet federal and state reporting requirements and address and minimize fraud opportunities.

- a) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, the NSP, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).
- b) The Contractor shall only utilize the data collection system(s) and/or WIC WISE provided by the CDPH/WIC Division.

10) Nutrition Services Plan

The Contractor shall complete, submit, and implement an annual NSP Work Plan and accompanying documents that are consistent with CDPH/WIC Division established NSP goals and objectives. The NSP will be reviewed and approved by the assigned Nutrition Consultant.

11) WIC Site Changes

- a) The Contractor shall remain open and continue providing WIC services at all of the approved WIC Sites, unless prior written approval to relocate or close a WIC Site has been provided by the CDPH/WIC Division.
- b) The Contractor may not provide WIC services at any location other than CDPH/WIC Division approved sites. The Contractor may not create temporary sites, and/or, certification/recertification, or education sites without prior written approval from the CDPH/WIC Division.
- c) The Contractor must receive written approval from the CDPH/WIC Division prior to entering into any contractual agreement for new, relocation, and/or closure of WIC Sites, in accordance with WPPM 1000-06. The Contractor shall submit a WIC Site Request packet to the CDPH/WIC Division Contract Manager and Nutrition Consultant for review and approval. WIC Site Request packets are to be submitted at least 45 days prior to the anticipated opening date for review.
- d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a WIC Site that is not approved by the CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.
- e) Based on unmet needs data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC Sites need to be opened to serve an unmet need in a specific service area. The CDPH/WIC Division will first work with the existing Contractors already providing services in the identified service area to ensure uninterrupted participant access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential Contractors to open additional WIC Sites based on CDPH/WIC Division service site location needs. If the CDPH/WIC Division determines that a WIC Site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the WIC Site, address participant access needs, and amend the contract accordingly.

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- f) If the opening or closing of WIC Sites initiated by the CDPH/WIC Division will result in a caseload increase or decrease, appropriate funding changes may be made through a formal contract amendment.

12) Time Reporting Requirement

The Contractor shall make available all WIC time studies upon request of the CDPH/WIC Division.

- a) The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week per month, or one (1) month per quarter. All staff providing WIC services, who are paid with WIC funds, are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories:

1. General Administration
2. Client Services
3. Nutrition Education
4. Breastfeeding

- b) The time studies shall be reported in accordance with Section 13 below as part of the RAE process.

- c) Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports, or modified continuous time reports, for all staff performing FMNP related duties as outlined in Exhibit A, Attachment I, Task 8. Under modified continuous time reporting, a local agency may allocate the cost of all compensation for FMNP issuance time and effort on a reasonable basis, such as the ratio of total FMNP benefits issued to total benefits issued under both WIC and FMNP.

- d) Continuous Time Reporting - Breastfeeding Peer Counseling Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded positions performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 9.

13) Report of Actual Expenditures Requirement

- a) The Contractor shall submit a completed copy of the Report of Actual Expenditures (RAE) packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division.
- b) The RAE Worksheet shall be signed by the Contractor's preparer of the RAE packet, and the Agency Director or authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the RAE packet.
- c) The RAE packet shall not be submitted until the final invoice for the FFY has been approved and all obligations have been liquidated. The Contractor shall refer to the Exhibit B, Budget Detail and Payment Provisions, Provision 9.H.1 and 9.H.2 for more details.

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- d) The RAE Worksheet shall be clearly marked "All Obligations Liquidated", indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding for the corresponding FFY.
- e) The Contractor shall submit the following with the RAE packet:
 - 1. The Expenditure Worksheet
 - 2. The NSA Operating Expenses Worksheet
 - 3. The Agency Time Sheet Summary
 - 4. The RAE Worksheet (signed)
- f) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days from the termination date.

14) Nutrition Education Minimum Expenditure “Open in desktop app”

- a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth ($\frac{1}{6}$) approximately eighteen percent (18%) of the Contractor’s NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth ($\frac{1}{6}$) approximately eighteen percent (18%) minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2.

15) Breastfeeding Promotion and Support Minimum Expenditure

- a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA’s minimum expenditure requirements published each year. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.

16) Subcontract Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding \$5,000 in accordance with requirements specified in Exhibit D, Provision 3.
- b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

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17) Procurement Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any purchase exceeding \$5,000 in accordance with requirements specified in Exhibit D, Provision 1.
- b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

18) Inventory and Management of State Property Requirements

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventorying, and proper disposal of all equipment (including technology equipment and software) and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D, Provision 2, and WPPM 1000-10, Inventory and Management of State Property.

19) Motor Vehicles and Vehicle Maintenance

- a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed under "Travel" here within the Exhibit A, SOW, and also for transportation of supplies needed for WIC Program operations.
- b) The Contractor shall follow the requirements detailed in Exhibit D, Provision 2.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows:
 - 1. Legal Owner is the California Department of Public Health
 - 2. Registered Owner is the Contractor's Legal Name
- c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Provision 2.
- d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.
- e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance exceeding \$5,000. The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

20) Information Technology and System Support Services

- a) The Contractor shall identify and maintain a current Information Technology Point of Contact (IT POC) that shall communicate with the CDPH/WIC Division and CDPH/ITSD on technology- related implementation and support initiatives. The Contractor shall provide the phone number(s) and email(s) for which the IT POC can be reached. The Contractor shall promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant whenever there is a change in the IT POC.

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- b) Where delegated system administration functions and responsibilities apply, the Contractor shall designate a WIC Local Agency User Account Maintenance role to a minimum of two (2) staff who shall on a monthly basis, monitor, review, create, and maintain correct access rights to WIC WISE for their WIC local agency staff. The scope shall include terminating or updating system access rights for staff according to their roles and responsibilities or employment status. If the Contractor does not have staff already designated to this role, the Contractor must promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant. Refer to WPPM 140- 20 for more information.
- c) The Contractor shall ensure that all users have read and signed the CDPH/WIC Employee Security Affidavit agreement form and have submitted a copy to the CDPH/WIC Division as required per WPPM 140-20.
- d) The Contractor IT POC shall actively participate in State planned WIC technology user workgroups.
- e) The Contractor shall obtain local information technology support services and infrastructure to maintain an appropriate network.
- f) The Contractor is responsible for the implementation and ongoing support of its Wide Area Network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, virtual and physical hardware and software compliance standards, protection of electronic data, security compliance best practices, and maintenance and operations on the local side of the network.
- g) The Contractor shall have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).
- h) The Contractor shall obtain local information technology personnel support services and infrastructure to fulfill the following responsibilities:
 - 1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment.
 - 2. Allow workstations and other WIC devices to communicate through an Access Control List (ACL) via TCP/IP through the California Department of Technology (CDT), California Government Enterprise Network (CGEN) router to access WIC resources on the WAN.
 - 3. Allow EBT related peripheral devices such as magnetic card readers, signature pads, pin pads, scanners, and other WIC devices to be able to receive TCP/IP communication through the CGEN router and the WAN.
 - 4. Allow video conferencing equipment to be able to communicate with the CDPH/WIC Division central video conferencing systems within the CDPH/WIC Division network.
- i) The Contractor shall support implementation and maintenance of WIC technology activities:
 - 1. Implement infrastructure and devices needed to perform WIC Program business in accordance with the CDPH/WIC Division/State of California Information Technology minimum hardware standards, located on the CDPH/WIC Local Agency SharePoint Site (LASS) [<https://partners.cdph.ca.gov/sites/LASS/>].

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2. Maintain workstations, EBT related peripheral devices, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.
 3. Ensure that the acquired technology hardware and software meets the minimum specification requirements and standards for computers, peripheral devices, browsers, software tools, etc.
- j) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:
1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed.
 2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or within the State network.
- k) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:
1. Install, maintain, and configure the operation systems, device drivers, and applications software used by staff for performing WIC Program operations.
 2. If software or hardware is not performing as expected, contact the WIC WISE Service Desk for resolution.
- l) The Contractor shall ensure proper security of local network systems and WIC data:
1. Ensure that the devices in the WIC local agency's network are protected from hackers, viruses, and other security threats through the use of virus protection software, appropriate hardware, restrictions of TCP/IP communications, or any other tool that may be needed to protect WIC Program devices on the network.
 2. When data traverses' wireless networks and/or the Internet, communications shall be protected with a minimum of 256-bit encryption through an encryption network.
 3. The Contractor is responsible to investigate and respond to, and upon request by CDPH, report to WIC, ITSD, and WIC WISE Service Desk any known or potential software, system, or network security risk vulnerabilities that may impact (or potentially adversely affect) any of the WIC systems accessed on the agency's network; additionally, report on any security risk response and remediation efforts with the identified name and version of each vulnerable software or system, before and after each security risk issue resolution/mitigation.
- m) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.
- n) The Contractor shall be in compliance with the WIC WISE requirement as detailed in the WPPM.

21) Implementation of Technology Projects

The CDPH/WIC Division will periodically implement technology projects or systems such as electronic inventory, auto dialer, video conferencing, updating WIC WISE, and ongoing

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maintenance of State Approved Platforms. The Contractor shall actively support the implementation of state information technology projects by following the instructions and adhering to the timelines provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided.

22) Emergency and Disaster Planning

- a) If the Contractor experiences an emergency situation or incident, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate State and local agencies, local assistance centers, and community response teams to certify applicants and to ensure WIC services are delivered to eligible participants.
- b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

23) Regional Training Centers (only applies to the Contractor receiving funds for this project)

- a) The Contractor shall provide a Regional Training Center (RTC) for use by WIC local agency trainers and CDPH/WIC Division trainers to conduct trainings, including but not limited to, breastfeeding training, BFPC training, PCE training, WIC WISE training, LVL training, vendor training, and various WIC local agency trainings provided to WIC local agency staff and authorized WIC vendors.
- b) The Contractor shall maintain a training room facility with access to restrooms, drinking water, and parking; site logistics including tables, chairs, and appropriate equipment including facilitator laptop/computer (monitor, keyboard, mouse, and cables as needed), projector and spare bulb, screen, computer speakers or sound system, wireless microphone, flip chart paper and easel, use of a copier, general training/office supplies (sticky notes, markers, pens, etc.), storage cabinet; and internet access necessary for trainings.
- c) The Contractor shall identify WIC local agency clerical support for scheduling, ordering supplies, access to training room(s), providing site specific instructions, and receiving/storing shipped training materials for up to two (2) weeks prior to training.
- d) The Contractors receiving funds for the RTC shall also provide required equipment including connectivity to WIC WISE (Wi-Fi); 12-20 dedicated laptops/computers and monitors; peripheral devices including a signature pad, PIN pad, scanner, and a magnetic card reader that meets WIC WISE recommended specifications; surge protector power strips; and locked storage for laptops.
- e) The Contractors shall provide IT staff or services to be available for IT assistance one (1) day prior to and on training days.

24) Translation Review Services – Education Materials (only applies to the Contractor receiving funds for this project)

The Contractor shall designate one (1) or more staff to review translation of CDPH/WIC Division developed education materials for accuracy and literacy level. Requests to the Contractor will include timeframes with specific delivery dates expected for completion of the translation services.

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25) Breastfeeding Peer Counselor Database (PCDB) – (only applies to the contract with Public Health Foundation Enterprises, Inc.)

The following only applies to PHFE, which is the WIC local agency that hosts the web-based Breastfeeding Peer Counselor Database (PCDB). PHFE is responsible for maintaining the PCDB for California WIC local agencies authorized to use the system. Maintenance of the system does not include additional program development or functionality.

- a) Responsibilities of PHFE includes, but are not limited to:
1. Ensuring users complete and submit a PHFE-WIC Peer Counselor Database Employee Security Affidavit form before a PCDB user account is established.
 2. Ensuring local agencies can access their own agency reports and documentation.
 3. Maintaining a secure, interactive automated educational text messaging function.
 4. Providing “User Training” to agencies that use the PCDB and text messaging function, and answering daily questions sent to the PCDB support inbox.
 5. Assisting the CDPH/WIC Division with PCDB data extraction and conversion activities related to the transfer of historical PCDB data to WIC WISE.
- b) PHFE is bound to the following requirements, terms, and conditions, concerning the PCDB, as stated in the WIC local agency contract:
1. Information Privacy and Security Requirements, as specified in Exhibit G, Section XI, which includes reporting any incidents involving unauthorized use of this data file to the CDPH Program Contract Manager, CDPH Privacy Officer, and CDPH Chief Information Security Officer (and CDPH IT Service Desk).
 2. Special Terms and Conditions pertaining to Confidentiality of Information, as specified in Exhibit D, Provision 8.
- c) PHFE may export its own agency data out of the PCDB for additional analytical purposes, such as program evaluation. If PHFE WIC data from the PCDB is used for research studies, PHFE will adhere to the research request and approval process outlined in the contract between the CDPH/WIC Division and PHFE. At no time will PHFE use data from any other WIC local agency for additional research or analytical purposes.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 1: Nutrition Assessment and Certification:

Objective: The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide Woman, Infants and Children (WIC) Program benefits.

Activities to Support the Objective

Activity 1: Assess that applicants meet eligibility criteria:

1. Categorical;
2. Residential;
3. Financial; and
4. Nutritional risk.

If applicants meet these four criteria, certify eligible applicants and document ineligible.

Activity 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information for each applicant.

Activity 3: Conduct required screenings, provide and document social service and health referrals, as appropriate.

Activity 4: Accurately prescribe food benefits based on category, preferences and individual nutritional need. Activity 5:

Document a Care Plan in WIC WISE.

Activity 6: Maintain and adhere to procedures for fraud prevention including Separation of Duties (SOD).

Deliverables

- A. Eligible applicants/participants are certified and provided appropriate WIC benefits.
- B. Nutrition assessments, including required screenings, are completed on all eligible WIC applicants/participants.
- C. Food benefits are prescribed accurately to all WIC applicants/participants.
- D. Appropriate referrals are provided to all WIC applicants/participants.
- E. All information on certified participants is accurately documented in WIC WISE. Each participant shall have an appropriately documented Care Plan, which includes a goal at each certification and recertification.
- F. Ineligible applicants are provided appropriate forms to notify them of ineligibility and referrals if needed.
- G. Appropriate SOD procedures are implemented during certifications and recertifications.

**Exhibit A, Attachment I
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Services to be Performed**

Task 2: Nutrition Education:

Objective: The Contractor shall, on an ongoing basis, provide Participant-Centered nutrition education to all WIC participants.

Activities to Support the Objective

Activity 1: Provide and document appropriate, evidenced-based, Participant-Centered Education (PCE) that is based on nutritional risks identified as part of the nutrition assessment and/or participant concerns.

Nutrition education contacts should be evidence-based, interactive, and Participant-Centered.

Activity 2: Offer and document the minimum number of required nutrition education contacts per the participant's category and certification period.

Activity 3: Provide high-risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high-risk criteria based on the participant's nutrition assessment.

Activity 4: Utilize the CDPH/WIC Division materials, both printed and electronic, to ensure that consistent, evidence-based nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, Scope of Work (SOW), Provision 8.6.

Deliverables

A. Participants are provided initial and secondary nutrition education based on their Care Plan, their participant category, their interests/concerns, and any subsequent assessments.

B. Document all participant nutrition education contacts in the WIC WISE.

C. Refer to Exhibit A, SOW, Provision 8.14.

**Exhibit A, Attachment I
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Services to be Performed**

Task 3: Food Benefits and Issuance:

Objective: The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using WIC WISE.

Activities to Support the Objective
<p>Activity 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors.</p> <p>Activity 2: Maintain and adhere to procedures for ensuring food benefits security, including safe and secure transportation, receiving, handling, and storage of all card stock, food benefits, peripheral devices, laptops and portable printers, and if applicable, Farmers' Market Nutrition Program (FMNP) booklets.</p>
Deliverables
<p>A. Food benefits are accurately issued.</p> <p>B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities.</p> <p>C. The handling procedures for card stock, food benefits, peripheral devices, laptops and portable printers and if applicable, FMNP booklets, meet program security standards.</p>

**Exhibit A, Attachment I
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Services to be Performed**

Task 4: Breastfeeding Promotion and Support:

Objective: The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

Activities to Support the Objective

Activity 1: The Contractor shall promote breastfeeding to all pregnant and postpartum participants unless medically contraindicated.

Activity 2: Offer and document evidenced-based, participant-centered breastfeeding education that enables participants to make an informed decision regarding infant feeding and supports them to meet their breastfeeding goals.

Activity 3: Refer participants to a qualified staff member when breastfeeding issues are beyond the scope of the staff member providing support, per the WIC Policy and Procedure Manual (WPPM). If applicable, refer participants to the Breastfeeding Peer Counseling (BFPC) Program, breastfeeding support group and/or breastfeeding services in the community.

Activity 4: Make breast pumps and kits available to postpartum participants.

Deliverables

- A. Participants are provided accurate breastfeeding information.
- B. Document all participants' breastfeeding education provided in WIC WISE.
- C. Appropriately refer participants for additional breastfeeding support and assessment to address participants' concerns and to help meet the participants' breastfeeding goals.
- D. Document breast pump issuance and the reasons for issuance in WIC WISE.
- E. Maintain an accurate inventory of breast pumps.
- F. Maintain all breast pumps in a clean and working condition.

**Exhibit A, Attachment I
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Task 5: Outreach:

Objective: The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

Activities to Support the Objective
<p>Activity 1: Provide WIC Program information to and coordinate with health and social services organizations to encourage referrals to the WIC Program.</p> <p>Activity 2: Designate an Outreach Coordinator and annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and WIC local agency contact information.</p>
Deliverables
<p>A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations.</p> <p>B. Conduct ongoing outreach activities and the approved Annual Public Outreach Announcement (APOA). Keep documentation of how and where the APOA was conducted. Refer to Exhibit A, SOW, Provision 8.6.</p>

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 6: WIC Vendor Technical Assistance and Support:

Objective: The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide Technical Assistance (TA) to WIC authorized vendors.

Activities to Support the Objective

Activity 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training(s) to WIC local agency staff on the two Code of Conduct trainings: Conflict-of-Interest and Confidentiality.

Activity 2: Conduct and document site visits three times per Federal Fiscal Year (FFY), serving as a resource to existing WIC authorized vendors both during the site visit and upon request in between visits. The site visits may include, but are not limited to, TA visits.

Activity 3: Attend CDPH/WIC Division conducted LVL training(s) as directed.

Activity 4: Attend a CDPH/WIC Division conducted vendor training at least once within the period of the contract.

Deliverables

- A. Assist the Contractor's Training Coordinator to ensure that both the Conflict-of-Interest and Confidentiality trainings are delivered to the Contractor's WIC local agency staff at least once per calendar year.
- B. Assist the Contractor's WIC Director or designee to ensure the Contractor's WIC local agency staff review and sign the Conflict-of-Interest statement.
- C. Meet a minimum 90 percent performance standard of vendor on-site visits completed for each assigned vendor three times during the FFY, which begins October 1.
- D. Document results of every WIC authorized vendor on-site visit using the CDPH/WIC Division LVL reporting process.
- E. Provide WIC Program information and referrals to vendors upon request.
- F. Conduct On-site Preauthorization Visits (OPV) on an as-needed basis.
- G. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 7: Staff Training:

Objective: The Contractor shall provide training(s) to develop skills and abilities for WIC employees to provide WIC Program services.

Activities to Support the Objective

Activity 1: Staff Training Coordinator will develop a Staff Training Plan annually to ensure that all WIC Policies, Nutrition Services Plan (NSP) goals and objectives, and WIC Information Notice (WIN) training requirements are completed.

Activity 2: Staff Training Coordinator will ensure that trainings are completed within designated timeframes. Activity 3: Staff Training Coordinator will ensure that completed staff trainings are documented.

Deliverables

- A. Staff Training Plan will include a proposed training schedule, method, and trainer(s). The Training Plan must describe how make-up training(s) will take place for staff that missed scheduled training(s). Staff Training Plan training(s) must be based on a topics identified by a needs assessment.
- B. Training documentation will include, at a minimum, date(s) of training, location(s), subject matter and training completion records.
- C. Training related sections of the annual NSP, as applicable.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 8: Farmers' Market Nutrition Program (only applies to the Contractors receiving funds for this project):

Objective: The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using WIC WISE; provide nutrition education on the benefits of fruits and vegetables to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance as needed.

Activities to Support the Objective

Activity 1: Issue WIC FMNP food benefits via a FMNP booklet, to eligible participants based on established distribution protocol.

Activity 2: Provide nutrition education that discusses the benefits of fruits and vegetables to FMNP food benefit recipients and document in WIC WISE.

Activity 3: Provide instructions and information to FMNP recipients on the proper use of the FMNP booklet and locations where it may be used.

Activity 4: Designate an FMNP Local Agency Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.

Activity 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

Activity 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of FMNP booklets assigned to the WIC local agency by the CDPH/WIC Division.

Deliverables

A. Prior to season start up, the Contractor shall submit an FMNP Season Start-Up Package that includes the following components:

1. Name and contact information of the WIC local agency's FMNP Local Agency Coordinator;
2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients;
3. Instructional guidance for FMNP recipients on how to use the FMNP booklets;
4. Plan for providing an in-service training to WIC local agency staff on FMNP procedures;
5. A printed list or explanation of the method(s) used to inform FMNP recipients where to use FMNP booklets; and
6. Activities planned, if any, with local farmers' markets and market associations to promote program benefits and participation.

B. The Contractor shall document nutrition education contacts in WIC WISE for all FMNP benefit recipients.

C. The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.

D. The Contractor shall submit by December 31 each year, a completed FMNP Year End Report, reconciling the disposition (issued, lost, damaged, etc.) of all FMNP booklets assigned to the WIC local agency for distribution from May to September of the same calendar year.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 9: Breastfeeding Peer Counseling (BFPC) Program – (only applies to the Contractors receiving funds for this project):

Objective: The Contractor shall perform all the work required to administer and provide mother-to-mother breastfeeding support services to WIC mothers following United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) WIC Breastfeeding Model Components for Peer Counseling.

Activities to Support the Objective

Activity 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program.

Activity 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support.

Activity 3: Provide regular supervision and monitoring of peer counselors.

Deliverables

- A. A written process for referring participants who would most benefit from mother-to-mother breastfeeding support to the WIC BFPC Program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process.
- B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high-risk issues outside of their scope of practice to the International Board-Certified Lactation Consultant (IBCLC).
- C. All peer counselor and breastfeeding expert contacts, and all referrals to the WIC Designated Breastfeeding Expert, are documented in the Peer Counseling Database (PCDB) and/or WIC WISE.
- D. The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual-funded staff performing BFPC related duties.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 10: Regional Breastfeeding Liaison Program (only applies to the Contractors receiving funds for this project):

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotions defined by the agency's RBL Action Plan. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

Activities to Support the Objective

Activity 1: The RBL will serve as a WIC breastfeeding liaison, and breastfeeding subject matter expert, to promote WIC Program services, including WIC breastfeeding support services, within their community or region by establishing/fostering relationships with community stakeholders who reach WIC eligible participants and enhance continuity of care (e.g., community-based organizations, public health departments, health clinics, hospitals, businesses, Maternal, Child and Adolescent Health (MCAH) Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, etc.).

Activity 2: The RBL will work with healthcare providers, hospitals, employers, and community partners within their region to improve their understanding of breastfeeding, WIC's role as a breastfeeding resource, and to increase referrals to the WIC Program.

Deliverables

- A. The Contractor shall develop a RBL Plan-of-Action using the CDPH/WIC Division's RBL Action Plan template.
- B. The Contractor shall adhere to all expenditure monitoring procedures and reporting as required by the CDPH/WIC RBL Program staff.
- C. The RBL shall provide activity updates to the WIC Director(s) at the contracting agency each quarter or as required by the CDPH/WIC Division.
- D. The RBL shall participate in meetings, webinars, and conference calls required by the CDPH/WIC Division. As funding allows, attend approved conferences, including the California Breastfeeding Summit and California WIC Association (CWA) conferences.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the CDPH/WIC Division for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH/WIC Division agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item Shift amounts specified in Attachment I, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted electronically bi-weekly, monthly, or quarterly, not more frequently than bi-weekly in arrears to the assigned CDPH/WIC Division Contract Manager listed in Exhibit A, Scope of Work, Provision 4.
- D. The CDPH/WIC Division, at its discretion, may designate an alternate invoice submission process. A change in the invoice process shall be accomplished via a written notice to the Contractor by the CDPH/WIC Division and shall not require an amendment to this agreement.
- E. Invoices shall:
 - 1) Be prepared on the Invoice Workbook provided by the CDPH/WIC Division and accompany any/all required fiscal documentation.
 - 2) Invoices must be submitted to the CDPH/WIC Division electronically only. Hard copies are not required.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the CDPH/WIC Division.
- F. Amounts Payable
The amounts payable under this Agreement shall not exceed:
\$ 1,000,317.00 for the budget period of 10/01/2022 through 09/30/2025.

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, the CDPH/WIC Division shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDPH/WIC Division shall have the option to either cancel this Agreement with no liability occurring to the CDPH/WIC Division or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

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. Timely Submission of Final Invoice

- A. Final undisputed invoice(s) shall be submitted for payment no more than 45 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed upon in writing by the CDPH/WIC Division. Said invoice(s) should be clearly marked "Final Invoice", indicating that all payment obligations of the CDPH/WIC Division under this Agreement have ceased and that no further payments are due or outstanding. The CDPH/WIC Division may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval from the CDPH/WIC Division of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the CDPH/WIC Division, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit H)**" at the end of the Contract Term.

5. Allowable Line-Item Shifts

- A. Subject to the prior review and approval of the CDPH/WIC Division, line-item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.
- B. The one hundred thousand (\$100,000) maximum limit shall be assessed annually and automatically adjusted by the CDPH/WIC Division in accordance with cost-of-living indexes. Said adjustments shall not require a formal Agreement Amendment. The CDPH/WIC Division shall annually inform the Contractor in writing of the adjusted maximum.
- C. Line-item shifts meeting these criteria shall not require a formal Agreement Amendment.
- D. The Contractor shall adhere to CDPH/WIC Division requirements regarding the process requesting approval to line-item shifts.
- E. Line-item shifts may be proposed/requested by either the CDPH/WIC Division or the Contractor.

6. Expense Allowability/Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the CDPH/WIC Division, shall not be deemed evidence of allowable agreement costs.
- B. The Contractor shall maintain for review and audit, and supply to the CDPH/WIC Division upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the CDPH/WIC Division because the invoice detail, fiscal records, or back-up documentation is non-existent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the CDPH/WIC Division. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B
Budget Detail and Payment Provisions

7. Recovery of Overpayments

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

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR). 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. No travel outside the state of California shall be reimbursed without prior written authorization from the CDPH/WIC Division. See CalHR website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

9. Additional Invoicing Requirements

- A. The Contractor shall request reimbursement using an Invoice Workbook provided by the CDPH/WIC Division for allowable WIC Program costs incurred. Invoices submitted in any other form will not be accepted.
- B. The Contractor shall document its Nutrition Services Administration (NSA) operating expenses for each billing period on the NSA Operating Expenses Workbook provided by the CDPH/WIC Division.
- C. Invoices shall be signed by the Contractor's preparer of the invoice, and the Agency Director or its authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead, shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the invoice.

Exhibit B
Budget Detail and Payment Provisions

- D. The Contractor shall submit one (1) electronic invoice on a bi-weekly, monthly or quarterly basis. Once the frequency of submission is established, the frequency may not change unless an alternate period has been requested, and written approval is provided by the CDPH/WIC Division.
- E. Invoices shall be submitted for payment no more than 45 calendar days following the close of each billing period.
- F. The Contractor shall submit the following with each invoice packet:
- 1) The signed completed invoice
 - 2) The corresponding NSA Operating Expenses Worksheet
 - 3) The NSA Operating Expenses Master Summary Worksheet
- G. The CDPH/WIC Division reserves the right to deny, disallow, or claim-cut any charges for non-compliance on any outstanding invoice. If payment of an invoice is denied, the invoice packet will be returned to the Contractor, along with a Dispute Notification. The Contractor shall return the corrected invoice packet to the CDPH/WIC Division within five (5) business days. Upon receipt of a corrected invoice packet, the CDPH/WIC Division has 45 days from the date of receipt to review and process for payment.
- H. Year-End Requirements:
- 1) If applicable, the Contractor shall submit a complete and accurate list of Unliquidated Obligations (ULOs) following the end of each FFY of this Agreement by November 15th, using the ULO Worksheet provided by the CDPH/WIC Division. All obligations must be liquidated and request for reimbursement included on the final Year-End Supplemental Invoice.
 - 2) If applicable, the Contractor shall submit a final Year-End Supplemental Invoice no later than December 1st, following the end of each FFY of this Agreement. The CDPH/WIC Division may, at its discretion, choose not to honor requests for an extension to the deadline for the final Year- End Supplemental Invoice.
 - 3) Farmers' Market Nutrition Program (FMNP) Expenses: Contractors receiving FMNP funds are required to bill for FMNP expenses by the end of each FFY of this Agreement. Refer to the FMNP Allowable Costs: <https://www.fns.usda.gov/fmnp/wic-and-wic-fmnp-cost-allocation>.
 - 4) The Contractor shall submit a completed copy of the RAE packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division. The Contractor shall refer to the Exhibit A, Scope of Work, Provision 8.13 for more details on the RAE requirements.

**Exhibit B, Attachment I
Budget Detail
October 1, 2022 - September 30, 2025**

PERSONNEL	Exhibit A, SOW 8	Exhibit A, Attach I	Minimum Base Annual Salary	Maximum Base Annual Salary	Year 1 10/1/2022 - 9/30/2023		Year 2 10/1/2023 - 9/30/2024		Year 3 10/1/2024 - 9/30/2025		Total
					FTE	Budgeted Amount	FTE	Budgeted Amount	FTE	Budgeted Amount	
WIC Coordinator/Registered Dietician ②	1-22	1-7	80,646	94,354	0.50	42,465	0.75	68,221	0.75	70,413	181,099
WIC Nutrition Assistant ① ②	2,3,6-12,14,15,18-22	1-6	69,111	73,341	0.95	65,987	0.95	67,301	0.95	68,650	201,938
Public Health Director ②	12		140,077	156,083	0.05	7,198	0.05	7,614	0.05	7,766	22,578
Fiscal and Administrative Officer ②	12-13		94,804	100,919	0.05	5,041	0.05	5,347	0.05	5,519	15,907
											-
											-
Overtime ③											-
Salaries and Wages						120,691		148,483		152,348	421,522
Total FTE					1.55		1.80		1.80		
Fringe Benefits ④					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
					53.60000%	64,690	53.60000%	79,586	53.60000%	81,658	225,934
TOTAL PERSONNEL (paid by State WIC contract)						185,381		228,069		234,006	647,456
Total In-Kind for Personnel ⑫											-
OPERATING	Exhibit A, SOW 8	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
General Expenses ⑤	5-7,17-21,23	1-10				13,029		5,000		5,000	23,029
Travel ⑥	8	1-10				10,000		5,000		5,000	20,000
Training	4,5,7,17,21,23	1-10				6,000		1,000		1,000	8,000
Outreach/Media/Promotion	17	1-10				45,000		9,669		2,248	56,917
Facility Costs (see Exhibit B, Attach II for breakdown) ⑦	11,23	1-10				27,684		27,684		27,684	83,052
TOTAL OPERATING (paid by State WIC contract)						101,713		48,353		40,932	190,998
Total In-Kind for Operating ⑫											-
CAPITAL EXPENDITURES ⑧ (Unit Cost of \$5,000 or More)	Exhibit A, SOW 8	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
Equipment ⑨	6,17,18,20,21	1-10									-
Vehicles ⑩	8,17-19	1-10									-
TOTAL CAPITAL EXPENDITURES (paid by State WIC contract)						-		-		-	-
Total In-Kind for Capital Expenditures ⑫											-
OTHER COSTS ⑪	Exhibit A, SOW 8	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
											-
											-
											-
TOTAL OTHER COSTS (paid by State WIC contract)						-		-		-	-
Total In-Kind for Other Costs ⑫											-
INDIRECT					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
Total Personnel Costs					25.00000%	46,345	25.00000%	57,017	25.00000%	58,501	161,863
TOTAL INDIRECT (paid by State WIC contract)						46,345		57,017		58,501	161,863
Total In-Kind for Indirect ⑫						29,661		36,491		37,441	103,593
TOTAL BUDGET (paid by State WIC contract)						\$ 333,439		\$ 333,439		\$ 333,439	\$ 1,000,317
Total In-Kind for All Budget Line-Items ⑫						\$ 29,661		\$ 36,491		\$ 37,441	103,593

Contract Year:

Contract Amount:

Funding Changes:

Checks/Balances:

	Year 1	Year 2	Year 3
Contract Year:			
Contract Amount:	\$ 333,439	\$ 333,439	\$ 333,439
Funding Changes:	\$ -	\$ -	\$ -
Checks/Balances:	\$ -	\$ -	\$ -

*All costs will be reviewed by CDPH for approval

- ① Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.
- ② Additional Pay (i.e., Longevity, Retention, Differential, COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.
- ③ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.
- ④ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.
- ⑤ General Expenses - Includes minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.
- ⑥ Travel - All costs reimbursed shall be in accordance with CalHR rates.
- ⑦ Facility Costs - Includes rent, utilities, janitorial, security, and maintenance.
- ⑧ Capital Expenditures - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.
- ⑨ Equipment - Include telephone systems, information technology equipment, photocopy machines, etc.
- ⑩ Vehicles - Will be used for facility site visits, conferences, trainings, and outreach.
- ⑪ Other Costs - List the subcontractor's name and brief description of services provided.
- ⑫ In-Kind - Funds provided by the Parent Agency to cover WIC Program costs not included in the WIC Budget.

Exhibit B, Attachment II
Facility Costs
October 1, 2022 - September 30, 2025

Total Facility Costs:					Year 1 Total			Year 2 Total			Year 3 Total
\$ 83,052					\$ 27,684			\$ 27,684			\$ 27,684
Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic or Satellite Site, Admin, Training Center, Warehouse, Storage)	Total Square Footage	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	
1290 Tavern Road, Mammoth Lakes, CA 93546	Clinic Site; Admin	349	2,182	26,184	2,182	26,184	2,182	26,184	2,182	26,184	
37 Emigrant Street, Bridgeport, CA 93517	Satellite Site	800	125	1,500	125	1,500	125	1,500	125	1,500	
700 Champagne Ave, Coleville, CA 96107	Satellite Site	400	-	-	-	-	-	-	-	-	
442 Mule Deer Drive, Coleville, CA 96107	Satellite Site	400	-	-	-	-	-	-	-	-	
296 Mattly Avenue, Lee Vining, CA 93514	Satellite Site	400	-	-	-	-	-	-	-	-	
90 West Granite, June Lake, CA 93529	Satellite Site	400	-	-	-	-	-	-	-	-	

**Exhibit D
Special Terms and Conditions
(Rev 6/16)**

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software Contract Uniformity (Fringe Benefit Allowability)
3. Subcontract Requirements	13. Cancellation
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7. Prior Approval of Training Seminars, Workshops or Conferences	
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Exhibit D Special Terms and Conditions

1. Procurement Rules

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

a. Equipment definitions

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

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

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

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

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

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

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

Exhibit D Special Terms and Conditions

- (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 solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

Exhibit D Special Terms and Conditions

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state funds)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

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

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

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

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

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

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

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

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

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

g. Motor Vehicles

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

(1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

(3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

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- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

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- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

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and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

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

5. Site Inspection

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

6. Intellectual Property Rights

a. Ownership

- (1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPH shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

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

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- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or

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disseminated without prior written permission from the Department of Public Health.” 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. Third-Party Intellectual Property

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

e. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor’s performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor’s performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

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- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

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

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settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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

g. Survival

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

7. Prior Approval of Training Seminars, Workshops or Conferences

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

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

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written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

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

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

10. Dispute Resolution Process

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

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with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

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

12. Prohibited Use of State Funds for Software

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

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

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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 CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

Exhibit D
Special Terms and Conditions

- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

The following documents and any subsequent updates are not attached to this Agreement but are hereby incorporated and made a part of this Agreement by reference. These documents may be updated periodically by their respective authors, including the Federal Government, the California Legislature, or the California Department of Public Health Women, Infants and Children (CDPH/WIC) Division. The CDPH/WIC Division shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. The CDPH/WIC Division will maintain on file all documents referenced herein and any subsequent updates.

A. The following applicable Federal statutes and regulations:

- 1) WIC Program statutes contained in the United States Code (U.S.C.), Title 42, Chapter 13A, Section 1786 [<https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf>], and the regulations contained in the Title 7, Code of Federal Regulations (CFR), Part 246 as authorized in Section 17 of the Child Nutrition Act (CNA) of 1966 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246?toc=1>].
- 2) Farmers' Market Nutrition Program (FMNP) statutes contained in the U.S.C., Title 42, Chapter 13A, Section 1786 (m) [<https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf>], and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102- 314).
- 3) US Department of Agriculture (USDA), Food and Nutrition Services (FNS) memos and policy documents [<https://www.fns.usda.gov/wic/policy>].
- 4) Office of Management and Budget (OMB), Title 2, CFR, Subtitle A, Chapter II, Parts 200 and 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 400). Part 400 adopts and gives regulatory effect to the OMB guidance in part 200 for purposes of USDA grants and agreements [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> & <https://www.ecfr.gov/current/title-2/subtitle-B/chapter-IV/part-400>].

B. The following applicable State laws and regulations:

- 1) WIC Program State statutes contained in the California Health and Safety Code (HSC), Division 106, Part 2, Article 2, Sections 123275 – 123355 [https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=106.&title=&part=2.&chapter=1.&article=2], and WIC Program regulations contained in the California Code of Regulations (CCR), Title 22, Division 2, Subdivision 6, Chapter 6, Articles 1-12 [[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)&bhcp=1](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)&bhcp=1)].
- 2) FMNP State statutes contained in HSC, Division 106, Part 2, Article 2, Section 123279 [<https://law.justia.com/codes/california/2020/code-hsc/division-106/part-2/chapter-1/article-2/section-123279/>]; and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).
- 3) Lactation Accommodation law contained in the California Labor Code (LAB), Division 2, Part 3, Chapter 3.8, Sections 1030-1033 [<http://leginfo.legislature.ca.gov/faces/codes.xhtml>].

Exhibit E
Additional Provisions

- C. The following applicable CDPH/WIC Division administrative rules, policies, and procedures:
- 1) The WIC Policy and Procedure Manual (WPPM) located on the CDPH/WIC Local Agency SharePoint Site under Policy [<https://partners.cdph.ca.gov/sites/LASS/>]. All updates issued as of the effective date of this Agreement, and any subsequent updates. This manual will be updated periodically by the CDPH/WIC Division, as required by program and/or Federal directives.
 - 2) Any written directive(s) and/or instruction(s) issued by the CDPH/WIC Division to the Contractor (e.g., a revision to the WPPM which may be conveyed via a WIC Information Notice and/or a WIC Director Call and its minutes).
 - 3) The Graphic Standards Manual (GSM) for the WIC Program, located on the CDPH/WIC Local Agency SharePoint Site under Outreach [<https://partners.cdph.ca.gov/sites/LASS/>]. The GSM contains information about the rules and formatting for reproducing the WIC logo and tagline.
 - 4) All documents submitted with the completed Contract Application.

2. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term - Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal - The Contractor shall provide to the CDPH within five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles - The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause - Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements - Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.
- 8) Use of Subcontractors - In the case of the Contractor's utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of the Contractor.

Exhibit E
Additional Provisions

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) **Commercial General Liability** - The Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) **Automobile Liability (when required)** - The Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non- owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) **Worker's Compensation and Employer's Liability (when required)** - The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) **Professional Liability (when required)** - The Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) **Environmental/Pollution Liability (when required)** - The Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) **Aircraft Liability (when required)** - The Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E
Additional Provisions

3. Avoidance of Conflicts of Interest by the Contractor

- A. The CDPH/WIC Division intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, the CDPH/WIC Division reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to the CDPH/WIC Division review and prior approval. The CDPH/WIC Division's policy for conflicts of interest, with which the Contractor must comply, is specified in WPPM 150-10.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If the CDPH/WIC Division is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the CDPH/WIC Division to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the CDPH/WIC Division and cannot be resolved to the satisfaction of the CDPH/WIC Division, the conflict will be grounds for terminating the contract. The CDPH/WIC Division may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.
- D. Any costs (including legal costs) incurred as a result of a conflict of interest determined by the court or by the State shall be the responsibility of the Contractor.

4. Civil Rights Assurance

- A. The Contractor hereby agrees that all applicants and participants shall be served equally, and shall not be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the WIC Program based on race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity.
- B. The Contractor must take all measures necessary to comply with the following laws, regulations, and directives: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Titles II and III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 and implemented by Department of Justice regulations at 28 Code of Federal Regulations parts 35 and 36; Executive Order 13166; all provisions required by USDA's implementing regulations in 7 Code of Federal Regulations part 15 et seq; the California Fair Employment and Housing Act; 7 Code of Federal Regulations part 246.8; all FNS directives, policy memoranda, and guidelines regarding civil rights and nondiscrimination; and the WPPM 510-10.

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- C. The Contractor must notify applicants and participants that:
- 1) Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits.
 - 2) Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.
 - 3) Program information may be made available in languages other than English.
- D. The Contractor must notify applicants and participants of how to file a complaint of discrimination. To file a discrimination complaint, the applicant or participant should complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, the applicant or participant should call (866) 632-9992. Completed forms or letters should be submitted to USDA by:
- 1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410
 - 2) Fax: (202) 690-7442
 - 3) Email: program.intake@usda.gov
- E. By signing this Agreement, the Contractor accepts this Civil Rights Assurance and agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of non-discrimination laws, regulations, policies, instructions, and guidelines. During hours of program operation, the Contractor agrees to permit authorized USDA personnel to review such records, books, and accounts as needed to ascertain compliance.
- F. If there are any violations of this assurance, USDA has the right to seek enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any financial assistance from USDA. The person or persons whose signatures appear on the face of this Agreement are authorized to bind the Contractor to the terms of the Agreement, including this assurance.

5. Independent Research

- A. The Contractor shall submit a request for and receive written approval from the CDPH/WIC Division prior to conducting independent research or collaborating with an outside party, including a university or research institution, to conduct independent research collecting or using data from the CDPH/WIC Division (including WIC WISE and WRAD), WIC staff or participants. Independent Research includes research as well as the drafting or creation of articles, reports, and/or materials that are not necessary for the performance of the Agreement. Independent research is produced by the Contractor, subcontractor and/or outside entity using data from WIC that has been obtained directly from WIC participants, WIC staff, and/or WIC vendors through a variety of means including but not limited to surveys, focus groups, and interviews or indirectly using the CDPH/WIC Division authorized management information system, regardless of the funding source.
- B. The Contractor's research request must be approved in writing by the CDPH/WIC Division and all presentations and publications based on that research must be reviewed by the CDPH/WIC Division prior to publication, presentation, or distribution.

Exhibit E
Additional Provisions

- C. Paragraphs A. and B. of this provision address research studies conducted independently of the CDPH/WIC Division, and not potential research projects solicited and administered by the CDPH/WIC Division.
- D. The Contractor agrees that if WIC funds are used to perform the research, then the CDPH/WIC Division is the sole owner of the data that on which the research is based. All publications and presentations that are developed using the results from this research must be approved by the CDPH/WIC Division prior to the publication and/or presentation of those results. Refer to Exhibit D, Provision 6 for information regarding Intellectual Property Rights.
- E. The Contractor shall be responsible for ensuring that any independent research or collaboration comply with the confidentiality provisions and requirements set forth in federal regulations (7 CFR, Part 246.26) and Exhibit G of this Agreement.

6. Special Projects

A. Contractor Requirements

- 1) Prior to initiating a special project, the Contractor must submit a written request for approval, as described in Provision 6.B., to the assigned Nutrition Consultant.
- 2) The Contractor shall not use WIC funds for, or incur WIC Program costs related to, a special project unless and until the Contractor receives written approval for the special project from the CDPH/WIC Division.
- 3) If the Contractor or its subcontractor(s) are currently administering a special project that has not been approved in writing by the CDPH/WIC Division, the Contractor must immediately submit a written request for approval, as described in Provision 6.B. The CDPH/WIC Division reserves the right, in its sole discretion, to require the Contractor or its subcontractor(s) to cease any and all actions or activities associated with a special project if the Contractor initiated the special project prior to receiving written approval from the CDPH/WIC Division, as described within this provision.
- 4) If there is any uncertainty on the part of the Contractor as to whether an activity, program, initiative, or task involving WIC funds, staff, participants, or applicants is a special project, the Contractor must immediately contact the assigned Nutrition Consultant for such a determination prior to beginning or continuing the activity, program, initiative, or task.
- 5) The Contractor shall be liable for any WIC funds or WIC Program costs associated with a special project that was not approved in writing by the CDPH/WIC Division, as described in this provision.

B. Written Requests for Approval

- 1) When seeking approval for a special project, the Contractor's written request must include:
 - a. A project proposal briefly describing the special project, including the proposed purpose, scope, duration, and estimated cost; and
 - b. If applicable, the associated Request for Proposals (RFP); and
 - c. If applicable, any drafts of instructions, agreements, or public-facing communications or materials associated with the special project.

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Additional Provisions

- 2) The written request may also include other materials that are relevant to the special project, as determined by the Contractor.
- 3) The CDPH/WIC Division may require that the Contractor provide additional documentation as needed to process the request.
- 4) The CDPH/WIC Division shall issue its decision as to whether to approve the Contractor's request in writing. Any oral communications about a special project between the parties or their staff shall not be binding and shall not constitute approval of a special project.

C. Written Materials Related to Special Projects

The Contractor must provide all written documents, reports, presentations, and publications based on, related to, or arising from a special project to the assigned Nutrition Consultant for review and approval prior to sharing, disseminating, or distributing such materials to any persons or entities other than the parties to this Agreement.

D. Allowable Program Costs

The Contractor agrees that any WIC funds expended for purposes of a special project must be for costs that are allowable pursuant to 7 CFR, Part 246.14 (and the authorities cited therein), any guidance or directives from USDA, the WPPM 1000-05 and the Allowable Cost Table, located on the CDPH/WIC Local Agency SharePoint Site under Contract Administration/Resources [<https://partners.cdph.ca.gov/sites/LASS>].

E. WIC Confidentiality

The Contractor shall be responsible for ensuring that any special projects, including community collaborations, comply with the confidentiality provisions and requirements set forth in federal regulations (7 CFR, Part 246.26) and Exhibit G of this Agreement.

Federal Terms and Conditions

(For federally funded Cooperative 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 "Contractor" and "Subcontractor" shall also mean, "agreement", "contract", "contract agreement", "Contractor" and "Subcontractor" respectively.

The terms "California Department of Public Health" and "CDPH" shall 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.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. 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. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

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

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, (proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

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

5. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next

tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

6. Additional Restrictions

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC
HEALTH

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of Contractor

Printed Name of Person Signing for Contractor

Contract Number

Signature of Person Signing for Contractor

Date

Title

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

Department of Public Health

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

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

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
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 G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements the Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to the Contractor, or collected, created, maintained, stored, transmitted or used by the Contractor for or on **behalf** of the California Department of Public Health (hereinafter “CDPH”), pursuant to the Contractor’s agreement with CDPH. (Such personal and confidential information is referred to herein collectively as “CDPH PCI”.)

CDPH administers the California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) pursuant to a grant from the United States Department of Agriculture (USDA), pursuant to the Child Nutrition Act of 1966, title 42 of the United States Code (U.S.C.), Section 1786 (Public law 89-645, Section 17), as amended, and in accordance with governing administration of grants (2 CFR part 200, subparts A through F and USDA implementing regulations 2 CFR part 400 and part 415); governing non-procurement debarment/suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension and USDA implementing regulations 2 CFR part 417); governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418); and governing the drug-free workplace requirements (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace); FNS guidelines; and, instructions issued under the FNS Directives Management System.

CDPH and the Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between the Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements the Contractor is obligated to follow with respect to CDPH PCI disclosed to the Contractor, or collected, created, maintained, stored, transmitted or used by the Contractor for or on behalf of CDPH, pursuant to the Contractor’s agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between the Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

“Breach” means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
2. unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the Contractor. Good faith acquisition of personal information by an employee or agent of the Contractor for the purposes of the

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Information Privacy and Security Requirements
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Contractor is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

- B. Confidential Information: “Confidential information” means:
1. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i);
 2. information that does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 3. information that is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.
- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i); or
 3. any information about a vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status; or
 4. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between the Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with the Contractor’s system operations in an information technology system, that negatively impacts

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Information Privacy and Security Requirements
(For CDPH WIC Contracts)

the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by State or Federal law. The Contractor shall limit access to CDPH PCI to only those employees, agents, and subcontractors CDPH WIC has determined have a need to know the CDPH PCI in order to perform the Contractor’s obligations under its agreement with CDPH WIC. Disclosure of CDPH PCI to any other party or individual including the Contractor’s employees, agents, and subcontractors, is unauthorized.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor’s obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under the Contractor’s control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. The Contractor shall provide CDPH with the Contractor’s current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of the Contractor’s obligations under the Contractor’s agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
 - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

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(For CDPH WIC Contracts)

- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. The Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: The Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under the Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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(For CDPH WIC Contracts)

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by the Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. The Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

The Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, the Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether the Contractor is considered only a custodian and/or non-owner of the CDPH PCI, the Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether the Contractor is considered only a custodian and/or non-owner of the CDPH PCI, The Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). The Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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Information Privacy and Security Requirements
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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer	CDPH OLS Contact for Third Party Information Requests
See Scope of Work for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016	Assistant Chief Counsel, Public Health Programs Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Telephone: (916) 558-1710

XII. Documentation of Disclosures for Requests for Accounting: The Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH OLS all requests for disclosure of any CDPH PCI requested by third parties to the agreement between the Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual’s personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

The Contractor and its employees, agents, or subcontractors shall transmit in writing to CDPH Office of Legal Services all requests for disclosure of CDPH PCI from parties other than CDPH WIC within one business day.

Subpoena, search warrant, or other litigation involved requests: **In the event that a subpoena, search warrant, or other litigation involved request for CDPH PCI is received by the Contractor, the Contractor shall immediately notify the CDPH Office of Legal Services contact by telephone call** in order to allow CDPH WIC to follow the procedures and restrictions imposed by 7 Code of Federal Regulations part 246.26(i). CDPH shall be the party with sole authority to determine whether any, and specifically what, information may be produced.

XIV. Audits, Inspection and Enforcement: CDPH, USDA, or representatives of the Comptroller General of the United States may inspect the facilities, systems, books and records of the Contractor to monitor

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compliance with this Exhibit. The Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between the Contractor and CDPH for any reason, the Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, the Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, the Contractor shall retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law. Pursuant to 7 C.F.R. part 246.25(a)(2), if records related to the agreement between the Contractor and CDPH, including CDPH PCI, is not returned to CDPH upon the termination of the agreement, all records shall be retained for a minimum of three years. If any litigation, claim, negotiation, audit or other action involving the CDPH PCI shared under this agreement has commenced before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA or any unit thereof deems any of the CDPH PCI to be of historical interest, it may require the Contractor to forward such records to USDA or any unit thereof whenever the Contractor is disposing of them.
- B. Obligations Continue Until Return or Destruction: The Contractor's obligations under this Exhibit shall continue until the Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between the Contractor and CDPH, the Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If the Contractor elects to destroy the CDPH PCI, the Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: The Contractor shall make itself and any subcontractors, workforce employees or agents assisting the Contractor in the performance of its obligations under the agreement between the Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where the Contractor or its subcontractor, workforce employee or agent is a named adverse party.

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Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If the Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of the Contractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between the Contractor and CDPH.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, the Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** The Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

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** 22-10262 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **Invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

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

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Public Health

TIME REQUIRED

SUBJECT Mono County Local Oral Health
Program Grant Agreement 2022-
2027

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Standard Agreement #22-10180 with California Department of Public Health (CDPH) California Oral Health Program from July 1, 2022-June 30, 2027.

RECOMMENDED ACTION:

Approve, and authorize the Public Health Director to sign Standard Agreement, Contractor Certification Clause, and CA Civil Rights Laws Attachment with California Department of Public Health for the California Oral Health Program for the period July 1, 2022 through June 30, 2027 and a not-to-exceed amount of \$705,275.00. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. The projected budget is \$141,055 per federal fiscal year for the next five years, for a combined total of \$705,275.

CONTACT NAME: Marjoree Neer

PHONE/EMAIL: 760-924-1818 / mneer@mono.ca.gov

SEND COPIES TO:

Marjoree Neer, Bryan Wheeler, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Grant Agreement](#)

[Contractor Certification Clauses](#)

[California Civil Rights Laws Attachment Certification](#)

History

Time	Who	Approval
8/3/2022 3:29 AM	County Counsel	Yes
7/26/2022 10:32 AM	Finance	Yes
8/5/2022 1:55 PM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

Date: August 9, 2022

To: Honorable Board of Supervisors

From: Bryan Wheeler, Public Health Director

Subject: Proposed Standard Agreement with California Department of Public Health (CDPH), Oral Health Program, Grant Agreement #22-10180, Grant Period July 1, 2022 – June 30, 2027

Recommendation:

Approve, and authorize the Public Health Director to sign Standard Agreement, Contractor Certification Clause, and CA Civil Rights Laws Attachment with California Department of Public Health for the California Oral Health Program for the period July 1, 2022 through June 30, 2027 and a not-to-exceed amount of \$705,275.00.

Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel

Discussion:

In November 2016, California voters approved the passage of Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax of 2016 (Prop 56). This initiative increased the state cigarette tax by \$2 per pack and added an equivalent amount to other tobacco products.

The annual State Budget, California Health and Safety Code Sections 104750- 104765, 104770-104825, 104865 & 131085, and the Revenue and Taxation Code Section 30130.50-30130.58 (Prop 56) provide the California Oral Health Program at the California Department of Public Health the legislative authority to build capacity and infrastructure for the development, implementation, and evaluation of best practices and evidence-based programs in oral health prevention. The Mono County Health Department has been awarded \$141,055 per year for 5 years from July 1, 2022 to June 30, 2027 implementation and evaluation of the Local Oral Health Program (LOHP) activities.

The goal of the LOHP is to improve the oral health of Mono County residents through prevention education, linkages to local care and organized community efforts. This includes dental disease caused by the use of cigarettes and other tobacco products. This goal will be achieved by undertaking activities that support demonstrated oral health needs and prioritize underserved areas and populations. A focus for the grant will be to provide school linked programs which provide more equitable care and develop early detection and prevention for school age children.

Development, submission, and implementation of the grant are required to comply with the Health & Safety Codes and Local Oral Health Program Guidelines.

Fiscal Impact/Budget Projections:

There is no fiscal impact to the County General Fund. The projected budget is \$141,055 per federal fiscal year for the next five years, for a combined total of \$705,275.

For questions regarding this item, please call Bryan Wheeler at (760) 924-1835.

Submitted by: Bryan Wheeler, Public Health Director

CALIFORNIA ORAL HEALTH PROGRAM
Moving California Oral Health Forward

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

[County of Mono], hereinafter “Grantee”

Implementing the “[Mono County Local Oral Health Program],” hereinafter “Project”

GRANT AGREEMENT NUMBER 22-10180

The Department awards this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 104750 & 131085 and Revenue and Taxation Code 30130.57.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide establish or expand upon existing Local Oral Health Programs by including the following program activities related to oral health in their communities: education, disease prevention, facilitating community-clinical linkages, and surveillance. These activities will improve the oral health of Californians. This goal shall be achieved by providing funding for activities that support demonstrated oral health needs and prioritize underserved areas and populations.]

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of [Seven Hundred Five Thousand Two Hundred Seventy-Five Dollars and Zero Cents (\$705,275.00)]

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on [July 1, 2022, and terminates on [June 30, 2027]]. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

PROJECT REPRESENTATIVES. The Project Representative during the term of this Grant will be:

California Department of Public Health	Grantee: [County of Mono]
Name: Vinay Shukla	Name: Margee Neer PHN Program Manager

Address: 1616 Capitol Avenue, Suite 74.420 MS 7218	Address: 1290 Tavern Rd Suite 246
City, ZIP: Sacramento, CA 95814	City, ZIP: Mammoth Lakes, CA 93546
Phone: (916) 319-9749	Phone: (760) 924-1818
E-mail: DentalDirector@cdph.ca.gov	E-mail: mneer@mono.ca.gov

Direct all inquiries to the following representatives:

California Department of Public Health, Office of Oral Health]	Grantee: [County of Tulare]
Attention: Vinay Shukla	Attention: Margee Neer PHN Program Manager
Address: 1616 Capitol Avenue, Suite 74.420 MS 7218	Address: 1290 Tavern Rd Suite 246
City, Zip: Sacramento, CA 95814	City, Zip: Mammoth Lakes, CA 93546
Phone: (916) 319-9749	Phone: (760) 924-1818
E-mail: DentalDirector@cdph.ca.gov	E-mail: mneer@mono.ca.gov

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: [County of Mono]
Attention "Cashier":
Address: PO Box 3329
City, Zip: Mammoth Lakes, CA 93546
Phone: (760) 924-1830
E-mail: mneer@mono.ca.gov

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A, GRANT APPLICATION – Application Checklist, Grantee Information Form, Narrative Summary Form, Scope of Work and Deliverables

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA) -

<https://oralhealthsupport.ucsf.edu/moving-california-oral-health-forward-rfa-2022-2027>

Exhibit E ADDITIONAL PROVISIONS |

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.
Executed By:

Date: _____
| Bryan Wheeler, Public Health Director
| County of Mono
| 1290 Tavern Rd Suite 246
| Mammoth Lakes, CA 93546 |

Date: _____
| Joseph Torrez, Chief |
| California Department of Public Health
| 1616 Capitol Avenue, Suite 74.262
| P.O. Box 997377, MS 1800- 1804
| Sacramento, CA 95814

Exhibit A Grant Application

Moving California Oral Health Forward 2022 – 2027 Application Checklist

DUE: 12/15/21	
DATE OF SUBMISSION:	12/22/2021
ORGANIZATION NAME:	County of Mono Health Department
APPLICATION CONTACT NAME: Margee Neer	PHONE NUMBER: 760-924-1818 cell: 760-914-3064
EMAIL ADDRESS: mneer@mono.ca.gov	

Complete this Application Checklist and email it along with the following documents to: DentalDirector@cdph.ca.gov by 12/15/21*

**Note: A supplemental submission containing Document E (Supplemental Submission Checklist) and Document F (Detailed Budget and Justification) is due on 01/31/22. This is to accommodate additional program and fiscal planning as part of an interactive process with OOH.*

APPLICATION CONTENTS:

Please Check

- Application Checklist (Document A)
- Grantee Information Form (Document B)
- Narrative Summary Form (Document C)
- Governmental Payee Form CDPH 9083 (Document D)
- Grant Activities and Reporting/Tracking Measures (Exhibit A)

Grantee Information Form

Organization	This is the information that will appear in your grant agreement.	
	Federal Tax ID #	<u>95-9005661</u>
	Name	<u>County of Mono</u>
	Mailing Address	<u>PO Box 3329 Mammoth Lakes, CA 93546</u>
	Street Address (If Different)	<u>1290 Tavern Rd Suite 246 Mammoth Lakes, CA 93546</u>
	County	<u>Mono</u>
	Phone	<u>760-924-1830</u> Fax <u>760-924-1831</u>
Website	<u>Monohealth.com</u>	
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.	
	Name	<u>Bryan Wheeler</u>
	Title	<u>Public Health Director</u>
	If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone	<u>760-924-1830</u> _____
Email	<u>bwheeler@mono.ca.gov</u>	
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with Oral Health Program staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.	
	Name	<u>Margee Neer</u>
	Title	<u>PHN Program Manager</u>
	Supervisor Name and Title	<u>Bryan Wheeler</u>
	Supervisor Email and Phone	<u>bwheeler@mono.ca.gov</u>
	If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone	<u>760-924-1818</u> Fax <u>760-924-1831</u>
	Email	<u>mneer@mono.ca.gov</u>
Funding	These are the annual Funding amounts your LHJ will accept for grant purposes.	
	Year 1 (FY 22/23)	\$ 141,055.00
	Year 2 (FY 23/24)	\$ 141,055.00
	Year 3 (FY 24/25)	\$ 141,055.00
	Year 4 (FY 25/26)	\$ 141,055.00
	Year 5 (FY 26/27)	\$ 141,055.00

Narrative Summary Form

Mono County Health Department

Mono County is a frontier region of California located on the eastern side of the Sierra Nevada mountain range that encompasses 3,103 square miles. It has beautiful natural mountainous terrain. The economy is primarily based in tourism, and recreation with some agriculture. Approximately 94% of the county land is public or quasi-public administered by the U.S. Forest Service, the Bureau of Land Management, the State of California, or the LADWP. The population of Mono County is about 14,000. Mammoth Lakes, the only incorporated area, has a resident population of approximately 8,200. Fifteen unincorporated communities are scattered throughout the region, primarily along or near highways. These small communities range in population from 40 to 800, they are rural and oriented toward recreational and tourist traffic. Many of these smaller communities are isolated from services.

Mono County has a good quality of life and high life expectancy with most of the population falling in the Healthy Quartile Index Four. In the more rural areas of the county the HQI is predominately a Two. The Demographics of Mono county by race/ethnicity according to census data include about 65.8% Caucasian, 26.8% Latino, 3% Native American, 2.6% Asian and .8% Black. Within the town of Mammoth Lakes the percentage of Latino children in the schools is more than 50% of the students. The current unemployment rate is 5.9% however this may not give a clear picture as there are many who have more than one job or seasonal jobs and may be underemployed. At the height of the shutdown in April 2020 there was a reported 30% unemployment with as much as 80% for our service workers. Some of our most vulnerable and underserved community members include those with more limited access to care and transportation. These are community members in the more rural areas of our county. In addition, many of our Latino and Native American population are within the poverty or low-income range.

Currently, there are 4 dental practices in the county of Mono. Only one of these offices accepts Medi-Cal. In the county to the south of us, Inyo County, there are 5 Dental practices. Again, only one accepts Medi-Cal. All the Dental practices in Mono County are located in Mammoth Lakes. Although, the majority of our population lives in Mammoth Lakes, those that live outside of Mammoth would have to travel 15-80 miles to get to Mammoth for an appointment. The office that accepts Medi-Cal in Mammoth is associated with Mammoth Hospital. Currently there are three dentists from outside the area who rotate through the clinic. Three weeks of the month pediatric patients are seen with approximately 20 patients seen per day. The hospital has hired a new full-time dentist to start in January. Our biggest gap in services occurred when a dental office in our rural north county was destroyed by fire in November of 2020.

In the 2017-2022 Local Oral Health Program (LOHP) Grant cycle, a number of goals were accomplished. Mono County was able to develop our mission, vision, and shared values to guide our activities as well as convene an advisory coalition. A large-scale Community Needs Assessment was conducted. Out of this, goals and objectives were identified, and an Oral Health Improvement Plan developed. All the Dental providers in our area were contacted and a community resource guide was developed in English

Narrative Summary Form

Mono County Health Department

and Spanish. This guide includes providers in our county as well as those in the neighboring areas. Oral Health Education was provided in all the schools in the county for students in grades K-6 and the partnership with schools and the school nurse were strengthened. We have also been able to partner with the First Five program to provide oral hygiene kits and education to preschoolers, toddlers and moms. Another important partnership has been with the pediatricians within our county to encourage the application of Fluoride Varnish which is now applied at all well child checks. Finally, we have given hundreds of oral hygiene kits with resources and education in a wide variety of settings, schools, community outreaches, food and resource distribution events and through some of our covid testing and vaccine events.

The evolution of the LOHP grant over the first years started with the assessment, planning, and development phase. This took most of the first two years of the grant. During this time and in the next year was the development of partnerships and resources as we started more of the implementation phase of the grant. Outreach included the educational assemblies in the schools and the provision of oral health supplies. This outreach and implementation was poised to expand as the Covid-19 pandemic came on the scene in late 2019. Since that time the LOHP activities have been limited. This is related to two factors. First, all the LOHP staff was diverted to the Covid-19 response especially through the first year. At that time, Covid vaccines became available and again the staff was diverted. Secondly, there were a number of factors that limited oral health activities. The schools were completely remote for a time and dental practices were mostly shut down except for emergencies. When the schools and clinics were more opened it was often inconsistent and with many restrictions in place that made it difficult to access our target audience.

In the next five-year LOHP grant term we can build on the foundation of the first grant period. In addition, the oral health improvement plan needs to be revisited and revised especially the evaluation measures as we develop our activities and outcomes to meet the California Oral Health Plan objectives. A more robust communication and collaboration with the schools and community providers will be fostered as we reinstitute the advisory coalition and implement school-based assessments and interventions including sealant application. A case management role in the health department will be developed in-order to facilitate care for children who are identified within the schools as needing intervention or even a dental home. Another important factor will be to partner with our IT department to be able to capture and evaluate data of the activities we implement. Finally, equity and health disparities will be addressed not only in our school outreaches but also as we work to support the provision of dental services in our north county.

The biggest barrier to accomplishing these goals will continue to be the impact of the Covid-19 virus. However, as we have increased our tools to combat this virus and are learning to live with it, many of our activities and goals may be attained. One strategy to accomplish the goals and objectives will be to carve out dedicated time each week for the grant. Another will be to develop improved and expanded communications with our partners as well as improved data and evaluation measures.

Submit**GOVERNMENT AGENCY TAXPAYER ID FORM**

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 650-0100, or mail it to the address above.Principal
Government
Agency Name

COUNTY OF MONO HEALTH DEPARTMENT

Remit-To
Address (Street
or PO Box)

PO BOX 3329

City:

MAMMOTH LAKES

State: CA

Zip Code+4: 93546-

Government
Type: City County Special District Federal Other (Specify)Federal
Employer
Identification
Number
(FEIN)

95-9005861

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FISCAL ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FISCAL ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FISCAL ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FISCAL ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person

Marjoree Neer

Title

PHN Program Manager

Phone number

760-924-1830

E-mail address

mneer@mono.ca.gov

Signature

Date

12/15/2021

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Local Health Jurisdictions (LHJs) shall implement selected strategies outlined in the California Oral Health Plan and make progress toward achieving the California Oral Health Plan’s goals and objectives. The activities may include convening, coordination, and collaboration to support planning, disease prevention, surveillance, education, and linkage to treatment programs. LHJs will maintain regular reporting to demonstrate progress towards implementing grant activities.

LHJs or designees must select Grant Activities and Reporting/Tracking Measures for objectives 1, 2, and 3 and will be responsible for selecting, at a minimum, one additional objective (from objectives 4 – 7) of their choice for the entire grant term. LHJs or designees can choose one or all objectives from 4-7.

A more comprehensive summary of expectations for grant objectives, activities, and reporting/tracking measures is included in a separate LOHP Work Plan in Appendix 2.

Based on the guidance above, please indicate which of the objectives and activities your local health jurisdiction will implement by placing an "X" in the appropriate check box below. Maintain records of reporting/tracking measures for all selected objectives and submit documentation annually, bi-annually, or as necessary, including all relevant documentation in progress report and data form submissions:

Activities	Reporting/ Tracking Measures	Timeline
<input checked="" type="checkbox"/> Objective 1: By June 30, 2027, establish or sustain program infrastructure, partnerships, and processes to ensure implementation and evaluation of the Work Plan.		
<input checked="" type="checkbox"/> 1.1: Build or maintain capacity and engage community stakeholders to provide qualified professional expertise in dental public health for program direction, coordination, and collaboration.	1.1.a(A): LOHP staff trainings list 1.1.b(A): Advisory Committee (AC) members list 1.1.c(A): AC meeting agendas 1.1.c(B): Number of AC meetings convened 1.1.c(C): AC meeting participation list 1.1.d(A): Community engagement summary 1.1.e(A): List of partner communications 1.1.f(A): AC meeting minutes 1.1.g(A): AC satisfaction survey evaluation	07/1/22- 06/30/27
<input checked="" type="checkbox"/> 1.2: Assess and monitor social and other determinants of health, health status, health needs, and health care services available to local communities, with	1.2(A): List of prominent social determinants of health in LHJ 1.2(B): 2020 census data on vulnerable/ underserved demographics in LHJ	07/1/22- 12/31/25

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<p>a special focus on underserved areas and vulnerable population groups.</p>	<p>1.2.a(A): Needs Assessment (NA) work group roster 1.2.b(A): Summary resources and service gaps 1.2.c(A): NA instrument 1.2.d(A): Data gathered and inventoried 1.2.d(B): Summary of analysis and data gaps 1.2.d(C): Identified resources to fill data gaps 1.2.d(D): Description of methods selected 1.2.e(A): Action plan to collect missing NA data 1.2.e(B): Summary of data collected 1.2.f(A): Data summary report</p>	
<p><input checked="" type="checkbox"/> 1.3: Identify assets and resources that will help to address the oral health needs of the community with an emphasis on underserved areas and vulnerable population groups within the jurisdiction.</p>	<p>1.3.a(A): Inventory of community assets and resources 1.3.b(A): Published inventory of community assets/resources and service gaps</p>	07/1/22- 12/31/25
<p><input checked="" type="checkbox"/> 1.4: Develop a new or update an existing community health improvement plan (CHIP) and create an action plan to address the oral health needs of underserved areas and vulnerable population groups for the implementation phase and to achieve the state oral health objectives.</p>	<p>1.4.a(A): CHIP timeframe 1.4.a(B): Summary of objectives and strategies 1.4.a(C): List of participants in CHIP planning 1.4.b(A): List of planning meetings and meeting minutes 1.4.c(A): Action plan 1.4.d(A): Summary report</p>	07/1/22 – 08/31/26
<p><input checked="" type="checkbox"/> 1.5: Develop a new, or continue implementing an existing Evaluation Plan, to monitor and assess the progress and success of the Local Oral Health Program (LOHP) Work Plan objectives. Update objectives, evaluation questions, and plan as needed.</p>	<p>1.5.a(A): List of stakeholders in evaluation process 1.5.b(A): Program logic model 1.5.c(A): Evaluation Plan grid 1.5.d(A): Evaluation Plan progress summary</p>	07/1/22- 12/31/25
<p><input checked="" type="checkbox"/> 1.6: Complete progress reports (PR) bi-annually using the progress report template provided. Detailed instructions will be provided.</p>	<p>1.6(A): PR 1 July 1st – December 31, 2022 o DUE January 31, 2023 1.6(B): PR 2 January 1st – June 30, 2023 o DUE July 31, 2023 1.6(C): PR 3 July 1st – December 31, 2023 o DUE January 31, 2024</p>	07/1/22- 06/30/27

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	<p>1.6(D): PR 4 January 1st – June 30, 2024 o DUE July 31, 2024</p> <p>1.6(E): PR 5 July 1st – December 31, 2024 o DUE January 31, 2025</p> <p>1.6(F): PR 6 January 1st – June 30, 2025 o DUE July 30, 2025</p> <p>1.6(G): PR 7 July 1st – December 31, 2025 o DUE January 31, 2026</p> <p>1.6(H): PR 8 January 1st – June 30, 2026 o DUE July 30, 2026</p> <p>1.6(I): PR 9 July 1st – December 31, 2026 o DUE January 31, 2027</p> <p>1.6(J): PR 10 January 1st – June 30, 2027 o DUE July 30, 2027</p>	
<p><input checked="" type="checkbox"/> Objective 2: By June 30, 2027, implement evidence-based programs to achieve California Oral Health Plan objectives.</p>		
<p><input checked="" type="checkbox"/> 2.1: Conduct planning to support the development of community-clinical linkages and school-based/ school-linked programs.</p>	<p>2.1.a(A): Strengths Weaknesses Opportunities Threats (SWOT) analysis summary report</p> <p>2.1.b(A): List of participating and identified schools and grades</p> <p>2.1.b(B): Program model selected and tracking system</p> <p>2.1.b(C): List of partners and roles</p> <p>2.1.b(D): List of services</p> <p>2.1.b(E): Early prevention intervention selected</p> <p>2.1.b(F): Implementation plan</p> <p>2.1.b(G): List of equipment purchased</p> <p>2.1.b(H): Invoices for billing</p>	<p>07/01/22-06/30/23</p>
<p><input checked="" type="checkbox"/> 2.2: Identify, maintain, and expand partnerships with dental providers and schools to implement, administer, and sustain school dental programs in targeted sites.</p>	<p>2.2(A): Memorandums of Understanding (MOUs) and other partnership agreements</p> <p>2.2.a(A): List of participating and identified schools and grades</p> <p>2.2.b(A): List of dental providers with partnership agreements</p> <p>2.2.c(A): Activity log</p>	<p>07/01/22-06/30/27</p>

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	<p>2.2.d(A): Sealant education materials 2.2.d(B): Fluoride education materials 2.2.d(C): Preventive dental services education materials 2.2.e(A): Distribution list and format 2.2.e(B): Number of stakeholders reached 2.2.e(C): List of educational materials provided 2.2.e(D): Consent forms on file 2.2.f(A): Implementation schedule 2.2.g(A): Number of education sessions delivered 2.2.g(B): List of trainings provided and site 2.2.h(A): Number of schools with a dental program 2.2.h(B): Number of children screened</p>	
<p><input checked="" type="checkbox"/> 2.3: Implement a dental screening program with a robust community-clinical linkage system using a referral management electronic platform for connecting with parents/caregivers and linking children to a source of dental care, tracking the progress of care from referral to completion of treatment plan.</p>	<p>2.3(A): Number and proportion of eligible schools participating 2.3(B): Number and proportion of eligible children screened 2.3(C): Referral acceptance 2.3(D): Patient contact 2.3(E): Receipt of services 2.3(F): Need resolution 2.3.a(A): Number of dental providers accepting referrals 2.3.a(B): List of participating providers 2.3.b(A): Written care coordination protocol 2.3.c(A): Estimated number and proportion of high-risk children needing sealants and referrals 2.3.c(B): Referral criteria 2.3.d(A): Check-list for school-based program readiness 2.3.e(A): Narrative summary of preventive services implemented</p>	<p>07/01/22-06/30/27</p>

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	<p>2.3.e(B): Number of sealants 2.3.e(C): Number of fluoride varnish applications received 2.3.e(D): Number of toothbrush prophylaxis treatments received 2.3.e(E): Total number of students receiving preventive services 2.3.f(A): Communications 2.3.f(B): Success of referrals 2.3.f(C): Data findings 2.3.f(D): Number of successful referrals 2.3.f(E): Quality improvement (QI) strategies 2.3.f(F): Increase in children served 2.3.f(G): Timelines for data review</p>	
<p><input checked="" type="checkbox"/> 2.4: Conduct training for community members/partners/stakeholders who desire to learn about the safety, benefits and cost effectiveness of community water fluoridation and its role in preventing dental disease.</p>	<p>2.4(A): Training agenda 2.4(B): Training materials 2.4(C): Number of community trainees for community water fluoridation trainings 2.4.a(A): Number of engineers/ operators trained 2.a(B): List of trainees and trainings 2.4.b(A): Marketing materials 2.4.b(B): Number of public awareness campaigns 2.4.c(A): Webpage URL 2.4.d(A): Evaluation report 2.4.d(B): Assurances for successful referral 2.4.e(A): School dental program success stories 2.4.e(B): Dissemination plan</p>	<p>07/01/22-06/30/27</p>
<p><input checked="" type="checkbox"/> Objective 3: By June 30, 2027, work with partners to promote oral health by developing and implementing prevention and health care policies and guidelines for programs, health care providers, and institutional settings (e.g., schools) including integration of oral health care and overall health care.</p>		

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<p><input checked="" type="checkbox"/> 3.1: Assess the number of schools currently not reporting Kindergarten assessments to the System for California Oral Health Reporting (SCOHR).</p>	<p>3.1(A): List and number of KOHA non-participating schools identified 3.1.a(A): List of KOHA best practices 3.1.b(A): List of KOHA target schools 3.1.c(A): List and number of KOHA champions 3.1.c(B): KOHA champion onboarding and training materials 3.1.c(C): Number of school districts participating in KOHA intervention 3.1.c(D): Number of children served by KOHA intervention 3.1.d(A): KOHA toolkit 3.1.d(B): List of KOHA presentations made 3.1.d(C): Copy of KOHA letters written 3.1.d(D): Number of schools adopting policies or participating in KOHA because of efforts 3.1.f(A): KOHA guidance documents for schools 3.1.f(B): KOHA fact sheets 3.1.g(A): List of KOHA key partners 3.1.g(B): Schedule of KOHA key partners meetings held 3.1.g(C): KOHA targets identified 3.1.h(A): KOHA summary in progress reports 3.1.h(B): KOHA policies revised and developed 3.1.h(C): Number of school districts reporting KOHA data 3.1.h(D): Number of children receiving KOHA screening 3.1.h(E): Number of oral health assessment activities, number of assessment events, number of assessment messages, and number of new schools participating in assessments 3.1.i(A): KOHA success stories 3.1.i(B): KOHA success stories dissemination</p>	<p>07/01/22-06/30/27</p>
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<p><input checked="" type="checkbox"/> 3.2: Develop and implement a plan to identify and recruit key partners that work with underserved populations: First 5 commission, County Office of Education, local Child Health and Disability Prevention (CHDP), Women, Infants, and Children (WIC), Early Head Start/Head Start, Maternal, Child, and Adolescent Health (MCAH), Black Infant Health (BIH), schools, Community-based organizations (CBOs), and Home Visiting (HV) Programs.</p>	<p>plan</p> <p>3.2(A): Key partner recruitment plan 3.2(B): Key partner recruitment letters 3.2(C): List of key partners recruited 3.2(D): List of Home Visiting programs 3.2.a(A): Role of key partners summary 3.2.b(A): Schedule of key partners meetings 3.2.c(A): Facilitators and barriers to care identified 3.2.d(A): Activities to address barriers to care 3.2.e(A): Key partner training and implementation plan 3.2.e(B): List of key partner trainings 3.2.e(C): Evaluation of key partner trainings 3.2.e(D): Evaluation of key partner implementation plan 3.2.f(A): Key partner oral health guidance document 3.2.g(A): List of key partners with oral health component 3.2.h(A): Home Visiting survey results in progress reports 3.2.i(A): Key partners sustainability plan 3.2.j(A): Key partners success stories 3.2.j(B): Key partners success stories dissemination plan</p>	<p>07/01/22-06/30/27</p>
<p><input checked="" type="checkbox"/> Objective 4: By June 30, 2027, address common risk factors for oral diseases and chronic diseases, including tobacco and sugar consumption, and promote protective factors that will reduce disease burden.</p>		
<p><input checked="" type="checkbox"/> 4.1: Conduct a survey of dental offices to gauge interest in CEU credits for tobacco cessation training. Use survey findings to support tobacco cessation activities.</p>	<p>4.1(A): Summary of tobacco cessation survey findings and plans for using survey information 4.1(B): Number of dental offices assessed 4.1.a(A): Risk assessment training materials 4.1.a(B): Risk assessment toolkit 4.1.a(C): Referral resources for identified risk</p>	<p>07/01/22-06/30/27</p>

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	<p>factors 4.1.a(D): Number of dental offices connected to resources 4.1.b(A): List and dates of tobacco cessation trainings 4.1.b(B): Number of dental offices trained for tobacco cessation 4.1.c(A): Number of dental offices receiving tobacco cessation toolkits 4.1.d(A): Tobacco cessation marketing materials 4.1.d(B): Tobacco cessation social media views and interaction data 4.1.d(C): Tobacco cessation radio messaging impressions data 4.1.e(A): Tobacco cessation summary analysis in progress reports</p>	
<p><input checked="" type="checkbox"/> 4.2: Collaborate with local partners to participate in sugar-sweetened beverage (SSB) reduction activities. Participate in an event (ex: Rethink Your Drink statewide day of action) in a dental setting, school, health fair, or community setting; provide dental-specific material in addition to the Rethink Your Drink event in a box; use social media messaging (ex: hashtags) to promote event.</p>	<p>4.2(A): SSB reduction event narrative 4.2(B): Number of SSB reduction event activities 4.2.a(A): SSB reduction training materials 4.2.a(B): SSB reduction training summary 4.2.b(A): Number of SSB reduction trainings and webinars 4.2.c(A): Narrative description of oral health guidelines integrated into partner chronic disease prevention and control activities 4.2.d(A): SSB reduction webpage URL 4.2.e(A): SSB reduction summary analysis in progress reports 4.2.f(A): SSB reduction success stories 4.2.f(B): SSB reduction success stories dissemination plan</p>	<p>07/01/22-06/30/27</p>

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<input type="checkbox"/> Objective 5: By June 30, 2027, coordinate outreach programs; implement education, health literacy campaigns and promote integration of oral health and primary care.		
<input type="checkbox"/> 5.1: Collaborate with primary care providers or school administrators to implement an evidence-based oral health literacy campaign for parents and caregivers such as the American Academy of Pediatrics Brush, Book, Bed (BBB) Campaign. Identify a BBB champion who will coordinate the program and inspire partners: e.g., the county’s oral health program manager.	5.1(A): Evidence-based health literacy campaign identified 5.1(B): Health literacy campaign plan 5.1(C): List of health literacy champions for providers and schools 5.1.a(A): Health literacy campaign summary analysis in progress report submissions	07/01/22-06/30/27
<input type="checkbox"/> 5.2: Identify a champion and coordinate oral health literacy activities with partners: e.g., key partner, stakeholder, health educator, provider, or others.	5.2(A): List and number health literacy champions for partner outreach 5.2.a(A): Oral health literacy workforce action plan 5.2.b(A): Number of dental offices with added oral health literacy component 5.3(A): Oral health literacy training plan 5.3(B): List of oral health literacy trainings 5.3(C): Number of oral health literacy trainees 5.3(D): Evaluation of oral health literacy trainings 5.3(E): Number of oral health literacy trainings 5.3.a(A): List of oral health literacy materials provided 5.3.a(B): List of partner organizations receiving oral health literacy materials	07/01/22-06/30/27
<input type="checkbox"/> Objective 6: By June 30, 2027, assess, support, and ensure establishment of effective oral healthcare delivery and care coordination systems and resources, including workforce development, language services, collaborations, and processes that support continuous quality improvement to serve underserved areas and vulnerable populations.		
<input type="checkbox"/> 6.1: Identify and recruit key partners such as the local dental society, local dental association, local primary care association, etc. to support effective oral healthcare delivery and care coordination systems.	6.1(A): List of key partners recruited 6.1.a(A): Summary analysis of dental office inventory 6.1.a(B): Number of dental office assessments conducted.	07/01/22-06/30/27

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	<p>6.1.b(A): Summary of service gaps and underserved areas 6.1.c(A): Dental office outreach materials 6.1.c(B): Number of outreach resources developed 6.1.d(A): Summary of pilot test proposal 6.1.d(B): List of primary care offices and CBOs identified 6.1.e(A): List of providers and CBOs trained and onboarded 6.1.e(B): Number of providers and systems engaged 6.1.f(A): List of partnerships and roles developed to support warm hand-off referrals</p>	
<p><input type="checkbox"/> 6.2: Launch and sustain a Community of Practice for representatives from the primary care offices, CBOs, and dental offices to meet in-person or virtually on a regular and re-occurring basis to foster performance management, process redesign, and quality improvement.</p>	<p>6.2(A): List of community of practice members 6.2(B): Community of practice meeting schedule</p>	<p>07/01/22-06/30/27</p>
<p><input type="checkbox"/> 6.3: Develop a sustainability plan to maintain efforts.</p>	<p>6.3(A): Sustainability plan 6.3.a(A): Fluoride varnish guidance document</p>	<p>07/01/22-06/30/27</p>
<p><input type="checkbox"/> 6.4: Recruit providers for preventive dentistry mentorship program.</p>	<p>6.4(A): List of providers recruited for preventive dentistry program 6.4.a(A): Summary of Quality Improvement (QI) trainings or coaching provided 6.4.b(A): QI Plan 6.4.c(A): Oral healthcare delivery and care coordination systems success stories 6.4.c(B): Oral healthcare delivery and care coordination systems success stories dissemination plan 6.4.d(A): Performance management trainees 6.4.d(B): Performance management software</p>	<p>07/01/22-06/30/27</p>

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	<p>used 6.4.d(C): List of performance measures 6.4.e(A): QI project qualitative case study 6.4.e(B): QI project storyboard</p>	
<p>Objective 7: By June 30, 2027, create or expand existing local oral health networks to achieve oral health improvements through policy, financing, education, dental care, and community engagement strategies.</p>		
<p><input type="checkbox"/> 7.1: Convene a core group or identify a workgroup from existing AC to support the creation or expansion of existing local oral health networks identify policy solutions, address workforce issues, and develop plans for sustainability and community engagement.</p>	<p>7.1(A): List of oral health networks workgroup members 7.1.a(A): List of organizations recruited for expanded oral health network 7.1.a(B): Number of organizations, partners, and champions recruited for expanded oral health networks 7.1.b(A): Oral health network meeting schedule 7.1.b(B): Oral health network meeting agenda 7.1.b(C): Oral health network meeting minutes 7.1.c(A): List of oral health network action plan priorities 7.1.d(A): Oral health network Communication Plan 7.1.e(A): List of organizations in oral health network workgroup 7.1.f(A): Oral health network mission and core values 7.1.g(A): Oral health network action plan 7.1.h(A): Opportunities identified to share resources and leverage additional funding 7.1.i(A): Key insights from community engagement 7.1.j(A): Oral health network summary in progress report submissions</p>	<p>07/01/22-06/30/27</p>

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Vinay Shukla
California Department of Public Health
Office of Oral Health
MS 7218
1616 Capitol Avenue, Suite 74.420
P.O. Box 997377, Sacramento, CA 95899-7377
LOHPInvoices@cdph.ca.gov

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount Awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

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, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

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. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C**STANDARD GRANT CONDITIONS**

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1. *Local Health Jurisdiction Local Oral Health Program Guidelines for Grant Application*
<https://oralhealthsupport.ucsf.edu/moving-california-oral-health-forward-rfa-2022-2027>

2. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

Exhibit E
Additional Provisions

- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly chargeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

3. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

4. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
 - 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee 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 Grantee'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 Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee'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 Grantee 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 Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

Exhibit E
Additional Provisions

- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

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, 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
Mono County	95-6005661

By (Authorized Signature)

Printed Name and Title of Person Signing

Bryan Wheeler, Director of Public Health

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

Date Executed



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: CAO

TIME REQUIRED

SUBJECT Allocation List Amendment - Office of the CAO

**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 recommended Allocation List Amendment.

RECOMMENDED ACTION:

Approve the Allocation List Amendment.

FISCAL IMPACT:

None.

CONTACT NAME: John Craig, Assistant CAO

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
8/5/2022 5:45 PM	County Counsel	Yes
8/5/2022 5:45 PM	Finance	Yes
8/5/2022 5:47 PM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO**

Robert C. Lawton
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

CHAIR

Bob Gardner / District 3

VICE CHAIR

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Malinda Huggans

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

SERVICES

To be appointed

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors
From: Robert C. Lawton, CAO
Date: August 9, 2022
Re: Allocation List Amendment for Budget Officer

Recommended Action

Adopt Resolution #R22-___, approving the changes to the Allocation List to remove one (1) Accountant III from Finance and replace it with one (1) Budget Officer position (At-Will Salary Range 17, \$115,242 to \$140,077) in the County Administrative Office.

Discussion

With the establishment of the position of Budget Officer within the CAO department, the Budget Officer will have the ability and experience to participate in the direct development, preparation, and monitoring of the County budget and provide highly responsible and complex administrative and financial support to the County Administrative Officer, Board of Supervisors, and all County Departments.

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APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Risk Management

TIME REQUIRED

SUBJECT Claim for Damages - Louis and Pimchan Cohen

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Claims for damages have been filed by Louis Cohen and Pimchan Cohen, related to alleged injuries during a vehicle accident on the Mammoth Scenic Loop. These claims are misdirected, as Mono County is not responsible for this highway easement and has no role in its maintenance or upkeep.

RECOMMENDED ACTION:

Deny the claims submitted by Louis Cohen and Pimchan Cohen. Direct the Risk Manager, in consultation with County Counsel, to send notices to the claimants of the denials.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Claims for Damages Staff Report</p>
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History

Time	Who	Approval
7/29/2022 12:48 PM	County Counsel	Yes
8/3/2022 8:56 AM	Finance	Yes

8/5/2022 1:57 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Anne L. Frievalt
Christopher Beck

Deputy County Counsel
Emily R. Fox

OFFICE OF THE
COUNTY COUNSEL
Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Soane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Jay Sloane

Date: August 2, 2022

Re: Claims for damages filed by Louis Cohen and Pimchan Cohen

Discussion:

On July 6, 2022, the Clerk of the Board received claims filed by Louis Cohen and Pimchan Cohen. The claims allege bodily injury related to a vehicle accident on the Mammoth Lakes Scenic Loop on January 4, 2022. These two claims are misdirected as Mono County does not have any jurisdiction or responsibility for this road.

Recommended Action:

Deny the claims submitted by Louis Cohen and Pimchan Cohen, direct the Risk Manager, in consultation with County Counsel, to send the notices to the claimants of said denials.

Fiscal Impact:

None.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Finance

TIME REQUIRED

SUBJECT Resolution to Delegate Approval for
Type of Security in Lieu of
Prepayment of Property Tax.

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Resolution authorizing the Clerk of the Board to approve the type of security used to secure property taxes to be paid or securitized under the Subdivision Map Act.

RECOMMENDED ACTION:

Adopt resolution authorizing the Clerk of the Board to approve the type of security used to secure property taxes to be paid or securitized under the Subdivision Map Act.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
Resolution

History

Time	Who	Approval
8/3/2022 3:27 AM	County Counsel	Yes
7/25/2022 1:46 PM	Finance	Yes

8/5/2022 1:59 PM

County Administrative Office

Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank, CGIP
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM, MPA
Finance Director

Kimberly Bunn
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

Date: August 9, 2022

To: Honorable Board of Supervisors

From: Finance: Janet Dutcher, Gerald Frank

Subject:

Resolution authorizing the Clerk of the Board to approve the type of security used to secure property taxes to be paid or securitized under the Subdivision Map Act.

Action Requested:

1. Adopt resolution authorizing the Clerk of the Board to approve the type of security used to secure property taxes to be paid or securitized under the Subdivision Map Act.

Discussion:

This resolution authorizing the Clerk of the Board to approve the type of security used to secure property taxes to be paid or securitized under the Subdivision Map Act.

Pursuant to Government Code §66493(a)(2), which requires that whenever any part of a subdivision is subject to a lien for taxes or special assessments collected as taxes which are not yet payable, the final map or parcel map shall not be recorded until the owner or subdivider executes and files with the clerk of the Board of Supervisors of the county wherein any part of the subdivision is located, security conditioned upon the payment of all state, county, municipal, and local taxes and the current installment of principal and interest of all special assessments collected as taxes, which at the time the final map is recorded are a lien against the property, but which are not yet payable

The security requirement specified by Government Code section 66493(a)(2) may be satisfied by the owner or subdivider posting a bond or other instrument.

In order to make this process more efficient for the current and future applicants, Government Code section 66464(b) allows the Board of Supervisors to authorize the Clerk of the Board to approve such security on the Board's behalf.

Fiscal Impact:

None



RESOLUTION NO. R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE CLERK OF THE BOARD OF SUPERVISORS TO APPROVE
SECURITY FOR THE PREPAYMENT OF TAXES AND SPECIAL ASSESSMENTS**

WHEREAS, California Government Code section 66493(a)(2) requires that whenever any part of a subdivision is subject to a lien for taxes or special assessments collected as taxes which are not yet payable, the final map or parcel map shall not be recorded until the owner or subdivider executes and files with the clerk of the Board of Supervisors of the county wherein any part of the subdivision is located, security conditioned upon the payment of all state, county, municipal, and local taxes and the current installment of principal and interest of all special assessments collected as taxes, which at the time the final map is recorded are a lien against the property, but which are not yet payable; and

WHEREAS, the security requirement specified by Government Code section 66493(a)(2) may be satisfied by the owner or subdivider posting a bond or other instrument; and

WHEREAS, Government Code section 66464(b) requires that the Board of Supervisors approve such security, or authorize by resolution the Clerk of the Board to do so on the Board's behalf, as authorized by Government Code section 66468.2(b); and

WHEREAS, it is in the best interest of Mono County to make such an authorization for purposes of efficiency;

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

1. Pursuant to Government Code section 66468.2(b), the Mono County Board of Supervisors hereby authorizes the Clerk of the Board to approve security as required by Government Code section 66464(b).

APPROVED and **ADOPTED** this _____ day of _____, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Elections

TIME REQUIRED

SUBJECT Consolidation of Elections - Antelope
Valley Fire Protection District

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Antelope Valley Fire Protection District has requested that its Special Election on the imposition of a special tax on each parcel of land within the boundaries of the District for increased fire protection services be consolidated with the 2022 Statewide General Election on November 8, 2022, and that the Mono County Elections Division conduct the election and canvass the returns.

RECOMMENDED ACTION:

Consider and adopt Resolution R22-____, Consolidating the Special Election with the Statewide General Election on November 8, 2022, and directing the Mono County Elections Division to conduct the election and canvass the returns.

FISCAL IMPACT:

Costs associated with adding an extra item(s) to the already scheduled ballot. These costs will not be known until after the election. In accordance with Elections Code Section 10002, Antelope Valley Fire Protection District shall reimburse the County for these additional costs.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> AVFPD Resolution and Ordinance

History

Time	Who	Approval
8/2/2022 8:54 AM	County Counsel	Yes
8/3/2022 8:57 AM	Finance	Yes
8/5/2022 1:59 PM	County Administrative Office	Yes



C L E R K – R E C O R D E R – R E G I S T R A R
C L E R K O F T H E B O A R D O F S U P E R V I S O R S
C O U N T Y O F M O N O

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

Scheereen Dedman
Clerk-Recorder-Registrar
760-932-5538
sdedman@mono.ca.gov

Queenie Barnard
Assistant Clerk-Recorder-Registrar
760-932-5534
qbarbard@mono.ca.gov

To: Honorable Board of Supervisors

From: Queenie Barnard, Assistant Clerk of the Board

Date: August 9, 2022

Subject

Consolidation of the November 8, 2022, Special Election for Antelope Valley Fire Protection District with the November 8, 2022, Statewide General Election.

Recommended Action

Consider and adopt Resolution R22-___, Consolidating the Special Election for Antelope Valley Fire Protection District with the November 8, 2022, Statewide General Election.

Discussion

At the July 21, 2022 meeting of the Antelope Valley Fire Protection District, Resolution No. 220721 was adopted calling for and giving notice of a Special Election to be held on November 8, 2022, for the purpose of imposing a special tax for fire protection services, and ordering that the Special Election be consolidated with the Statewide General Election to be held on the same date.

At the same meeting, Ordinance 2022-01 was adopted imposing a special tax on real property within the District to pay for increased fire protection services, to take effect only upon approval by two-thirds of the voters of the District.

The Antelope Valley Fire Protection District is requesting that the Mono County Elections Division be responsible for the conduct of the consolidated election.

Fiscal Impact

There will be costs associated with the consolidated election. These costs will be determined after the election. In accordance with §10002 of the California Elections Code, Antelope Valley Fire Protection District shall reimburse the County for these additional costs.



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
CONSOLIDATING THE SPECIAL ELECTION FOR
ANTELOPE VALLEY FIRE PROTECTION DISTRICT
WITH THE NOVEMBER 8, 2022, STATEWIDE GENERAL ELECTION**

WHEREAS, on July 21, 2022, Antelope Valley Fire Protection District adopted Resolution No. 220721, calling for and giving notice of a Special Election to be held on November 8, 2022, for the purpose of imposing a special tax for fire protection services, and ordering that the Special Election be consolidated with the Statewide General Election to be held on the same date; and

WHEREAS, on July 21, 2022, Antelope Valley Fire Protection District adopted Ordinance 2022-01, imposing a special tax on real property within the District to pay for increased fire protection services, to take effect only upon approval by two-thirds of the voters of the District; and

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

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

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

SECTION 1: Pursuant to §10400, *et seq.*, of the California Elections Code, the Mono County Board of Supervisors consents and agrees to the consolidation of the Antelope Valley Fire Protection District's Special Election on November 8, 2022, with the Statewide General Election to be held on Tuesday, November 8, 2022, for the purpose of submitting to the voters of the Antelope Valley Fire Protection District the adoption of a proposed ordinance imposing a special tax for fire protection services within the district.

RESOLUTION NO. 220721

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE ANTELOPE VALLEY FIRE PROTECTION DISTRICT
CALLING A SPECIAL ELECTION TO SUBMIT TO THE VOTERS
OF THE ANTELOPE VALLEY FIRE PROTECTION DISTRICT
THE ADOPTION OF A PROPOSED ORDINANCE
IMPOSING A SPECIAL TAX FOR INCREASED FIRE PROTECTION
SERVICES, AND ORDERING THAT THE SPECIAL
ELECTION BE CONSOLIDATED WITH THE
STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2022**

WHEREAS, Section 53978 of the California Government Code authorizes any local agency which provides fire protection services to propose by ordinance a special tax for fire protection provided by the agency; and

WHEREAS, the Board of Commissioners of the Antelope Valley Fire Protection District has adopted an ordinance (Ordinance No. 2022-01) imposing a special tax for fire protection provided by the Fire Protection District, which ordinance will take effect if it is approved by two-thirds of the voters of the District voting upon it; and

WHEREAS, a copy of said ordinance is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, according to County Assessor's office records there are approximately 822 parcels within the Antelope Valley Fire Protection District and, therefore, the special tax proposed in the ordinance attached as Exhibit "A" could generate an estimated \$98,640 for the District annually;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Antelope Valley Fire Protection District that pursuant to Elections Code Section 12001 and Government Code Section 53978 a special election is hereby called and ordered to be held within the Antelope Valley Fire Protection District on November 8, 2022, to submit to the voters of the District the following proposition:

PROPOSITION A:

<i>"Shall there be levied a flat tax of \$120.00 (adjusted annually for inflation but not to exceed \$160.00) on each parcel within the Antelope Valley Fire Protection District to fund static water supplies, staffing, training and equipment to enhance the District's ability to combat structural and wildland fire; levied annually until repealed by the voters or the District Board of Commissioners and expected to generate \$98,640 the first year?"</i>	YES	
	NO	

BE IT FURTHER RESOLVED that pursuant to Elections Code sections 10400 et seq., the special election called by this resolution shall be, and is hereby, ordered to be consolidated with the statewide general election to be held on November 8, 2022.

NOW, THEREFORE, BE IT RESOLVED that this Resolution is APPROVED AND ADOPTED at a duly held regular meeting of the Antelope Valley Protection District Board of Fire Commissioners on the 21st day of July 2022.

AYES: 5

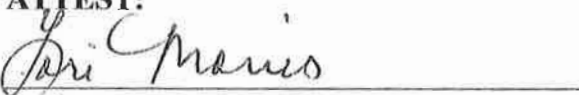
NOES: 0

ABSTAIN: 0

ABSENT: 0



Scott Bush, Chair
Antelope Valley Board of Fire Commissioners

ATTEST:


Lori Morris, Commission Secretary

APPROVED AS TO CONTENT:



Richard C Nalder, Fire Chief

ORDINANCE 2022-01

**AN ORDINANCE OF THE ANTELOPE VALLEY FIRE PROTECTION DISTRICT
IMPOSING A SPECIAL TAX ON REAL PROPERTY WITHIN THE
DISTRICT TO PAY FOR INCREASED FIRE PROTECTION SERVICES, TO
TAKE EFFECT ONLY UPON APPROVAL BY
TWO-THIRDS OF THE VOTERS OF THE DISTRICT**

WHEREAS, the Antelope Valley Protection District's purpose is to protect life and property within the District's jurisdictional boundaries by preventing and responding to fires and assisting in emergency situations requiring immediate response; and

WHEREAS, in order to provide a level of service consistent with the needs of the District, all moneys collected through this tax will be used for static water supplies, staffing, training and equipment to enhance the capabilities of the Fire District to combat wildland and structural fires; and

WHEREAS, section 53978 of the California Government Code authorizes a local agency which provides fire protection services to propose by ordinance a special tax, other than an ad valorem property tax, for fire protection services provided by the local agency; and

WHEREAS, section 53978 allows the local agency proposing the tax to set in the ordinance the amount of the tax to be levied; and

WHEREAS, section 53978 provides that the special tax shall take effect upon approval of two-thirds of the voters voting upon the measure; and

WHEREAS, the procedures above are consistent with the requirements of California Constitution, Article XIII C (Proposition 218); and

WHEREAS, for the reasons stated herein, the Board of Commissioners of the District wishes to impose a special tax on real property within the District as set forth in this ordinance;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE ANTELOPE VALLEY FIRE PROTECTION DISTRICT ORDAINS as follows:

SECTION ONE: Subject to voter approval and enactment of this ordinance pursuant to Elections Code section 9204 and Article XIII C of the California Constitution, a special tax of \$120.00 shall be imposed upon each taxable parcel of real property within the Antelope Valley Fire Protection District as set forth below.

SECTION TWO: The special tax shall be levied once during the 2023-24 fiscal year at the rates set forth herein, and then levied once during each fiscal year thereafter with percentage adjustments (either increasing or decreasing the amount of the tax) based on the percentage change (if any) during the preceding 12-month period in the Consumer Price Index (specifically, "CPI-U" for the U.S. City Average for All Items) of the bureau of Labor Statistics, United States

Department of labor, or any index substituted by the Department of Labor therefor, but not to exceed \$160.00 per year.

SECTION THREE: The County of Mono is requested to collect the special tax of the Antelope Valley Fire Protection District, as enacted by this ordinance and subject to approval by the voters, for the 2023-24 fiscal year and for each fiscal year thereafter, unless and until the District provides otherwise by ordinance or resolution. The County may deduct its reasonable costs of collection before remitting the balance to the District, as provided by subdivision (d) of Government Code section 59739.

SECTION FOUR: For each fiscal year in which the District desires the County to collect the special tax, it shall determine the amount to be levied on each property within the District and identify the properties upon which the tax is to be charged, in accordance with law. The District will provide such information, as approved by the District Board, to the Mono County Finance Department no later than August 10th of each year, or as soon thereafter as is reasonably practicable and agreed-upon by the County's Finance Director.

ADOPTED this 21st day of July 2022, by the Board of Commissioners of the Antelope Fire Protection District on the following roll call vote:

AYES: 5

NOES: 0


ABSENT: 0

ABSTAIN: 0



Scott Bush, Chair

ATTEST:



Lori Morris, Commission Secretary

APPROVED AS TO CONTENT:



Richard C Nalder, Fire Chief



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Elections

TIME REQUIRED

SUBJECT Consolidation of Elections - Municipal

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

Consider and adopt Resolution R22-____, Consolidating the General Municipal Election with the Statewide General Election on November 8, 2022, and directing the Mono County Elections Division to conduct the election and canvass the returns.

FISCAL IMPACT:

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

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
8/2/2022 8:53 AM	County Counsel	Yes
7/25/2022 1:44 PM	Finance	Yes
8/5/2022 1:56 PM	County Administrative Office	Yes



**CLERK – RECORDER – REGISTRAR
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

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

Scheereen Dedman
Clerk-Recorder-Registrar
760-932-5538
sdedman@mono.ca.gov

Queenie Barnard
Assistant Clerk-Recorder-Registrar
760-932-5534
qbarbard@mono.ca.gov

To: Honorable Board of Supervisors
From: Scheereen Dedman, Clerk of the Board
Date: August 2, 2022

Subject

Consolidation of the November 8, 2022, General Municipal Election for the Town of Mammoth Lakes with the November 8, 2022, Statewide General Election.

Recommended Action

Consider and adopt Resolution R22-___, Consolidating the General Municipal Election for the Town of Mammoth Lakes with the November 8, 2022, Statewide General Election.

Discussion

At the April 20, 2022 meeting of the Town Council of Mammoth Lakes, Resolution No. 22-23 was adopted calling for and giving notice of a General Municipal Election to be held on November 8, 2022, for the purpose of electing three Municipal Officers.

At the same meeting, Resolution 22-24 was adopted requesting that the Mono County Board of Supervisors consent and agree to consolidate the General Municipal Election with the Statewide Primary Election to be held on the same date.

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

Fiscal Impact

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



R22-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS CONSOLIDATING THE GENERAL MUNICIPAL
ELECTION FOR THE TOWN OF MAMMOTH LAKES WITH THE NOVEMBER 8,
2022, STATEWIDE GENERAL ELECTION**

WHEREAS, on April 20, 2022, the Town Council of the Town of Mammoth Lakes adopted Resolution R22-23, calling and giving notice of the holding of a General Municipal Election to be held on Tuesday, November 8, 2022, for the purpose of electing three members to the Town Council for four-year terms; and

WHEREAS, on April 20, 2022, the Town Council of the Town of Mammoth Lakes adopted Resolution 22-24, requesting that the Board of Supervisors consolidate the General Municipal Election of November 8, 2022, with the Statewide General Election to be held on that same date; and

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

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

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

SECTION 1: Pursuant to §10400, *et seq.*, of the California Elections Code, the Mono County Board of Supervisors consents and agrees to the consolidation of the General Municipal Election called within the Town of Mammoth Lakes on November 8, 2022, with the Statewide General Election to be held on Tuesday, November 8, 2022, for the purpose of the election of three members of the Town Council for the Town of Mammoth Lakes.

SECTION 2: The Mono County Elections Division is instructed to take any and all steps necessary for the holding of the consolidated election. The election shall be held in all respects as

1 if there were only one election. Only one form of ballot shall be used and shall be in form and
2 content as required by law.

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

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

7
8 **PASSED, APPROVED and ADOPTED** this 2nd day of August, 2022, by the following
9 vote, to wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**

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18 Bob Gardner, Chair
19 Mono County Board of Supervisors

20 **ATTEST:**

21 **APPROVED AS TO FORM:**

22
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24 Clerk of the Board

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32 County Counsel

From: Jamie Gray <jgray@townofmammothlakes.ca.gov>
Sent: Monday, April 25, 2022 9:14 AM
To: Scheereen Dedman
Cc: Queenie Barnard
Subject: Request for election consolidation
Attachments: R22-23.pdf; R22-24.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Scheereen,

Attached please find two resolutions adopted by the Town Council of the Town of Mammoth Lakes at their meeting of April 20, 2022. Resolution No. 22-23 calls and gives notice of a General Municipal Election to fill three seats on the Town Council, and Resolution No. 22-24 requests the Mono County Board of Supervisors to consolidate the election with the Statewide Election on the same date.

Could you please include the request for consolidation on the Board's agenda for approval at your earliest convenience? Feel free to call me at 760-965-3602 should you have questions or require further information.

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

Best regards,
Jamie

Jamie Gray, Town Clerk
Town of Mammoth Lakes
PO Box 1609
Mammoth Lakes, CA 93546
(760)965-3602
jgray@townofmammothlakes.ca.gov

Disclaimer: Public documents and records are available to the public as provided under the California Public Records Act (Government Code Section 6250-6270). This e-mail may be considered subject to the Public Records Act and may be disclosed to a third-party requester.

RESOLUTION NO. 22-23

RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,
CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL
ELECTION ON TUESDAY, NOVEMBER 8, 2022 FOR THE ELECTION OF
CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF
THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California a General Municipal Election shall be held on November 8, 2022 for the election of Municipal Officers; and

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the Town of Mammoth Lakes, California, on Tuesday, November 8, 2022 a General Municipal Election for the purpose of electing three Members of the Town Council for the full term of four years.

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

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

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

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

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 20th day of April, 2022.



LYNDA SALCIDO, Mayor

ATTEST:



JAMIE GRAY, Town Clerk

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

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 22-23 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 20th day of April 2022, by the following vote:


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

- NOES: None

- ABSENT: None

- ABSTAIN: None

- DISQUALIFICATION: None



JAMIE GRAY, Town Clerk

RESOLUTION NO. 22-24

A RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,
REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF
MONO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON
NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE
HELD ON THE DATE PURSUANT TO
SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the Town Council of the Town of Mammoth Lakes called a General Municipal Election to be held on November 8, 2022 for the purpose of the election of three Members of the Town Council; and

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

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

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Mono is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of the election of three Members of the Town Council. The Town Council acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418 of the Elections Code.

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

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

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

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


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

PASSED, APPROVED, AND ADOPTED this 20th day of April, 2022.



LYNDA SALCIDO, Mayor

ATTEST:



JAMIE GRAY, Town Clerk

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

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 22-24 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 20th day of April 2022, by the following vote:


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

NOES: None

ABSENT: None

ABSTAIN: None

DISQUALIFICATION: None



JAMIE GRAY, Town Clerk



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Reappointments to the Mammoth
Lakes Mosquito Abatement District

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

In May 2018, the Board of Supervisors approved the applications of Jeff Boucher, Stephen Ganong, Dan Schaller, and Lyle Koegler to four-year terms on the Mammoth Mosquito Abatement District Board of Trustees. Unfortunately, due to staffing changes, the terms have expired, but the aforementioned Trustees have reapplied to be appointed to the Board of Trustees. There are a total of five seats. If approved, there will be one vacant seat. Vacancy notices have been posted.

RECOMMENDED ACTION:

Reappoint Jeff Boucher, Stephen Ganong, Dan Schaller and Lyle Koegler to four-year terms on the Mammoth Lakes Mosquito Abatement District Board of Trustees, all of which will expire May 15, 2026.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
8/5/2022 6:11 PM	County Counsel	Yes

8/5/2022 6:12 PM

Finance

Yes

8/5/2022 6:12 PM

County Administrative Office

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Compensation for Planning
Commissioner Service as
Administrative Appeal Hearing
Officers

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The presentation of a resolution to the Board of Supervisors to establish compensation for planning commissioners serving as administrative appeal hearing officers, as currently there is no compensation policy in place.

RECOMMENDED ACTION:

Approve Resolution R22-___, Establishing compensation for Mono County Planning Commissioners when they serve as administrative hearing officers pursuant to Mono County Code Section 1.12.050

FISCAL IMPACT:

One hearing a year is typical. Proposed rate is \$200 per hour spent serving as a hearing office. Funding has been allocated in the Board of Supervisors budget for Administrative Appeal hearings for the 2022-23 Fiscal Year

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
Resolution

History

Time

Who

Approval

8/3/2022 3:28 AM	County Counsel	Yes
7/26/2022 10:32 AM	Finance	Yes
8/5/2022 1:56 PM	County Administrative Office	Yes



**CLERK – RECORDER – REGISTRAR
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

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

Scheereen Dedman
Clerk-Recorder-Registrar
760-932-5538
sdedman@mono.ca.gov

Queenie Barnard
Assistant Clerk-Recorder-Registrar
760-932-5534
qbarbard@mono.ca.gov

To: Honorable Board of Supervisors
From: Scheereen Dedman, Clerk of the Board
Date: August 2, 2022

Subject

Establishing Compensation for Mono County Planning Commissioners Serving as Administrative Hearing Officers

Recommended Action

Approve Resolution R22-___, Establishing compensation for Mono County Planning Commissioners servicing as administrative hearing officers pursuant to Mono County Code Section 1.12.050

Discussion

Per Mono County Code 1.12.05, (A) Any person receiving an administrative citation may request an appeal hearing within ten business days from the date the citation was issued was imposed, and (B) As soon as practicable after receiving the written request for a hearing, the [Clerk] shall appoint a hearing office who shall be either a planning commissioner or an independent professional qualified to act as the hearing officer if no planning commissioner is willing or able to serve.

Currently, planning commissioners who volunteer as hearing officers are not compensated for their time. However, administrative appeal proceedings are time consuming judicial matters that require considerable preparation in order to understand the legal matter, as well as the time spent listening to both parties, and preparing a decision. Some planning commissioners might even require additional training in order to be able to serve in this function. Higher level of analysis and procedural structure than is typically required of a commissioner. If we are unable to find a planning commissioner to serve as a hearing officer, we must hire outside counsel, which could cost upwards to \$400 per hour.

Fiscal Impact

Administrative Appeals cannot be predicted. One hearing a year is typical. Funding has been allocated in the Board of Supervisors budget for Administrative Appeal hearings for the 2022-23 Fiscal Year.



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
ESTABLISHING COMPENSATION FOR MONO COUNTY PLANNING
COMMISSIONERS SERVING AS ADMINISTRATIVE HEARING OFFICERS
PURSUANT TO MONO COUNTY CODE SECTION 1.12.050**

WHEREAS, section 2.36.050 of the Mono County Code provides that members of the planning commission shall be compensated in amounts established by resolution of the board of supervisors; and

WHEREAS, Resolution R80-134 currently provides for compensation in the amount of \$100 per meeting, plus an additional \$25 per meeting for the chair, for each meeting of the planning commission; and

WHEREAS, Mono County Code section 1.12.050 establishes that members of the planning commission may serve as administrative hearing officers to hear appeals of administrative citations issued by the County's Code Compliance Specialist; and,

WHEREAS, planning commissioners are so appointed and do regularly serve as hearing officers in these appeals, however no compensation has been set or authorized for such service; and

WHEREAS, the Board of Supervisors now wishes to establish the amount and conditions of compensation to be paid to planning commissioners when serving as administrative hearing officers pursuant to Mono County Code section 1.12.050;

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

SECTION ONE: Any planning commissioner appointed by the County Administrative Officer pursuant to section 1.12.050 of the Mono County Code to serve as a hearing officer in an appeal of an administrative citation issued pursuant to Chapter 1.12, shall be compensated as follows:

A. \$200 per hour for time spent serving as hearing officer during the hearing.

1 B. \$200 per hour for time spent preparing for and reviewing evidence and drafting an
2 opinion/order following the close of the hearing.

3 **SECTION TWO:** Payment to planning commissioners for their service as hearing
4 officers pursuant to this resolution shall be made from the Board of Supervisors budget.

5 **PASSED, APPROVED and ADOPTED** this 9th day of August, 2022, by the following
6 vote, to wit:

7 **AYES:**

8 **NOES:**

9 **ABSENT:**

10 **ABSTAIN:**

11
12 _____
13 Bob Gardner, Chair
14 Mono County Board of Supervisors

15 **ATTEST:**

APPROVED AS TO FORM:

16
17 _____
18 Clerk of the Board

19
20 _____
21 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 6/30/2022.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 6/30/2022.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Treasury Transaction Report for the month ending 6/30/2022

History

Time	Who	Approval
8/2/2022 8:55 AM	County Counsel	Yes
7/25/2022 1:46 PM	Finance	Yes
8/5/2022 1:57 PM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 5/31/2022, End Date: 6/30/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	6/1/2022	13032UC48	500,000.00	California Health Facilities Financing Authority 3	98.37	491,870.00	0.00	3.60	491,870.00
Buy	6/16/2022	62479MQA4	1,000,000.00	MUFG Bank LTD 0 3/10/2023	97.66	976,563.33	0.00	3.24	976,563.33
Buy	6/17/2022	46625HRL6	500,000.00	JPMorgan Chase & Co 2.7 5/18/2023-23	99.44	497,220.00	1,087.50	3.32	498,307.50
Buy	6/22/2022	62479MGN7	1,000,000.00	MUFG Bank LTD 0 7/22/2022	99.87	998,650.00	0.00	1.62	998,650.00
Buy	6/22/2022	89233HLN2	1,000,000.00	Toyota Motor Credit Corp. 0 11/22/2022	98.92	989,247.50	0.00	2.56	989,247.50
Buy	6/28/2022	3135G0U43	1,000,000.00	FNMA 2.875 9/12/2023	99.84	998,390.00	8,465.28	3.01	1,006,855.28
Buy	6/29/2022	52171MAA3	249,000.00	Leaders Credit Union 3 6/29/2023	100.00	249,000.00	0.00	3.00	249,000.00
Subtotal			5,249,000.00			5,200,940.83	9,552.78		5,210,493.61
Deposit	6/1/2022	CAMP60481	7,172.76	California Asset Management Program LGIP	100.00	7,172.76	0.00	0.00	7,172.76
Deposit	6/14/2022	USBANK920	3.25	US BANK Cash	100.00	3.25	0.00	0.00	3.25
Deposit	6/15/2022	CAMP60481	3,000,000.00	California Asset Management Program LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	6/16/2022	CAMP60481	3,000,000.00	California Asset Management Program LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	6/24/2022	CAMP60481	3,000,000.00	California Asset Management Program LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	6/30/2022	CAMP60481	26,637.93	California Asset Management Program LGIP	100.00	26,637.93	0.00	0.00	26,637.93
Deposit	6/30/2022	OAKVALLEY0670	14.49	Oak Valley Bank Cash	100.00	14.49	0.00	0.00	14.49
Deposit	6/30/2022	OAKVALLEY0670	2,626.27	Oak Valley Bank Cash	100.00	2,626.27	0.00	0.00	2,626.27
Deposit	6/30/2022	OAKVALLEY0670	25,564,491.56	Oak Valley Bank Cash	100.00	25,564,491.56	0.00	0.00	25,564,491.56
Subtotal			34,600,946.26			34,600,946.26	0.00		34,600,946.26
Total Buy Transactions			39,849,946.26			39,801,887.09	9,552.78		39,811,439.87
Interest/Dividends									
Interest	6/1/2022	41987YAV8	0.00	Hawaiian Gardens Redev 2.714 12/1/2023		0.00	6,785.00	0.00	6,785.00
Interest	6/1/2022	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	6/1/2022	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	6/1/2022	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 5/31/2022, End Date: 6/30/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	6/1/2022	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	6/1/2022	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	624.25	0.00	624.25
Interest	6/1/2022	378612AE5	0.00	City of Glendora CA POB 1.898 6/1/2024		0.00	4,745.00	0.00	4,745.00
Interest	6/1/2022	765761BH3	0.00	City of Ridgecrest California 5 6/1/2022		0.00	11,000.00	0.00	11,000.00
Interest	6/1/2022	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	676.27	0.00	676.27
Interest	6/1/2022	3133ENGC8	0.00	FFCB 1.32 6/1/2026		0.00	6,600.00	0.00	6,600.00
Interest	6/1/2022	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	6/2/2022	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	6/5/2022	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	592.14	0.00	592.14
Interest	6/7/2022	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	6/8/2022	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	6/8/2022	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	6/9/2022	313383QR5	0.00	FHLB 3.25 6/9/2023		0.00	7,312.50	0.00	7,312.50
Interest	6/9/2022	90520EAK7	0.00	MUFG Union Bank NA 2.1 12/9/2022		0.00	5,250.00	0.00	5,250.00
Interest	6/9/2022	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	6/10/2022	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	740.18	0.00	740.18
Interest	6/10/2022	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	426.57	0.00	426.57
Interest	6/10/2022	3133ELH80	0.00	FFCB 0.68 6/10/2025-22		0.00	3,400.00	0.00	3,400.00
Interest	6/10/2022	3130AQ3F8	0.00	FHLB 1.15 12/10/2024-22		0.00	5,750.00	0.00	5,750.00
Interest	6/11/2022	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	6/12/2022	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	6/13/2022	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	6/13/2022	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	6/13/2022	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	6/13/2022	3130A5R35	0.00	FHLB 2.875 6/13/2025		0.00	10,853.13	0.00	10,853.13
Interest	6/14/2022	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 5/31/2022, End Date: 6/30/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	6/14/2022	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	6/14/2022	USBANK920	0.00	US BANK Cash		0.00	3.25	0.00	3.25
Interest	6/14/2022	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	551.42	0.00	551.42
Interest	6/15/2022	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	6/15/2022	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	6/15/2022	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	6/15/2022	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	624.25	0.00	624.25
Interest	6/16/2022	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	6/16/2022	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	697.88	0.00	697.88
Interest	6/16/2022	17330FUE9	0.00	Citigroup Global Markets 2.75 6/16/2023		0.00	1,145.83	0.00	1,145.83
Interest	6/17/2022	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	6/17/2022	24422EVR7	0.00	John Deere Capital Corp 1.05 6/17/2026		0.00	2,625.00	0.00	2,625.00
Interest	6/18/2022	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	6/18/2022	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	6/18/2022	89236TJK2	0.00	Toyota Motor Credit Corp 1.125 6/18/2026		0.00	2,812.50	0.00	2,812.50
Interest	6/18/2022	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	426.57	0.00	426.57
Interest	6/18/2022	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	6/19/2022	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	697.88	0.00	697.88
Interest	6/19/2022	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	488.99	0.00	488.99
Interest	6/20/2022	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	6/20/2022	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	6/22/2022	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	6/22/2022	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	6/22/2022	3130AQAF0	0.00	FHLB 0.8 12/22/2023-22		0.00	4,000.00	0.00	4,000.00
Interest	6/23/2022	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 5/31/2022, End Date: 6/30/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	6/23/2022	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	6/24/2022	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	645.05	0.00	645.05
Interest	6/24/2022	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60
Interest	6/25/2022	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	6/25/2022	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	6/26/2022	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	6/26/2022	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	6/26/2022	3137EAES4	0.00	FHLMC 0.25 6/26/2023		0.00	1,250.00	0.00	1,250.00
Interest	6/26/2022	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	6/26/2022	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	6/27/2022	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	6/27/2022	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	6/27/2022	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	6/28/2022	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	561.82	0.00	561.82
Interest	6/28/2022	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	697.88	0.00	697.88
Interest	6/29/2022	3133EMN81	0.00	FFCB 0.31 12/29/2023-21		0.00	1,550.00	0.00	1,550.00
Interest	6/29/2022	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	447.38	0.00	447.38
Interest	6/29/2022	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33
Interest	6/29/2022	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	6/30/2022	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	409.32	0.00	409.32
Interest	6/30/2022	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	235.36	0.00	235.36
Interest	6/30/2022	91282CCK5	0.00	T-Note 0.125 6/30/2023		0.00	625.00	0.00	625.00
Interest	6/30/2022	CAMP60481	0.00	California Asset Management Program LGIP		0.00	26,637.93	0.00	26,637.93
Interest	6/30/2022	LAIF6000Q	0.00	Local Agency Investment Fund LGIP		0.00	68,687.18	0.00	68,687.18
Interest	6/30/2022	912828ZX1	0.00	T-Note 0.125 6/30/2022		0.00	625.00	0.00	625.00
Interest	6/30/2022	91282CBC4	0.00	T-Note 0.375 12/31/2025		0.00	1,875.00	0.00	1,875.00
Interest	6/30/2022	USBANK920	0.00	US BANK Cash		0.00	10.31	0.00	10.31



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 5/31/2022, End Date: 6/30/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	6/30/2022	9128286Z8	0.00	T-Note 1.75 6/30/2024		0.00	8,750.00	0.00	8,750.00
Interest	6/30/2022	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	665.86	0.00	665.86
Interest	6/30/2022	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	695.84	0.00	695.84
Interest	6/30/2022	912828N30	0.00	T-Note 2.125 12/31/2022		0.00	10,625.00	0.00	10,625.00
Interest	6/30/2022	3136G4XZ1	0.00	FNMA 0.74 6/30/2025-21		0.00	2,941.50	0.00	2,941.50
Interest	6/30/2022	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	649.64	0.00	649.64
Interest	6/30/2022	91282CBD2	0.00	T-Note 0.125 12/31/2022		0.00	625.00	0.00	625.00
Interest	6/30/2022	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	14.49	0.00	14.49
Interest	6/30/2022	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,626.27	0.00	2,626.27
Subtotal			0.00			0.00	229,917.63		229,917.63
Total Interest/Dividends			0.00			0.00	229,917.63		229,917.63
Sell Transactions									
Matured	6/1/2022	765761BH3	440,000.00	City of Ridgecrest California 5 6/1/2022	0.00	440,000.00	0.00	0.00	440,000.00
Matured	6/30/2022	912828ZX1	1,000,000.00	T-Note 0.125 6/30/2022	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Subtotal			1,440,000.00			1,440,000.00	0.00		1,440,000.00
Withdraw	6/2/2022	FIT	245,000.00	Funds in Transit Cash	0.00	245,000.00	0.00	0.00	245,000.00
Withdraw	6/14/2022	LAIF6000Q	3,000,000.00	Local Agency Investment Fund LGIP	0.00	3,000,000.00	0.00	0.00	3,000,000.00
Withdraw	6/14/2022	USBANK920	3.25	US BANK Cash	0.00	3.25	0.00	0.00	3.25
Withdraw	6/15/2022	LAIF6000Q	4,000,000.00	Local Agency Investment Fund LGIP	0.00	4,000,000.00	0.00	0.00	4,000,000.00
Withdraw	6/21/2022	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	6/30/2022	OAKVALLEY0670	24,447,959.44	Oak Valley Bank Cash	0.00	24,447,959.44	0.00	0.00	24,447,959.44
Subtotal			33,692,962.69			33,692,962.69	0.00		33,692,962.69
Total Sell Transactions			35,132,962.69			35,132,962.69	0.00		35,132,962.69



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Finance

TIME REQUIRED

SUBJECT Quarterly Investment Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Investment Report for the Quarter ending 6/30/2022.

RECOMMENDED ACTION:

Approve the Investment Report for the Quarter ending 6/30/2022.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Investment Report for the Quarter ending 6/30/2022](#)

History

Time	Who	Approval
8/2/2022 8:56 AM	County Counsel	Yes
7/25/2022 1:46 PM	Finance	Yes
8/5/2022 1:57 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank, CGIP
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM, MPA
Finance Director

Kimberly Bunn
Assistant Finance Director
Auditor-Controller

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Date: August 9, 2022
To: Honorable Board of Supervisors
Treasury Oversight Committee
Treasury Pool Participants
From: Gerald Frank
Subject: Quarterly Investment Report

The Treasury Pool investment report for the quarter ended June 30, 2022 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par value, dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Distribution by Asset Category – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Face Value** – Provides a bar graph to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows growth in the current mix of cash and investments when compared to prior months and particularly the same time last year. Additionally, the section at the bottom shows maturity by month for all non-same day investments.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, the county pool performance in comparison to two-year US Treasuries and the California Local Agency Investment Fund (LAIF).
- **Mono County Treasury Pool Participants** – Provides a graphic to make it easy to see the types of pool participants.

The County also has monetary assets held outside the County Treasury including:

- The Sheriff's Department has two accounts: The Civil Trust Account and the Sheriff's Revolving Fund. The balances in these accounts as of June 30, 2022 were \$39,300 and \$3,573 respectively.
- Mono County's OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$24,668,840 as of June 30, 2022. This is an irrevocable trust to mitigate the liability for the County's obligation to pay for retiree health benefits.

The Treasury was in compliance with the Mono County Investment Policy on June 30, 2022.

Weighted Average Maturity (WAM) as of June 30, 2022 was 543 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a book basis, the portfolio totaled \$187,615,373 and the market value was \$183,375,102 (calculated by US Bank) or 97.73% of book value. Market value does not include accrued interest, which was \$408,393 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	9/30/2021	12/31/2021	3/31/2022	6/30/2022
Average Daily Balance	131,503,694	143,360,604	151,448,581	170,716,890
Earned Interest (including accruals)	403,161	420,363	428,500	596,578
Earned Interest Rate	1.2163%	1.1633%	1.1475%	1.4017%
Number of Days in Quarter	92	92	90	91
Interest Received (net of amortized costs)	397,227	392,359	407,424	580,449
Administration Costs	\$12,550	\$8,423	\$19,632	\$11,374
Net Interest for Apportionment	\$384,677	\$383,936	\$387,792	\$569,075



Mono County

Portfolio Holdings by Security Sector

As of June 30, 2022

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Cash												
Oak Valley Bank Cash	OAKVALLEY0670	2/28/2009	6,447,738.20	6,447,738.20	6,447,738.20	0.734	0.734	N/A	1	None		3.43
Sub Total / Average Cash			6,447,738.20	6,447,738.20	6,447,738.20	0.734	0.734		1		0.00	3.43
Local Government Investment Pools												
California Asset Management Program LGIP	CAMP60481	8/3/2017	33,035,934.58	33,035,934.58	33,035,934.58	1.080	1.080	N/A	1	None		17.60
Local Agency Investment Fund LGIP	LAIF6000Q	7/1/2014	28,606,727.44	28,606,727.44	28,606,727.44	0.861	0.861	N/A	1	NR		15.24
Sub Total / Average Local Government Investment Pools			61,642,662.02	61,642,662.02	61,642,662.02	0.978	0.978		1		0.00	32.83
CD Negotiable												
Abacus Federal Savings Bank 1.75 10/18/2024	00257TBJ4	10/18/2019	249,000.00	249,000.00	240,299.94	1.750	1.750	10/18/2024	841	None	143.26	0.13
ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022	01748DAX4	9/29/2017	245,000.00	245,000.00	245,210.70	2.150	2.150	9/29/2022	91	None	14.43	0.13
Ally Bank 1.9 8/22/2022	02007GLF8	9/18/2019	246,947.10	247,000.00	247,039.52	1.900	2.053	8/22/2022	53	None	1,645.76	0.13
American Express National Bank 3 5/4/2027	02589ACK6	5/4/2022	246,000.00	246,000.00	241,259.58	3.000	3.000	5/4/2027	1,769	None	1,152.49	0.13
Apex Bank 3.1 8/24/2023	03753XBD1	8/24/2018	245,000.00	245,000.00	245,467.95	3.100	3.100	8/24/2023	420	None	124.85	0.13
Austin Telco FCU 1.8 2/28/2025	052392AA5	2/28/2020	249,000.00	249,000.00	238,220.79	1.800	1.800	2/28/2025	974	None	356.10	0.13
AXOS Bank 1.65 3/26/2025	05465DAE8	3/26/2020	249,000.00	249,000.00	237,787.53	1.650	1.650	3/26/2025	1,000	None	45.02	0.13
Bank Hapoalim B.M. 3.5 11/14/2023	06251AV31	11/14/2018	245,000.00	245,000.00	246,543.50	3.500	3.500	11/14/2023	502	None	1,104.18	0.13
Bank of Baroda New York 3.3 9/28/2023	06062R4E9	11/19/2018	244,654.39	245,000.00	245,970.20	3.300	3.423	9/28/2023	455	None	2,082.16	0.13
Bank of Botetourt 1.75 10/25/2024	063907AA7	10/25/2019	249,000.00	249,000.00	240,220.26	1.750	1.750	10/25/2024	848	None	59.69	0.13
Bank of Deerfield 2.85 2/15/2024	061785DY4	2/15/2019	249,000.00	249,000.00	247,862.07	2.850	2.850	2/15/2024	595	None	291.64	0.13
Bank of Delight 2.85 2/22/2024	061803AH5	2/22/2019	249,000.00	249,000.00	247,814.76	2.850	2.850	2/22/2024	602	None	155.54	0.13
Bank of New England 3.2 7/31/2023	06426KAM0	8/9/2018	247,000.00	247,000.00	247,785.46	3.200	3.200	7/31/2023	396	None	0.00	0.13
Beal Bank USA 1.9 2/17/2027	07371CE88	2/23/2022	247,000.00	247,000.00	231,078.38	1.900	1.900	2/17/2027	1,693	None	1,632.91	0.13
Beal Bank, a Texas State Bank 1.9 2/17/2027	07371AYE7	2/23/2022	247,000.00	247,000.00	231,078.38	1.900	1.900	2/17/2027	1,693	None	1,632.91	0.13
Belmont Savings Bank 2.7 2/28/2023	080515CH0	2/28/2018	245,000.00	245,000.00	245,617.40	2.700	2.700	2/28/2023	243	None	36.25	0.13
BENEFICIAL BANK 2.15 10/18/2022	08173QBX3	10/18/2017	245,000.00	245,000.00	245,205.80	2.150	2.150	10/18/2022	110	None	1,053.50	0.13
Caldwell Bank & Trust Company 1.95 8/19/2024	128829AE8	8/19/2019	247,000.00	247,000.00	240,096.35	1.950	1.950	8/19/2024	781	None	1,728.66	0.13
Capital One Bank USA NA 2 8/21/2024	14042TCB1	8/30/2019	245,000.00	245,000.00	238,382.55	2.000	2.000	8/21/2024	783	None	1,731.78	0.13
Capital One NA 2.8 4/20/2027	14042RQS3	4/20/2022	246,000.00	246,000.00	239,175.96	2.800	2.800	4/20/2027	1,755	None	1,339.86	0.13
Celtic Bank 1.35 4/2/2025	15118RUR6	4/2/2020	249,000.00	249,000.00	235,745.73	1.350	1.350	4/2/2025	1,007	None	257.87	0.13
Centerstate Bank 1 4/30/2025	15201QDK0	5/13/2020	248,000.00	248,000.00	232,125.52	1.000	1.000	4/30/2025	1,035	None	414.47	0.13
CF Bank 2 8/13/2024	15721UDA4	8/13/2019	249,000.00	249,000.00	242,321.82	2.000	2.000	8/13/2024	775	None	231.95	0.13
City National Bank of Metropolis 1.65 2/14/2025	17801GBX6	2/14/2020	249,000.00	249,000.00	238,310.43	1.650	1.650	2/14/2025	960	None	180.10	0.13
Commercial Bank Harrogate 3.4 11/15/2023	20143PDV9	11/15/2018	249,000.00	249,000.00	250,240.02	3.400	3.400	11/15/2023	503	None	347.92	0.13
Commercial Savings Bank 1.8 10/18/2024	202291AG5	10/18/2019	247,000.00	247,000.00	238,673.63	1.800	1.800	10/18/2024	841	None	889.20	0.13
Congressional Bank 2.1 7/24/2024	20726ABD9	7/24/2019	247,000.00	247,000.00	241,091.76	2.100	2.100	7/24/2024	755	None	2,231.12	0.13
Connex Credit Union 0.5 8/26/2024	208212AR1	8/26/2021	249,000.00	249,000.00	234,435.99	0.500	0.500	8/26/2024	788	None	13.64	0.13
Cornerstone Community Bank 2.6 5/17/2024	219240BY3	5/17/2019	249,000.00	249,000.00	246,061.80	2.600	2.600	5/17/2024	687	None	230.58	0.13
Country Bank New York 3 1/25/2024	22230PBY5	1/25/2019	249,000.00	249,000.00	248,564.25	3.000	3.000	1/25/2024	574	None	102.33	0.13
Crossfirst Bank 2.05 8/18/2022	22766ABN4	8/18/2017	245,000.00	245,000.00	245,093.10	2.050	2.050	8/18/2022	49	None	165.12	0.13
Delta National Bank and Trust 0.55 7/21/2025	24773RBW4	7/31/2020	249,000.00	249,000.00	228,554.61	0.550	0.550	7/21/2025	1,117	None	562.81	0.13
Direct Federal Credit Union 3.5 9/11/2023	25460FCF1	12/10/2018	249,000.00	249,000.00	250,603.56	3.500	3.500	9/11/2023	438	None	477.53	0.13
Discover Bank 3.2 5/19/2027	254673D94	5/19/2022	246,000.00	246,000.00	243,375.18	3.200	3.200	5/19/2027	1,784	None	927.39	0.13
Dollar BK Fed Savings BK 2.9 4/13/2023	25665QAX3	4/13/2018	245,000.00	245,000.00	245,769.30	2.900	2.900	4/13/2023	287	None	1,518.33	0.13
Eaglemark Savings Bank 2 3/2/2027	27004QCM3	3/2/2022	247,000.00	247,000.00	231,994.75	2.000	2.000	3/2/2027	1,706	None	1,624.11	0.13
Enerbank USA 3.2 8/30/2023	29278TCP3	8/31/2018	245,000.00	245,000.00	245,737.45	3.200	3.200	8/30/2023	426	None	0.00	0.13
Enterprise Bank & Trust 1.8 11/8/2024	29367SJK8	11/8/2019	249,000.00	249,000.00	240,347.25	1.800	1.800	11/8/2024	862	None	270.15	0.13
Evansville Teachers Federal Credit Union 2.6 6/12/	299547AQ2	6/12/2019	249,000.00	249,000.00	245,812.80	2.600	2.600	6/12/2024	713	None	514.37	0.13
Farmers State Bank 2.35 9/19/2022	310567AB8	1/19/2018	245,000.00	245,000.00	245,294.00	2.350	2.350	9/19/2022	81	None	173.51	0.13
First Bank of Highland 2.2 8/9/2022	319141HD2	8/9/2017	245,000.00	245,000.00	245,122.50	2.200	2.200	8/9/2022	40	None	2,082.16	0.13
First Jackson Bank 1.05 3/27/2025	32063KAV4	3/27/2020	248,336.71	249,000.00	233,865.78	1.050	1.150	3/27/2025	1,001	None	21.49	0.13
First Kentucky Bank Inc 2.55 4/26/2024	32065TAZ4	4/26/2019	249,000.00	249,000.00	246,039.39	2.550	2.550	4/26/2024	666	None	69.58	0.13



Mono County Portfolio Holdings by Security Sector As of June 30, 2022

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
First Missouri State Bank 2.85 8/14/2023	32100LBY0	2/13/2019	246,000.00	246,000.00	245,810.58	2.850	2.850	8/14/2023	410	None	2,631.53	0.13
First National Bank Dama 2.8 5/5/2023	32117BCX4	3/5/2019	249,000.00	249,000.00	249,420.81	2.800	2.800	5/5/2023	309	None	477.53	0.13
First National Bank of McGregor 2.85 2/21/2024	32112UCW9	2/21/2019	249,000.00	249,000.00	247,822.23	2.850	2.850	2/21/2024	601	None	194.42	0.13
First National Bank of Michigan 1.65 2/14/2025	32114VBT3	2/14/2020	249,000.00	249,000.00	238,310.43	1.650	1.650	2/14/2025	960	None	180.10	0.13
First Premier Bank 2.05 8/22/2022	33610RQY2	8/22/2017	245,000.00	245,000.00	245,095.55	2.050	2.050	8/22/2022	53	None	1,775.08	0.13
First Service Bank 3.3 5/16/2023	33640VCF3	11/16/2018	249,000.00	249,000.00	249,164.34	3.300	3.300	5/16/2023	320	None	315.17	0.13
Firstier Bank 1.95 8/23/2024	33766LAJ7	8/23/2019	249,000.00	249,000.00	241,965.75	1.950	1.950	8/23/2024	785	None	93.12	0.13
Flagstar Bank FSB 0.6 7/22/2025	33847E3W5	7/22/2020	249,000.00	249,000.00	228,913.17	0.600	0.600	7/22/2025	1,118	None	650.81	0.13
FNB Bank Inc/Romney 3 1/16/2024	30257JAM7	1/16/2019	249,000.00	249,000.00	248,912.85	3.000	3.000	1/16/2024	565	None	306.99	0.13
Fulton Bank 2.85 3/7/2023	359899AE1	3/7/2019	245,000.00	245,000.00	245,845.25	2.850	2.850	3/7/2023	250	None	2,199.97	0.13
Goldman Sachs Bank USA 0.85 7/28/2026	38149MXX7	7/28/2021	248,000.00	248,000.00	224,514.40	0.850	0.850	7/28/2026	1,489	None	883.63	0.13
Great Plains Bank 2.8 2/27/2024	39115UBE2	2/27/2019	249,000.00	249,000.00	247,580.70	2.800	2.800	2/27/2024	607	None	57.30	0.13
Haddon Savings Bank 0.35 10/20/2025	40473ODA8	11/12/2020	247,780.42	249,000.00	225,526.77	0.350	0.486	10/20/2025	1,208	None	171.91	0.13
Healthcare Systems Federal Credit Union 3.2 1/18/2	42228LAC5	1/18/2019	245,000.00	245,000.00	246,372.00	3.200	3.200	1/18/2023	202	None	3,501.15	0.13
High Plains Bank 3 1/16/2024	42971GAA9	1/16/2019	245,000.00	245,000.00	244,617.80	3.000	3.000	1/16/2024	565	None	3,322.60	0.13
Home Savings Bank UT 2.85 2/12/2024	43733LBF3	2/12/2019	246,000.00	246,000.00	244,895.46	2.850	2.850	2/12/2024	592	None	2,650.73	0.13
Industrial and Commercial Bank of China USA, NA 2.	45581EAR2	2/14/2018	245,000.00	245,000.00	245,580.65	2.650	2.650	2/14/2023	229	None	284.60	0.13
Inspire Federal Credit Union 1.15 3/18/2025	457731AK3	3/18/2020	249,000.00	249,000.00	234,660.09	1.150	1.150	3/18/2025	992	None	94.14	0.13
Institution for Savings in Newburyport 0.85 7/29/2	45780PAX3	7/29/2021	249,000.00	249,000.00	225,250.38	0.850	0.850	7/29/2026	1,490	None	5.80	0.13
Jefferson Financial Credit Union 3.35 10/19/2023	474067AQ8	10/19/2018	245,000.00	245,000.00	246,092.70	3.350	3.350	10/19/2023	476	None	1,619.01	0.13
Kemba Financial Credit Union 1.75 10/18/2024	48836LAF9	10/18/2019	249,000.00	249,000.00	240,299.94	1.750	1.750	10/18/2024	841	None	143.26	0.13
Knox TVA Employee Credit Union 3.25 8/30/2023	499724AD4	8/30/2018	245,000.00	245,000.00	245,877.10	3.250	3.250	8/30/2023	426	None	632.64	0.13
Lafayette Federal Credit Union 3.5 11/20/2023	50625LAK9	11/20/2018	249,000.00	249,000.00	250,571.19	3.500	3.500	11/20/2023	508	None	238.77	0.13
Leaders Credit Union 3 6/29/2023	52171MAA3	6/29/2022	249,000.00	249,000.00	249,341.13	3.000	3.000	6/29/2023	364	None	20.47	0.13
Lebanon Federal Credit Union 3.2 9/21/2023	52248LAA4	9/21/2018	245,000.00	245,000.00	245,686.00	3.200	3.200	9/21/2023	448	None	2,169.42	0.13
Live Oak Banking Company 1.85 1/20/2025	538036HP2	1/24/2020	249,000.00	249,000.00	239,829.33	1.850	1.850	1/20/2025	935	None	366.00	0.13
Maine Savings Federal Credit Union 3.3 5/19/2023	560507AJ4	10/19/2018	249,000.00	249,000.00	250,381.95	3.300	3.300	5/19/2023	323	None	247.64	0.13
Mainstreet Bank 2.6 4/26/2024	56065GAG3	4/26/2019	249,000.00	249,000.00	246,258.51	2.600	2.600	4/26/2024	666	None	70.95	0.13
MEDALLION BANK 2.15 10/11/2022	58404DAP6	10/11/2017	245,000.00	245,000.00	245,210.70	2.150	2.150	10/11/2022	103	None	1,168.95	0.13
Merrick Bank 2.05 8/10/2022	59013ZP7	8/10/2017	245,000.00	245,000.00	245,085.75	2.050	2.050	8/10/2022	41	None	275.21	0.13
Metro Credit Union 1.7 2/18/2027	59161YAP1	2/18/2022	249,000.00	249,000.00	230,750.79	1.700	1.700	2/18/2027	1,694	None	336.32	0.13
Michigan Legacy Credit Union 3.45 11/9/2023	59452WAE8	11/9/2018	249,000.00	249,000.00	250,414.32	3.450	3.450	11/9/2023	497	None	494.25	0.13
Midwest Bank of West IL 3.3 8/29/2022	59828PCA6	11/28/2018	249,000.00	249,000.00	249,610.05	3.300	3.300	8/29/2022	60	None	45.02	0.13
Morgan Stanley Bank 2.65 1/11/2023	61747MF63	1/11/2018	245,000.00	245,000.00	245,651.70	2.650	2.650	1/11/2023	195	None	3,023.90	0.13
Morgan Stanley Private Bank 3.55 11/8/2023	61760ARS0	11/8/2018	245,000.00	245,000.00	246,482.25	3.550	3.550	11/8/2023	496	None	1,262.92	0.13
Mountain America Federal Credit Union 3 3/27/2023	62384RAF3	3/27/2018	245,000.00	245,000.00	246,055.95	3.000	3.000	3/27/2023	270	None	302.05	0.13
New York Community Bank 0.7 9/10/2024	649447VN6	9/10/2021	249,000.00	249,000.00	235,267.65	0.700	0.700	9/10/2024	803	None	534.84	0.13
Northland Area Federal Credit Union 2.6 2/13/2023	66649GAB0	2/13/2018	245,000.00	245,000.00	245,507.15	2.600	2.600	2/13/2023	228	None	2,408.38	0.13
Northwest Bank 2.95 2/13/2024	66736ABP3	2/13/2019	249,000.00	249,000.00	248,267.94	2.950	2.950	2/13/2024	593	None	342.12	0.13
Numerica Credit Union 3.4 10/31/2023	67054NAM5	10/31/2018	249,000.00	249,000.00	250,264.92	3.400	3.400	10/31/2023	488	None	0.00	0.13
Pacific Crest Savings Bank 2.85 3/13/2024	69417ACG2	3/13/2019	249,000.00	249,000.00	247,677.81	2.850	2.850	3/13/2024	622	None	330.52	0.13
Pacific Enterprise Bank 1.15 3/31/2025	694231AC5	3/31/2020	249,000.00	249,000.00	234,455.91	1.150	1.150	3/31/2025	1,005	None	0.00	0.13
Pathfinder Bank 0.7 3/11/2026	70320RAX9	3/11/2021	249,000.00	249,000.00	225,982.44	0.700	0.700	3/11/2026	1,350	None	90.73	0.13
Pentagon Federal Credit Union 0.9 9/29/2026	70962LAS1	9/29/2021	249,000.00	249,000.00	224,675.19	0.900	0.900	9/29/2026	1,552	None	6.14	0.13
Peoples Bank Newton NC 2 7/31/2024	710571DS6	8/1/2019	248,688.27	249,000.00	242,441.34	2.000	2.063	7/31/2024	762	None	0.00	0.13
Plains Commerce Bank 2.6 5/10/2024	72651LCJ1	5/10/2019	245,000.00	245,000.00	242,175.15	2.600	2.600	5/10/2024	680	None	890.05	0.13
Preferred Bank LA Calif 2 8/16/2024	740367HP5	8/16/2019	249,000.00	249,000.00	242,291.94	2.000	2.000	8/16/2024	778	None	191.01	0.13
Raymond James Bank, NA 2 8/23/2024	75472RAE1	8/23/2019	247,000.00	247,000.00	240,311.24	2.000	2.000	8/23/2024	785	None	1,718.85	0.13
Resource One Credit Union 1.9 11/27/2024	76124YAB2	2/4/2020	246,134.48	245,000.00	236,841.50	1.900	1.700	11/27/2024	881	None	369.85	0.13
Sallie Mae Bank/Salt Lake 2.75 4/10/2024	7954502D6	4/10/2019	245,000.00	245,000.00	243,081.65	2.750	2.750	4/10/2024	650	None	1,495.17	0.13
San Francisco FCU 1.1 3/27/2025	79772FAF3	3/27/2020	249,000.00	249,000.00	234,191.97	1.100	1.100	3/27/2025	1,001	None	22.51	0.13
State Bank of India-Chicago IL 3.6 11/29/2023	856283G59	11/29/2018	245,000.00	245,000.00	246,869.35	3.600	3.600	11/29/2023	517	None	773.26	0.13



Mono County

Portfolio Holdings by Security Sector

As of June 30, 2022

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
State Bank of Reeseville 2.6 4/12/2024	856487AM5	4/12/2019	249,000.00	249,000.00	246,387.99	2.600	2.600	4/12/2024	652	None	319.27	0.13
Synchrony Bank 1.45 4/17/2025	87165FZD9	4/17/2020	248,000.00	248,000.00	235,299.92	1.450	1.450	4/17/2025	1,022	None	729.05	0.13
Third Federal Savings & Loan 1.95 11/25/2024	88413QCK2	11/25/2019	245,000.00	245,000.00	237,167.35	1.950	1.950	11/25/2024	879	None	471.21	0.13
Toyota Financial Savings Bank 0.9 4/22/2026	89235MKY6	4/22/2021	248,000.00	248,000.00	226,347.12	0.900	0.900	4/22/2026	1,392	None	421.94	0.13
Triad Bank/Frontenac MO 1.8 11/8/2024	89579NCB7	11/8/2019	249,000.00	249,000.00	240,347.25	1.800	1.800	11/8/2024	862	None	270.15	0.13
UBS Bank USA 3.45 10/24/2023	90348JEV8	10/24/2018	249,000.00	249,000.00	250,434.24	3.450	3.450	10/24/2023	481	None	141.21	0.13
United Community Bank 1.65 2/7/2025	90983WBT7	2/7/2020	249,000.00	249,000.00	238,397.58	1.650	1.650	2/7/2025	953	None	258.89	0.13
University of Iowa Community Credit Union 3 4/28/2	91435LAB3	4/30/2018	245,000.00	245,000.00	245,872.20	3.000	3.000	4/28/2023	302	None	583.97	0.13
Verus Bank of Commerce 2.8 2/22/2024	92535LCC6	2/22/2019	249,000.00	249,000.00	247,615.56	2.800	2.800	2/22/2024	602	None	152.81	0.13
Washington Federal Bank 2.05 8/23/2024	938828BJ8	8/23/2019	249,000.00	249,000.00	242,481.18	2.050	2.050	8/23/2024	785	None	97.89	0.13
Sub Total / Average CD Negotiable			25,978,541.37	25,980,000.00	25,401,809.81	2.299	2.303		710		74,469.90	13.84
Commercial Paper												
MUFG Bank LTD 0 11/29/2022	62479MLV3	5/31/2022	991,513.33	1,000,000.00	987,710.00	0.000	2.031	11/29/2022	152	Moody's-P1	0.00	0.53
MUFG Bank LTD 0 3/10/2023	62479MQA4	6/16/2022	977,792.22	1,000,000.00	977,040.00	0.000	3.236	3/10/2023	253	Moody's-P1	0.00	0.53
MUFG Bank LTD 0 7/22/2022	62479MGN7	6/22/2022	999,010.00	1,000,000.00	999,000.00	0.000	1.622	7/22/2022	22	Moody's-P1	0.00	0.53
MUFG Bank LTD 0 9/15/2022	62479MJF1	5/16/2022	996,641.94	1,000,000.00	995,190.00	0.000	1.578	9/15/2022	77	Moody's-P1	0.00	0.53
Toyota Motor Credit Corp. 0 11/22/2022	89233HLN2	6/22/2022	989,809.72	1,000,000.00	989,040.00	0.000	2.558	11/22/2022	145	Moody's-P1	0.00	0.53
Sub Total / Average Commercial Paper			4,954,767.21	5,000,000.00	4,947,980.00	0.000	2.205		130		0.00	2.66
Corporate Bonds												
3M Company 2 2/14/2025-25	88579YBH3	1/21/2022	506,557.14	500,000.00	481,520.00	2.000	1.487	2/14/2025	960	Moody's-A1	3,777.78	0.27
Apple Inc 0.7 2/8/2026-21	037833EB2	2/24/2021	497,897.62	500,000.00	455,220.00	0.700	0.819	2/8/2026	1,319	Moody's-Aaa	1,380.56	0.27
Apple Inc. 3.45 5/6/2024-14	037833AS9	5/6/2019	505,435.38	500,000.00	501,680.00	3.450	2.816	5/6/2024	676	Moody's-Aaa	2,587.50	0.27
Bank of New York Mellon 2.1 10/24/2024	06406RAL1	10/24/2019	499,944.37	500,000.00	483,825.00	2.100	2.105	10/24/2024	847	Moody's-A1	1,925.00	0.27
Bank of New York Mellon 3.5 4/28/2023	06406RAG2	4/30/2018	500,041.54	500,000.00	502,110.00	3.500	3.489	4/28/2023	302	Moody's-A1	3,013.89	0.27
Citigroup Global Markets 2.75 6/16/2023	17330FUE9	5/16/2022	500,000.00	500,000.00	485,100.00	2.750	2.750	6/16/2023	351	S&P-A	534.72	0.27
Colgate-Palmolive 2.25 11/15/2022-17	19416QEL0	11/15/2017	499,985.26	500,000.00	499,055.00	2.250	2.258	11/15/2022	138	Moody's-Aa3	1,406.25	0.27
International Business Machine Corp 1.875 8/1/2022	459200HG9	10/19/2017	499,824.16	500,000.00	499,750.00	1.875	2.301	8/1/2022	32	Moody's-A3	3,880.21	0.27
John Deere Capital Corp 1.05 6/17/2026	24422EVR7	8/12/2021	499,171.26	500,000.00	451,935.00	1.050	1.093	6/17/2026	1,448	Moody's-A2	189.58	0.27
Johnson & Johnson 2.625 1/15/2025-17	478160CJ1	1/16/2020	508,864.36	500,000.00	492,055.00	2.625	1.892	1/15/2025	930	Moody's-Aaa	6,015.62	0.27
JP Morgan Chase Bank 1 9/14/2026-23	46632FSH9	9/14/2021	500,000.00	500,000.00	442,960.00	1.000	1.000	9/14/2026	1,537	Moody's-Aa2	1,472.22	0.27
JPMorgan Chase & Co 2.7 5/18/2023-23	46625HRL6	6/17/2022	497,327.88	500,000.00	497,665.00	2.700	3.317	5/18/2023	322	Moody's-A2	1,575.00	0.27
Microsoft Corp 2.65 11/3/2022-22	594918BH6	11/3/2017	500,534.09	500,000.00	500,350.00	2.650	2.320	11/3/2022	126	Moody's-Aaa	2,097.92	0.27
Microsoft Corp 2.7 2/12/2025-24	594918BB9	2/13/2020	512,431.44	500,000.00	496,940.00	2.700	1.707	2/12/2025	958	Moody's-Aaa	5,175.00	0.27
MUFG Union Bank NA 2.1 12/9/2022	90520EAK7	3/11/2022	501,320.33	500,000.00	497,925.00	2.100	1.495	12/9/2022	162	Moody's-A2	612.50	0.27
Pfizer Inc 0.8 5/28/2025-25	717081EX7	1/24/2022	489,370.00	500,000.00	465,535.00	0.800	1.551	5/28/2025	1,063	Moody's-A2	355.56	0.27
Procter & Gamble Co 2.15 8/11/2022-17	742718EU9	10/29/2018	499,400.37	500,000.00	500,065.00	2.150	3.267	8/11/2022	42	Moody's-Aa3	4,150.69	0.27
Procter & Gamble Co. 1.9 2/1/2027	742718FV6	2/2/2022	500,546.75	500,000.00	469,930.00	1.900	1.875	2/1/2027	1,677	Moody's-Aa3	3,931.94	0.27
Toyota Motor Credit Corp 1.125 6/18/2026	892367JK2	7/23/2021	500,962.76	500,000.00	450,790.00	1.125	1.075	6/18/2026	1,449	Moody's-A1	187.50	0.27
Toyota Motor Credit Corp 3.35 1/5/2024	892367FS9	2/12/2019	502,032.57	500,000.00	500,500.00	3.350	3.059	1/5/2024	554	Moody's-A1	8,002.78	0.27
Toyota Motor Credit Corp 3.45 9/20/2023-18	892367FN0	10/3/2018	499,806.95	500,000.00	501,255.00	3.450	3.484	9/20/2023	447	Moody's-A1	4,887.50	0.27
United Parcel Service 2.5 4/1/2023-23	911312BK1	4/5/2018	497,769.96	500,000.00	498,590.00	2.500	3.145	4/1/2023	275	Moody's-A2	3,090.28	0.27
US Bancorp 1.45 5/12/2025	91159HHZ6	2/12/2021	511,092.01	500,000.00	468,560.00	1.450	0.665	5/12/2025	1,047	Moody's-A2	966.67	0.27
US Bank NA 2.05 1/21/2025	90331HPL1	4/20/2022	488,623.00	500,000.00	480,325.00	2.050	2.982	1/21/2025	936	Moody's-A1	4,527.08	0.27
US Bank NA 3.4 7/24/2023-23	90331HNV1	8/1/2018	499,766.77	500,000.00	499,580.00	3.400	3.448	7/24/2023	389	S&P-AA-	7,366.67	0.27
Sub Total / Average Corporate Bonds			12,518,705.97	12,500,000.00	12,123,220.00	2.225	2.216		719		73,110.42	6.66
Municipal Bonds												
Belmont-Redwood Shores Sch Dist 1.099 8/1/2026	080495HP2	8/4/2021	210,000.00	210,000.00	190,558.20	1.099	1.099	8/1/2026	1,493	Moody's-Aa1	955.21	0.11
Bonita Unified School District 0.58 8/1/2024	098203VV1	4/15/2021	250,000.00	250,000.00	236,835.00	0.580	0.580	8/1/2024	763	S&P-AA-	600.14	0.13
Bonita Unified School District 1.054 8/1/2025	098203VW9	4/15/2021	250,000.00	250,000.00	233,827.50	1.054	1.054	8/1/2025	1,128	S&P-AA-	1,090.60	0.13
California Health Facilities Financing Authority 3	13032UC48	6/1/2022	491,999.12	500,000.00	487,355.00	3.244	3.602	6/1/2027	1,797	Moody's-Aa3	1,306.61	0.27



Mono County

Portfolio Holdings by Security Sector

As of June 30, 2022

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Citrus Community College GO 0.819 8/1/2025	17741RGC6	8/4/2020	350,000.00	350,000.00	322,364.00	0.819	0.819	8/1/2025	1,128	Moody's-Aa1	1,186.41	0.19
City of Glendora CA POB 1.898 6/1/2024	378612AE5	9/5/2019	500,000.00	500,000.00	485,725.00	1.898	1.898	6/1/2024	702	S&P-AAA	764.47	0.27
Desert Sands Unified School District 1.544 8/1/202	250433TY5	5/22/2020	306,505.36	305,000.00	294,309.75	1.544	1.300	8/1/2024	763	Moody's-Aa2	1,949.09	0.16
East Side Union High School District 1.331 8/1/202	275282PT2	8/16/2021	505,581.23	500,000.00	454,940.00	1.331	1.050	8/1/2026	1,493	Moody's-Aa3	2,754.43	0.27
Hawaiian Gardens Redev 2.714 12/1/2023	41987YAV8	4/29/2019	500,386.85	500,000.00	496,745.00	2.714	2.655	12/1/2023	519	S&P-AA	1,093.14	0.27
Imperial Community College District 2.024 8/1/2023	452641JN4	10/16/2019	500,000.00	500,000.00	493,100.00	2.024	2.024	8/1/2023	397	S&P-AA	4,188.56	0.27
Long Beach Community College Dist 2 5/1/2025	542411NZ2	3/25/2021	278,610.07	270,000.00	257,207.40	2.000	0.853	5/1/2025	1,036	Moody's-Aa2	885.00	0.14
Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024	5445872S6	3/10/2021	500,725.34	500,000.00	469,305.00	0.683	0.620	11/1/2024	855	S&P-AA-	559.68	0.27
Los Angeles Cnty Public Wks 6.091 8/1/2022-10	54473ENR1	7/12/2018	501,188.39	500,000.00	501,455.00	6.091	3.176	8/1/2022	32	Moody's-Aa2	12,604.99	0.27
Menlo Park City School Dist 1.928 7/1/2024	586840NA4	10/8/2019	500,000.00	500,000.00	487,250.00	1.928	1.928	7/1/2024	732	Moody's-Aaa	4,793.22	0.27
Napa Valley Unified School District 1.094 8/1/2026	630362ER8	8/17/2021	501,666.22	500,000.00	452,730.00	1.094	1.010	8/1/2026	1,493	Moody's-Aa3	2,263.97	0.27
Pasadena USD 2.073 5/1/2026	702282QD9	10/1/2021	518,389.70	500,000.00	470,705.00	2.073	1.088	5/1/2026	1,401	Moody's-Aa3	1,698.71	0.27
Rancho Cucamonga Ca Public Finance Authority 3 5/1	75213EAY0	2/14/2019	449,979.46	450,000.00	449,685.00	3.000	3.004	5/1/2023	305	S&P-AA	2,212.50	0.24
Rancho Santiago Community College GO 0.734 9/2/202	752147HJ0	9/2/2020	500,000.00	500,000.00	457,715.00	0.734	0.734	9/2/2025	1,160	Moody's-Aa2	1,213.14	0.27
Rosemead School District 2.042 8/1/2024	777526MP6	10/9/2019	350,000.00	350,000.00	339,780.00	2.042	2.042	8/1/2024	763	Moody's-Aa3	2,958.06	0.19
San Bernardino Ca Cmnty CLG Dist 1.097 8/1/2026	796720PB0	8/5/2021	250,000.00	250,000.00	227,230.00	1.097	1.097	8/1/2026	1,493	Moody's-Aa1	1,135.09	0.13
San Bernardino City USD 0.984 8/1/2024	796711G86	10/6/2020	336,264.28	335,000.00	316,960.25	0.984	0.800	8/1/2024	763	Moody's-A1	1,364.34	0.18
San Bernardino Community College District 2.044 8/	796720MG2	12/12/2019	250,000.00	250,000.00	243,330.00	2.044	2.044	8/1/2024	763	Moody's-Aa1	2,114.97	0.13
San Jose Evergreen Community College Dist 1.908 8/	798189PW0	10/1/2019	250,000.00	250,000.00	243,407.50	1.908	1.908	8/1/2024	763	Moody's-Aa1	1,974.25	0.13
San Jose RDA Successor Agency 2.828 8/1/2023	798170AF3	1/11/2019	304,469.21	305,000.00	303,508.55	2.828	3.000	8/1/2023	397	S&P-AA	3,569.96	0.16
Southwestern Community College GO 0.891 8/1/2025	845389JH9	8/5/2020	501,526.08	500,000.00	459,085.00	0.891	0.790	8/1/2025	1,128	Moody's-Aa2	1,843.88	0.27
State of California 3 4/1/2024	13063DLZ9	4/4/2019	503,932.45	500,000.00	498,020.00	3.000	2.520	4/1/2024	641	Moody's-Aa2	3,708.33	0.27
University of California 0.985 5/15/2025	91412HKZ5	3/10/2021	501,193.03	500,000.00	463,805.00	0.985	0.900	5/15/2025	1,050	Moody's-Aa3	615.62	0.27
University of California 3.466 5/15/2024-18	91412HBL6	7/9/2019	511,827.07	500,000.00	500,690.00	3.466	2.131	5/15/2024	685	Moody's-Aa2	2,166.25	0.27
University of California 3.638 5/15/2024	91412GVB8	3/8/2021	481,077.34	455,000.00	457,024.75	3.638	0.550	5/15/2024	685	Moody's-Aa2	2,069.11	0.24
West Contra Costa USD 2.077 8/1/2026	9523472G6	9/23/2021	505,395.83	485,000.00	455,715.70	2.077	1.020	8/1/2026	1,493	Moody's-A1	4,169.29	0.26
Sub Total / Average Municipal Bonds			12,360,717.03	12,265,000.00	11,750,008.60	2.054	1.620		922		69,809.02	6.53
US Agency												
FFCB 0.31 12/29/2023-21	3133EMN81	10/14/2021	998,398.99	1,000,000.00	957,810.00	0.310	0.417	12/29/2023	547	Moody's-Aaa	8.61	0.53
FFCB 0.33 4/5/2024-22	3133EMVD1	4/5/2021	999,117.24	1,000,000.00	954,310.00	0.330	0.380	4/5/2024	645	Moody's-Aaa	779.17	0.53
FFCB 0.52 10/14/2025-21	3133EMCP5	10/14/2020	999,177.16	1,000,000.00	918,240.00	0.520	0.545	10/14/2025	1,202	Moody's-Aaa	1,097.78	0.53
FFCB 0.53 10/22/2025-21	3133EMEC2	11/6/2020	998,663.72	1,000,000.00	918,220.00	0.530	0.571	10/22/2025	1,210	Moody's-Aaa	1,001.11	0.53
FFCB 0.68 6/10/2025-22	3133ELH80	6/26/2020	1,000,000.00	1,000,000.00	932,420.00	0.680	0.680	6/10/2025	1,076	Moody's-Aaa	377.78	0.53
FFCB 1.27 11/16/2026-23	3133ENEF3	11/16/2021	1,000,000.00	1,000,000.00	929,590.00	1.270	1.270	11/16/2026	1,600	Moody's-Aaa	1,552.22	0.53
FFCB 1.32 6/1/2026	3133ENGC8	12/1/2021	1,000,000.00	1,000,000.00	935,090.00	1.320	1.320	6/1/2026	1,432	Moody's-Aaa	1,063.33	0.53
FFCB 1.5 10/16/2024	3133EK3B0	10/18/2019	995,752.13	1,000,000.00	967,750.00	1.500	1.694	10/16/2024	839	Moody's-Aaa	3,083.33	0.53
FFCB 2.08 11/1/2022	3133EHM91	11/15/2017	999,868.61	1,000,000.00	1,000,540.00	2.080	2.121	11/1/2022	124	Moody's-Aaa	3,408.89	0.53
FFCB 2.18 2/16/2027-24	3133ENPB0	2/16/2022	1,000,000.00	1,000,000.00	954,700.00	2.180	2.180	2/16/2027	1,692	Moody's-Aaa	8,114.44	0.53
FFCB 2.35 1/17/2023	3133EH7F4	1/17/2018	999,974.68	1,000,000.00	998,840.00	2.350	2.355	1/17/2023	201	Moody's-Aaa	10,640.28	0.53
FFCB 2.7 4/1/2023	3133EJKN8	4/11/2018	999,874.58	1,000,000.00	999,310.00	2.700	2.717	4/1/2023	285	Moody's-Aaa	5,925.00	0.53
FFCB 2.875 4/26/2027	3133ENV99	4/26/2022	993,152.74	1,000,000.00	989,480.00	2.875	3.029	4/26/2027	1,761	Moody's-Aaa	5,111.11	0.53
FFCB 3.05 10/2/2023	3133EJD48	10/17/2018	999,157.15	1,000,000.00	1,000,340.00	3.050	3.123	10/2/2023	459	Moody's-Aaa	7,455.56	0.53
FFCB 3.17 1/26/2024	3133EJM48	2/4/2019	1,007,450.53	1,000,000.00	1,001,840.00	3.170	2.662	1/26/2024	575	Moody's-Aaa	13,560.56	0.53
FFCB 3.33 4/12/2027-23	3133ENUH1	4/12/2022	1,000,000.00	1,000,000.00	988,590.00	3.330	3.330	4/12/2027	1,747	Moody's-Aaa	7,215.00	0.53
FHLB 0.125 9/8/2023	3130AP6Q3	10/28/2021	995,879.51	1,000,000.00	966,940.00	0.125	0.473	9/8/2023	435	Moody's-Aaa	388.89	0.53
FHLB 0.5 1/26/2026-21	3130AKMD5	1/26/2021	999,109.55	1,000,000.00	905,640.00	0.500	0.525	1/26/2026	1,306	Moody's-Aaa	2,138.89	0.53
FHLB 0.51 11/18/2024-22	3130ANFJ4	8/18/2021	1,000,000.00	1,000,000.00	943,350.00	0.510	0.510	11/18/2024	872	Moody's-Aaa	595.00	0.53
FHLB 0.6 1/28/2026-21	3130AKPC4	1/28/2021	1,000,000.00	1,000,000.00	921,680.00	0.600	0.600	1/28/2026	1,308	Moody's-Aaa	2,533.33	0.53
FHLB 0.7 3/24/2025-21	3130ALN34	3/24/2021	1,000,000.00	1,000,000.00	939,290.00	0.700	0.700	3/24/2025	998	Moody's-Aaa	1,866.67	0.53
FHLB 0.8 12/22/2023-22	3130AQAF0	12/22/2021	1,000,000.00	1,000,000.00	971,640.00	0.800	0.800	12/22/2023	540	Moody's-Aaa	177.78	0.53
FHLB 1.05 4/15/2026-21	3130ALU51	4/15/2021	1,000,000.00	1,000,000.00	932,220.00	1.050	1.050	4/15/2026	1,385	Moody's-Aaa	2,187.50	0.53
FHLB 1.05 7/29/2026-24	3130ANCA6	7/29/2021	1,000,000.00	1,000,000.00	926,880.00	1.050	1.050	7/29/2026	1,490	Moody's-Aaa	4,404.17	0.53



Mono County Portfolio Holdings by Security Sector As of June 30, 2022

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
FHLB 1.15 12/10/2024-22	3130AQ3F8	4/18/2022	963,481.90	1,000,000.00	955,530.00	1.150	2.708	12/10/2024	894	Moody's-Aaa	638.89	0.53
FHLB 1.15 4/29/2026-21	3130ALXJ8	4/29/2021	1,000,000.00	1,000,000.00	934,830.00	1.150	1.150	4/29/2026	1,399	Moody's-Aaa	1,948.61	0.53
FHLB 1.375 10/28/2026-22	3130APL78	10/28/2021	1,000,000.00	1,000,000.00	936,120.00	1.375	1.375	10/28/2026	1,581	Moody's-Aaa	2,368.06	0.53
FHLB 1.54 1/25/2027-23	3130AQHZ9	1/25/2022	1,000,000.00	1,000,000.00	941,360.00	1.540	1.540	1/25/2027	1,670	Moody's-Aaa	6,630.56	0.53
FHLB 1.6 1/27/2027-23	3130AQKF9	1/27/2022	1,000,000.00	1,000,000.00	941,860.00	1.600	1.600	1/27/2027	1,672	Moody's-Aaa	6,800.00	0.53
FHLB 1.875 3/8/2024	3130A7PH2	10/27/2021	1,021,107.21	1,000,000.00	981,560.00	1.875	0.615	3/8/2024	617	Moody's-Aaa	5,833.33	0.53
FHLB 2 9/9/2022	313380GJ0	9/29/2017	1,000,090.03	1,000,000.00	1,000,390.00	2.000	1.951	9/9/2022	71	Moody's-Aaa	6,166.67	0.53
FHLB 2.875 6/13/2025	3130A5R35	7/21/2020	807,655.77	755,000.00	750,470.00	2.875	0.483	6/13/2025	1,079	Moody's-Aaa	1,025.02	0.40
FHLB 3.25 6/9/2023	313383QR5	2/4/2019	452,459.62	450,000.00	451,282.50	3.250	2.632	6/9/2023	344	Moody's-Aaa	853.12	0.24
FHLB 4 5/26/2027-22	3130ARYA3	5/26/2022	1,000,000.00	1,000,000.00	995,920.00	4.000	4.000	5/26/2027	1,791	Moody's-Aaa	3,777.78	0.53
FHLB Step 1/26/2026-23	3130AQJ20	2/11/2022	884,683.20	900,000.00	855,729.00	0.750	1.998	1/26/2026	1,306	Moody's-Aaa	2,887.50	0.48
FHLMC 0.25 6/26/2023	3137EAES4	11/2/2021	998,594.44	1,000,000.00	973,280.00	0.250	0.392	6/26/2023	361	Moody's-Aaa	27.78	0.53
FHLMC 0.25 9/8/2023	3137EAEW5	3/14/2022	984,138.12	1,000,000.00	968,970.00	0.250	1.606	9/8/2023	435	Moody's-Aaa	777.78	0.53
FHLMC 0.53 10/28/2025-22	3134GWYZ3	10/28/2020	1,000,000.00	1,000,000.00	916,390.00	0.530	0.530	10/28/2025	1,216	Moody's-Aaa	912.78	0.53
FHLMC 0.57 10/8/2025-21	3134GWY26	10/8/2020	1,000,000.00	1,000,000.00	919,150.00	0.570	0.570	10/8/2025	1,196	Moody's-Aaa	1,298.33	0.53
FHLMC 0.6 7/22/2025-22	3134GV5V6	7/22/2020	1,000,000.00	1,000,000.00	923,830.00	0.600	0.600	7/22/2025	1,118	Moody's-Aaa	2,633.33	0.53
FNMA 0.55 1/28/2026-21	3135G06R9	1/28/2021	1,000,000.00	1,000,000.00	914,870.00	0.550	0.550	1/28/2026	1,308	Moody's-Aaa	2,322.22	0.53
FNMA 0.625 7/14/2025-22	3136G4YL1	7/14/2020	1,000,000.00	1,000,000.00	929,440.00	0.625	0.625	7/14/2025	1,110	Moody's-Aaa	2,881.94	0.53
FNMA 0.7 7/24/2025-22	3136G4YE7	7/24/2020	1,000,000.00	1,000,000.00	931,180.00	0.700	0.700	7/24/2025	1,120	Moody's-Aaa	3,033.33	0.53
FNMA 0.74 6/30/2025-21	3136G4XZ1	6/30/2020	795,000.00	795,000.00	742,212.00	0.740	0.740	6/30/2025	1,096	Moody's-Aaa	0.00	0.42
FNMA 2 10/5/2022	3135G0T78	10/6/2017	999,964.92	1,000,000.00	999,530.00	2.000	2.014	10/5/2022	97	Moody's-Aaa	4,722.22	0.53
FNMA 2.375 1/19/2023	3135G0T94	1/23/2018	999,377.18	1,000,000.00	999,410.00	2.375	2.495	1/19/2023	203	Moody's-Aaa	10,621.53	0.53
FNMA 2.875 9/12/2023	3135G0U43	6/28/2022	998,397.30	1,000,000.00	999,910.00	2.875	3.010	9/12/2023	439	Moody's-Aaa	8,625.00	0.53
Sub Total / Average US Agency			45,890,526.28	45,900,000.00	43,917,933.50	1.404	1.439		981		161,472.18	24.45
US Treasury												
T-Note 0.125 12/31/2022	91282CBD2	4/6/2022	993,228.25	1,000,000.00	988,050.00	0.125	1.485	12/31/2022	184	Moody's-Aaa	0.00	0.53
T-Note 0.125 3/31/2023	91282CBU4	3/15/2022	991,150.96	1,000,000.00	980,590.00	0.125	1.316	3/31/2023	274	Moody's-Aaa	310.79	0.53
T-Note 0.125 3/31/2023	91282CBU4	3/18/2022	991,127.62	1,000,000.00	980,590.00	0.125	1.319	3/31/2023	274	Moody's-Aaa	310.79	0.53
T-Note 0.125 6/30/2023	91282CCK5	3/22/2022	984,546.37	1,000,000.00	972,700.00	0.125	1.691	6/30/2023	365	Moody's-Aaa	0.00	0.53
T-Note 0.125 9/30/2022	91282CAN1	3/17/2022	998,248.73	1,000,000.00	995,840.00	0.125	0.824	9/30/2022	92	Moody's-Aaa	310.79	0.53
T-Note 0.375 12/31/2025	91282CBC4	10/22/2021	976,391.90	1,000,000.00	911,370.00	0.375	1.066	12/31/2025	1,280	Moody's-Aaa	0.00	0.53
T-Note 0.5 2/28/2026	91282CBQ3	3/1/2021	988,918.41	1,000,000.00	911,450.00	0.500	0.809	2/28/2026	1,339	Moody's-Aaa	1,657.61	0.53
T-Note 0.5 4/30/2027	91282ZLN3	5/3/2022	888,507.53	1,000,000.00	885,080.00	0.500	3.001	4/30/2027	1,765	Moody's-Aaa	828.80	0.53
T-Note 0.75 5/31/2026	91282CCF6	6/4/2021	996,935.37	1,000,000.00	914,960.00	0.750	0.830	5/31/2026	1,431	Moody's-Aaa	614.75	0.53
T-Note 1.125 10/31/2026	91282CDG3	11/2/2021	996,641.65	1,000,000.00	921,760.00	1.125	1.205	10/31/2026	1,584	Moody's-Aaa	1,864.81	0.53
T-Note 1.125 10/31/2026	91282CDG3	11/15/2021	995,900.06	1,000,000.00	921,760.00	1.125	1.223	10/31/2026	1,584	Moody's-Aaa	1,864.81	0.53
T-Note 1.5 1/31/2027	91282Z78	1/31/2022	992,829.27	1,000,000.00	933,670.00	1.500	1.664	1/31/2027	1,676	Moody's-Aaa	6,215.47	0.53
T-Note 1.5 9/30/2024	91282YH7	3/23/2022	983,681.70	1,000,000.00	967,340.00	1.500	2.250	9/30/2024	823	Moody's-Aaa	3,729.51	0.53
T-Note 1.625 9/30/2026	91282Y9G9	9/30/2021	1,026,943.34	1,000,000.00	943,320.00	1.625	0.974	9/30/2026	1,553	Moody's-Aaa	4,040.30	0.53
T-Note 1.75 6/30/2024	9128286Z8	4/7/2022	983,743.10	1,000,000.00	976,020.00	1.750	2.590	6/30/2024	731	Moody's-Aaa	0.00	0.53
T-Note 2 11/15/2026	912828U24	11/15/2021	1,033,419.68	1,000,000.00	956,090.00	2.000	1.211	11/15/2026	1,599	Moody's-Aaa	2,500.00	0.53
T-Note 2.125 12/31/2022	912828N30	3/16/2022	1,005,056.03	1,000,000.00	997,890.00	2.125	1.112	12/31/2022	184	Moody's-Aaa	0.00	0.53
T-Note 2.125 3/31/2024	912828W71	4/19/2022	994,444.94	1,000,000.00	985,270.00	2.125	2.452	3/31/2024	640	Moody's-Aaa	5,283.47	0.53
Sub Total / Average US Treasury			17,821,714.91	18,000,000.00	17,143,750.00	0.979	1.501		965		29,531.90	9.59
Total / Average			187,615,372.99	187,735,400.22	183,375,102.13	1.384	1.473		543		408,393.42	100.00



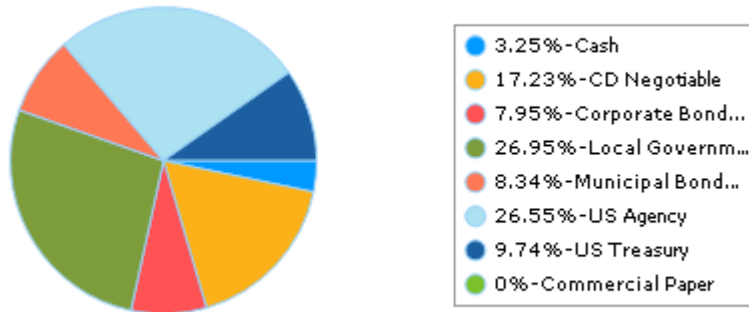
Mono County Distribution by Asset Category - Market Value Investment Portfolio

Begin Date: 3/31/2022, End Date: 6/30/2022

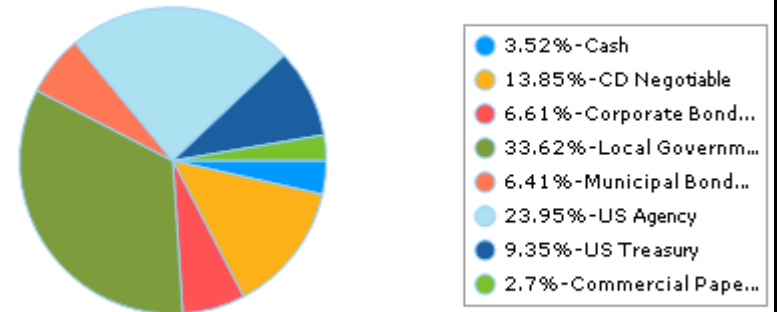
Asset Category Allocation

Asset Category	Market Value 3/31/2022	% of Portfolio 3/31/2022	Market Value 6/30/2022	% of Portfolio 6/30/2022
Cash	4,831,933.82	3.25	6,447,738.20	3.52
CD Negotiable	25,611,000.99	17.23	25,401,809.81	13.85
Corporate Bonds	11,823,175.00	7.95	12,123,220.00	6.61
Local Government Investment Pools	40,068,874.16	26.95	61,642,662.02	33.62
Municipal Bonds	12,398,268.65	8.34	11,750,008.60	6.41
US Agency	39,467,818.55	26.55	43,917,933.50	23.95
US Treasury	14,477,990.00	9.74	17,143,750.00	9.35
Commercial Paper	0.00	0.00	4,947,980.00	2.70
Total / Average	148,679,061.17	100.00	183,375,102.13	100.00

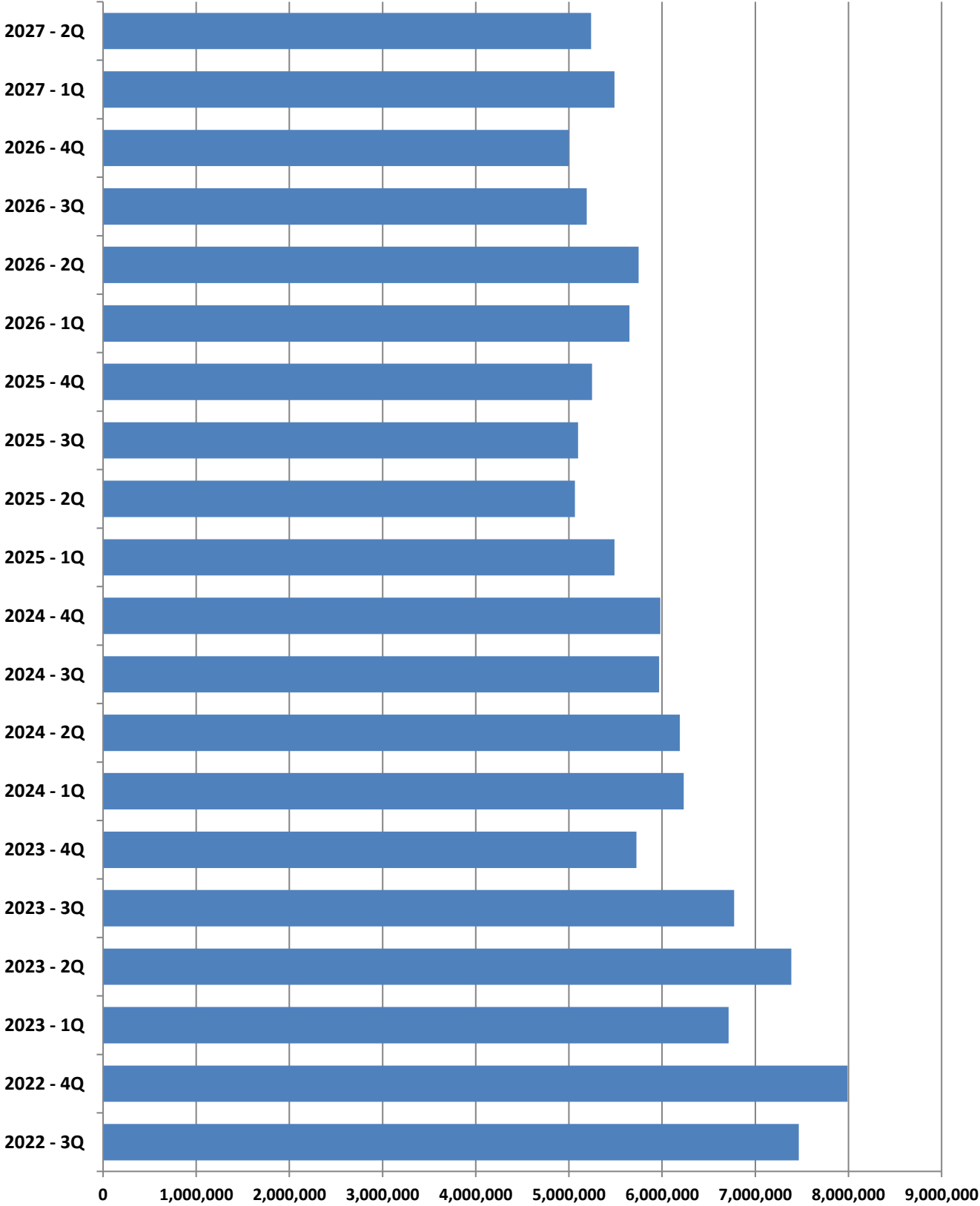
Portfolio Holdings as of 3/31/2022



Portfolio Holdings as of 6/30/2022

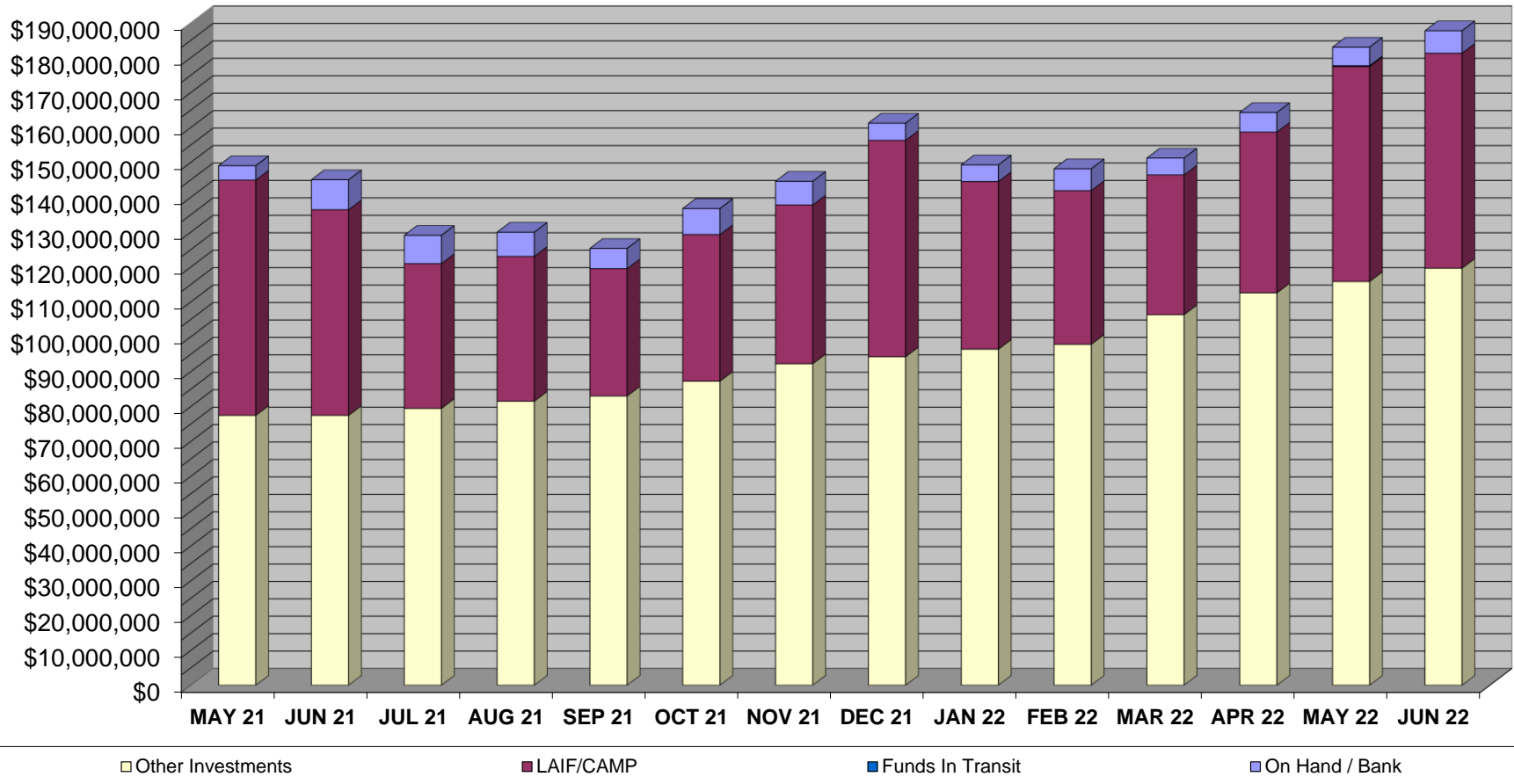


Maturity Distribution As of 6/30/2022



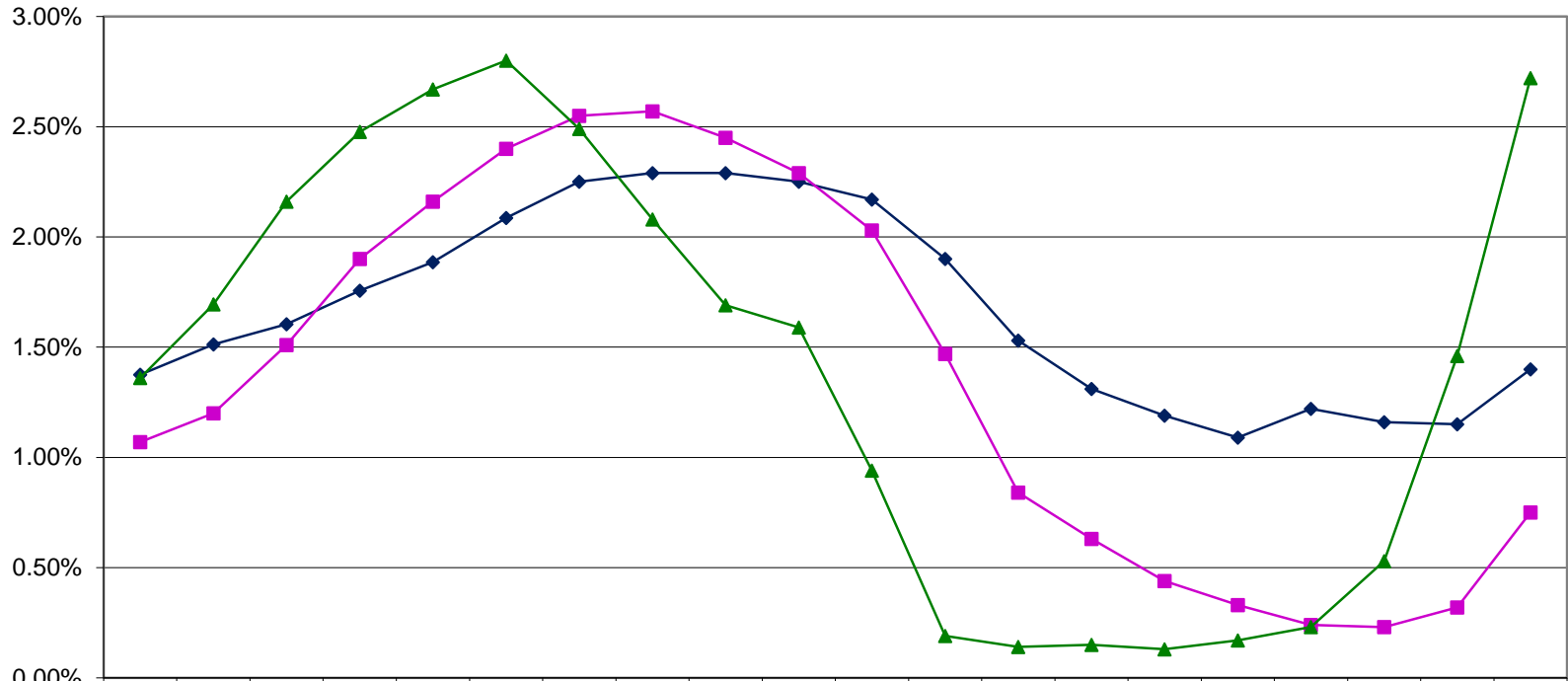
TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS

	MAY 21	JUN 21	JUL 21	AUG 21	SEP 21	OCT 21	NOV 21	DEC 21	JAN 22	FEB 22	MAR 22	APR 22	MAY 22	JUN 22
On Hand / Bank	\$4,130,003	\$8,589,054	\$8,109,438	\$6,938,343	\$5,811,669	\$7,462,602	\$6,767,799	\$4,938,976	\$4,782,729	\$6,264,058	\$4,831,934	\$5,611,677	\$5,328,565	\$6,447,738
Funds In Transit													\$245,000	
LAIF/CAMP	\$67,458,933	\$58,958,933	\$41,514,401	\$41,514,401	\$36,514,401	\$42,041,492	\$45,541,492	\$62,041,492	\$48,068,874	\$44,068,874	\$40,068,874	\$46,108,851	\$61,608,851	\$61,642,662
Other Investments	\$77,464,000	\$77,464,000	\$79,461,000	\$81,525,000	\$83,008,000	\$87,263,000	\$92,263,000	\$94,263,000	\$96,433,000	\$97,831,000	\$106,333,000	\$112,579,000	\$115,836,001	\$119,645,000
TOTAL	\$149,052,936	\$145,011,987	\$129,084,839	\$129,977,744	\$125,334,070	\$136,767,094	\$144,572,291	\$161,243,468	\$149,284,603	\$148,163,932	\$151,233,808	\$164,299,528	\$183,018,417	\$187,735,400



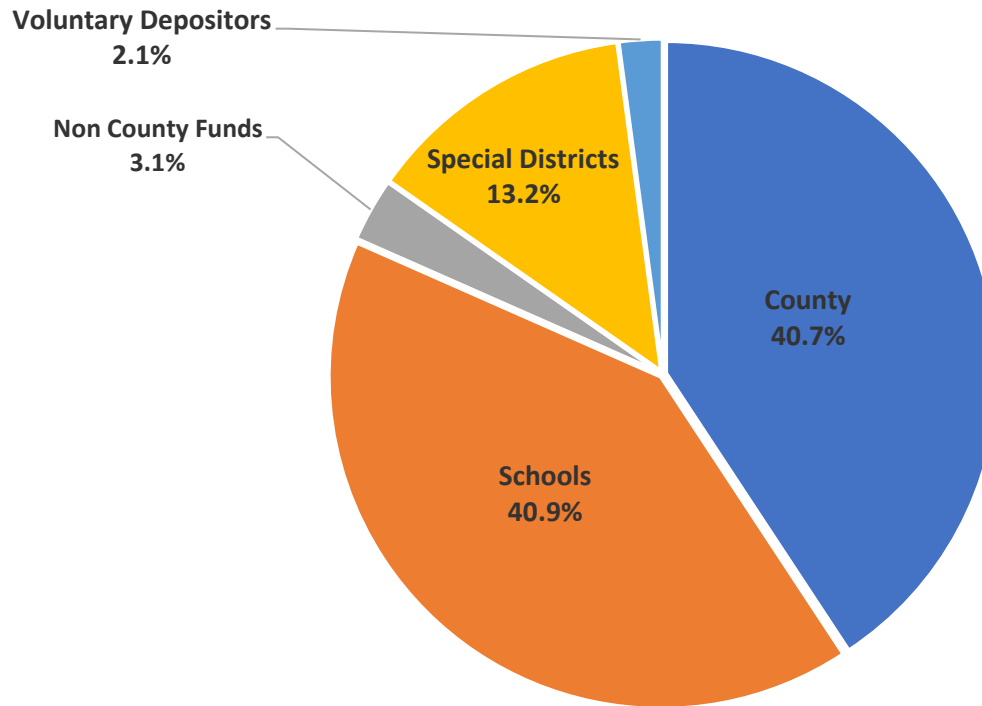
MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2022							\$1,000,000.00	\$2,976,000.00	\$3,490,000.00	\$1,490,000.00	\$4,000,000.00	\$2,500,000.00	\$15,456,000.00
Calendar Year 2023	\$2,490,000.00	\$735,000.00	\$3,490,000.00	\$2,490,000.00	\$1,697,000.00	\$3,199,000.00	\$747,000.00	\$1,786,000.00	\$4,239,000.00	\$1,743,000.00	\$1,482,000.00	\$2,500,000.00	\$26,598,000.00
Calendar Year 2024	\$2,243,000.00	\$1,740,000.00	\$2,249,000.00	\$2,492,000.00	\$1,949,000.00	\$1,749,000.00	\$996,000.00	\$3,724,000.00	\$1,249,000.00	\$2,494,000.00	\$2,488,000.00	\$1,000,000.00	\$24,373,000.00
Calendar Year 2025	\$1,249,000.00	\$1,996,000.00	\$2,245,000.00	\$745,000.00	\$1,770,000.00	\$2,550,000.00	\$3,498,000.00	\$1,100,000.00	\$500,000.00	\$4,249,000.00		\$1,000,000.00	\$20,902,000.00
Calendar Year 2026	\$3,900,000.00	\$1,500,000.00	\$249,000.00	\$2,248,000.00	\$1,500,000.00	\$2,000,000.00	\$1,497,000.00	\$1,945,000.00	\$1,749,000.00	\$3,000,000.00	\$2,000,000.00		\$21,588,000.00
Calendar Year 2027	\$3,000,000.00	\$2,243,000.00	\$247,000.00	\$3,246,000.00	\$1,492,000.00	\$500,000.00							\$10,728,000.00
TOTAL													\$119,645,000.00

MONO COUNTY TREASURY POOL QUARTERLY YIELD COMPARISON



	9/30 2017	12/31 2017	3/31 2018	6/30 2018	9/30 2018	12/31 2018	3/31 2019	6/30 2019	9/30 2019	12/31 2019	3/31 2020	6/30 2020	9/30 2020	12/31 2020	3/31 2021	6/30 2021	9/30 2021	12/31 2021	3/31 2022	6/30 2022
—◆— COUNTY	1.38%	1.51%	1.60%	1.76%	1.89%	2.09%	2.25%	2.29%	2.29%	2.25%	2.17%	1.90%	1.53%	1.31%	1.19%	1.09%	1.22%	1.16%	1.15%	1.40%
—■— LAIF	1.07%	1.20%	1.51%	1.90%	2.16%	2.40%	2.55%	2.57%	2.45%	2.29%	2.03%	1.47%	0.84%	0.63%	0.44%	0.33%	0.24%	0.23%	0.32%	0.75%
—▲— 2YR TREAS	1.36%	1.69%	2.16%	2.48%	2.67%	2.80%	2.49%	2.08%	1.69%	1.59%	0.94%	0.19%	0.14%	0.15%	0.13%	0.17%	0.23%	0.53%	1.46%	2.72%

Investment Pool Participants as of 6/30/2022



The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.

Districts Participating in Pool

Antelope Valley Fire Protection District, Antelope Valley Water District, Birchim Community Service District, Bridgeport Fire Protection District, Bridgeport Public Utility District, Chalfant Valley Fire Protection District, County Service Area #1, County Service Area #2, County Service Area #5, Hilton Creek Community Services District, June Lake Fire Protection District, Lee Vining Fire Protection District, Lee Vining Public Utility District, Long Valley Fire Protection District, Mammoth Community Service District, Mammoth Lakes Mosquito Abatement District, Mono City Fire Protection District, Mono County Resource Conservation District, Paradise Fire Protection District, Tri-Valley Ground Water Management District, Wheeler Crest Community Service District, Wheeler Crest Fire Protection District, White Mountain Fire Protection District.

Districts Not Participating in Pool

Inyo-Mono Resource Conservation District, June Lake Public Utility District, Mammoth Lakes Community Water District, Mammoth Lakes Fire Protection District, Southern Mono Healthcare District.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: County Counsel

TIME REQUIRED

SUBJECT Resolution Making Findings under
AB 361 - Remote Meetings

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of August 9, 2022, through September 8, 2022.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon, County Counsel

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Resolution
Recommendation

History

Time	Who	Approval
8/3/2022 3:26 AM	County Counsel	Yes
8/3/2022 8:55 AM	Finance	Yes

8/5/2022 1:58 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck
Anne L. Frievault

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors
From: Stacey Simon
Re: Resolution Making Findings Under AB 361 through August 11, 2022

Recommended Action

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of August 9, 2022 through September 8, 2022.

Strategic Plan Focus Areas Met

A Thriving Economy Safe and Healthy Communities
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the “Brown Act”), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda

materials. The proposed resolution would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through September 8, 2022.

In order to continue to meet under those modified rules after September 8, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

Adoption of the proposed resolution *does not require* that the Board utilize the modified teleconference rules of AB 361 to meet remotely, but merely *authorizes* it to do so. Indeed, because the Board has commenced holding hybrid (partially remote, partially in-person) meetings, findings under AB 361 are necessary in order to enable those electing to participate from a remote location to do so under the modified teleconference rules.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
MAKING FINDINGS UNDER AB 361 FOR
THE PERIOD OF AUGUST 9, 2022, THROUGH SEPTEMBER 8, 2022**

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, which Proclamation remains in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, modifying the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), subject to compliance with certain requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, providing that the modifications would remain in place through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361, providing that a legislative body subject to the Brown Act may continue to meet under modified teleconferencing rules if the meeting occurs during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings of legislative bodies of the County of Mono, a copy of that recommendation is attached as an exhibit and incorporated herein; and

WHEREAS, in the interest of public health and safety, and in response to the local recommendation for measures to promote social distancing, the Mono County Board of Supervisors deems it necessary to invoke the provisions of AB 361 related to teleconferencing for such legislative bodies;

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

SECTION ONE: The recitals set forth above are true and correct and are adopted as findings of the Legislative Body.

SECTION TWO: The Legislative Body has reconsidered the circumstances of the State of Emergency issued by the Governor of California on March 4, 2020, in response to the COVID-19 pandemic.

1 **SECTION THREE:** Local officials continue to recommend measures to promote social
2 distancing.

3 **SECTION FOUR:** Meetings of the Board of Supervisors may continue to be held under
4 the modified teleconferencing rules set forth in AB 361 through September 8, 2022.

5 **SECTION FIVE:** Staff is directed to return to the Board no later than thirty (30) days
6 after the adoption of this resolution for the Board to consider whether to again make the findings
7 required to continue meeting under the modified teleconference procedures of AB 361.

8 **PASSED, APPROVED and ADOPTED** this 9th day of August, 2022, by the following
9 vote, to wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**

Bob Gardner, Chair
Mono County Board of Supervisors

14
15 **ATTEST:**

APPROVED AS TO FORM:

16
17
18
19 _____
Clerk of the Board

County Counsel



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

To: Board of Supervisors

From: Caryn K. Slack, Public Health Officer

Re: Recommendation regarding Social Distancing and Virtual Meetings

As Health Officer for Mono County, I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19. In workplaces, employers are subject to Cal/OSHA COVID-19 Temporary Standards (ETS).

Subchapter 7. General Industry Safety Orders
Introduction

§3205. COVID-19 Prevention.

NOTE: See Executive Order N-84-20 (2019 CA EO 84-20), issued in response to the COVID-19 pandemic, which suspends certain provisions relating to the exclusion of COVID-19 cases from the workplace.

(a) Scope.

(1) This section applies to all employees and places of employment, with the following exceptions:

(A) Work locations with one employee who does not have contact with other persons.

(B) Employees working from home.

(C) Employees with occupational exposure as defined by section 5199, when covered by that section.

(D) Employees teleworking from a location of the employee's choice, which is not under the control of the employer.

(2) Nothing in this section is intended to limit more protective or stringent state or local health department mandates or guidance.

(b) Definitions. The following definitions apply to this section and to sections 3205.1 through 3205.4.

(1) “Close contact” means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” defined by this section. This definition applies regardless of the use of face coverings.

Whether vaccinated or not, positive individuals are contracting the Omicron variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in Mono County implement fully remote meetings to the extent possible.

If you have any questions regarding this recommendation, please do not hesitate to contact me, or Public Health Director Bryan Wheeler. We will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Community Development

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Bentley Regehr, Planning Analyst

SUBJECT Bodie Hills Support Letter from the
Mono Basin RPAC

AGENDA DESCRIPTION:

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

The Bodie Hills Conservation Partnership requested the attached letter of support from the Mono Basin Regional Planning Advisory Committee (RPAC). No project or policy request has been made of the County at this time and staff is not tracking any specific issue.

RECOMMENDED ACTION:

Receive support letter and provide any additional comment.

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:

<p>Click to download</p> <p> Mono Basin RPAC letter to Board of Supervisors</p>

History

Time	Who	Approval
8/3/2022 3:29 PM	County Counsel	Yes
8/4/2022 11:00 AM	Finance	Yes
8/5/2022 1:58 PM	County Administrative Office	Yes

August 9, 2022

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

Dear Mono County Supervisors,

RE: Bodie Hills Permanent Protection

The Mono Basin Regional Planning Advisory Committee (RPAC) supports Bodie Hills Conservation Partnership's pursuit of permanent protection for the Bodie Hills. Multiple recent mineral extraction proposals underscore the urgency to move forward with this protection effort as these development activities threaten the natural, cultural, and recreational values many Mono County residents and visitors treasure. The Bodie Hills Conservation Partnership represents a diverse group of organizations that have been working toward permanent protection of this area for decades. The RPAC requests that the Board of Supervisors consider any actions that support achieving this goal.

The Bodie Hills is a unique and diverse landscape. Located at the nexus of the Eastern Sierra and western edge of the Great Basin, the Bodie Hills is an important wildlife migration corridor. Canyons, streams, and high elevation plateaus support pinyon pine, juniper, aspen, willow, and many other native plants. Pronghorn, mule deer, pika, mountain lion, bear and a distinct and critical population of the Bi-State Greater Sage-grouse can be found here. The Bodie Hills are also home to rich cultural and archaeological resources spanning thousands of years.

Mono County residents and visitors explore the quiet, wild nature of the Bodie Hills to hike, watch birds, enjoy the plant habitats, take in the wide expansive vistas, and be in an area that feels remote and connected to its rich, historical past, whether that of the early settlers of the town of Bodie or of the traditional ways of the Indigenous people who first lived there and whose presence continues to this day.

The Mono Basin Community Plan specifically prioritizes protection of healthy, natural environments and preserving historical cultural resources of the Mono Basin. The Bodie Hills are a unique and valuable area and worthy of formal, permanent protection. Establishing this protection would ensure a healthy and sustainable future for the Bodie Hills.

Thank you for considering such an action.

Sincerely,


Lisa Cutting (Jul 19, 2022 11:40 PDT)

Lisa Cutting
Chair, Mono Basin RPAC

CC:

Bodie Hills Conservation Partnership
c/o Friends of the Inyo
621 W. Line Street, Suite 201
Bishop, CA



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT William Wallace - false medical claims
email

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Email from William Wallace stating that Mono County Health Officer, Caryn Slack, made false medical claims in the Sheet newspaper. Supervisor Kreitz acknowledged email as correspondence to be on agenda.

RECOMMENDED ACTION:

Receive correspondence email and provide any additional comment.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Correspondence Email</p>

History

Time

Who

Approval

From: William Wallace <mammothgroup@yahoo.com>

Sent: Tuesday, July 19, 2022 9:25:36 AM

To: District Attorney's Office <districtattorney@mono.ca.gov>; Tim Kendall <tkendall@mono.ca.gov>; Queenie Barnard <qbarnard@mono.ca.gov>; Jennifer Kreitz <jkreitz@mono.ca.gov>; Rhonda Duggan <rduggan@mono.ca.gov>; Bob Gardner <bgardner@mono.ca.gov>; John Peters <jpeters@mono.ca.gov>; Stacy Corless <scorless@mono.ca.gov>

Subject: More False Medical Claims And Misrepresentation of Medical Information by Mono County Officials

[EXTERNAL EMAIL]

Add this as correspondence for the 7.A Covid-19 agenda item - July 19, 2022.

Mono County Health Officer, Caryn Slack, made false medical claims in the Sheet newspaper on the July 16 edition. She stated this;

“As we experience additional
variants and upticks in positive cases,

we simply ask residents and visitors to remain vigilant and consider using additional mitigating practices that have proven to reduce spread of infection.”

Recommended actions based on the “High” Community Level include:

- Wearing a mask indoors in public
- Staying up-to-date with Covid-19 vaccines
- Getting tested if you have symptoms

Caryn Slack is making the false claim that wearing masks indoors, staying up-to-date with Covid-19 "vaccines" and getting tested are proven to reduce spread of infection. None of these claims are substantiated. In particular, it is well documented, that Covid-19 injections do not reduce spread of infection or transmission. In fact, provided by the clinical trials data from the manufacturers themselves, the Covid-19 injections do not prevent spread or infection of (SARS-CoV-2 or any variations thereafter) Covid-19. Making false medical claims is a misrepresentation of medical information and in violation of the False Claims Act.

False Claims ACT, 31 U.S.C. §§ 3729 – 3733 ("FCA")

False Claims ACT, 31 U.S.C. §§ 3729 – 3733

33 U.S. Code § 931 - Penalty for misrepresentation

California Code, Government Code - GOV § 12650



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Public Health

TIME REQUIRED 15 minutes

SUBJECT COVID-19 (Coronavirus) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Bryan Wheeler, Public Health Director,
Dr. Caryn Slack, Public Health Officer

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.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Bryan Wheeler

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
8/2/2022 8:55 AM	County Counsel	Yes
8/3/2022 8:55 AM	Finance	Yes
8/5/2022 2:00 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: CAO

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Employment Agreement - Acting
Chief of Emergency Medical Services

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with N. Bryan Bullock as Acting Chief of Emergency Medical Services, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R22-_____, approving an amendment to the employment contract with N. Bryan Bullock to temporarily appoint Mr. Bullock as Acting Chief of Emergency Medical Services, and prescribe the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract amendment on behalf of the County.

FISCAL IMPACT:

Total cost of salary and benefits for FY 2022-23 is approximately \$154,774, of which \$115,242 is salary, and \$39,532 is benefits. This is included in the County Administrator's Recommended budget.

CONTACT NAME: John Craig, Assistant CAO

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Employment Agreement

History

Time	Who	Approval
8/5/2022 5:44 PM	County Counsel	Yes
8/5/2022 5:44 PM	Finance	Yes
8/5/2022 5:45 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Robert C. Lawton
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

CHAIR

Bob Gardner / District 3

VICE CHAIR

Rhonda Duggan / District 2

Stacy Corless / District 5

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COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Malinda Huggans

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Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

To Be Appointed

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors
 From: Robert C. Lawton, CAO
 Date: August 9, 2022
 Re: Acting Employment Agreement with Bryan Bullock

Recommended Action

Adopt Resolution #R22-___, approving a contract with Bryan Bullock as Acting Chief of Emergency Medical Services, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute the said contract on behalf of the County.

Discussion

Mr. Mokrcek has filled the permanent appointment for the Director of Emergency Management position and leaves a current vacancy for Chief of Emergency Medical Services. There is a need to have an Acting Chief of Emergency Medical Services in the interim, to ensure business does not come to a halt and staff is supported and managed, while the County initiates the recruitment to fill a permanent person in the position of Chief of Emergency Medical Services, under the CAO's office.

Mr. Bullock is a leader and model for his peers in EMS. Mr. Bullock has extensive experience working with the County and we are excited about having him continue his work for the County as the Acting Chief of Emergency Medical Services.



RESOLUTION NO. R22-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING AN EMPLOYMENT AGREEMENT WITH BRYAN BULLOCK
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Employment Agreement of Bryan Bullock, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Mr. Bullock. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 9th day of August 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF N. BRYAN BULLOCK
AS ACTING CHIEF OF EMERGENCY MEDICAL SERVICES FOR MONO COUNTY**

This Agreement is entered into by and between N. Bryan Bullock and the County of Mono.

I. RECITALS

N. Bryan Bullock is currently employed by Mono County as a Paramedic Station Captain. The County wishes to instead temporarily employ Mr. Bullock as its Acting Chief of Emergency Medical Services in accordance with the terms and conditions set forth in this Agreement. Mr. Bullock wishes to accept such temporary employment with the County on said terms and conditions, thereby temporarily ceasing to serve as a Paramedic Station Captain.

II. AGREEMENT

1. The term of this Agreement shall be August 1, 2022, until such time as the County hires a permanent Chief of Emergency Medical Services and that person commences work, unless earlier terminated by either party in accordance with this Agreement. Upon any termination of this Agreement, if Mr. Bullock has not accepted another position with Mono County, he shall automatically return to his position as a Paramedic Station Captain on the same terms as conditions as existed prior to entry into this Agreement.
2. Commencing August 1, 2022, Mr. Bullock shall be employed by Mono County as Acting Chief of Emergency Medical Services serving at the will and pleasure of the County Administrative Officer (CAO) in accordance with the terms and conditions of this Agreement. Mr. Bullock accepts such employment. The CAO shall be deemed the “appointing authority” for all purposes with respect to Mr. Bullock’s employment.
3. Mr. Bullock’s salary shall be Range 17, Step A annual salary of \$115,242. Mr. Bullock understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).
4. Mr. Bullock shall continue to earn and accrue vacation and sick leave in accordance with applicable County policies and any County Code provisions not in conflict with said policies. Also, in recognition of the fact that in his employment as Acting Chief of Emergency Medical Services, Mr. Bullock will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 6.67 hours of merit leave (aka administrative leave) per month, prorated to reflect any partial month of service as Acting Chief, effective August 1. Consistent with Mr. Bullock’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Bullock may have accrued as of the effective date of this

Agreement nor on his original date of hire or total years of service as a County employee, to the extent, the same may be relevant in determining such accruals or Mr. Bullock's date of eligibility for or vesting of any non-salary benefits or for any other purpose.

5. To the extent deemed appropriate by the CAO, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Bullock's full participation in applicable professional associations, for his continued professional growth, and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Bullock shall continue to be entitled to the same general benefits provided by the County to other County employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Mr. Bullock's County employment shall remain "3% at 50," but he will not be responsible for paying 3% of the county's contribution while serving as Acting Chief.
7. Mr. Bullock understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Bullock cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Bullock's regular schedule as Acting Chief ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
8. Consistent with the "at will" nature of Mr. Bullock's employment as Acting Chief of Emergency Medical Services, the CAO may terminate Mr. Bullock's employment as Acting Chief of Emergency Medical Services at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination and Mr. Bullock shall return to his prior position as a Paramedic Station Captain for the County. Mr. Bullock understands and acknowledges that as an "at will" employee, he will not have permanent status as Acting Chief of Emergency Medical Services, nor will his employment as Acting Chief be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that the System is ever modified to apply expressly to at-will employees. Among other

things, he will have no property interest in his employment as Acting Chief of Emergency Medical Services, no right to be terminated or disciplined as Acting Chief of Emergency Medical Services only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the CAO may, in his or her discretion, take during his employment as Acting Chief of Emergency Medical Services.

9. Mr. Bullock shall not be entitled to any severance pay or continued salary as Acting Chief of Emergency Medical Services under this Agreement in the event this Agreement, and his appointment as Acting Chief of Emergency Medical Services, is terminated by the CAO prior to its expiration. In such circumstances, his only remedy shall be to return to his previous position as a Paramedic Station Captain for Mono County.
10. Mr. Bullock may resign from the position of Acting Chief of Emergency Medical Services with the County at any time and return to his position as Paramedic Station Captain. His resignation shall be deemed effective when tendered, and this Agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Bullock shall not be entitled to any severance pay or additional compensation as Acting Chief of Emergency Medical Services after the effective date of such resignation.
11. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Bullock as Acting Chief of Emergency Medical Services.
12. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. Pursuant to Government Code sections 53243. Mr. Bullock shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Bullock is convicted of a crime involving abuse of office or position.
13. Mr. Bullock acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Bullock further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed by the parties this 9th day of August 2022.

EMPLOYEE

THE COUNTY OF MONO

N. Bryan Bullock

By: Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: CAO

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Employment Agreement - Director of Emergency Management

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Christopher Mokracek as Director of Emergency Management, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R____, approving a contract with Christopher Mokracek as Director of Emergency Management, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Total cost of salary and benefits for FY 2022-23 is approximately \$214,188, of which \$140,077 is salary, and \$74,111 is benefits. This is included in the County Administrator's Recommended budget.

CONTACT NAME: Cheyenne Stone

PHONE/EMAIL: 760-932-5410 / cstone@mono.ca.gov

SEND COPIES TO:

Chris Mokracek, Gail DuBlanc, Robert C. Lawton, Cheyenne Stone.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Employment Agreement

History

Time	Who	Approval
8/5/2022 2:31 PM	County Counsel	Yes
8/5/2022 3:08 PM	Finance	Yes
8/5/2022 4:59 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Robert C. Lawton
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

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COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

SERVICES

Chief Chris Mokracek

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors

From: Robert C. Lawton, CAO

Date: August 9, 2022

Re: Employment Agreement with Chris Mokracek

Recommended Action

Adopt Resolution #R22-___, approving a contract with Chris Mokracek as Director of Emergency Management, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute the said contract on behalf of the County.

Discussion

With the establishment of the position of Director of Emergency Management within the CAO's office earlier this year, there is a need to fill the vacancy. Mr. Mokracek has been asked to serve in the position on an interim basis and after recruitment has closed Mr. Mokracek has been asked to serve in the position on a permanent basis. Mr. Mokracek has extensive experience working in the County and we are excited about having him continue his work for the County as the Director of Emergency Management.



RESOLUTION NO. R22-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH CHRISTOPHER
MOKRACEK AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Employment Agreement of Christopher Mokracek, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Mr. Mokracek. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 9th day of August 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF CHRISTOPHER MOKRACEK
AS DIRECTOR OF EMERGENCY MANAGEMENT FOR MONO COUNTY**

This Agreement is entered into by and between Chris Mokracek and the County of Mono (hereinafter “County”).

I. RECITALS

Christopher Mokracek (hereinafter “Mr. Mokracek”) is currently employed by Mono County as its Interim Director of Emergency Management. The County wishes to now employ Mr. Mokracek as its Director of Emergency Management in accordance with the terms and conditions set forth in this Agreement. Mr. Mokracek wishes to accept such employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence August 9, 2022, and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. Commencing August 9, 2022, Mr. Mokracek shall be employed by Mono County as its Director of Emergency Management, serving at the will and pleasure of the County Administrative Officer (“CAO”). Mr. Mokracek accepts such employment. The County Administrative Officer shall be deemed the “appointing authority” for all purposes with respect to Mr. Mokracek’s employment. The County Administrative Officer and Mr. Mokracek will work together to establish specific, measurable, achievable, and realistic performance goals for Mr. Mokracek’s work. Mr. Mokracek’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the County Administrative Officer in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Management Compensation Policy**”). This agreement supersedes and replaces in all respects the previous agreement between Mr. Mokracek and County.
3. Mr. Mokracek’s salary shall be initially set at Range 20, Step B of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “**Salary Matrix**”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Mr. Mokracek understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his

retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

4. Mr. Mokracek shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Mr. Mokracek understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Mr. Mokracek’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Mokracek may have accrued as the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent, the same may be relevant in determining such accruals or Mr. Mokracek’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Mokracek’s full participation in applicable professional associations, for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Mokracek shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Mokracek’s employment, medical insurance, County dental and vision coverage, and life insurance.
7. Mr. Mokracek understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Mokracek cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Mokracek’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits

provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the “at will” nature of Mr. Mokracek’s employment, the County Administrative Officer may terminate Mr. Mokracek’s employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Mokracek understands and acknowledges that as an “at will” employee, he will not have permanent status, nor will his employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Mr. Mokracek’s employment.
9. In the event of a termination without cause under paragraph 8, Mr. Mokracek shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Mokracek shall not be entitled to any severance pay in the event that the CAO has grounds to discipline him on or about the time he gives him the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Mokracek shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
10. Mr. Mokracek may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Mokracek shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
11. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Mokracek.
12. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Mokracek’s employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing.

Rather, the parties intend that Mr. Mokracek's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Mr. Mokracek shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Mokracek is convicted of a crime involving abuse of office or position.

13. Mr. Mokracek acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Mokracek further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION

This Agreement is executed by the parties this 9th day of August, 2022.

EMPLOYEE

THE COUNTY OF MONO

Chris Mokracek

By: Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: CAO

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Employment Agreement - Budget Officer

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Megan M. Chapman as Budget Officer, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R_____, approving a contract with Megan M. Chapman as Budget Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Total cost of salary and benefits for FY 2022-23 is approximately \$161,286, of which \$121,004 is salary, and \$40,282 is benefits. This is included in the County Administrator's Recommended budget.

CONTACT NAME: John Craig, Assistant CAO

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Employment Agreement

History

Time	Who	Approval
8/5/2022 5:42 PM	County Counsel	Yes
8/5/2022 5:43 PM	Finance	Yes
8/5/2022 5:44 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Robert C. Lawton
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

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DISTRICT ATTORNEY

Hon. Tim Kendall

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Hon. Ingrid Braun

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COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

SERVICES

Chief Chris Mokracek

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CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors
From: Robert C. Lawton, CAO
Date: August 9, 2022
Re: Employment Agreement with Megan M. Chapman

Recommended Action

Adopt Resolution #R22-___, approving a contract with Megan Chapman as Budget Officer, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute the said contract on behalf of the County.

Discussion

With the creation of the new Budget Officer position under the CAO's office, we are transferring the incumbent Accountant III/IV, Megan Chapman, to the CAO's office. Megan has demonstrated the ability and experience to participate in and direct the development, preparation, and monitoring of the County budget and provide highly responsible and complex administrative and financial support to the County Administrative Officer, Board of Supervisors, and County Departments. Ms. Chapman has the distinguishing characteristics and knowledge to plan, direct, coordinate, review, and participate in fiscal and administrative activities and special projects. Megan Chapman has extensive experience working in the County and we are excited about having Megan continue her work for the County as the new Budget Officer.



RESOLUTION NO. R22-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING AN EMPLOYMENT AGREEMENT WITH MEGAN M. CHAPMAN
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Employment Agreement of Megan M. Chapman, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Ms. Chapman. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 9th day of August 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF MEGAN M. CHAPMAN
AS BUDGET OFFICER FOR MONO COUNTY**

This Agreement is entered into by and between Megan M. Chapman and the County of Mono (hereinafter “County”).

I. RECITALS

The County currently employs Megan M. Chapman (hereinafter “Ms. Chapman”) as an Accountant III and now wishes instead to employ Ms. Chapman as its Budget Officer, in accordance with the terms and conditions set forth in this Agreement. Ms. Chapman wishes to accept employment with the County as Budget Officer on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence August 9, 2022, and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. Effective August 9, 2022, Ms. Chapman shall be employed by Mono County as its Budget Officer, serving at the will and pleasure of the County Administrative Officer (“CAO”). Ms. Chapman accepts such employment. The CAO be deemed the “appointing authority” for all purposes with respect to Ms. Chapman’s employment. The CAO and Ms. Chapman will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Chapman’s work. Ms. Chapman’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the CAO in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Chapman’s salary shall be initially set at Range 17, Step B of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Chapman understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

5. Ms. Chapman shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave), during each calendar year of service under this Agreement, prorated in the first year to reflect Ms. Chapman’s start date. In addition, Ms. Chapman shall be entitled to an additional 80 hours of merit leave upon approval of this Agreement. In subsequent years the CAO may, in his or her sole discretion, provide Ms. Chapman with additional hours of merit leave beyond the 80 hours provided in this Agreement and in the Management Benefits Policy. Ms. Chapman understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of the calendar year in which it is provided, or it is lost. Consistent with Ms. Chapman’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Chapman may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Chapman’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. To the extent deemed appropriate by the CAO, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Chapman’s full participation in applicable professional associations, for her continued professional growth, and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Chapman shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Chapman’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Chapman understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Chapman cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore,

should Ms. Chapman's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Chapman's employment, the CAO may terminate Ms. Chapman's employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Chapman understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the CAO may, in his or her discretion, take during Ms. Chapman's employment.
10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Ms. Chapman shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Chapman shall not be entitled to any severance pay in the event that the CAO has grounds to discipline her on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Chapman shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Chapman may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Chapman shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Chapman.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Chapman's employment with the County nor to give rise to any future contractual remedies for

breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Chapman's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Ms. Chapman shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Chapman is convicted of a crime involving abuse of office or position.

14. Ms. Chapman acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Chapman further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION

This Agreement is executed by the parties this 9th day of August, 2022.

EMPLOYEE

THE COUNTY OF MONO

Megan M. Chapman

By: Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: Information Technology; Office of Emergency Management

TIME REQUIRED 30 minutes (15min. presentation; 15min. discussion)

PERSONS APPEARING BEFORE THE BOARD

Olivia Hollenhorst, GIS Specialist III/
GIS Team Lead, Chris Mokracek,
Interim Director of Emergency
Management

SUBJECT Introduction to READY Mono County Preparedness Portal

AGENDA DESCRIPTION:

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

Over the past year, the Information Technology Department has been collaborating with staff from Mono County and the Town of Mammoth Lakes to develop an emergency preparedness portal. Branded as READY Mono, this online resource provides real-time information and critical updates before, during, and after an emergency or natural disaster. Examples of these events include COVID-19 (Coronavirus), Public Safety Power Shutoffs, and wildfire. This agenda item will provide an overview and demonstration of each of these systems and provide an opportunity for the Board of Supervisors to ask questions and provide comments or feedback to staff.

RECOMMENDED ACTION:

Informational item. Provide staff direction as appropriate.

FISCAL IMPACT:

None.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time

Who

Approval

8/3/2022 4:37 PM	County Counsel	Yes
7/25/2022 1:47 PM	Finance	Yes
8/5/2022 2:00 PM	County Administrative Office	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

August 2, 2020

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Introduction to “READY Mono” emergency preparedness portal and evacuation planning efforts

Recommendation

Informational item. Provide staff direction as appropriate.

Discussion

Over the past year, the Information Technology Department has been collaborating with staff from Mono County and the Town of Mammoth Lakes to develop an emergency preparedness portal. Branded as **READY Mono**, this online resource provides real-time information and critical updates before, during, and after an emergency or natural disaster. Examples of these events include COVID-19 (Coronavirus), Public Safety Power Shutoffs, and wildfire.

Additionally, Mono County has invested in the Zonehaven Evacuation System (Zonehaven) as a tool to support the overall READY Mono preparedness and response effort. This web-based software platform provides tools to plan, manage, and communicate with targeted communities should an evacuation become necessary. Mono County and the Town of Mammoth Lakes are partnering to develop a community awareness campaign to introduce residents and visitors to the READY Mono portal, and to educate them on their evacuation zone to develop a greater level of awareness around emergency preparedness.

In order to ensure that emergency operations personnel within the agencies know how to effectively leverage these resources, Mono County and the Town of Mammoth Lakes will be conducting a neighborhood evacuation exercise for The Trails neighborhood in the Town of Mammoth Lakes on the afternoon of August 10th. This will allow the team to test the various systems which would be utilized during an actual evacuation, including the READY Mono portal, Zonehaven, and public alert systems such as CodeRed and Integrated Public Alert & Warning System (iPAWS).

This agenda item will provide an overview and demonstration of each of these systems and provide an opportunity for the Board of Supervisors to ask questions and provide comments or feedback to staff.

Fiscal Impact

No immediate fiscal impact is associated with this item.

Strategic Plan Alignment

Mono County Strategic Priorities

- 1. Improve Public Safety & Health
- ✕ 2. Enhance Quality of Life for County Residents
- ✕ 3. Fiscally Health County & Regional Economy
- 4. Improve County Operations
- ✕ 5. Support the County Workforce

IT Strategic Initiatives

- ✕ 1. Customer Success
- ✕ 2. Infrastructure & Security
- 3. Systems, Applications, and Data
- 4. Communications



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: County Counsel

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Stacey Simon, County Counsel and
Scott Pease, Summer Law Clerk

SUBJECT Ordinance Repealing Chapter 3.32
of the Mono County Code -
Television Translator Service Charge

AGENDA DESCRIPTION:

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

Proposed ordinance repealing Chapter 3.32 of the Mono County Code to remove the Television Translator Service Charge for County Service Areas No. 2 and No. 5 in alignment with current County practices.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None. This policy codifies the current County practice of not collecting Television Translator Service Charges.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Ordinance

History

Time	Who	Approval
8/2/2022 8:56 AM	County Counsel	Yes
7/26/2022 9:45 AM	Finance	Yes

8/5/2022 2:01 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck
Anne L. Frievalt

Deputy County Counsel
Emily R. Fox

Law Clerk
Scott Pease

**OFFICE OF THE
COUNTY COUNSEL**

Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon, County Counsel and Scott Pease, Summer Law Clerk

Re: Ordinance repealing Chapter 3.32 of the Mono County Code – Television Translator Service Charge

Recommended Action

Introduce, read title and waive further reading of proposed Ordinance repealing Mono County Code Chapter 3.32 – Television Translator Service Charge, in alignment with current County practices.

Strategic Plan Focus Areas Met

A Thriving Economy Safe and Healthy Communities
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

Chapter 3.32 of the Mono County Code establishes a Television Translator Service Charge for County Service Areas No. 2 and No. 5. The County has stopped collecting these service charges for both County Service Areas due to outdated technology and lack of demand. This ordinance would repeal the entirety of Mono County Code Chapter 3.32 to be in alignment with the current County practice of not collecting these service charges for both County Service Areas. Representatives of CSA No. 2 and No. 5 are aware that this “housekeeping” item is coming before the Board.

If you have any questions regarding this item prior to your meeting, please call Stacey Simon at 760-924-1704.



ORDINANCE NO. ORD22-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS REPEALLING CHAPTER 3.32
OF THE MONO COUNTY CODE TO REMOVE THE TELEVISION TRANSLATOR
SERVICE CHARGE FOR COUNTY SERVICE AREAS NO. 2 AND NO. 5 IN
ALIGNMENT WITH CURRENT COUNTY PRACTICE**

WHEREAS, Mono County Code Chapter 3.32 Article I establishes a charge for television translator service for county service area No. 2, pursuant to Government Code section 25210.77a (repealed 2009); and

WHEREAS, Mono County Code Chapter 3.32 Article II establishes a charge for television translator service for county service area No. 5, pursuant to Government Code section 25210.77a (repealed 2009); and

WHEREAS, Mono County Code Section 3.32.030 designates the service rate for television translator service within county service area No. 2 as fifty dollars per year for each living unit and one hundred dollars per year for parcels with more than one living unit; and

WHEREAS, Mono County Code Section 3.32.090 designates the service rate for television translator service within county service area No. 5 as thirty-four dollars per year for each living unit or television unit; and

WHEREAS, Mono County Code Sections 3.32.50 and 3.32.110 provide for the collection of the service charges on the tax roll in the same manner and at the same time as the general ad valorem property taxes are collected; and

WHEREAS, the Mono County Tax Collector has stopped collecting service charges for county service areas No. 2 and No. 5 due to outdated equipment and lack of demand for the television translator service; and

WHEREAS, the Board now wishes to repeal Mono County Code Chapter 3.32 in its entirety to reflect current county practices;

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

SECTION ONE: Chapter 3.32 of the Mono County Code is hereby repealed in its entirety.

SECTION TWO: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government

1 Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the
2 Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take
3 effect until 30 days after the date of publication.

4 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2022,
5 by the following vote, to wit:

6 **AYES:**

7 **NOES:**

8 **ABSENT:**

9 **ABSTAIN:**

10 _____
11 Bob Gardner, Chair
12 Mono County Board of Supervisors

13 **ATTEST:**

14 **APPROVED AS TO FORM:**

15 _____
16 Clerk of the Board

17 _____
18 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: County Counsel

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Stacey Simon, County Counsel

SUBJECT Ordinance Amending Chapter 7.36 of
the Mono County Code - Wells

AGENDA DESCRIPTION:

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

Proposed ordinance to amend Mono County Code Chapter 7.36 to revise and clarify procedures related to the processing of applications for groundwater wells and conducting associated environmental review.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None. These proposed policies do not require additional funding.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 7608241704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Ordinance
Ordinance Exhibit A
Ordinance Exhibit B

History

Time	Who	Approval
8/3/2022 4:38 PM	County Counsel	Yes

8/4/2022 11:01 AM

Finance

Yes

8/5/2022 2:01 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck
Anne L. Frievalt

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**

Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

Law Clerk
Scott Pease

To: Board of Supervisors

From: Stacey Simon, County Counsel

Re: Proposed Ordinance Amending Chapter 7.36 of the Mono County Code - Wells

Recommended Action

Introduce, read title and waive further reading of proposed ordinance amending Mono County Code Chapter 7.36 to revise and clarify procedures related to the processing of applications for groundwater wells.

Strategic Plan Focus Areas Met

- A Thriving Economy Safe and Healthy Communities
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

The proposed ordinance amends Mono County Code Chapter 7.36 to establish two separate but related procedures for the processing of permits for groundwater wells. First, Exhibit A adds Section 7.36.041 to the Mono County Code, titled "Classification of Permits." This section establishes the rebuttable presumption that well permit decisions are ministerial acts under the California Environmental Quality Act (CEQA). This section is drafted in response to the California Supreme Court decision *Protecting Our Water and Environmental Resources v. County of Stanislaus* in which the Court held that a well-permitting agency cannot treat all well permit decisions as ministerial. The Court's ruling allows for case-specific classification regarding whether permitting decisions involve discretionary decisions from County officials pursuant to guidelines set forth in Bulletin No. 74 or other legally binding authorities. This proposed amendment brings County practices in alignment with this California case law.

Second, Exhibit B amends Mono County Code Section 7.36.040 to add a new subsection "D." This subsection requires that before the County processes a well permit application, the applicant sign a Permitting Agreement which must include a section on defense and indemnification.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.



ORDINANCE NO. ORD22-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING CHAPTER 7.36
OF THE MONO COUNTY CODE TO REVISE AND
CLARIFY PROCEDURES FOR THE PROCESSING OF
APPLICATIONS FOR GROUNDWATER WELLS**

WHEREAS, Mono County Environmental Health Department establishes guidelines for regulating the construction, modification, repair, abandonment or destruction of wells; and

WHEREAS, the State of California sets forth “Water Well Standards” in Chapter II of the California Department of Water Resources Bulletin No. 74, which establish minimum standards for well structures and well locations with respect to pollutants and contaminants; and

WHEREAS, the State of California’s Executive Order N-7-22 establishes further requirements during this time of exceptional drought regarding interference with the functioning of existing nearby wells and the avoidance of subsidence; and

WHEREAS, when the Mono County Environmental Health Department issues well permits, the default posture of the County is that those permits are ministerial acts unless they involve discretion under Bulletin No. 74 or other legally binding authorities; and

WHEREAS, the Supreme Court of California created binding legal precedent allowing for case-specific ministerial classification when permitting decisions do not involve discretionary decisions from County officials regarding guidelines set forth in Bulletin No. 74 and other legally binding authorities; and

WHEREAS, Mono County wishes to create a process and related requirements for the processing of well permit applications that are discretionary under legally binding authorities, including review of such applications under the California Environmental Quality Act (CEQA);

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

SECTION ONE: Section 7.36.041 “Classification of Permits” is hereby added to the Mono County Code as set forth in Exhibit A to this Ordinance, attached hereto and incorporated by this reference.

SECTION TWO: Section 7.36.040 is hereby amended to add a new Subsection “D.” to the Mono County Code as set forth in Exhibit B to this Ordinance, attached hereto and incorporated by this reference. The remaining subsections of section 7.36.040 shall be renumbered accordingly.

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

7 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2022,
8 by the following vote, to wit:

9 **AYES:**

10 **NOES:**

11 **ABSENT:**

12 **ABSTAIN:**

13 _____
14 Bob Gardner, Chair
15 Mono County Board of Supervisors

16 **ATTEST:**

17 **APPROVED AS TO FORM:**

18 _____
19 Clerk of the Board

20 _____
21 County Counsel

EXHIBIT A

Chapter 7.36 WELLS

Sections:

7.36.041 Classification of Permits.

- A. It shall be rebuttably presumed that all well permitting decisions are ministerial acts under the California Environmental Quality Act (CEQA). That presumption shall be rebutted where discretion must be exercised in accordance with the following authorities, as same may be amended from time to time:
1. California Department of Water Resources Bulletin No. 74, Chapter II, Section 8.A;
 2. California Department of Water Resources Bulletin No. 74, Chapter II, Section 8.B;
 3. California Department of Water Resources Bulletin No. 74, Chapter II, Section 8.C;
 4. California Department of Water Resources Bulletin No. 74, Chapter II, Section 9;
 5. Other legally binding authorities, such as, but not limited to, State of California Executive Orders.
- B. If any of the standards set forth by the authorities stated in 7.36.041(A) apply and the health officer utilizes discretion in issuing well permits in accordance with those authorities, then the issuance of the well permit shall be a discretionary act under CEQA and permit applicants shall be responsible for the cost and preparation of any reports and documentation required by CEQA in accordance with policy established by the health officer or his or her designee.

EXHIBIT B

Chapter 7.36 WELLS

Sections:

7.36.040

- D. Permitting Agreements; Defense and Indemnification. Pursuant to Section 7.36.041 of this Title, Applicant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the County's acts or omissions with regard to its compliance with CEQA or other laws, with regard to the preparation and processing of the CEQA reports and documentation and with regard to the decision based thereon concerning Applicant's Project. Prior to processing an application for a well permit, the health officer shall require the Applicant to sign a Permitting Agreement which includes a section implementing the requirements of this Subsection.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

Departments: CAO

TIME REQUIRED 30 minutes

SUBJECT FY 2022-23 Budget Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, County
Administrative Officer; Megan
Mahaffey, Budget Officer

AGENDA DESCRIPTION:

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

Since the department requested budgets were brought to the board in a workshop from May 23 through May 25 the County Administrative Officer has met with Department budget teams to assess requests with needs and remove any discrepancies from when the budgets were submitted prior to the workshop. The most significant changes to the requested budgets came from the Sheriff, Public Works, EMS and Information Technology.

RECOMMENDED ACTION:

Receive update on budget development since board workshop and provide direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Megan Mahaffey

PHONE/EMAIL: 760-924-1836 / mmahaffey@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Budget Update Presentation

History

Time	Who	Approval
8/5/2022 6:13 PM	County Counsel	Yes

8/5/2022 6:15 PM

Finance

Yes

8/5/2022 6:15 PM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Robert C. Lawton
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

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Malinda Huggans

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

SERVICES

To be determined

FINANCE

Janet Dutcher
CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

Date: August 9, 2022

To: Supervisors, Colleagues, and Community Members

From: Robert C. Lawton

In accordance with Section 29000, Government Code, referred to as the County Budget Act, the County Administrative Officer is pleased to present an update to Mono County's FY 2022-23 Recommended Budget. The County Administrative Officer will publish the Budget book by September 2, 2022. The Recommended Budget will be presented to the Board for adoption through a public hearing on September 13, 2022. Department participation was essential, and the budget continues to be a collaborative effort between the CAO and all departments.

The Mono County Budget for FY 2022-23 comprises approximately \$126.6 million in revenues and \$139.5 million in expenditures. The General Fund makes up \$45.1 Million of both revenues and expenditures, or 32.3% of the Mono County Budget.

Since moving the Budget into the CAO's office after the adoption of the FY 2021-22 Budget, the following changes have taken place:

1. The mid-year budget review was forward-facing.
2. Addition of 3rd Quarter Budget review/forecast.
3. Resuming the process in November for the FY2023 budget for CIP.
4. Strategic Plan adoption for Budget strategic priorities.

The goal of the adjusted budget process is for departments to engage throughout the year on their budgeted revenues and expenditures to ensure a better county-wide understanding and correlation between revenues/expenditures and department services. This allows the Mono County Board to know spending patterns and where the County will fall short by way of Fund Balance by June 30th every year.

The General Fund is anticipated to be structurally balanced for FY 2022-23. There will be no use of Fund Balance for expenditures in FY 2022-23. Mono County will use current year revenues to pay for current year expenditures. The main differences between the Mono County FY 2021-22 Adopted Budget and the FY 2022-23 Recommended Budget are seen in staffing changes, rate increases due to inflation, and an additional \$2 million in new operating revenues that could not be reasonably predicted during the pandemic conditions, which characterized multiple economic constraints and closures to our County tourist economy.

Changes to the Allocation list from FY 2021-22 to FY 2022-23

The County Administrative Office has added a Director of Emergency Management, a newly created position. The position of County Budget Officer is a reallocation of an existing Accountant III position from Finance. The Budget Officer will fulfill needed roles for Mono County. Additionally, the Housing Opportunities Manager has been moved out of the Housing Fund 188 and into the Office of the CAO as this is an ongoing need for Mono County.

Public Works has combined the former Fleet Services and Road Operations. They fall under the supervision of a single Road Operations and Fleet Superintendent, directing a Fleet Maintenance Manager.

Social Services added a new Eligibility Specialist Trainee I/II to their team to help with the current caseload to be paid for with Medical and CalFresh Administrative funds. The former Social Services Program Manager was also reclassified as Child and Adult Services Manager.

The Sheriff's Office added a Sergeant to the allocation list in place of one of the three frozen Deputy Sheriff positions. This addition brings the total number of Sergeants to four and will allow overtime to be spread amongst four people instead of three. This is a needed addition to the Sheriff's Office as there always needs to be a Sergeant on duty, and the rotation and need took a toll on the team.

Public Health had a number of staffing changes from the FY 2021-22 Adopted Budget, reflecting a few Limited Term positions supported by grant funding.

Community Development made adjustments to staff to accommodate the ongoing workload. A number of temp positions were removed to provide for staffing during a number of maternity/paternity needs. The FY 2022-23 budget includes the 15.2 FTE positions at various allocation percentages based on the ability to work filling the principal planner with a retired annuitant. An additional planning analyst was requested to be added to the allocation list and was not funded.

Behavioral Health had several changes to the allocation list from FY 2021-22. Two Psych Specialist I's were reclassified as Psych Specialist II's. Two Staff Services Analyst II were reclassified to Quality Assurance Coordinator III. An Accountant II was converted to Staff Services Manager. Additionally, a Substance Use Disorder Counselor III and a Quality Assurance Coordinator III were added to the allocation list.

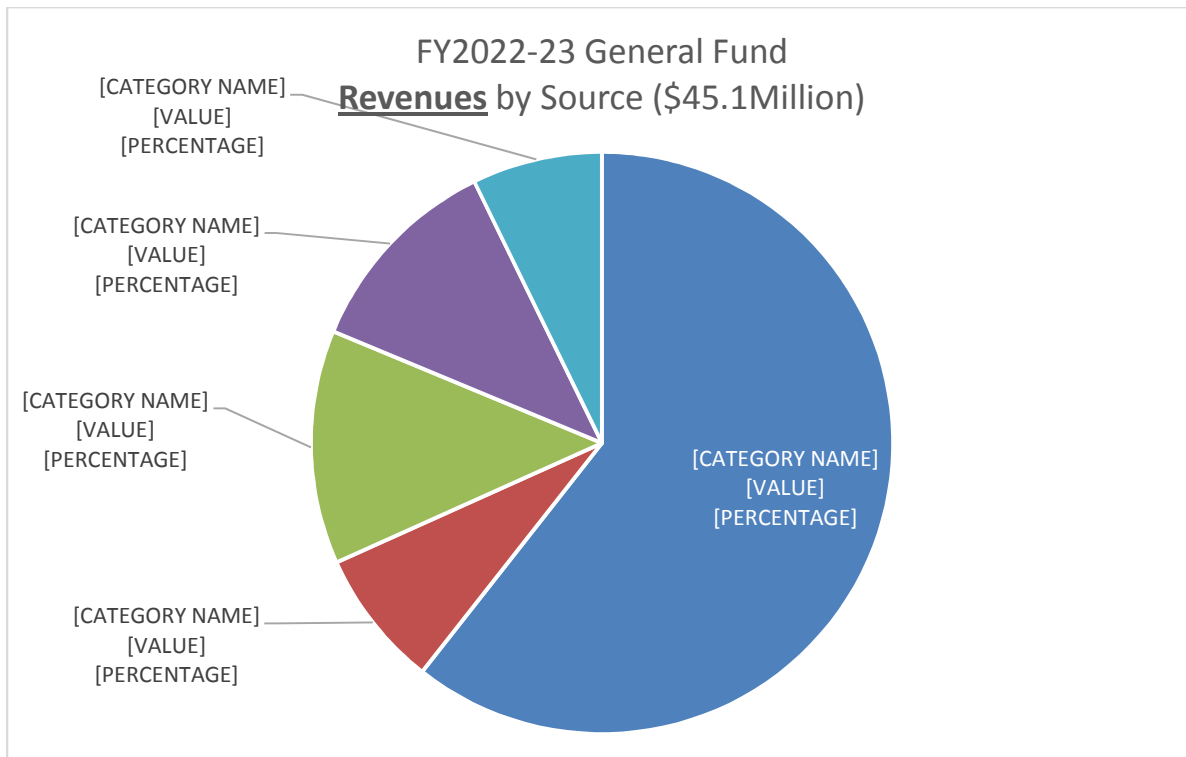
Changes to the Department Budget requests from FY 2021-22 to FY 2022-23

The Adopted FY 2021-22 budget was composed of \$116.1 million in revenues and \$124.9 million in expenditures compared to \$126.2 million in revenues and \$139.5 million in expenditures for Recommended Budget for FY 2022-23. The General Fund adopted FY 2021-22 budget was for approximately \$40.3 million in revenues and \$41.5 million in expenditures compared to the Recommended Budget of FY 2022-23 of \$45.1 million. The increase in the size of the General Fund budget is due to the increased assessed property tax roll and other general revenues. The General fund as a % of total budgeted expenditures decreased from 33.8% in FY 2021-22 to 31.7% in FY 2022-23. This shows an increase in outside funding sources contributing to Mono County Services. The increase in the total budget from \$124.9 million to \$139.5 million or 9% in expenditures is due to increasing costs, largely due to inflation and the cost of goods. Expenditures for Capital increased from \$38,369,661 to \$44,309,139 or 15%. Services and Supplies increased from \$26,735,948 to \$30,265,248 or 13%. Vehicle costs increased from \$2,046,991 to \$3,317,633 or 62%. Equip Maintenance & Repair increased from \$674,786 to \$986,119 or 46%. Motor Pool expenses increased from \$1,081,245 to \$1,555,838 or 44%. Vehicle

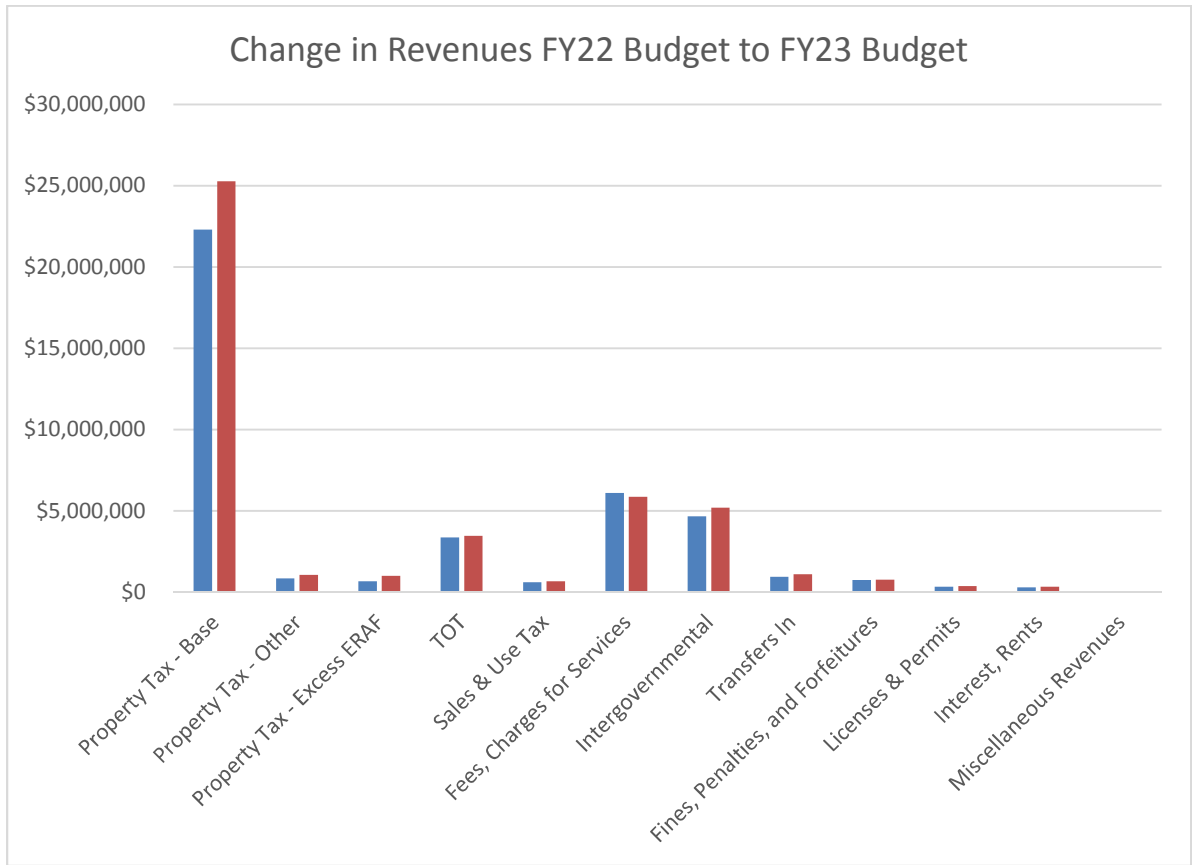
Fuel Costs increased from \$954,246 to \$1,760,295 or 84%. Facility Equip Maintenance & Repair increased from \$674,786 to \$986,119 or 46%. Salary and Benefit budgeted expenditures only increased by 4% between FY 2021-22 and FY 2022-23. Most of the above can be attributed to the current economic climate, with inflation at an all-time high and increasing the cost of goods and services. While Expenditures increased from \$125 million to \$139 million or 11%, total Revenues increased from \$116 million in FY 2021-22 to \$126 million or 8% for FY 2022-23. This shows an increase in the use of Fund Balance, but not in the General Fund for increasing expenditure costs.

The most significant changes to objects from FY 2021-22 to FY 2022-23 are as follows: The Retiree Health liability was paid off in FY 2021-22; due to the use of accumulating resources in the County 115 trust account. The FY 2022-23 budget reflects a decrease in expenditure to Employee Benefits object 22110 as Retiree Health is now fully funded. However, there is still a chance of liability, which may be illustrated in the financial statements because we may anticipate financing the rest from future earnings. There needs to be caution here because of market volatility and potential investment losses, which could result in going back to funding OPED in the budget. An object code for funding the Pension Rate Stabilization Trust was added to General Fund Budget units and is seen as object code 22125 PRST Contribution and is funded at \$1.2 million. Object code 32950 for expenditures of Rents. Leases decreased 91% due to moving the budget for the new Civic Center from Rents, and Leases object 32950 for the Civic Center to a new account 60110 Civic Center additionally a move from the use of account 17500 Loan Repayments to Transfer In account 18100 is now used for all Debt Service in Fund 198. This resulted in a 39% increase county-wide for Transfers In. FY 2022-23 has a budget increase for recruiting expenses across county departments to help fill vacancies for needed positions county-wide.

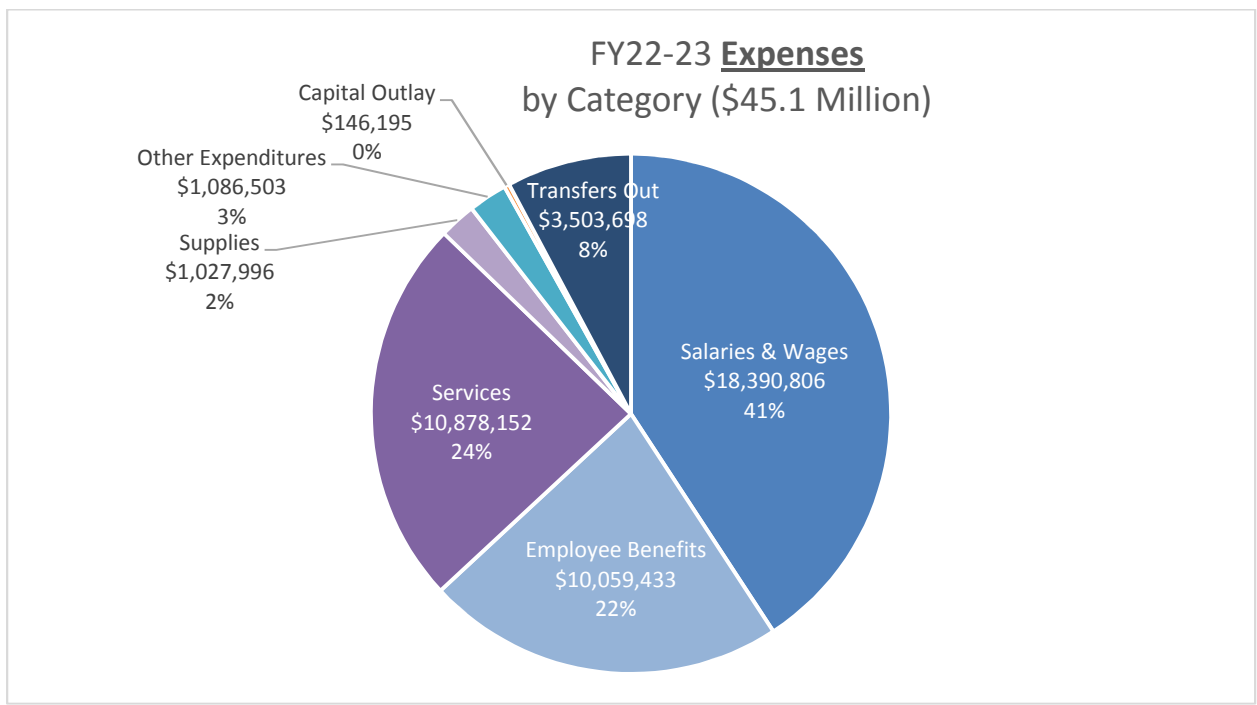
Budget In Summary FY 2021-22 compared to FY 2022-23



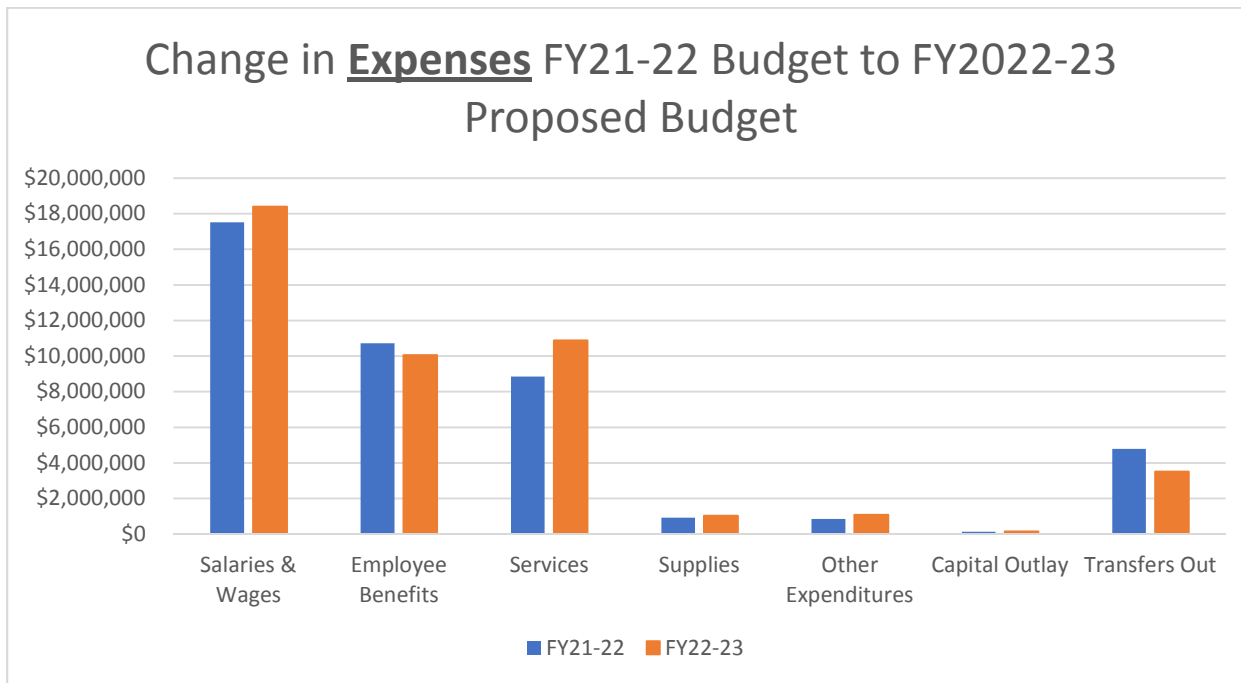
FY 2021-22 Countywide Revenues compared to FY 2022-23



FY 2022-23 Countywide Expenditures by Object compared to FY 2021-22 Expenditures by Object.



Overview of General Fund budget FY 2021-22 compared to Recommended FY 2022-23



Changes to Department Budget requests for FY 2022-23 since the Board Workshop in May

Since the department-requested budgets were brought to the Board in workshops from May 23rd through May 25th, the County Administrative Officer had met with Department budget teams to assess requests with needs and remove any discrepancies from when the budgets were submitted prior to the workshop. The most significant changes to the requested budgets came from the Sheriff, Public Works, EMS, and Information Technology.

The Sheriff offered to remove unfunded positions previously included in the allocation list and freeze two positions needed for the department's longevity in exchange for the addition of a Sergeant.

The Emergency Medical Services department agreed to focus on revenues to offset their costs to the general fund. The department will put resources toward collecting fees already billed and revisit its fee schedule to help offset ongoing departmental costs of increasing the paramedic to EMT ratio to 20:4.

Public Works made a number of significant shifts to their budgets. The biggest change was the decision to delay the financing of CARB compliance purchases of \$1.5 million. With the change in leadership of this Department and uncertainty of the operational needs of Motor Pool, the heavy equipment purchases have been delayed allowing for time to bring forward the ongoing needs of Motor Pool to bring Mono County into CARB compliance with a five-year loan from Economic Stabilization. Additionally, the purchase and sale of unleaded fuel have been moved from the Road fund to Motor Pool, representing an unfunded need that may need further consideration at mid-year or later determined by the Public Works Director. This does not create a surplus. In the road fund, the fuel revenue = fuel expense. In motor pool, the fuel revenue > fuel expense because of the surcharge to replace fueling infrastructure. Changes will be made to the operation of these funds in the next year, and resources will be put toward ensuring the fiscal health of the Motor Pool Fund, Road Fund, and Solid Waste Fund.

Information Technology revised its funding requested for the State of California Radio Interoperability System (CRIS) within their departmental budget so that the need and cost can be evaluated separately. There is funding for the planning of this effort. This implementation will be taken to the Board separately, pending the outcome of Mono County's request for Congressionally directed spending. The Town of Mammoth Lakes and Mammoth Lakes Fire Department will move to the CRIS radio service by June 30, 2023. Mono County should follow suit within six months of implementing CRIS in Mammoth. This emerging issue will be returned to the Board with data for implementation as available. There were many other offerings from departments to reduce the general fund deficit. This team effort will be expressed in greater detail in the recommended budget document on a department-by-department basis. The actions of department leadership and staff in developing a structurally balanced budget cannot be commended strongly enough.

The following departments agreed to reduce budgeted salaries and benefits of vacant positions to realize known salary savings: Assessor, Community Development, EMS, Probation, Public Works, and Sheriff, as previously stated and offered.

In addition to the above changes to expenditures requested for FY 2022-23, general revenues increased by approximately \$2.3 million. The main increases to general revenues are seen in Property Tax – Current Secured from \$19,789,000 to \$21,165,000; Property Tax – Current Unsecured from \$1,079,000 to \$1,292,000; and Excess ERAF as stated before from a budget of \$500,000 to \$1,000,000. The revenue increases reflect the Assessor's updated roll delivered to the Board on July 12th and the ongoing review of projected Excess ERAF.

What the FY 2022-23 budget does not include

The last Capital Improvement Plan (CIP) was done in 2018 and has not been revisited or updated. The new Budget process will include an annual revisit of the CIP in November every year. This will allow Mono County to update CIP needs regularly so that County Wide projects are continually updated and reviewed for better operations and identified funding needs. Solid Waste will have operational changes if and when the Benton Landfill closes. With various environmental challenges, we expect the coming years to be more expensive than in past years. These expenses will pass on to customers. Funding loss to the County may be compounded when some of these customers find alternative methods to manage their Solid Waste. There are a number of unknowns, but we have done our best to accommodate what we think will be the needs of Solid Waste through June 30, 2023.

Motor Pool has ongoing heavy equipment needs for CARB and fleet replacement; an ongoing analysis is fully needed in the FY 2022-23 budget. The operation of the pool will be reviewed by Public Works, Finance, and CAO's office to ensure fees are adequate for overhead, maintenance, and future replacement costs. More than half of the heavy equipment in the fleet has either outlived its useful life or must be replaced to meet California Air Resources Board (CARB) on and off-road diesel regulations. The passenger and emergency vehicle fleet has a similar challenge. Some vehicles have exceeded their useful mileage, while others have exceeded their useful age. A vehicle replacement strategy will return to your board after complete evaluation to present a sustainable program.

Furthermore, there is uncertainty in costs associated with the jail project, cost escalation, pension cost with PERS 6.1% loss, aging workforce, and potential payouts for accrued vacation and sick leave, along with deteriorating Bridgeport facilities, which will be addressed at a later time with the new Public Works Director.

Available General Fund Carryover Balance for Spending in FY 2022-23

With leadership from the Board, the County has made significant progress toward reducing the all-time high budget deficit in 2019 of approximately \$6.2 million FY 2021-22. The FY 2021-22 Budget utilized \$1.2 million of projected carryover from 2020-21 to balance FY 2021-22 budgeted expenditures. The FY 2022-23 budget does not use fund balance as previously stated but instead uses current year revenues to fund current year expenditures. There will be a surplus of carryover balance from FY 2021-22. The County is no longer dependent on carryover balance and instead, carryover will become a strategic asset. When the carryover balance is confirmed after the accrual period closes on September 30th, a recommended use of fund balance will be brought back to your Board for input.

Concluding Comments

The CAO is proud of the changes that have been made to the budget process and looks forward to further improvements in the coming year. The importance of budget in each department's operations is essential for accountability and delivering services needed by our communities. Mono County will continue to visit the budget along with progress on Strategic Plan Objectives to ensure that services are provided and delivered to meet the needs of the communities.

Sincerely,



Robert C. Lawton
County Administrative Officer



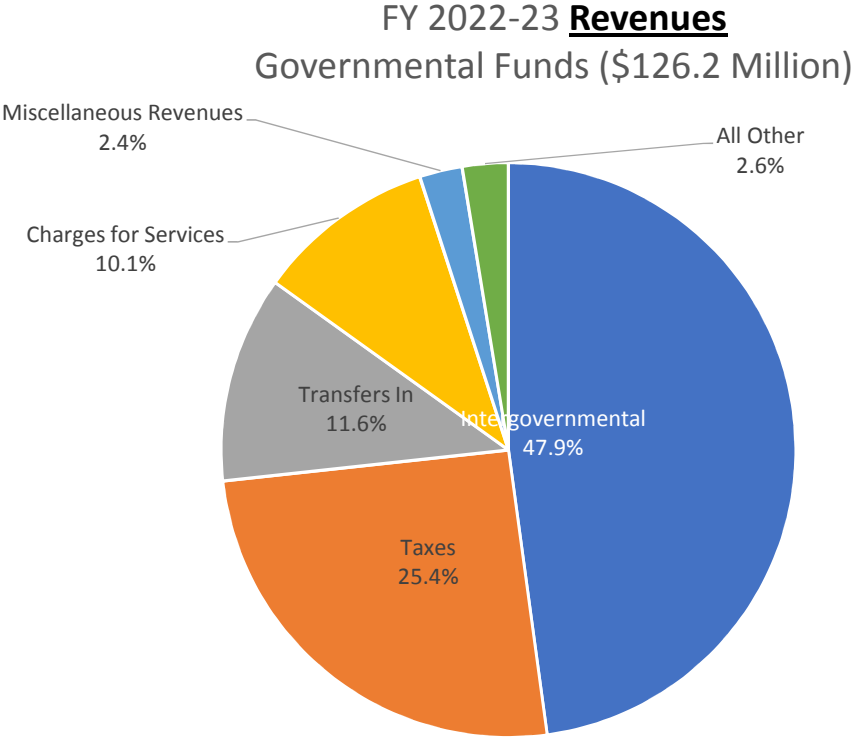
Mono County

Preliminary General Fund Forecast – FY23 to FY28

August 9, 2022

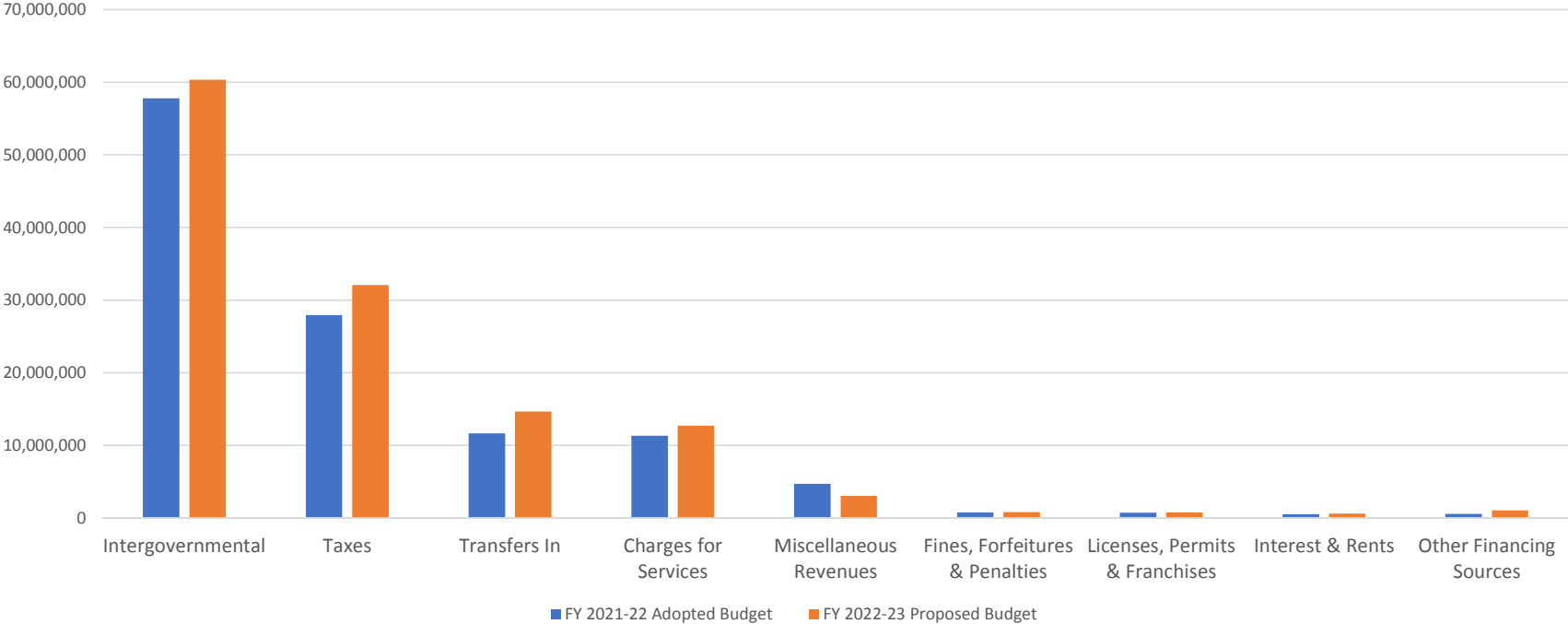
Revenues

Governmental Funds | Revenues

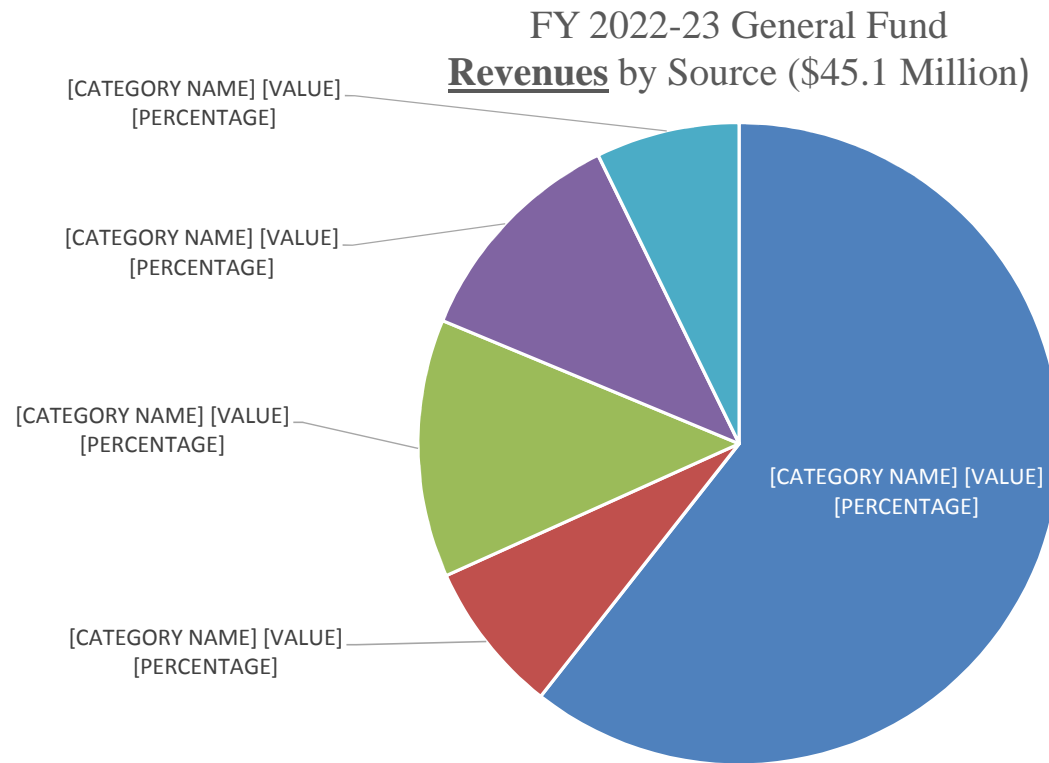


Governmental Funds | Change

Comparison of Governmental Funds **Revenue**
 FY 2021-22 and FY 2022-23 Budgets

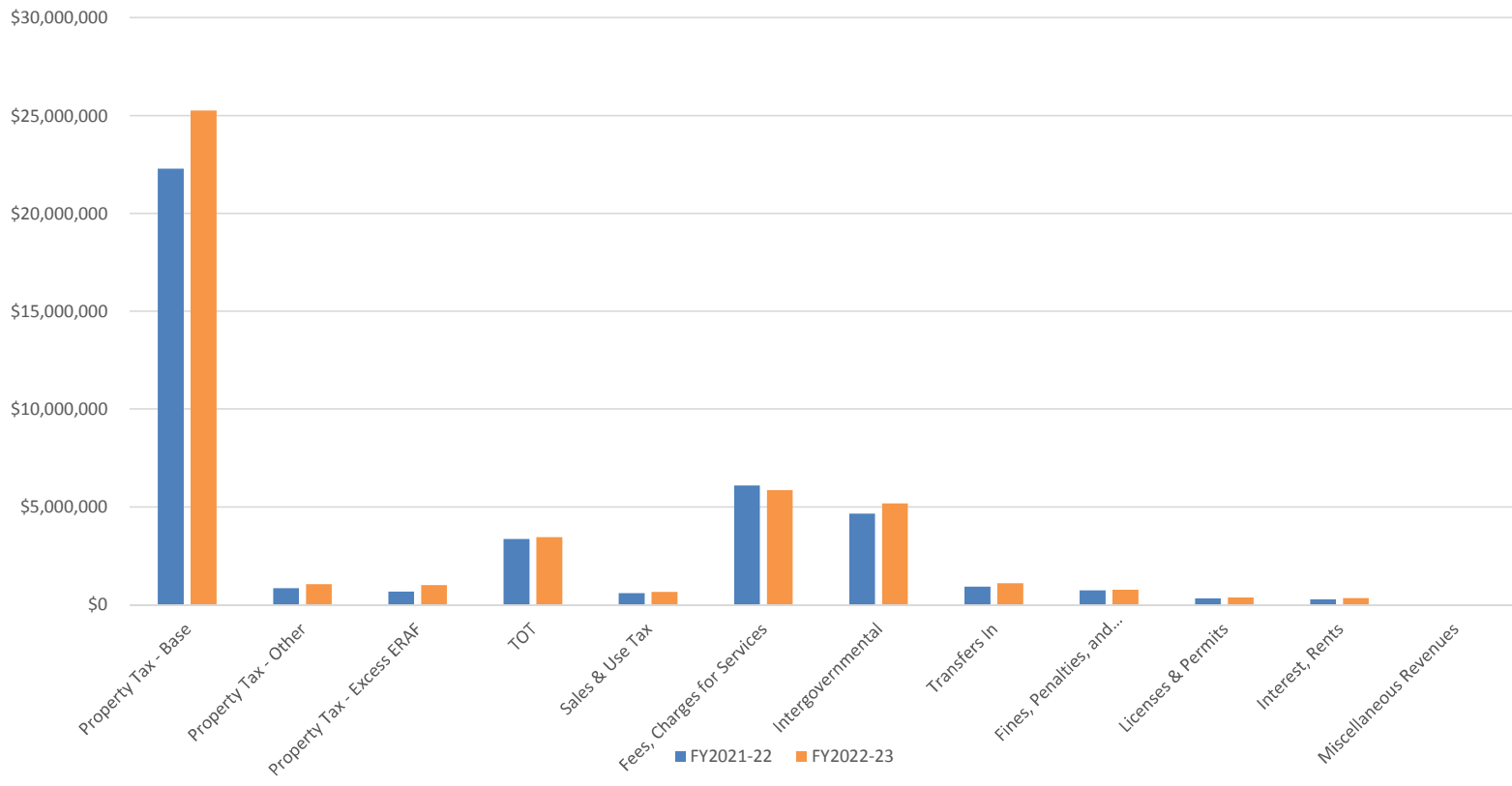


Mono County GF | Revenues



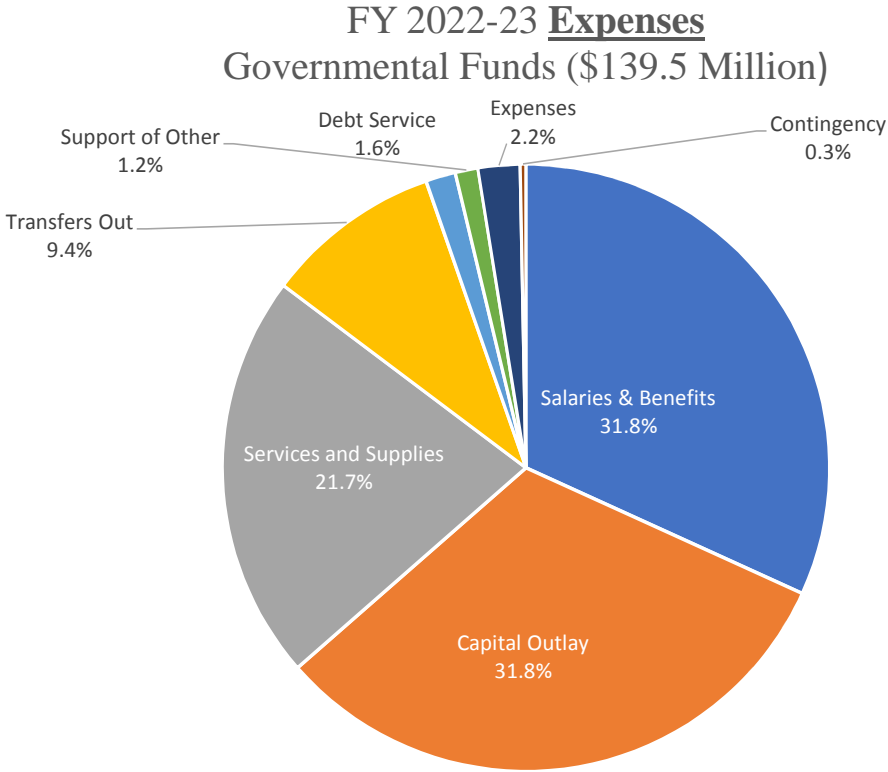
Mono County GF Revenue | Change

Change in Revenues FY 2021-22 Budget to FY 2022-23 Proposed Budget



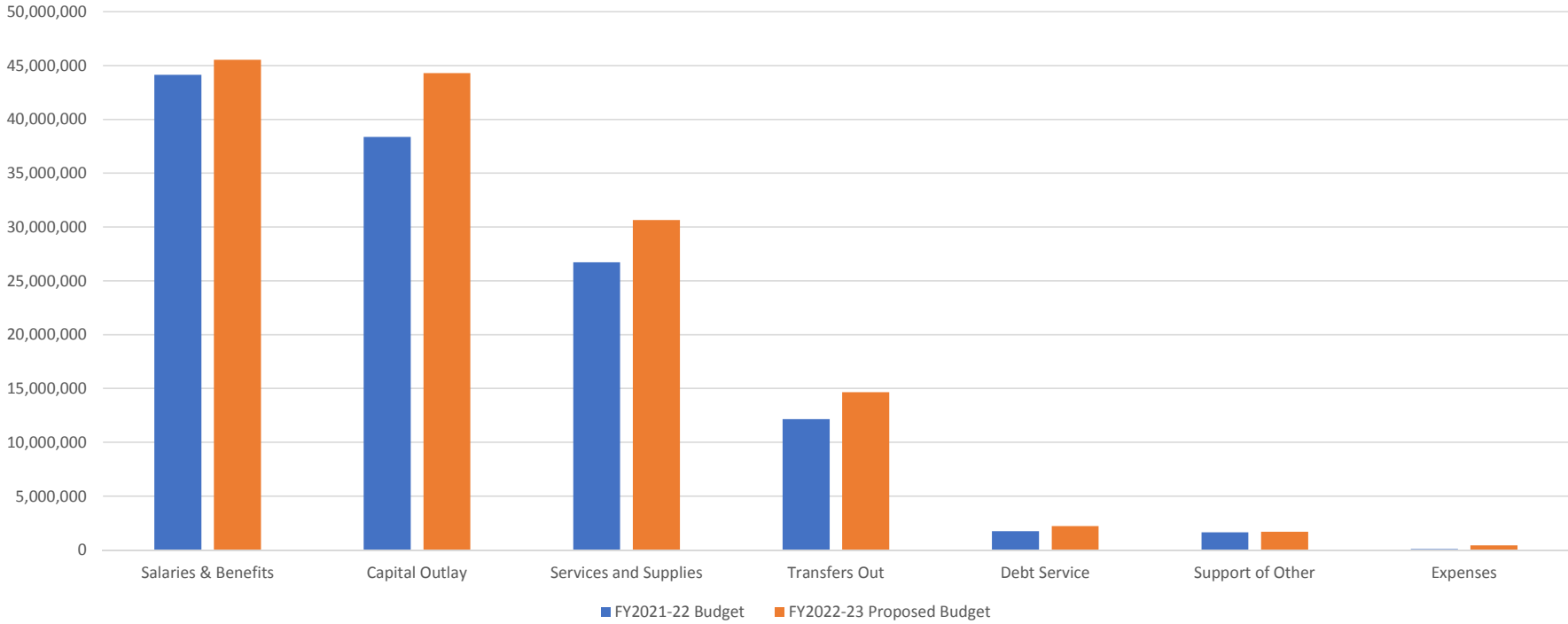
Expenses

Governmental Funds | Expenses

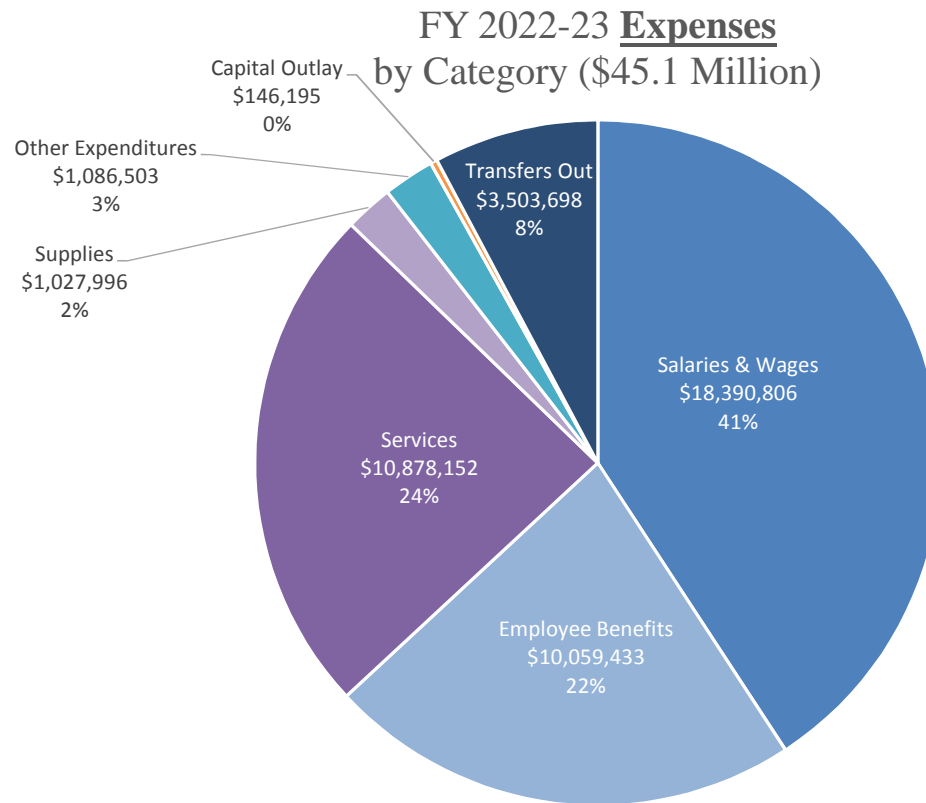


Governmental Funds | Change

Comparison of Governmental Funds Expenses
FY2021-22 and FY2022-23 Budgets

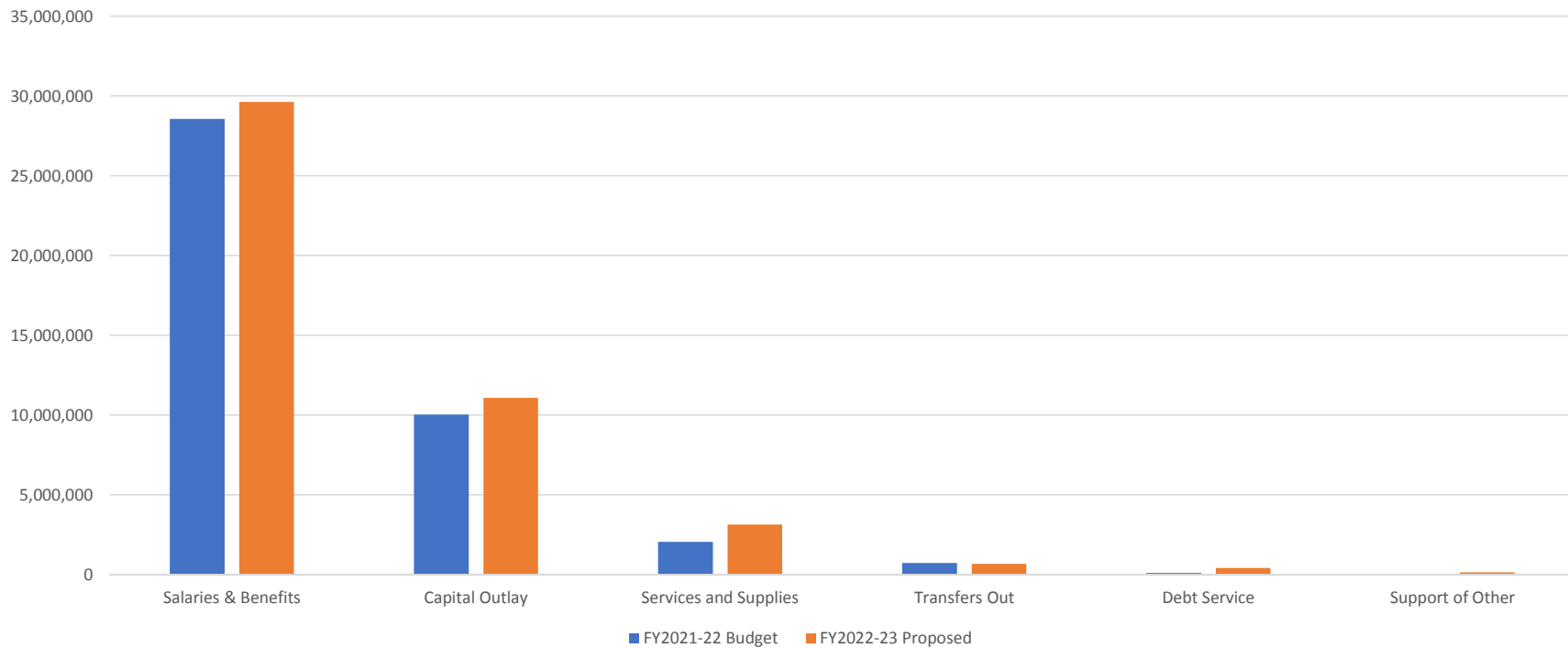


Mono County GF | Expenses



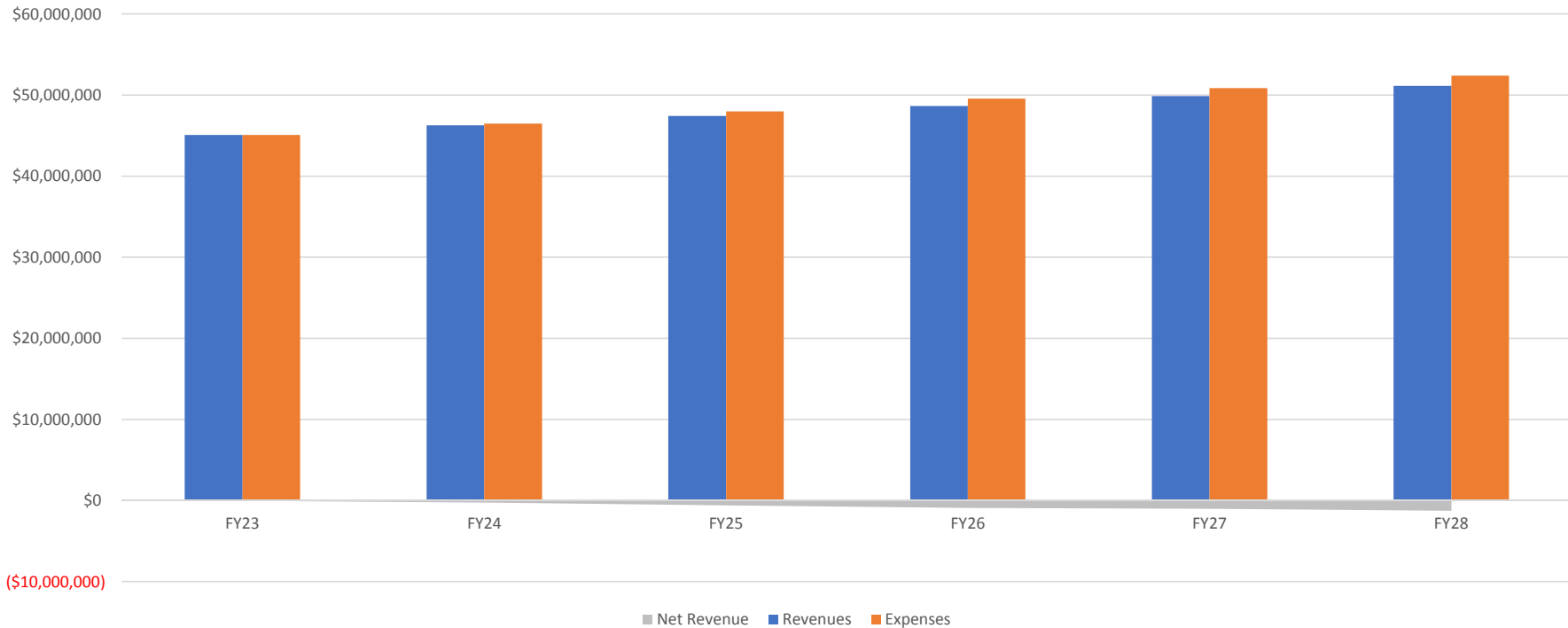
Mono County GF | Change

Comparison of Governmental Funds Expenses
FY2021-22 and FY2022-23 Budgets



Baseline Budget Forecast

Requested General Fund Budget Forecast
Mono County FY23-FY28



Questions?



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono et al., v. City of Los Angeles et al. (First District California Court of Appeal, Case No.: A162590)

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
8/5/2022 2:27 PM	County Counsel	Yes
8/5/2022 3:06 PM	Finance	Yes
8/5/2022 4:25 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)
No Attachments Available

History

Time	Who	Approval
8/5/2022 2:27 PM	County Counsel	Yes
8/5/2022 3:06 PM	Finance	Yes
8/5/2022 4:25 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 9, 2022

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

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.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval