



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: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA
93546

Regular Meeting August 15, 2023

TELECONFERENCE INFORMATION

This meeting will be held in person at the location listed above. Additionally, a teleconference location will be available where the public and members of the Board may participate by electronic means.

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - 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.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/84030887363> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 840 3088 7363.

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 840 3088 7363.

To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

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: https://monocounty.granicus.com/MediaPlayer.php?publish_id=c990fc2b-61b3-451f-a38e-a0074e365b18

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. Review of Emergency Declarations - 2022/23 Winter Storms

Departments: Emergency Management

Review of local declarations of emergency related to 2023 severe winter storms proclaimed on January 10 and February 28, by the Mono County Emergency Services Director and ratified by the Board of Supervisors on January 17 and March 7, respectively (last review date: June 20, 2023).

Recommended Action: 1) Find that conditions justifying the two emergency declarations made by Mono County as a result of severe winter storms continue to exist and the emergency declarations should remain in place; and (2) Direct staff to agendize a subsequent review of the emergency declarations within 60 days as required by Government Code section 8630.

Fiscal Impact: Maintenance of the emergency declarations continues the County's eligibility for state and federal disaster assistance.

B. County of Inyo Hazardous Materials Program Management Services Contract

Departments: Health and Human Services - Environmental Health Division

Proposed contract with County of Inyo pertaining to Hazardous Materials Program Management Services.

Recommended Action: Approve, and authorize Chair to sign, contract with County of Inyo for Hazardous Materials Program Management Services for the period July 1, 2023, through June 30, 2026, and a not-to-exceed amount of \$300,000.

Fiscal Impact: Contract shall not exceed \$300,000. Per fiscal year amount shall not exceed \$100,000. Contract is included in the 2023/2024 fiscal year preliminary and recommended budget.

C. Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application FY 2023-24

Departments: Health and Human Services - Public Health Division

Proposed contract with California Department of Public Health, pertaining to Maternal, Child, and Adolescent Health (MCAH) Division Agreement Funding Application (AFA) for Fiscal Year 2023-2024.

Recommended Action: Approve, and authorize Chair to sign, contract with California Department of Public Health for Maternal, Child, and Adolescent Health (MCAH) Division Agreement Funding Application (AFA) for the period July 1, 2023, through June 30, 2024, and a not-to-exceed amount of \$114,938.57. Additionally, provide authorization for the Health and Human Services Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights.

Fiscal Impact: The MCAH program is funded with a mix of Federal Title V and Title XIX dollars and Public Health Realignment, totaling \$114,939 for Fiscal Year 2023-2024. MCAH revenue and related expenditures are included in the Fiscal Year 2023-2024 preliminary and recommended budget.

D. Materials Transfer Agreement with Verily Life Sciences, LLC for Wastewater Pathogen Testing Services

Departments: Health and Human Services - Public Health Division

Proposed contract with Verily Life Sciences, LLC pertaining to materials transfer for wastewater pathogen testing services.

Recommended Action: Approve, and authorize Health and Human Services Director to sign, contract with Verily Life Sciences, LLC for materials transfer for wastewater pathogen testing services for the period August 15, 2023, through

December 31, 2026.

Fiscal Impact: There is no fiscal impact to Health and Human Services. Possible revenue recognition of \$150 per liquid sample provided.

E. Agreement with Smile Dental Services, Inc for Mobile Dental Van Services

Departments: Health and Human Services - Public Health Division

Smile Dental Services, Inc. is proposing to provide a Mobile Dental Van Service in Bridgeport and Walker, California during the month of August. The target populations are children and adults who have barriers to accessing dental services.

Recommended Action: Approve an agreement with Smile Dental Services Inc. and authorize the Health and Human Services Director to execute said agreement, for the provision of Mobile Dental Van services.

Fiscal Impact: None.

F. California Integrated Vital Records System (Cal-IVRS) Data Privacy and Security Agreement

Departments: Health and Human Services - Public Health Division

The California Integrated Vital Records System (Cal-IVRS) Data Privacy and Security Agreement sets forth the data privacy and security requirements that the Mono County Health and Human Services Department, Public Health Division, and the California Department of Public Health are obligated to follow with respect to all Cal-IVRS Data. By entering into this Agreement, Mono County and CDPH agree to protect the privacy and provide for the security of Cal-IVRS Data in compliance with all applicable state and federal laws concerning the Cal-IVRS Data.

Recommended Action: Approve an agreement with the State of California for use of the California Integrated Vital Records System (Cal-IVRS) and authorize the Board Chair to sign.

Fiscal Impact: None.

G. Authorization to Close Elderberry Lane

Departments: Public Works

Resolution authorizing the closure of Elderberry Lane from 8:00 am to 8:00 pm on September 18, 2023, for Southern California Edison to execute repairs on overhead power lines, including replacement of 6 poles.

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

Fiscal Impact: None. Paid for with encroachment permit fee and absorbed into

staff's workload.

H. Service Agreement with Eastern Sierra Propane

Departments: Public Works - Solid Waste

Proposed contract with Eastern Sierra Propane pertaining to propane delivery service.

Recommended Action: Approve and authorize Director of Public Works to sign, contract with Eastern Sierra Propane for propane delivery service on an as needed basis.

Fiscal Impact: Estimated average cost of service is approximately \$50/month.

I. Sale of Tax-Defaulted Property

Departments: Finance

Request for Approval to Sell Tax-Defaulted Property Subject to the Power of Sale.

Recommended Action: Approve Request and Resolution to Sell Tax-Defaulted Property Subject to the Power of Sale.

Fiscal Impact: Total of all minimum bids is \$80,664. Minimum bids include known costs. There could potentially be additional costs not included in the minimum bid, which are unknown at this time.

6. CORRESPONDENCE RECEIVED

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

A. Bridgeport Post Office Letter to Representative Kiley

Departments: Clerk of the Board

Letter from Bridgeport resident Janelle Mills to Representative Kevin Kiley regarding the storm damage and current state of the Bridgeport Post Office.

B. KORE Mining - Exploratory Drilling

Departments: Clerk of the Board

Letter from Sierra Club regarding KORE Mining to start exploratory drilling in the Long Valley region of Mono County.

7. REGULAR AGENDA - MORNING

A. National Park Service Presentation

Departments: Board of Supervisors

30 minutes (15- minute presentation; 15- minute discussion)

(Rachel Collins, National Park Service Team Leader) - Presentation by Rachel Collins from National Park Service regarding visitor access management plan for Yosemite.

Recommended Action: None, informational only. Provide direction to staff, as desired.

Fiscal Impact: None.

B. Updates Regarding the Inyo-Mono Broadband Consortium Work

Departments: Board of Supervisors

20 minutes

(Scott Armstrong, Regional Broadband Coordinator) - Presentation by Scott Armstrong regarding updates on the Inyo-Mono Broadband Consortium (IMBC) work and California Broadband Cooperative (CBC) digital.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. Authorization to Participate in California Public Utilities Commission (CPUC) Proceedings re Broadband Service

Departments: County Administrative Office

10 minutes

(Mary Booher, Interim County Administrative Officer) - Board authorization for County participation in California Public Utilities Commission (CPUC) proceedings related to Broadband service quality and/or customer service in the region, including, but not limited to, current Rulemaking R23-04-006.

Recommended Action: Authorize the County Administrative Officer, or designee, to participate in quasi-legislative proceedings before the California Public Utilities Commission on behalf of the County including filing for party status and submitting comments related to broadband internet access, funding, service standards, and customer service standards consistent with Board policy and subject to County Counsel concurrence.

Fiscal Impact: No additional cost. The County currently shares the costs with the counties of Placer, Nevada and Inyo and the Towns of Mammoth Lakes and Truckee to utilize the services of a telecommunications law expert in the event special expertise is required in these proceedings.

D. Employment Agreement - Clerk / Recorder / Registrar

Departments: County Administrative Office

5 minutes

(Mary Booher, Interim County Administrative Officer) - Proposed resolution approving a contract with Queenie Barnard as Clerk / Recorder / Registrar, and prescribing the compensation, appointment, and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve proposed resolution, approving a contract with Queenie Barnard as Clerk / Recorder / Registrar, 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: The estimated cost of this position for the remainder of the fiscal year is \$137,953, of which \$98,147 is salary and \$39,806 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$156,649, of which \$111,949 is salary and \$44,700 is benefits. This is included in the Department's FY 2023/24 preliminary and recommended budget.

E. Purchase of Portable and Mobile Radios for Use on the California Radio Interoperable System (CRIS)

Departments: Emergency Management, County Administrative Office, and County Counsel

20 minutes

(Mary Booher, Interim County Administrative Officer and Stacey Simon, County Counsel) - Purchase of Kenwood portable and mobile radios to operate countywide on the California Radio Interoperable System (CRIS) radio system and entry into implementation and cost-share agreement with the Town of Mammoth Lakes and the Mammoth Lakes Fire Protection District through which the Town and District would reimburse a portion of County costs.

Recommended Action: 1. Authorize the County Administrative Officer to purchase CRIS compliant mobile and portable radios on behalf of the County from Sierra Electronics in Sparks, NV, in an amount not to exceed \$2,082,622.90. 2. Approve agreement for Local Agency Collaboration in Implementation of the California Radio Interoperable System (CRIS) Trunked Radio Service in Mono County with the Town of Mammoth Lakes and the Mammoth Lakes Fire Protection District.

Fiscal Impact: The total cost of the purchase is \$2,082,623. The federal earmark, after payment of other project costs, is estimated to cover \$1,583,344 of these cost, and other jurisdictions committed total proceeds of \$356,040, leaving the County with a contribution commitment of \$143,239.

F. Adoption of Mono County Administrative Manual

Departments: County Counsel and County Administrative Office

15 minutes

(Stacey Simon, County Counsel and Mary Booher. Interim County Administrative Officer) - Proposed resolution adopting a comprehensive Administrative Policy Manual governing internal county operations and transactions.

Recommended Action: Adopt proposed resolution adopting Administrative Policy and Procedures Manual. Provide any desired direction to staff.

Fiscal Impact: None.

G. Update on Emergency Repair Benton Crossing Road and Northshore Drive

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Update on emergency road repairs on Benton Crossing Road and June Lake's Northshore Drive.

Recommended Action: 1. Review the emergency action and find that there is a need to continue the repair of Benton Crossing Road and Northshore Drive to make those roads safe for travel before winter snows. 2. Authorize the Public Works Director to continue procuring the necessary equipment, services, and supplies to continue emergency repairs on Benton Crossing Road and Northshore Drive, without giving notice for bids to let contracts. (4/5 vote is required.)

Fiscal Impact: The project will be funded with Federal Emergency Management Agency. (FEMA) and California Governor's Office of Emergency Services (CALOES) assistance.

H. Approve Contract Change Orders for Mono County Jail HazMat Removal and Monitoring Contracts

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director or Kalen Dodd, Engineer) - Authorize change order for Hazardous Material Removal and Monitoring contracts.

Recommended Action: 1. Ratify the Work Orders approved by the Public Works Director to increase the Hazardous Materials Abatement Services contract for an amount up to \$160,000 (4/5ths vote). 2. Find that competitive bidding would be unavailing or would not produce advantage.

Fiscal Impact: The cost of all change orders is anticipated to total approximately \$180,000. This will bring the total cost of the Hazmat abatement effort to \$403,000, which is below the initially approved amount of \$600,000. This work is funded with the Mono County's Criminal Justice Facility Capital Projects Fund.

I. Peterson Tract Roads (June Lake) - Evaluation and Options

Departments: Public Works

10 minutes

(Paul Roten, Public Works Director) - Board direction to evaluate potential

options for improvement of roads within June Lake's Peterson Tract to ensure access for County emergency vehicles and for possible future incorporation into the County Road system, including engaging a private consulting/engineering firm to evaluate current road conditions, access and snow removal and provide a report to the County.

Recommended Action: Find that the development of information regarding road improvements in the Peterson Tract serves a public purpose in informing the County regarding a possible future decision to accept such roads in the County-maintained road system and aids in ensuring emergency access for County law enforcement and emergency vehicles. Direct the Public Works Director to contract with a consulting/engineering firm for an amount not to exceed \$10,000 to assess the condition of Peterson Tract roads and provide information and recommendations to the County.

Fiscal Impact: This initial study will impact the General Fund in an amount not to exceed \$10,000.

J. Mono County Custodial Operations

Departments: Public Works - Facilities

10 minutes

(Paul Roten, Public Works Director) - Provide Public Works with direction for operations related to Custodial Services and Campground Management.

Recommended Action: Select from options as discussed in the attached staff report, based on the level of service that Mono County should provide for Custodial and Campground Management Services. Provide direction to staff.

Fiscal Impact: Refer to the attached cost comparisons for each of the three options with fiscal impact ranging from no impact (Option 1), savings of \$25,118 (Option 2) or additional costs of \$5,698 (Option 3), all affecting the County's General Fund budget.

K. Public Hearing Continuation Fiscal Year 2023-24 Recommended Budget

Departments: County Administrative Office

10 minutes

(Mary Booher, Interim County Administrative Officer and Megan Chapman, County Budget Officer) - This item is a continuation of the Public Hearing from August 10, 2023, regarding the FY 2023-2024 Recommended Budget, if additional time is needed.

Recommended Action: Provide direction to staff on FY 2023-24 Recommended Budget and policy items for inclusion in the Final Budget that will return to the Mono County Board for adoption on September 12, 2023.

Fiscal Impact: The Mono County FY 2023-24 Recommended Budget is for \$119,686,260 in appropriations, offset by \$110,091,530 in revenue and

\$9,594,730 in fund balance. The General Fund portion of the FY 2023- 24 Recommended Budget for is for \$48,674,995 in expenditures, offset by \$49,066,215 in revenue and \$1,112,000 in fund balance.

8. CLOSED SESSION

A. 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.

B. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Mary Booher, Stacey Simon, Janet Dutcher, Jack Conry, 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.

C. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: Interim 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 15, 2023

Departments: Emergency Management

TIME REQUIRED

SUBJECT Review of Emergency Declarations -
2022/23 Winter Storms

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Review of local declarations of emergency related to 2023 severe winter storms proclaimed on January 10 and February 28, by the Mono County Emergency Services Director and ratified by the Board of Supervisors on January 17 and March 7, respectively (last review date: June 20, 2023).

RECOMMENDED ACTION:

1) Find that conditions justifying the two emergency declarations made by Mono County as a result of severe winter storms continue to exist and the emergency declarations should remain in place; and (2) Direct staff to agendize a subsequent review of the emergency declarations within 60 days as required by Government Code section 8630.

FISCAL IMPACT:

Maintenance of the emergency declarations continues the County's eligibility for state and federal disaster assistance.

CONTACT NAME: Chris Mokracek or Stacey Simon

PHONE/EMAIL: 17606483270 / ssimon@mono.ca.gov, cmokracek@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> January 9, 2023 Emergency Proclamation
<input type="checkbox"/> Board Ratification 1/17/2023
<input type="checkbox"/> February 27, 2023 Emergency Proclamation
<input type="checkbox"/> Board Ratification 3/7/2023

History**Time**

8/4/2023 11:32 AM

7/24/2023 8:55 AM

8/4/2023 11:40 AM

Who

County Counsel

Finance

County Administrative Office

Approval

Yes

Yes

Yes



MONO COUNTY
OFFICE OF EMERGENCY MANAGEMENT



To: Board of Supervisors

From: Chris Mokracek, Director of Emergency Management

Date: August 15, 2023

Re: Review and continuation of Emergency Declarations – January 9, 2023, and February 27, 2023

A local emergency continues to exist under the California Emergency Services Act (CESA) when conditions exist of disaster or extreme peril to the safety of persons and property, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the local government and require the combined forces of other entities to combat.

In early January 2023, and again in February, Mono County experienced several large storms which brought blizzard conditions, dropping historic amounts of snow throughout the County. The most recent series of extreme winter storms began near the end of February and continued through the beginning of April 2023.

These storms were powerful and quickly overwhelmed the resources of governmental entities within Mono County. The February storms resulted in multi-day road closures of the state highways in Mono County, preventing the delivery of groceries, propane, medications, and other goods. Many travelers were stranded and required assistance from the Mono County Sheriff's Office, and other local agencies. There is also potential damage to structures and infrastructure, of which the full impact may not be realized for months as snowmelt reveals damage. These conditions are beyond the control of the services, personnel, equipment, and facilities of Mono County.

Based on the impacts of these storms, the need for additional resources, and the potential for additional damage, Director of Emergency Services, Sheriff Ingrid Braun, and Deputy Director of Emergency Services, Chris Mokracek, issued a second Emergency Services Proclamation on February 27, 2023.

As of today, August 15, 2023, the Federal Disaster Declaration (FEMA-4699 DR-CA) remains active and damage from snow load and flooding continues to be discovered throughout the County. The potential for additional damage from flooding remains as reservoirs have reached their maximum capacity. The County continues to make emergency repairs to roads and infrastructure as well as working with FEMA to acquire Public Assistance reimbursement.

In addition, there is a need to review the emergency declarations declared on January 9, 2023, and February 27, 2023, and ratified by Board Resolutions. This item would accomplish that review so that the January and February Declarations will remain in effect.

Attachments:
January 9, 2023, Proclamation of Local Emergency

January 17, 2023, Board Ratification of January Declaration of Local Emergency
February 27, 2023, Proclamation of Local Emergency
March 7, 2023, Board Ratification of February Declaration of Local Emergency



**MONO COUNTY DIRECTOR OF EMERGENCY SERVICES
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS
COMMENCING JANUARY 9, 2023**

WHEREAS, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Services or Deputy Director to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

WHEREAS, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County and the Sheriff-Coroner has designated the Mono County Emergency Manager as Deputy Director of Emergency Services; and

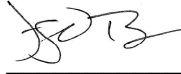

WHEREAS, the Director of Emergency Services of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on January 9, 2023, bringing substantial rain and snowfall, flooding and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said County, and

WHEREAS, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on January 17, 2023, unless confirmed and ratified by the board of supervisors of the County of Mono.

Signature:   Dated: _____	By: Ingrid Braun/Chris Mokracek Mono County Sheriff-Coroner and Director of Emergency Services/ Deputy Director of Emergency Services
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011023 Emergency Proclamation winter storms

Final Audit Report

2023-01-14

Created:	2023-01-14
By:	Chris Mokracek (cmokracek@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAERG3R8r77A-NLgbZV_PMGQxJigLntqc

"011023 Emergency Proclamation winter storms" History

-  Document created by Chris Mokracek (cmokracek@mono.ca.gov)
2023-01-14 - 0:22:05 AM GMT- IP address: 162.252.90.163
-  Document emailed to Ingrid Braun (ibraun@monosheriff.org) for signature
2023-01-14 - 0:22:47 AM GMT
-  Email viewed by Ingrid Braun (ibraun@monosheriff.org)
2023-01-14 - 0:26:20 AM GMT- IP address: 47.151.239.244
-  Document e-signed by Ingrid Braun (ibraun@monosheriff.org)
Signature Date: 2023-01-14 - 0:26:38 AM GMT - Time Source: server- IP address: 47.151.239.244
-  Agreement completed.
2023-01-14 - 0:26:38 AM GMT





R23-003

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER
SNOWSTORMS WHICH COMMENCED ON JANUARY 9, 2023**

WHEREAS, the Mono County Sheriff/Director of Emergency Services did, on January 10, 2023, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on January 9, 2023, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

WHEREAS, the storm resulted in conditions of disaster and extreme peril to the safety of persons and property within the County which were, and continue to be, beyond the response capabilities of the services, personnel, equipment and facilities of the County of Mono; and

WHEREAS, the situation resulting from said conditions, and forecast future storms, remains beyond the control of the normal protective services, personnel, equipment and facilities within the County of Mono; and

NOW, THEREFORE, the Board of Supervisors of the County of Mono hereby finds and resolves that the emergency conditions described herein will require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts and the Board hereby ratifies the January 10, 2023, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County.

BE IT FURTHER RESOLVED THAT Mono County requests to be added to the list of named counties impacted by severe winter storms during this time period in the Governor's Emergency Proclamation, dated January 4, 2023. Mono County additionally requests consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide

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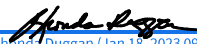
PASSED, APPROVED and ADOPTED this 17th day of January 2023, by the following vote, to wit:

AYES: Supervisors Duggan, Gardner, Kreitz, Peters, and Salcido.

NOES: None.

ABSENT: None.

ABSTAIN: None.


Rhonda Duggan (Jan 18, 2023 09:59 PST)


RHONDA DUGGAN, Chair
Mono County Board of Supervisors

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:


Stacey Sirron (Jan 18, 2023 09:31 PST)

County Counsel



**MONO COUNTY DIRECTOR OF EMERGENCY MANAGEMENT
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS
COMMENCING FEBRUARY 27, 2023**

WHEREAS, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Management or Deputy Director to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

WHEREAS, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County and the Sheriff-Coroner has designated the Director of Mono County Emergency Management as Deputy Director of Emergency Services; and

WHEREAS, the Director of Emergency Management of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on February 27, 2023, bringing substantial snowfall, avalanches, and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. damaged and closed roads will also create an economic burden to affected communities that rely on vehicular tourist traffic; and
3. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;


NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said County, and

WHEREAS, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

ACCORDINGLY, THE MONO COUNTY SHERIFF-CORONER AS THE DIRECTOR OF EMERGENCY SERVICES AND THE DIRECTOR OF MONO COUNTY EMERGENCY MANAGEMENT AS DEPUTY DIRECTOR OF EMERGENCY SERVICES HEREBY REQUESTS that the Governor declare a State of Emergency and make all relevant funds available to Mono County and all eligible community members and businesses, including, but not limited to, California Disaster Assistance Funds and State Private Nonprofit Organizations Assistance Program funds, and that the Governor request that the President of the United States make a Presidential Declaration of Emergency in and for Mono County and make all relevant funds available to Mono County and all eligible community members and businesses, including, but not limited to, aid provided by the Small Business Administration, and:

REQUEST that the Governor waive any and all regulations needed to allow for the delivery of propane and fuel from Nevada into California for life safety reasons and to prevent the interruption of emergency operations, and;

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on March 7, 2023, unless confirmed and ratified by the Board of Supervisors of the County of Mono.

<p>Signature:  Dated: <u>February 28, 2023</u></p>	<p>By: Ingrid Braun/Chris Mokracek Mono County Sheriff-Coroner and Director of Emergency Management/Deputy Director of Emergency Services</p>
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022723 Emergency Proclamation winter storms

Final Audit Report

2023-03-03

Created:	2023-03-03
By:	Chris Mokracek (cmokracek@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyBRhHXvCLmQTrLQkm4I8YHAZqJumRNKy

"022723 Emergency Proclamation winter storms" History

-  Document created by Chris Mokracek (cmokracek@mono.ca.gov)
2023-03-03 - 2:05:03 AM GMT- IP address: 162.252.90.163
-  Document emailed to Ingrid Braun (ibraun@monosheriff.org) for signature
2023-03-03 - 2:06:44 AM GMT
-  Document emailed to Chris Mokracek (cmokracek@mono.ca.gov) for signature
2023-03-03 - 2:06:45 AM GMT
-  Document e-signed by Chris Mokracek (cmokracek@mono.ca.gov)
Signature Date: 2023-03-03 - 2:06:53 AM GMT - Time Source: server- IP address: 162.252.90.163
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2023-03-03 - 2:10:45 AM GMT- IP address: 104.28.111.140
-  Document e-signed by Ingrid Braun (ibraun@monosheriff.org)
Signature Date: 2023-03-03 - 2:48:44 AM GMT - Time Source: server- IP address: 162.252.90.161
-  Agreement completed.
2023-03-03 - 2:48:44 AM GMT





R23-021

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER
SNOWSTORMS WHICH COMMENCED ON FEBRUARY 27, 2023**

WHEREAS, the Mono County Sheriff/Director of Emergency Services did on February 28, 2023, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on February 27, 2023, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

WHEREAS, heavy snow and multiple avalanches have resulted in some communities within Mono County being entirely cut off from supplies and services within California, with the only available access to items such as food, medication and fuel being in Nevada; and

WHEREAS, it is imperative that resources and coordination occur between the State of California and the State of Nevada, including coordination regarding road plowing and maintenance to enable access to services and the waiver of regulations that currently prohibit the delivery of propane fuel from Nevada into California; and

WHEREAS, the situation resulting from these conditions, forecast future storms, and the remaining effects of past storms has resulted in conditions of disaster and extreme peril to the safety of persons and property within the County which are beyond the response capabilities of the services, personnel, equipment and facilities of the County of Mono;

NOW, THEREFORE, the Board of Supervisors of the County of Mono hereby **FINDS** and **RESOLVES** that the emergency conditions described herein and in the staff report accompanying this resolution require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts.

BE IT FURTHER RESOLVED THAT the Board of Supervisors ratifies the February 28, 2023, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County resulting from the severe winter storms and conditions described therein.

AND BE IT FURTHER RESOLVED AND REQUESTED THAT:

1. The Governor of the State of California request that the President of the United States of America make a Presidential Declaration of Emergency in and for Mono County and to make all funds available to Mono County and all eligible community

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members and businesses, including but not limited to, aid provided by the Small Business Administration;

- 2. Mono County be considered for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California or the Federal government can provide; and,
- 3. A provisional allowance be made for the inter-state highway transportation of fuel, propane, and other essential supplies needed to prevent additional life risk and property damage from extreme cold weather.


PASSED, APPROVED and ADOPTED this 7th day of March, 2023, by the following vote, to wit:

AYES: Supervisors Duggan, Kreitz, and Salcido.

NOES: None.

ABSENT: Supervisors Gardner and Peters.

ABSTAIN: None.



Rhonda Duggan (Mar 8, 2023 08:28 PST)

Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:




Stacey Simon (Mar 8, 2023 08:25 PST)

Clerk of the Board

County Counsel



**MONO COUNTY DIRECTOR OF EMERGENCY MANAGEMENT
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS
COMMENCING FEBRUARY 27, 2023**

WHEREAS, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Management or Deputy Director to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

WHEREAS, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County and the Sheriff-Coroner has designated the Director of Mono County Emergency Management as Deputy Director of Emergency Services; and

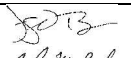
WHEREAS, the Director of Emergency Management of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on February 27, 2023, bringing substantial snowfall, avalanches, and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said County, and

WHEREAS, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on February 5, 2023, unless confirmed and ratified by the board of supervisors of the County of Mono.

Signature:  Dated: Feb 28, 2023	By: Ingrid Braun/Chris Mokracek Mono County Sheriff-Coroner and Director of Emergency Management/Deputy Director of Emergency Services
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022723 Emergency Proclamation winter storms

Final Audit Report

2023-03-01

Created:	2023-03-01
By:	Chris Mokracek (cmokracek@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL38O55jQqOSc4T8sgJHDr0SQdQFp1LUH

"022723 Emergency Proclamation winter storms" History

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2023-03-01 - 2:49:09 AM GMT- IP address: 162.252.90.163
-  Document emailed to Ingrid Braun (ibraun@monosheriff.org) for signature
2023-03-01 - 2:51:43 AM GMT
-  Document emailed to Chris Mokracek (cmokracek@mono.ca.gov) for signature
2023-03-01 - 2:51:43 AM GMT
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2023-03-01 - 2:58:31 AM GMT- IP address: 104.28.111.146
-  Document e-signed by Ingrid Braun (ibraun@monosheriff.org)
Signature Date: 2023-03-01 - 2:59:14 AM GMT - Time Source: server- IP address: 47.151.239.244
-  Agreement completed.
2023-03-01 - 2:59:14 AM GMT





R23-003

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER
SNOWSTORMS WHICH COMMENCED ON JANUARY 9, 2023**

WHEREAS, the Mono County Sheriff/Director of Emergency Services did, on January 10, 2023, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on January 9, 2023, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

WHEREAS, the storm resulted in conditions of disaster and extreme peril to the safety of persons and property within the County which were, and continue to be, beyond the response capabilities of the services, personnel, equipment and facilities of the County of Mono; and

WHEREAS, the situation resulting from said conditions, and forecast future storms, remains beyond the control of the normal protective services, personnel, equipment and facilities within the County of Mono; and

NOW, THEREFORE, the Board of Supervisors of the County of Mono hereby finds and resolves that the emergency conditions described herein will require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts and the Board hereby ratifies the January 10, 2023, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County.

BE IT FURTHER RESOLVED THAT Mono County requests to be added to the list of named counties impacted by severe winter storms during this time period in the Governor's Emergency Proclamation, dated January 4, 2023. Mono County additionally requests consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide

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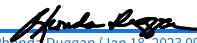
PASSED, APPROVED and ADOPTED this 17th day of January 2023, by the following vote, to wit:

AYES: Supervisors Duggan, Gardner, Kreitz, Peters, and Salcido.

NOES: None.

ABSENT: None.

ABSTAIN: None.


Rhonda Duggan (Jan 18, 2023 09:59 PST)


RHONDA DUGGAN, Chair
Mono County Board of Supervisors

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:


Stacey Simon (Jan 18, 2023 09:31 PST)

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

**Departments: Health and Human Services - Environmental Health
Division**

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT County of Inyo Hazardous Materials
Program Management Services
Contract

AGENDA DESCRIPTION:

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

Proposed contract with County of Inyo pertaining to Hazardous Materials Program Management Services.

RECOMMENDED ACTION:

Approve, and authorize Chair to sign, contract with County of Inyo for Hazardous Materials Program Management Services for the period July 1, 2023, through June 30, 2026, and a not-to-exceed amount of \$300,000.

FISCAL IMPACT:

Contract shall not exceed \$300,000. Per fiscal year amount shall not exceed \$100,000. Contract is included in the 2023/2024 fiscal year preliminary and recommended budget.

CONTACT NAME: Louis Molina

PHONE/EMAIL: 760-924-1845 / lmolina@mono.ca.gov

SEND COPIES TO:

L. Molina, K. Peterson, S. Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract

History

Time

Who

Approval

8/1/2023 8:52 AM	County Counsel	Yes
8/7/2023 11:19 AM	Finance	Yes
8/8/2023 9:56 AM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Environmental 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

August 8, 2023

To: Honorable Board of Supervisors

From: Louis Molina, Environmental Health Director

Subject: Inyo-Mono Hazardous Materials Management Program Contract

Discussion:

The Mono County Environmental Health division of the Mono County Health Department serves as the Certified Unified Program Agency (CUPA) for Mono County. As the CUPA, we are responsible for regulatory programs that include oversight of underground and aboveground fuel tank facilities, businesses that handle hazardous materials, businesses that generate hazardous wastes, and others. These programs are specialized and require staff with appropriate training and experience to meet regulatory requirements. In order to meet this goal, Mono County Environmental Health has had a contract agreement with the County of Inyo to provide services for our CUPA programs. The previous contract expired June 30, 2023, and we therefore wish to enter into an updated contract agreement for the term of July 1, 2023 through June 30, 2026.

For questions regarding this item, please call Louis Molina at 760-924-1845, lmolina@mono.ca.gov.

Submitted by Stephanie Butters, 760-932-5587, sbutters@mono.ca.gov

**AGREEMENT BETWEEN COUNTY OF MONO
AND COUNTY OF INYO
FOR THE PROVISION OF HAZARDOUS MATERIALS PROGRAM MANAGEMENT
SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of the County of Inyo of Independence, CA (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from July 1, 2023, to June 30, 2026, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$300,000, not to exceed \$100,000 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

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

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

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

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

10. DEFENSE AND INDEMNIFICATION

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

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

11. RECORDS AND AUDIT

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

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

12. NONDISCRIMINATION

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

13. TERMINATION

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

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

14. ASSIGNMENT

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

15. DEFAULT

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

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 22.

17. CONFIDENTIALITY

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

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

20. SEVERABILITY

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

21. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

22. AMENDMENT

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

23. NOTICE

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

County of Mono:
Director of Environmental Health, County of Mono
Attn: Louis Molina
1290 Tavern Road, PO Box 3329
Mammoth Lakes, CA 93546
lmolina@mono.ca.gov

Contractor:
Director of Environmental Health, County of Inyo
Attn: Jerry Oser
PO Box 427
Independence, CA 93526
joser@inyocounty.us

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signatures,

including but not limited to DocuSign or similar service, shall be deemed to be as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER .

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND COUNTY OF INYO
FOR THE PROVISION OF HAZARDOUS MATERIAL MANAGEMENT SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2026

SCOPE OF WORK:

When performing the following services for and on behalf of Mono County, Employee will receive assignments from, and report directly to, the Mono County Director of Environmental Health.

- Conduct inspections of all regulated hazardous materials facilities;
- Manage and maintain the CERS software program, including keeping all CERS facility information up to date, and the review and approval of all business plan submittals;
- Prepare all budgetary requirements of the Certified Unified Program Agency (CUPA) programs;
- Oversee the CUPA permitting and invoicing obligations;
- Maintenance and submittal of all required reports to CalEPA;
- Development and implementation of CUPA enforcement program;
- Investigation of and creation and implementation of appropriate response to hazmat incidents and complaints;
- Coordinate with consultants and other agencies on clean-up proposals and environmental site assessments;
- Maintenance and cleanup of paper files (CUPA);
- Any other associated tasks that may arise and are deemed appropriate and necessary by Mono's Environmental Health Director for the implementation of CUPA requirements.

For the planning purposes of both Mono and Inyo Counties, it is assumed that Mono County will require Inyo County's services for approximately twenty (20) hours per week; or, half of the working hours of Inyo County's staff assigned to perform the work in the Agreement (the "Employee").

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

The services provided by Inyo County to Mono County under this Agreement shall be provided in a manner consistent with reaching Mono County's objectives of providing CUPA services in and for Mono County and shall include taking regulatory action on outside entities and individuals within Mono County's jurisdiction on behalf of Mono County.

Office space and office supply needs for work performed for Mono County will be furnished by Mono County.

Contractor will utilize a Mono County vehicle for work performed for Mono County in accordance with this Scope of Work.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND COUNTY OF INYO FOR
THE PROVISION OF HAZARDOUS MATERIALS MANAGEMENT SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2026

SCHEDULE OF FEES:

The total sum of all payments made by Mono to Inyo for services and work performed under this Agreement shall not exceed three-hundred thousand dollars (\$300,000), or one-hundred thousand dollars (\$100,000) in any fiscal year during which this Agreement is operative.

Mono County shall reimburse Inyo for the work performed by Inyo County's employee(s) assigned to fulfill the Scope of Work under this Agreement at the rate set forth in the Inyo County Schedule of Fees, which rate is currently set at eighty-eight dollars per hour (\$88.00 per hour) (Hourly Rate), including travel time. Inyo shall provide written notice to Mono County of any change in Hourly Rate set forth in the Inyo County Schedule of Fees.

Expenses for approved travel outside Mono County, and in accordance with the Mono County travel policy, to attend training or conferences associated with the Mono County CUPA program will be paid directly by Mono County.

Mono County shall reimburse Inyo County at actual cost for all expenses for materials used in providing work and services to Mono County under this Agreement.

The Hourly Rate is understood to cover all salary and benefit costs of the employee(s) assigned to fulfill the Scope of Work under this Agreement, as well as Inyo County's costs for any management, technical and administrative personnel and any overhead costs.

See Attachment B1, incorporated herein by this reference (optional).

WC-1842

CERTIFICATE OF COVERAGE

06/29/2023

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

**C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612**

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Member:
INYO COUNTY
ATTN: AARON HOLMBERG, RISK MANAGER
1360 N. MAIN ST.
BISHOP, CA 93514

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2023	07/01/2024	WORKERS' COMPENSATION: Statutory EMPLOYERS' LIABILITY: \$5,000,000

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN INYO COUNTY AND MONO COUNTY FOR THE PROVISION OF WOMEN, INFANT AND CHILDREN (WIC) PROGRAM SERVICES.

THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST MONO COUNTY PURSUANT TO ENDORSEMENT NUMBER U-2.

<p>Certificate Holder</p> <p>MONO COUNTY ATTN: SANDRA PEARCE, PUBLIC HEALTH DIRECTOR P.O. BOX 3329 MAMMOTH LAKES, CA 93546</p>	<p>Cancellation</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Gina Dean</i></p> <p>Public Risk Innovation, Solutions, and Management</p>
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**RECEIVED
MONO COUNTY**

JUL - 7 2023

HEALTH DEPARTMENT

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
 WORKERS' COMPENSATION PROGRAM
 2023/2024 SCHEDULE OF INSURERS
 INYO COUNTY**

PROVIDER	POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM 23 PWC-06	Workers' Compensation and Employers Liability: \$125,000 each accident/each employee for disease
Public Risk Innovation, Solutions, and Management	PRISM 23 EWC-06	Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention) Employers' Liability: \$5,000,000 each accident/each employee for disease (Difference between \$5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-013	Statutory each accident/each employee for disease excess of \$50,000,000

HEALTH DEPARTMENT

JUL - 7 2023

RECEIVED
 MONO COUNTY

**ENDORSEMENT NO. U-2
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION**

WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that Section VIII. **SUBROGATION** of the **CONDITIONS** section of the Memorandum of Coverage is deleted in its entirety and replaced by the following:

VIII. SUBROGATION: In the event of any payment under this Memorandum, PRISM shall be subrogated, to the extent of such payment, to all the **Covered Party's** rights of recovery therefore, and the **Covered Party** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: PRISM shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the **Covered Party**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **Covered Party** and PRISM in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of PRISM, the expenses thereof shall be borne by PRISM.

However, in the event of any loss payment under this Memorandum for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:


Memorandum No.: PRISM 23 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2023

RECEIVED
MONO COUNTY

JUL - 7 2023



Authorized Representative
Public Risk Innovation, Solutions, and Management

HEALTH DEPARTMENT

CERTIFICATE NO.

GL1-3768

AI

CERTIFICATE OF COVERAGE

ISSUE DATE

06/29/2023

Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A- Public Risk Innovation, Solutions, and Management**

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Member:

INYO COUNTY
ATTN: AARON HOLMBERG, RISK MANAGER
1360 N. MAIN ST.
BISHOP, CA 93514

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> General Liability Aggregate <input checked="" type="checkbox"/> Auto Liability	PRISM 23 EL-05	07/01/2023	07/01/2024	\$1,000,000 \$2,000,000 \$1,000,000 Limits inclusive of the Member's Self-Insured Retention of \$250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN INYO COUNTY AND MONO COUNTY FOR THE PROVISION OF WOMEN, INFANT AND CHILDREN (WIC) PROGRAM SERVICES.

MONO COUNTY IS INCLUDED AS AN ADDITIONAL COVERED PARTY, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

Certificate Holder

MONO COUNTY
ATTN: SANDRA PEARCE, PUBLIC HEALTH DIRECTOR
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

**RECEIVED
MONO COUNTY**

JUL 11 2023

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dear

Public Risk Innovation, Solutions, and Management

JUL 11 2023

HEALTH DEPARTMENT

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1
ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____

Memorandum No.: PRISM 23 EL-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2023



Authorized Representative
Public Risk Innovation, Solutions, and Management

JUL 11 2023

ENDORSEMENT NO. U-9

HEALTH DEPARTMENT
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

AMENDATORY ENDORSEMENT - PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 7. OTHER COVERAGE of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

7. OTHER COVERAGE

If collectible insurance with an insurer, or collectible group coverage through another joint powers authority, interlocal cooperative agreement, self-insurance or other public entity group coverage is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be: (a) in excess of, and shall not contribute with, such insurance; and (b) shall contribute only with any excess group coverage available through another joint powers authority according to a pro-rata, time on the risk basis. However, this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if coverage for a claim or **suit** is available under this Memorandum and a memorandum of coverage issued in connection with the PRISM's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. EIA staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes PRISM's assessment of the gravamen of the claim or **suit** and rejects primary coverage, PRISM will thereafter refer the claim or **suit** to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of PRISM's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of PRISM's responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by PRISM.

If the Member is not satisfied with the outcome of the Executive Committee appeal or the determination by the Executive Committee as to which of PRISM's coverages is primary where no committee agreed to accept primary responsibility, the Member may invoke Section (d) and (e) of Article 31 of PRISM's Joint Powers Agreement and proceed to arbitration and, if necessary, litigation. For purposes of this paragraph, the Member must request to invoke Article 31 dispute resolution process within 60 days of the Executive Committee's determination as to which of PRISM's coverages is primary.

Where a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program is determined to afford primary coverage pursuant to this section, the exhaustion of PRISM's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date

Memorandum No.: PRISM 23 EL-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2023



Authorized Representative
Public Risk Innovation, Solutions, and Management

RECEIVED
MONO COUNTY

JUL 11 2023

HEALTH DEPARTMENT

CERTIFICATE NO.

ISSUE DATE

GL1-3770	CO	CERTIFICATE OF COVERAGE	06/29/2023
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**Public Risk Innovation,
Solutions, and Management**

**C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612**

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A- Public Risk Innovation, Solutions, and Management**

Member:
INYO COUNTY
ATTN: AARON HOLMBERG, RISK MANAGER
1360 N. MAIN ST.
BISHOP, CA 93514

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> General Liability Aggregate	PRISM 23 EL-05	07/01/2023	07/01/2024	\$1,000,000 \$2,000,000 Limits inclusive of the Member's Self-Insured Retention of \$250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE BETWEEN INYO COUNTY AND MONO COUNTY FOR THE PROVISION OF WOMEN, INFANT AND CHILDREN (WIC) PROGRAM SERVICES.

COVERAGE INCLUDES ERRORS AND OMISSIONS.

Certificate Holder

 MONO COUNTY
 ATTN: SANDRA PEARCE, PUBLIC HEALTH DIRECTOR
 P.O. BOX 3329
 MAMMOTH LAKES, CA 93546

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dear
 Public Risk Innovation, Solutions, and Management

**RECEIVED
MONO COUNTY**

JUL 11 2023

HEALTH DEPARTMENT



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Health and Human Services - Public Health Division

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Maternal, Child, and Adolescent
Health (MCAH) Agreement Funding
Application FY 2023-24

AGENDA DESCRIPTION:

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

Proposed contract with California Department of Public Health, pertaining to Maternal, Child, and Adolescent Health (MCAH) Division Agreement Funding Application (AFA) for Fiscal Year 2023-2024.

RECOMMENDED ACTION:

Approve, and authorize Chair to sign, contract with California Department of Public Health for Maternal, Child, and Adolescent Health (MCAH) Division Agreement Funding Application (AFA) for the period July 1, 2023, through June 30, 2024, and a not-to-exceed amount of \$114,938.57. Additionally, provide authorization for the Health and Human Services Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights.

FISCAL IMPACT:

The MCAH program is funded with a mix of Federal Title V and Title XIX dollars and Public Health Realignment, totaling \$114,939 for Fiscal Year 2023-2024. MCAH revenue and related expenditures are included in the Fiscal Year 2023-2024 preliminary and recommended budget.

CONTACT NAME: Jacinda Croissant

PHONE/EMAIL: 760-924-1842 / jcroissant@mono.ca.gov

SEND COPIES TO:

J. Croissant, K. Peterson, S. Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Grant Agreement

History

Time	Who	Approval
8/4/2023 1:56 PM	County Counsel	Yes
8/7/2023 11:22 AM	Finance	Yes
8/8/2023 9:57 AM	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 15, 2023

TO: Honorable Board of Supervisors

FROM: Jacinda Croissant, Health Program Manager/PHN

SUBJECT: **Maternal Child & Adolescent Health (MCAH)**
Agreement Funding Application (AFA) FY 2023-24

Discussion:

For nearly three decades, the Health Department has contracted with the California Department of Public Health for the local Maternal, Child, and Adolescent Health (MCAH) Program in Mono County. The six goals of the MCAH program include the following:

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

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

For questions regarding this item, please call Jacinda Croissant at (760) 924-1842.

Submitted by: Stephanie Butters, Fiscal and Administrative Officer

FY 2023-2024 AGREEMENT FUNDING APPLICATION (AFA) CHECKLIST

Agency Name Mono County

Agreement # 2023 26

Program (check one box only) MCAH BIH AFLP CHVP

Please check the box next to all submitted documents.

All documents should be submitted by email using the required naming convention on page 2.

1. **AFA Checklist**
2. **Agency Information Form** | PDF version with signatures.
3. **Attestation of Compliance with the Sexual Health Education Accountability Act of 2007** | signed PDF.
4. **TXIX MCF Justification Letter** | see AFA cover letter for items that need to be included in this letter. **Not required if only using base MCF rate.**
5. **Budget Template** | **submit for the next two upcoming Fiscal Years (23/24 and 24/25)** list all staff (by position) and costs (including projected salaries and benefits, operating and ICR). Multiple tabs for completion include Summary Page, Detail Pages, and Justifications. Personnel must be consistent with the Duty Statements and Organizational Charts (Excel & signed PDF.)
6. **Indirect Cost Rate (ICR) Certification Form** | details methodology and components of the ICR.
7. **Duty Statements (DS)** | for all staff (numbered according to the Personnel Detail Page and Organization Chart) listed on the budget.
8. **Organization Chart(s)** of the applicable programs, identifying all staff positions on the budget including their Line Item # and its relationship to the local health officer and overall agency.
9. **Local MCAH Director Verification of Requirements Form** | (MCAH only.)
10. **BIH Approval Letters** | submit most recent letter on State letterhead with state staff signatures, including waivers for the following positions:
 BIH Coordinator Other _____
11. **Scope of Work (SOW)** documents for all applicable programs (PDF/Word.)
12. **Annual Inventory** | Form CDPH 1204.
13. **Subcontractor (SubK) Agreement Packages** | submit Subcontract Agreement Transmittal Form, brief explanation of the award process, subcontractor agreement or waiver letter, and budget with detailed Justifications (required for all SubKs \$5,000 or more.)
14. **Certification Statement for the Use of Certified Public Funds (CPE)** | **AFLP CBOs and/or SubKs with FFP.**
15. **Government Agency Taxpayer ID Form** | **only if remit to address has changed.**
16. **Attestation of Compliance** with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff.

File Naming Convention Example

Please save all electronic documents using the required naming convention below:

Agreement # (space) Program Abbreviation (space) Document # (space)
Document Name (from Checklist Above) (space) (Month/Day/Year) XXXXXX

Example for MCAH Program:

2023XX MCAH 1 AFA Checklist 07.01.23
2023XX MCAH 2 Agency Information Form 07.01.23
2023XX MCAH 3 Attestation –Sexual Health Educ. Acct. Act 07.01.23
2023XX MCAH 4 TXIX MCF Justification Letter 07.01.23
2023XX MCAH 5 Budget Template 07.01.23
2023XX MCAH 6 ICR Certification Form 07.01.23
2023XX MCAH 7 Duty Statement Line 1 07.01.23
2023XX MCAH 7 Duty Statement Line 2 07.01.23
2023XX MCAH 7 Duty Statement Line 3-7 07.01.23
2023XX MCAH 7 Duty Statement Line 8-10 07.01.23
2023XX MCAH 8 Org Chart 07.01.23
2023XX MCAH 9 Local MCAH Director Verification of Requirement
2023XX MCAH 10 BIH Approval Letter 07.01.23
2023XX MCAH 11 SOW 07.01.23
2023XX MCAH 12 Annual Inventory 07.01.23
2023XX MCAH 13 SubK Package 07.01.23
2023XX MCAH 14 CPE 07.01.23
2023XX MCAH 15 Govt Agency Taxpayer ID Form 07.01.23
2023XX MCAH 16 Attestation – TXIX FFP (SPMP & Direct Support) 07.01.23

Please contact your [Contract Manager \(CM\)](#) if you have any questions.

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

**FUNDING AGREEMENT PERIOD
FY 2023-2024**

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are required to submit updated information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each of the applicable programs

MCAH²⁰²³⁻²⁶ _____ BIH _____ AFLP _____

Update Effective Date (*only required when submitting updates*) _____

Federal Employer ID#: ⁹⁵⁻⁶⁰⁰⁵⁶⁶¹ _____

Complete Official Agency Name: ^{Mono County Health Department} _____

Business Office Address: ^{PO Box 3329, 1290 Tavern Rd. Suite 246 Mammoth Lakes, CA 93546} _____

Agency Phone: ⁷⁶⁰⁻⁹²⁴⁻¹⁸⁴² _____

Agency Fax: ⁷⁶⁰⁻⁹²⁴⁻¹⁸³¹ _____

Agency Website: ^{<https://monohealth.com/public-health/page/maternal-child-adolescent-health-mcah>} _____

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

Please enter the **agreement or contract** number for each of the applicable programs

MCAH 2023-26 BIH _____ AFLP _____

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

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

Official authorized to commit the Agency to an MCAH Agreement

Name (Print)
Rhonda Duggan

Title
Board of Supervisors, Chair

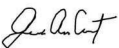
Original Signature

Date

MCAH/AFLP Director

Name (Print)
Jacinda Croissant

Title
MCAH Director

Original Signature


Date
Jun 30, 2023

MCAH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR	Kathryn	Peterson	Interim Public Health Director	1290 Tavern Rd, Suite 246 PO Box 3329 Mammoth Lakes, CA 93546	760-924-1763	kpeterson@mono.ca.gov	MCAH
2	MCAH DIRECTOR	Jacinda	Croissant	MCAH Director/Program Manager	1290 Tavern Rd, Suite 246 PO Box 3329 Mammoth Lakes, CA 93546	760-924-1842	jcroissant@mono.ca.gov	MCAH
3	MCAH COORDINATOR (Only complete if different from #2)							MCAH
4	MCAH FISCAL CONTACT	Stephanie	Butters	Fiscal and Administrative Officer	37 Emigrant Street PO Box 476 Bridgeport, CA 93517	760-932-5587	sbutters@mono.ca.gov	MCAH
5	FISCAL OFFICER	Stephanie	Butters	Fiscal and Administrative Officer	37 Emigrant Street PO Box 476 Bridgeport, CA 93517	760-932-5587	sbutters@mono.ca.gov	MCAH
6	CLERK OF THE BOARD or	Queenie	Barnard	Interim Clerk-Recorder	PO Box 715 Bridgeport, CA 93517	760-932-5530	qbarnard@mono.ca.gov	MCAH
7	CHAIR BOARD OF SUPERVISORS	Rhonda	Duggan	Board Chair	PO Box 715 Bridgeport, CA 93517	760-932-5530	rduggan@mono.ca.gov	MCAH
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY							MCAH
9	FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR							FIMR
10	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR/CONTACT	Jacinda	Croissant	SIDS Coordinator	1290 Tavern Rd, Suite 246 PO Box 3329 Mammoth Lakes, CA 93546	760-924-1842	jcroissant@mono.ca.gov	SIDS
11	PERINATAL SERVICES COORDINATOR	Jacinda	Croissant	PSC Coordinator	1290 Tavern Rd, Suite 246 PO Box 3329 Mammoth Lakes, CA 93546	760-924-1842	jcroissant@mono.ca.gov	CPSP

BIH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							BIH
2	BLACK INFANT HEALTH (BIH) COORDINATOR							BIH
3	BIH FISCAL CONTACT							BIH
4	FISCAL OFFICER							BIH
5	CLERK OF THE BOARD or							BIH
6	CHAIR BOARD OF SUPERVISORS							BIH
7	OFFICIAL AUTHORIZED TO COMMIT AGENCY							BIH

AFLP Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							AFLP
2	AFLP DIRECTOR							AFLP
3	AFLP COORDINATOR or SUPERVISOR/COORDINATOR							AFLP
4	AFLP FISCAL CONTACT							AFLP
5	FISCAL OFFICER							AFLP
6	CLERK OF THE BOARD or							AFLP
7	CHAIR BOARD OF SUPERVISORS							AFLP
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY							AFLP

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: 6/30/2023

Agency Name: Mono County

Contract/Agreement Number: 2023-26

Contract Term/Allocation Fiscal Year: 2023-24

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget

 % Fixed Percent of:

Total Personnel Costs

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

25 % Fixed Percent of:

Total Personnel Costs

Total Allowable Direct Costs

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

_____ % Fixed Percent of:

- Total Personnel Costs (Includes Fringe Benefits)
- Total Personnel Costs (Excludes Fringe Benefits)
- Total Allowable Direct Costs

Please provide you agency's detailed methodology that includes all indirect costs, fees and percentages in the box below.

Indirect costs include approved Cost Allocation Plan charges, liability and workers' compensation insurance expenses, technology expenses, time study software expenses, audit, and administrative costs.

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please submit this form via email to your assigned Contract Manager.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Printed First & Last Name: Stephanie Butters

Title/Position: Public Health Fiscal and Administrative Officer

Signature: Stephanie Butters Digitally signed by Stephanie Butters
Date: 2023.06.30 15:34:04 -07'00'

Date: 6/30/2023

MCAH DIRECTOR
DUTY STATEMENT

Budget Line: #1

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: MCAH Director

County Job Specification: Health Program Manager/PHN

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

Program Development and Implementation

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

Outreach Activities

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

Health Education/Consultation

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

Resource/Provider Development

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

Comprehensive Perinatal Services Program (CPSP)

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

SIDS Program

- The MCAH Director serves as the SIDS Coordinator
- Contact all parents/caregivers who experience a presumed SIDS death to provide grief and bereavement support services
- Attend the State SIDS Annual Conference and/or other SIDS training(s)
- Promote SIDS risk reduction activities by providing risk reduction education and materials to the community
- Upon being notified by the coroner of a presumed SIDS death, consulting with the infant's physician, when possible
- MCAH is also required to keep each county officer advised of the most current knowledge relating to the nature and cause of SIDS.

PSC
DUTY STATEMENT

Budget Line: #2

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: PSC

County Job Specification: Health Program Manager/PHN

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

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

SIDS Coordinator
DUTY STATEMENT

Budget Line: #3

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: SIDS Coordinator

County Job Specification: Health Program Manager/PHN

This position is fulfilled by the MCAH Director and is responsible for managing and coordinating aspects of the SIDS (Sudden Infant Death Syndrome) program. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

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

MCAH PHN
DUTY STATEMENT

Budget Line: #4

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: MCAH PHN

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

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

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

FISCAL & ADMINISTRATIVE OFFICER
DUTY STATEMENT

Budget Line: #5

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: Fiscal & Administrative Officer

County Job Specification: Public Health Fiscal and Administrative Officer

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

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

MCAH Director Verification Form

Local Health Jurisdiction: Mono County

Fiscal Year: SFY 2023-24

MCAH Director Qualifications and Full Time Equivalent (FTE) Requirements

All LHJs are required to have an MCAH Director and should have other key positions to support the leadership structure and core functions of the Local MCAH program.

The LHJ must meet the Full Time Equivalent (FTE) and qualification requirement(s) for the MCAH Director as outlined below.

MCAH Director FTE Requirements

The MCAH Director will dedicate a percentage of time or Full Time Equivalent (FTE) to MCAH activities that complies with the following CDPH/MCAH guidelines for the population.

MCAH Director Full-time Equivalent (FTE) and Qualification Requirements	
Total Population	MCAH Director FTE/Qualification
3.5 million	2.0 Physicians
750,001-3.5 million	1.0 Physician
200,001-750,000	1.0 Public Health Nurse
75,001-200,000	0.75 Public Health Nurse
25,001-75,000	0.50 Public Health Nurse
<25,000	0.25 Public Health Nurse

If the MCAH Director is not able to meet the FTE requirements, CDPH/MCAH recommends the LHJ add an MCAH Coordinator position and/or other positions to assist with the responsibilities of the MCAH Director.

Please enter the FTE from the Local MCAH budget for the MCAH Director: Jacinda Croissant

If the MCAH Director does not meet the FTE requirements, please list key positions that will assist with the responsibilities of the MCAH Director and the corresponding FTE.

Position Title	FTE
MCAH Coordinator	Jacinda Croissant
Perinatal Services Coordinator	Jacinda Croissant
Please list other: SIDS Coordinator	Jacinda Croissant

MCAH Director Verification Form

MCAH Director Qualification Requirements

The MCAH Director must be a qualified health professional as defined below.

Please indicate the MCAH Director's qualification:

- A physician who is board-certified or board-eligible in specialties of Obstetrics/Gynecology, Pediatrics, Family Practice or Preventive Medicine; or
- A non-physician who is a certified public health nurse (PHN); or
- Other professional qualifications

Please list other professional qualifications of the MCAH Director below.

RN

REQUIRED FOR ALL LHJS

Please describe how your Local MCAH Program provides clinical oversight. For example, the MCAH Director is a qualified physician as described above and/or a Public Health Nurse (PHN).

MCAH Director is a PHN. We also utilize our Public Health Officer as needed.

MCAH Director Requirements for LHJs Participating in the California Home Visiting Program (CHVP)

In LHJs participating in the California Home Visiting Program (CHVP), the MCAH Director is required to devote a minimum of 0.05 FTE and a maximum of 0.15 FTE to CHVP oversight, fostering partnerships and collaboration within the LHJ, and directing the local CHVP Community Advisory Board (CAB).

Signature of MCAH Director or designee

Date



6/14/23

For CDPH/MCAH use only:

CDPH/MCAH has reviewed and approved the MCAH Director Verification form.

Signature of Program Consultant

Date

MCAH Director Verification Form

Information and requirements for completing the form:

A copy of the form must be submitted annually during the Agreement Funding Application (AFA) process. The form will be verified with the submitted Local MCAH budget, Organizational Charts and Duty Statements.

Additionally, a new form is required to be submitted for any changes to the MCAH Director position throughout the year such as budget revisions and/or change in MCAH Director.

CDPH/MCAH may hold reimbursement unless a current form is on file with CDPH/MCAH.

Submittal During AFA Requirements:

- Complete and submit the form annually during the AFA process.
- The form must be signed by MCAH Director or designee.

Changes after the AFA process:

- Submit a new form for any subsequent changes after the AFA process to the CDPH/MCAH Program Consultant.
- Submit the Duty Statement(s).
- Submit Organizational Chart(s).

Exhibit K

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

Agency Name: Mono County Health Department

Agreement/Grant Number: 2023-23

Compliance Attestation for Fiscal Year: 2023-24

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

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

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

Exhibit K

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

Signed

Mono County Health Department

Agency Name



Signature of MCAH Director

Signature of AFLP Director (CBOs only)

2023-26

Agreement/Grant Number

06/30/2023

Date

Jacinda Croissant

Printed Name of MCAH Director

*Printed Name of AFLP Director (CBOs
only)*

Exhibit K

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

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

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

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

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

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

(1) All information shall be medically accurate, current, and objective.

(2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.

(3) The program content shall be age appropriate for its targeted population.

(4) The program shall be culturally and linguistically appropriate for its targeted populations.

(5) The program shall not teach or promote religious doctrine.

(6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.

Exhibit K

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

(7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

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

Local Health Jurisdiction: Mono
Agreement Number: 2023_26

Fiscal Year: SFY 2023-24

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

The Local Health Jurisdiction (LHJ), in collaboration with the CDPH/MCAH Division, shall strive to develop systems that protect and improve the health of California’s women of reproductive age, infants, children, adolescents and their families.

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

- o [The Ten Essential Services of Public Health](#) and [Toolkit](#)
- o [The Spectrum of Prevention](#)
- o [Life Course Perspective and Social Determinants of Health](#)
- o [The Social-Ecological Model](#)

All Title V programs must comply with the MCAH Fiscal Policy and Procedures Manual and the Local MCAH Program Policies and Procedures Manual.

Certification by MCAH Director:	Name: Jacinda Croissant Title: MCAH Director Date: 6/14/2023 <i>I certify that I have reviewed and approved this Scope of Work.</i>
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Note: The Title V Maternal and Child Health Block Grant provides core funding to California to improve the health of mothers and children. The Title V Block Grant is federally administered by the Health Resources and Services Administration.

CDPH/MCAH may post SOWs on the CDPH/MCAH website.

Section A: General requirements and activities for all LHJs				
Aligns With	General Requirement(s)	Required Local Activities	Time Frame	Deliverable Description
CDPH/MCAH Requirement	Local MCAH Annual Report	A1 Complete and submit an Annual Report each fiscal year to report on Scope of Work activities.	Annually, each fiscal year	The Annual Report will report on progress of program activities and the extent to which the LHJ met the SOW goals and deliverables and how funds were expended.
Title V Requirement	Toll-Free Line	A2 Provide a toll-free telephone number or “no cost to the calling party” number (and other appropriate methods) which provides a current list of culturally and linguistically appropriate information and referrals to community health and human resources for the public regarding access to prenatal care.	Annually, each fiscal year	Include on Local MCAH budget during the AFA cycle. Report in Annual Report: <ul style="list-style-type: none"> List toll-free telephone number
Title V Requirement	MCAH Website	A3 Share link, if available, to the appropriate Local MCAH Title V Program website.	Annually, each fiscal year	Report in the Annual Report: <ul style="list-style-type: none"> List the URL for the Local MCAH Title V program website
Title V/ CDPH/MCAH Requirement	Workforce Development and Training	A4 Attend required trainings/meetings as outlined in the MCAH Program Policies and Procedures.	Annually, each fiscal year	Report attendance in Annual Report: <ul style="list-style-type: none"> MCAH Directors’ meeting(s) SIDS Coordinators’ meeting
CDPH/MCAH Requirement	MCAH Director	A5 Maintain required MCAH Director position and recruit and retain qualified Title V program staff by as outlined in the MCAH Policies and Procedures.	Ongoing	The LHJ must submit a Local MCAH Director Verification form annually during the AFA process and resubmit with any changes.
CDPH/MCAH Requirement	Community Resource and Referral Guide	A6 Develop a comprehensive MCAH resource and referral guide of available health, mental health, emergency resources, and social services.	By end of 2025	Report in Annual Report: <ul style="list-style-type: none"> Submit/upload a copy or link to the existing resource and referral guide
CDPH/MCAH Requirement	Protocols	A7 Develop and adopt protocols to ensure that MCAH clients are enrolled in health insurance, are linked to a provider and access preventive visits.	Annually, each fiscal year	Report on protocols in the Annual Report.
Title V Requirement	Conduct Local Needs Assessment	A8 Conduct a Local Needs Assessment to acquire an accurate, thorough picture of the strengths and weaknesses of the local public health system.	Once in five-year cycle	Complete Local Needs Assessment deliverable documents provided by CDPH/MCAH.

Section B: Domain specific requirements and activities				
CDPH/MCAH Requirement	Infant – Sudden Infant Death Syndrome/Sudden Unexpected Infant Death (SIDS/SUID)	B1 Required for Infant Domain - all LHJs Provide SIDS/SUID grief and bereavement services and supports through home visits and/or mail resource packets to families suffering an infant loss.	Annually, each fiscal year	Report on SIDS/SUID services and supports in the Annual Report.
CDPH/MCAH Requirement	Infant – Safe Sleep	B2 Required for Infant Domain - all LHJs Promote the latest AAP Safe Sleep guidance and implement Infant Safe Sleep Interventions to reduce the number of SUID related deaths.	Annually, each fiscal year	Report on safe sleep activities in the Annual Report.
CDPH/MCAH Requirement	Child Health - Developmental Screening	B3 Required for Child Domain - all LHJs Partner with CDPH/MCAH to identify, review and monitor local developmental screening rates.	Annually, each fiscal year	Report on developmental screening activities in the Annual Report.
CDPH/MCAH Requirement	Child Health – Family Economic Supports	B4 Required for Child Domain - all LHJs Link and refer families in MCAH programs to safety net and public health care programs such as Family Planning, Access, Care, and Treatment (PACT), Medi-Cal, and Denti-Cal.	Annually, each fiscal year	Report on family economic support activities in the Annual Report.
CDPH/MCAH Requirement	Children and Youth with Special Health Care needs (CYSHCN)	B5 Required for CYSHCN Domain - all LHJs Link and refer children in families served by Local MCAH programs to services if results of a developmental or trauma screening indicates that the child needs follow-up.	Annually, each fiscal year	Report on screening and referral activities in the Annual Report.
CDPH/MCAH Requirement	Children and Youth with Special Health Care needs (CYSHCN)	B6 Required for CYSHCN Domain - all LHJs Outreach to and connect with your local or regional family resource center to understand needs of CYSHCN and their families and the resources available to them. Get Connected - Family Resource Centers Network of California (frcnca.org)	Annually, each fiscal year	Report on outreach activities in the Annual Report.
CDPH/MCAH Requirement	Infant – Infant Mortality Reviews	B7 Required for funded LHJs only LHJs funded for infant mortality reviews will implement activities in accordance with Local MCAH Program Policies and Procedures.	Annually, each fiscal year	Report on activities in the Annual Report.

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CDPH/MCAH Requirement	Black Infant Health (BIH) Program	B8 Required for BIH funded LHJs only LHJs funded for BIH will implement the BIH Program in accordance with BIH Policies and Procedures.	Annually, each fiscal year	Report on BIH activities in the Annual Report.
CDPH/MCAH Requirement	Adolescent Family Life Program (AFLP)	B9 Required for AFLP funded LHJs only LHJs funded for AFLP will implement the AFLP Program in accordance with AFLP Policies and Procedures.	Annually, each fiscal year	Report on AFLP activities in the Annual Report.

Section C: Local Activities by Domain
At least one activity must be selected or the LHJ must develop at least one activity of their own in the Women/Maternal Health Domain

Women/Maternal Health Domain	
Women/Maternal Priority Need: Ensure women in California are healthy before, during and after pregnancy. <i>Women/Maternal Focus Area 1: Reduce the impact of chronic conditions related to maternal mortality.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year).
Women/Maternal State Objective 1: By 2025, reduce the rate of pregnancy-related deaths (up to 1 year after the end of pregnancy) from 12.8 deaths per 100,000 live births (2019 CA-PMSS) to 12.2 deaths per 100,000 live births.	
Women/Maternal State Objective 1: Strategy 1: Lead surveillance and investigations of pregnancy-related deaths (up to 1 year after the end of pregnancy) in California.	Women/Maternal State Objective 1: Strategy 2: Partner to translate findings from pregnancy-related mortality investigations into recommendations for action to improve maternal health and perinatal clinical practices.
Local Activities for Women/Maternal Objective 1: Strategy 1:	Local Activities for Women/Maternal Objective 1: Strategy 2:
w 1.1.1 <input type="checkbox"/> Partner with CDPH/MCAH on dissemination of data findings, guidance, and education to the public and local partners, including perinatal obstetric providers. What is your anticipated outcome?	w 1.2.1 <input type="checkbox"/> Partner with CDPH/MCAH on dissemination and translation of recommendations to improve maternal health and perinatal clinical practices, including quality improvement toolkits to reduce disparities. What is your anticipated outcome?
w 1.1.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 1.2.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Women/Maternal Health Domain

<p>Priority Need: Ensure women in California are healthy before, during and after pregnancy. <i>Women/Maternal Focus Area 2: Reduce the impact of chronic conditions related to maternal morbidity.</i></p>		
<p>Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)</p>		<p>NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year).</p>
<p>Women/Maternal State Objective 2: By 2025, reduce the rate of severe maternal morbidity from 104.4 per 10,000 delivery hospitalizations (2020 PDD) to 88.8 per 10,000 delivery hospitalizations.</p>		
<p>Women/Maternal State Objective 2: Strategy 1: Lead surveillance and research related to maternal morbidity in California.</p>	<p>Women/Maternal State Objective 2: Strategy 2: Lead statewide regionalization of maternal care to ensure women receive appropriate care for childbirth.</p>	<p>Women/Maternal State Objective 2: Strategy 3: Partner to strengthen knowledge and skill among health care providers and individuals on chronic conditions exacerbated during pregnancy.</p>
<p>Local Activities for Women/Maternal Objective 2: Strategy 1</p>	<p>Local Activities for Women/Maternal Objective 2: Strategy 2</p>	<p>Local Activities for Women/Maternal Objective 2: Strategy 3</p>
<p>w 2.1.1</p> <p><input type="checkbox"/> Partner with CDPH/MCAH on dissemination of data findings, guidance, and education to the public and local partners.</p> <p>What is your anticipated outcome?</p>	<p>w 2.2.1</p> <p><input type="checkbox"/> Partner with local Regional Perinatal Programs of California (RPPC) Director to understand and promote efforts to establish Perinatal Levels of Care and quality improvement efforts.</p> <p>What is your anticipated outcome?</p>	<p>w 2.3.1</p> <p><input type="checkbox"/> Partner with CDPH/MCAH to pilot test educational materials addressing chronic health conditions during pregnancy and disseminate to consumers and providers.</p> <p>What is your anticipated outcome?</p>
<p>w 2.1.2</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>w 2.2.2</p> <p><input type="checkbox"/> Perinatal Service Coordinator (PSC) will partner with Women Infant Children (WIC), RPPC, CDPH/MCAH, Medi-Cal, and other key stakeholders to ensure integration of resources and a coordinated delivery system for women during and after pregnancy.</p> <p>What is your anticipated outcome?</p>	<p>w 2.3.2</p> <p><input type="checkbox"/> For Black Infant Health (BIH) funded sites only, disseminate culturally responsive materials to inform Black women on chronic health conditions.</p> <p>What is your anticipated outcome?</p>

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<p>w 2.1.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>w 2.2.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>w 2.3.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>
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If you have additional local activities, please add a row.

Woman/Maternal Health Domain		
Priority Need: Ensure women in California are healthy before, during and after pregnancy. <i>Women/Maternal Focus Area 3: Improve mental health for all mothers in California.</i>		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year).	
Women/Maternal State Objective 3: By 2025, increase the receipt of mental health services among women who reported needing help for emotional well-being or mental health concerns during the perinatal period from 49.0% (2020 MIHA) to 52.1%.		
Women/Maternal State Objective 3: Strategy 1: Partner with state and local programs responsible for the provision of mental health services and early intervention programs to reduce mental health conditions in the perinatal period.	Women/Maternal State Objective 3: Strategy 2: Partner to strengthen knowledge and skill among health care providers, individuals, and families to identify signs of maternal mental health-related needs.	Women/Maternal State Objective 3: Strategy 3: Partner to ensure pregnant and parenting women are screened and referred to mental health services during the perinatal period.
Local Activities for Women/Maternal Objective 3: Strategy 1	Local Activities for Women/Maternal Objective 3: Strategy 2	Local Activities for Women/Maternal Objective 3: Strategy 3
w 3.1.1 <input type="checkbox"/> Partner with local programs responsible for the provision of mental health services and early intervention programs to promote mental health services in the perinatal period. What is your anticipated outcome?	w 3.2.1 <input type="checkbox"/> Perinatal Service Coordinators (PSCs) will ensure providers, local health plans, and stakeholders in their communities are aware of mental health requirements at roundtable discussions or through other communications. What is your anticipated outcome?	w 3.3.1 <input type="checkbox"/> Implement and utilize standardized and validated mental health screening tools for pregnant and parenting women in MCAH programs. What is your anticipated outcome?
w 3.1.2 <input type="checkbox"/> Partner with local mental health service providers to improve referral and linkages to mental health services.	w 3.2.2 <input type="checkbox"/> Partner with local Mental Health Services Act (MHSA)/Prop. 63 funded programs to increase available services to women during perinatal period.	w 3.3.2 <input type="checkbox"/> Lead the development of a county maternal mental health algorithm that outlines a referral system and the services available to address maternal mental health and identify systems gaps.

What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?
<p>w 3.1.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>w 3.2.3</p> <p><input checked="" type="checkbox"/> Partner with CDPH/MCAH to disseminate mental health promotional messages that educate women and families to recognize early signs and symptoms of mental health disorders.</p> <p>What is your anticipated outcome? Provide Maternal Mental Health resource bags with supplies to connect MCAH/WIC clients to mental health resources and provide community events during maternal mental health awareness month for MCAH/WIC clients to connect and learn about maternal mental health.</p>	<p>w 3.3.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>
<p>w 3.1.4</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>w 3.2.4</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>w 3.3.4</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>

If you have additional local activities, please add a row.

Woman/Maternal Health Domain			
Priority Need: Ensure women in California are healthy before, during and after pregnancy. <i>Women/Maternal Focus Area 4: Ensure optimal health before pregnancy and improve pregnancy planning and birth spacing.</i>			
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with a preventive medical visit in the past year). ESM: The number of Local Health Jurisdictions (LHJs) that report developing or adopting a protocol to link clients (women 22-44) to a provider to access a preventive visit.		
Women/Maternal State Objective 4: By 2025, increase the percent of women who had an optimal interpregnancy interval of at least 18 months from 74.2% (2019 CCMBF) to 76.4%.			
Women/Maternal State Objective 4: Strategy 1: Partner to increase provider and individual knowledge and skill to improve health and health care before and between pregnancies.	Women/Maternal State Objective 4: Strategy 2: Lead a population-based assessment of mothers in California, the Maternal and Infant Health Assessment Survey (MIHA), to provide data to guide programs and services.	Women/Maternal State Objective 4: Strategy 3: Lead efforts to improve local perinatal health systems utilizing morbidity and mortality data and implement evidence-based interventions to improve the health of pregnant individuals and their infants.	Women/Maternal State Objective 4: Strategy 4: Fund the DHCS Indian Health Program (IHP) to administer the American Indian Maternal Support Services (AIMSS) to provide case management and home visitation program services for American Indian women during and after pregnancy.
Local Activities for Women/Maternal Objective 4: Strategy 1	Local Activities for Women/Maternal Objective 4: Strategy 2	Local Activities for Women/Maternal Objective 4: Strategy 3	No Local Activities
w 4.1.1 <input type="checkbox"/> Partner with CDPH/MCAH to disseminate and promote best practices and resources from key preconception initiatives. What is your anticipated outcome?	w 4.2.1 <input type="checkbox"/> Partner with CDPH/MCAH in the development of the Maternal Infant Health Assessment (MIHA) Survey. What is your anticipated outcome?	w 4.3.1 <input type="checkbox"/> Partner with Perinatal Service Coordinators (PSCs) to identify barriers in access to care in medically underserved areas and collaborate with local health plans to reduce barriers. What is your anticipated outcome?	
w 4.1.2 <input type="checkbox"/> Coordinate with CDPH/MCAH to identify uninsured populations and conduct outreach and awareness of health insurance options.	w 4.2.2 <input type="checkbox"/> Partner with CDPH/MCAH to disseminate MIHA data findings and guidance to the public and local partners.	w 4.3.2 <input type="checkbox"/> Outreach coordination to underserved populations and provide information and education on topics to improve health outcomes for parents, infants, and their families (e.g., social media, resource fairs).	

What is your anticipated outcome?	What is your anticipated outcome?	What is your anticipated outcome?	
<p>w 4.1.3</p> <p><input type="checkbox"/> Partner with CDPH/MCAH to promote preconception/inter-conception health programs.</p> <p>What is your anticipated outcome?</p>	<p>w 4.2.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>w 4.3.3</p> <p><input type="checkbox"/> Monitor the health status of the MCAH population including disparities and social determinants of health and work with local leadership to address identified issues.</p> <p>What is your anticipated outcome?</p>	
<p>w 4.1.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>w 4.2.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>w 4.3.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	

If you have additional local activities, please add a row.

Woman/Maternal Health Domain	
Priority Need: Ensure women in California are healthy before, during and after pregnancy. <i>Women/Maternal Focus Area 5: Reduce maternal substance use.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 1: Well-woman visit (Percent of women with preventive medical visit in the a past year).
Women/Maternal State Objective 5: By 2025, reduce the rate of maternal substance use from 21.1 per 1,000 delivery hospitalizations (2020 PDD) to 19.7 per 1,000 delivery hospitalizations.	
Women/Maternal State Objective 5: Strategy 1: Lead research and surveillance on maternal substance use in California.	Women/Maternal State Objective 5: Strategy 2: Partner at the state and local level to increase prevention and treatment of maternal opioid and other substance use.
Local Activities for Women/Maternal Objective 5: Strategy 1	Local Activities for Women/Maternal Objective 5: Strategy 2
w 5.1.1 <input type="checkbox"/> Coordinate with CDPH/MCAH to disseminate data findings, guidance, and education to the public and local partners. What is your anticipated outcome?	w 5.2.1 <input type="checkbox"/> Identify County specific resources on treatment and best practices to address substance use and collaborate to improve referral and linkages to services. What is your anticipated outcome?
w 5.1.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	w 5.2.2 <input type="checkbox"/> Disseminate the Association of State and Territorial Health Officials (ASTHO) Public Health Perinatal Opioid Toolkit. What is your anticipated outcome?
w 5.1.3 <input type="checkbox"/> Other local activity (Please Specify/Optional):	w 5.2.3 <input type="checkbox"/> Other local activity (Please Specify/Optional):

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What is your anticipated outcome?	What is your anticipated outcome?
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If you have additional local activities, please add a row.

Section C: Local Activities by Domain
At least one activity must be selected or the LHJ must develop at least one activity of their own in the Perinatal/Infant Health Domain

Perinatal/Infant Health Domain			
<p>Perinatal/Infant Priority Need: Ensure all infants are born healthy and thrive in their first year of life. <i>Perinatal/Infant Focus Area 1: Improve healthy infant development through breastfeeding.</i> <i>Perinatal/Infant Focus Area 2: Improve healthy infant development through caregiver/infant bonding.</i></p>			
<p>Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)</p>		<p>NPM 4a: Percent of infants who are ever breastfed. NPM 4b: Percent of infants breastfed exclusively through 6 months. ESM 4.1: Number of online views/hits to the "Lactation Support for Low-Wage Workers". SPM 1: Preterm birth rate among infants born to non-Hispanic Black women</p>	
<p>Perinatal/Infant State Objective 1: By 2025, increase the percent of women who report exclusive in-hospital breastfeeding from 69.7% (2020 GDSP) to 72.5%.</p>			
<p>Perinatal/Infant State Objective 1: Strategy 1: Lead surveillance of breastfeeding practices and assessment of initiation and duration trends.</p>	<p>Perinatal/Infant State Objective 1: Strategy 2: Lead technical assistance and training to support breastfeeding initiation, including the implementation of the Model Hospital Policy or Baby Friendly in all California birthing hospitals by 2025.</p>	<p>Perinatal/Infant State Objective 1: Strategy 3: Partner to develop and disseminate information and resources about policies and best practices to promote breastfeeding duration, including lactation accommodation within all MCAH programs.</p>	<p>Perinatal/Infant State Objective 1: Strategy 4: Partner with birthing hospitals to support caregiver/infant bonding.</p>
<p>Local Activities for Perinatal/Infant Objective 1: Strategy 1</p>	<p>Local Activities for Perinatal/Infant Objective 1: Strategy 2</p>	<p>Local Activities for Perinatal/Infant Objective 1: Strategy 3</p>	<p>Local Activities for Perinatal/Infant Objective 1: Strategy 4</p>
<p>p 1.1.1</p> <p><input type="checkbox"/> Monitor and track breastfeeding initiation and duration rates and disseminate data to community and local partners.</p> <p>What is your anticipated outcome?</p>	<p>p 1.2.1</p> <p><input type="checkbox"/> Promote breastfeeding education to prenatal women in local MCAH programs.</p> <p>What is your anticipated outcome?</p>	<p>p 1.3.1</p> <p><input type="checkbox"/> Partner to develop and disseminate information and resources about policies and best practices to promote extending breastfeeding duration, including lactation accommodation within local MCAH programs.</p> <p>What is your anticipated outcome?</p>	<p>p 1.4.1</p> <p><input type="checkbox"/> Partner with Regional Perinatal Program of California (RPPC) Directors to work with local birthing hospitals on messaging related to infant bonding with an emphasis on a client-centered approach.</p> <p>What is your anticipated outcome?</p>

<p>p 1.1.2</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.2.2</p> <p><input type="checkbox"/> Partner to disseminate information to the community regarding evidence-based breastfeeding initiation guidance.</p> <p>What is your anticipated outcome?</p>	<p>p 1.3.2</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.4.2</p> <p><input type="checkbox"/> Partner with community leaders to promote infant bonding, skin to skin training and outreach activities to dads, partners, and caretakers.</p> <p>What is your anticipated outcome?</p>
<p>p 1.1.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.2.3</p> <p><input type="checkbox"/> Partner with Regional Perinatal Programs of California (RPPC) Directors to track and assess implementation and technical assistance needs of birthing hospitals related to the implementation of Model Hospital Policy or Baby Friendly.</p> <p>What is your anticipated outcome?</p>	<p>p 1.3.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.4.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>
<p>p 1.1.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.2.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.3.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 1.4.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>

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If you have additional local activities, please add a row.

Perinatal/Infant Health Domain		
Perinatal/Infant Priority Need: Reduce infant mortality with a focus on eliminating disparities. <i>Perinatal/Infant Focus Area 3: Reduce Black Infant Mortality.</i>		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	SPM 1: Preterm birth rate among infants born to non-Hispanic Black women.	
Perinatal/Infant State Objective 2: By 2025, reduce the rate of infant deaths from 3.9 per 1,000 live births (2020 BSMF/DSMF) to 4.0. <i>*Note: Even though the objective has been surpassed, California has chosen to keep the target at the same level (4.0) for now because this might have been a statistical fluctuation and we want to ascertain if it is an actual stable trend.</i>		
Perinatal/Infant State Objective 2: Strategy 1: Lead research and surveillance related to fetal and infant mortality in California.	Perinatal/Infant State Objective 2: Strategy 2: Lead planning and development of evidence-based practices and lesson learned for reducing infant mortality rates.	Perinatal/Infant State Objective 2: Strategy 3: Lead the California SIDS Program to provide grief and bereavement support to parents, technical assistance, resources, and training on infant safe sleep to reduce infant mortality.
Local Activities for Perinatal/Infant Objective 2: Strategy 1	No Local Activities	Local Activities for Perinatal/Infant Objective 2: Strategy 3
<p>p 2.1.1</p> <p><input type="checkbox"/> Monitor and track fetal and infant mortality utilizing the National Fatality Review-Case Reporting System (NFR-CRS) and disseminate data to community and local partners.</p> <p>What is your anticipated outcome?</p>	<p>p 2.2.1</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 2.3.1</p> <p>IXI Promote and disseminate information and resources related to SIDS/SUID risk factors and reduction strategies.</p> <p>What is your anticipated outcome? Disseminate information about SIDS/SUID through the Mono County Infant Health webpage and any relevant community events. Provide pack n' plays, sleep sacs, and pacifiers to families and childcare providers that need resources for safe sleep. While the webpage is already in place, website updates and resources will be added to make the webpage more current and robust.</p>
<p>p 2.1.2</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p>		<p>p 2.3.2</p> <p><input type="checkbox"/> Disseminate Safe to Sleep® campaign and Safe Sleep strategies that address SIDS and other sleep-related causes of infant death.</p>

<p>What is your anticipated outcome?</p>		<p>What is your anticipated outcome?</p>
<p>p 2.1.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>		<p>p 2.3.3</p> <p><input type="checkbox"/>Partner with Regional Perinatal Programs of California (RPPC) to work with birthing hospitals to disseminate Sudden Infant Death Syndrome/Sudden Unexpected Infant Death (SIDS/SUID) risk reduction information to parents or guardians of newborns upon discharge.</p> <p>What is your anticipated outcome?</p>
<p>p 2.1.4</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>		<p>p 2.3.4</p> <p><input type="checkbox"/>Partner with local childcare licensing, birthing facilities, clinics, Women Infant Children (WIC) sites, and medical providers to provide SIDS/SUID and Safe Sleep education.</p> <p>What is your anticipated outcome?</p>
<p>p 2.1.5</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>		<p>p 2.3.5</p> <p><input type="checkbox"/> Provide SIDS/SUID grief and bereavement services and supports through home visits and/or mail resource packets to families suffering an infant loss.</p> <p>What is your anticipated outcome?</p>

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		<p>p 2.3.6</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>

If you have additional local activities, please add a row.

Perinatal/Infant Health Domain			
Perinatal/Infant Priority Need: Reduce infant mortality with a focus on eliminating disparities. <i>Perinatal/Infant Focus Area 3: Reduce preterm births.</i>			
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)		SPM 1: Preterm birth rate among infants born to non-Hispanic Black women.	
Perinatal/Infant State Objective 3: By 2025, reduce the percentage of preterm births from 8.8% (2020 BSMF) to 8.4%.			
Perinatal/Infant State Objective 3: Strategy 1: Lead research and surveillance on disparities in preterm birth rates in California.	Perinatal/Infant State Objective 3: Strategy 2: Lead the implementation of the Black Infant Health (BIH) Program to reduce the impact of stress due to structural racism to improve Black birth outcomes.	Perinatal/Infant State Objective 3: Strategy 3: Lead the implementation of the state general fund effort, Perinatal Equity Initiative (PEI), to support local initiatives to support birthing populations of color.	Perinatal/Infant State Objective 3: Strategy 4: Lead the development and dissemination of preterm birth reduction strategies across California.
Local Activities for Perinatal/Infant Objective 3: Strategy 1	Local Activities for Perinatal/Infant Objective 3: Strategy 2	Local Activities for Perinatal/Infant Objective 3: Strategy 3	Local Activities for Perinatal/Infant Objective 3: Strategy 4
<p>p 3.1.1</p> <input type="checkbox"/> Monitor and track local preterm birth rates and disseminate data to community and local partners. <p>What is your anticipated outcome?</p>	<p>p 3.2.1</p> <input type="checkbox"/> Other local activity (Please Specify/Optional): <p>What is your anticipated outcome?</p>	<p>p 3.3.1</p> <input type="checkbox"/> Other local activity (Please Specify/Optional): <p>What is your anticipated outcome?</p>	<p>p 3.4.1</p> <input type="checkbox"/> Partner with local birthing hospitals, and community stakeholders to disseminate social media campaigns about preterm birth reduction strategies. <p>What is your anticipated outcome?</p>

<p>p 3.1.2</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 3.2.2</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 3.3.2</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 3.4.2</p> <p><input type="checkbox"/>Develop and disseminate preterm birth reduction materials and resources to the community and agencies providing services to moms and babies.</p> <p>What is your anticipated outcome?</p>
<p>p 3.1.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 3.2.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 3.3.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>p 3.5.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>

If you have additional local activities, please add a row.

Section C: Local Activities by Domain
At least one activity must be selected or the LHJ must develop at least one activity of their own in the Child Health Domain

Child Health Domain			
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential. <i>Child Focus Area 1: Expand and support developmental screening.</i>			
(National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year. ESM 6.1: Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age range (10 months, 18 months, or 24 months' time points) during the reporting period.		
Child State Objective 1: By 2025, increase the percentage of children, ages 9 through 35 months, who received a developmental screening from a health care provider using a parent-completed screening tool in the past year from 25.9% (NSCH 2017-18) to 32.4%. <i>*Please note: We are waiting for the incoming NSCH oversample before updating this target.</i>			
Child State Objective 1: Strategy 1: Partner to build data capacity for public health surveillance and program monitoring and evaluation related to developmental screening in California.	Child State Objective 1: Strategy 2: Partner to improve early childhood systems to support early developmental health and family well-being.	Child State Objective 1: Strategy 3: Partner to educate and build capacity among providers and families to understand developmental milestones and implement best practices in developmental screening and monitoring within MCAH programs.	Child State Objective 1: Strategy 4: Support implementation of Department of Health Care Services (DHCS) policies regarding child health and well-being, including developmental screening.
No Local Activities	Local Activities for Child Objective 1: Strategy 2	Local Activities for Child Objective 1: Strategy 3	Local Activities for Child Objective 1: Strategy 4
	ch 1.2.1 <input type="checkbox"/> Partner with local stakeholders and partners, such as the local First 5 program, Help Me Grow system (if available in your jurisdiction), or Home Visiting Community Advisory Board to identify key local resources for developmental screening/linkage. What is your anticipated outcome?	ch 1.3.1 <input type="checkbox"/> Partner with early childhood and family-serving programs (including CHVP, AFLP, BIH) to assess current policies and practices on developmental screening and monitoring developmental milestones and determine whether additional monitoring or screening should be incorporated into the programs. What is your anticipated outcome?	ch 1.4.1 <input type="checkbox"/> Build capacity by partnering with local Medi-Cal managed care health plans to educate and share information with providers about Medi-Cal developmental screening reimbursement and quality measures. What is your anticipated outcome?

	<p>ch 1.2.2</p> <p><input type="checkbox"/>Lead the development of a community resource map that links referrals to services.</p> <p>What is your anticipated outcome?</p>	<p>ch 1.3.2</p> <p><input type="checkbox"/>Partner with providers to educate families in MCAH programs about specific milestones and developmental screening needs.</p> <p>What is your anticipated outcome?</p>	<p>ch 1.4.2</p> <p><input type="checkbox"/>Track County Medi-Cal managed care health plan developmental screening data.</p> <p>What is your anticipated outcome?</p>
	<p>ch 1.2.3</p> <p><input type="checkbox"/> Implement a social media campaign or other outreach to educate families on the importance of well-child and other preventive health visits.</p> <p>What is your anticipated outcome?</p>	<p>ch 1.3.3</p> <p><input type="checkbox"/>Partner with Help Me Grow (HMG) and other key partners to educate providers and families about developmental screening recommendations and tools.</p> <p>What is your anticipated outcome?</p>	<p>ch 1.4.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>
	<p>ch 1.2.4</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>ch 1.3.4</p> <p><input type="checkbox"/>Partner with Women Infant Children (WIC) to disseminate developmental milestone information, educational resources, and tools.</p> <p>What is your anticipated outcome?</p>	<p>ch 1.4.4</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>

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	ch 1.2.5 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch 1.3.5 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch 1.4.5 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?

If you have additional local activities, please add a row.

Child Health Domain		
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential. <i>Child Focus Area 2: Raise awareness of adverse childhood experiences and prevent toxic stress through building resilience.</i>		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year. ESM 6.1: Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age range (10 months, 18 months, or 24 months' time points) during the reporting period.	
Child State Objective 2: By 2025, increase the percentage of children (ages 0 - 17 years) who live in a home where the family demonstrated qualities of resilience (i.e., met all four resilience items as identified in the NSCH survey) during difficult times from 83.6% (NSCH 2020-21) to 84.5%.		
Child State Objective 2: Strategy 1: Partner with CDPH Essentials for Childhood and other stakeholders to build data capacity to track and understand experiences of adversity and resilience among children and families.	Child State Objective 2: Strategy 2: Partner to build capacity and expand programs and practices to build family resiliency by optimizing the parent-child relationship, enhancing parenting skills, and addressing child poverty through increasing access to safety net programs within MCAH-funded programs.	Child State Objective 2: Strategy 3: Support the California Office of the Surgeon General and DHCS' ACEs Aware initiative to build capacity among communities, providers, and families to understand the impact of childhood adversity and the importance of trauma-informed care.
Local Activities for Child Objective 2: Strategy 1	Local Activities for Child Objective 2: Strategy 2	Local Activities for Child Objective 2: Strategy 3
ch 2.1.1 <input type="checkbox"/> Identify and examine local county data sources for childhood adversity, childhood poverty, and social determinants of health affecting child health and family resilience. What is your anticipated outcome?	ch 2.2.1 <input type="checkbox"/> Assess current MCAH program practices to promote healthy, safe, stable, and nurturing parent-child relationships within MCAH programs. What is your anticipated outcome?	ch 2.3.1 <input type="checkbox"/> Participate and promote within local county agencies the Surgeon General's ACEs trainings. What is your anticipated outcome?
ch 2.1.2 <input type="checkbox"/> Identify opportunities to expand data collection on key child adversity and family resilience measures. What is your anticipated outcome?	ch 2.2.2 <input type="checkbox"/> Research and share information on statewide initiatives that address social determinants of health and strengthen economic supports for families.	ch 2.3.2 <input type="checkbox"/> Share information to support the Surgeon General and DHCS' efforts on trauma screening and training for health care providers. What is your anticipated outcome?

	<p>What is your anticipated outcome?</p>	
<p>ch 2.1.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>ch 2.2.3</p> <p><input type="checkbox"/>Incorporate policies and practices to strengthen economic supports, including improving access to safety net programs, for families within MCAH programs.</p> <p>What is your anticipated outcome?</p>	<p>ch 2.3.3</p> <p><input type="checkbox"/> Identify resources and training opportunities locally on ACEs and trauma-informed care for local programs.</p> <p>What is your anticipated outcome?</p>

If you have additional local activities, please add a row.

Child Health Domain	
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential. <i>Child Focus Area 3: Support and build partnerships to improve the physical health of all children.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year. ESM 6.1: Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age range (10 months, 18 months, or 24 months' time points) during the reporting period.
Child State Objective 3: By 2025, increase the percentage of children (ages 1 - 17 years) who had a preventive dental visit in the past year from 74.3% (NSCH 2020-21) to 82.6%.	
Child State Objective 3: Strategy 1: Support the CDPH Office of Oral Health in their efforts to increase access to regular preventive dental visits for children by sharing information with MCAH programs.	
Local Activities for Child Objective 3: Strategy 1	
ch 3.1.1 IXI Other local activity (Please Specify/Optional): Collaborate with Oral Health to provide First 5 "brush in a box" kits to give to home visitors to provide families and all the children in their household which would include information on local dental resources and the importance of regular dental visits. What is your anticipated outcome? Increase the number of children that have oral health supplies and receive regular dental visits.	

If you have additional local activities, please add a row.

Child Health Domain	
Child Priority Need: Optimize the healthy development of all children so they can flourish and reach their full potential. <i>Child Focus Area 3: Support and build partnerships to improve the physical health of all children.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 6: Percentage of children, ages 9 through 35 months, who received a developmental screening using a parent-completed screening tool in the past year. ESM 6.1: Percent of children enrolled in CHVP with at least one developmental screen using a validated instrument within AAP-defined age range (10 months, 18 months, or 24 months' time points) during the reporting period.
Child State Objective 4: By 2025, decrease the percentage of fifth grade students who are overweight or obese from 41.3% (2019) to 39.3%.	
Child State Objective 4: Strategy 1: Partner to enable the reporting of data on childhood overweight and obesity in California.	Child State Objective 4: Strategy 2: Partner with WIC and others to provide technical assistance to local MCAH programs to support healthy eating and physically active lifestyles for families.
Local Activities for Child Objective 4: Strategy 1	
ch 4.1.1 <input type="checkbox"/> Contingent upon CDPH/MCAH procuring sub-State-level data on child overweight and obesity, utilize guidance to inform local-level prevention initiatives. What is your anticipated outcome?	ch 4.2.1 <input type="checkbox"/> Partner with local WIC, local Center for Healthy Communities Programs and Initiatives, local Education initiatives, and local CDPH/MCAH programs and initiatives, stakeholders, and partners to identify resources and best practices and tools on healthy eating and share with families in MCAH programs. What is your anticipated outcome?
ch 4.1.2 <input type="checkbox"/> Other local activity (Please Specify/Optional): What is your anticipated outcome?	ch 4.2.2 <input type="checkbox"/> Partner with Women Infant Children (WIC), and other local programs to refer and link eligible families to WIC and other healthy food resources. What is your anticipated outcome?

<p>ch 4.1.3</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>ch 4.2.3</p> <p><input type="checkbox"/>Partner with CDPH/MCAH to utilize the Policies, Systems, and Environmental Change Toolkit to improve physical activity, nutrition, and breastfeeding within the local health jurisdiction.</p> <p>What is your anticipated outcome?</p>
<p>ch 4.1.4</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>ch 4.2.4</p> <p><input type="checkbox"/> Share the child MyPlates and related messaging with families and providers to promote healthy eating in children.</p> <p>What is your anticipated outcome?</p>
<p>ch 4.1.5</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>ch 4.2.5</p> <p><input type="checkbox"/>Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>

If you have additional local activities, please add a row.

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the CYSHCN Health Domain

Children and Youth with Special Health Care Needs (CYSHCN) Domain

CYSHCN Priority Need 1: Make systems of care easier to navigate for CYSHCN and their families.

CYSHCN Focus Area 1: Build capacity at the state and local levels to improve systems that serve CYSHCN and their families.

<p>Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)</p>	<p>NPM 12: Percent of adolescents with and without special health care needs who receive services necessary to make transitions to adult health care. ESM 12.1: Number of Local MCAH programs that implement a Scope of Work objective focused on CYSHCN public health systems.</p>
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CYSHCN State Objective 1:

By 2025, maintain the number of Local MCAH programs (44) that chose to implement a Scope of Work objective focused on CYSHCN public health systems and services.

<p>CYSHCN State Objective 1: Strategy 1: Lead state and local MCAH capacity-building efforts to improve and expand public health systems and services for CYSHCN.</p>	<p>CYSHCN State Objective 1: Strategy 2: Lead program outreach and assessment within State MCAH to ensure best practices for serving CYSHCN are integrated into all MCAH programs.</p>	<p>CYSHCN State Objective 1: Strategy 3: Partner to build data capacity to understand needs and health disparities in the CYSHCN population.</p>
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<p>Local Activities for CYSHCN Objective 1: Strategy 1</p>	<p>Local Activities for CYSHCN Objective 1: Strategy 2</p>	<p>No Local Activities</p>
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<p>cy 1.1.1</p> <p><input type="checkbox"/> Conduct an environmental scan focused on CYSHCN and their families, which could include strengths, opportunities, needs, gaps, and resources available in your county or region.</p> <p>What is your anticipated outcome?</p>	<p>cy 1.2.1</p> <p><input checked="" type="checkbox"/> Create or update a resource guide or diagram to help families, providers, and organizations understand the landscape of available local resources for CYSHCN.</p> <p>What is your anticipated outcome? Update web page on the county public health page to have updated local resources, community events, and social media sites for children and youth with special healthcare needs. Add a provider tab to include trainings and recorded webinars on serving the CYSHCN.</p>	
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<p>cy 1.1.2</p> <p><input type="checkbox"/> Improve coordination of emergency preparedness and disaster relief support for CYSHCN and their families.</p> <p>What is your anticipated outcome?</p>	<p>cy 1.2.2</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	
<p>cy 1.1.3</p> <p><input type="checkbox"/> Conduct a local data/evaluation project focused on CYSHCN.</p> <p>What is your anticipated outcome?</p>	<p>cy 1.2.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	
<p>cy 1.1.4</p> <p><input type="checkbox"/> Create or join a public health taskforce focused on the needs of CYSHCN in your county or region.</p> <p>What is your anticipated outcome?</p>	<p>cy 1.2.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	
<p>cy 1.1.5</p> <p><input type="checkbox"/> Partner with your county CCS program to improve connections and referrals between CCS and Local MCAH.</p> <p>What is your anticipated outcome?</p>	<p>cy 1.2.5</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p>	

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	What is your anticipated outcome?	
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If you have additional local activities, please add a row.

Children and Youth with Special Health Care Needs (CYSHCN) Domain		
CYSHCN Priority Need 1: Make systems of care easier to navigate for CYSHCN and their families. <small>CYSHCN Focus Area 2: Increase access to coordinated primary and specialty care for CYSHCN.</small>		
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 12: Percent of adolescents with and without special health care needs who receive services necessary to make transitions to adult health care ESM 12.1: Number of Local MCAH programs that implement a Scope of Work objective focused on CYSHCN public health systems	
CYSHCN State Objective 2: By 2025, increase the percent of adolescents with special health care needs (ages 12 – 17) who received services necessary to make transitions to adult health care from 18.4% to 20.2%. (NSCH 2016-20)		
CYSHCN State Objective 2: Strategy 1: Partner on identifying and incorporating best practices to ensure that CYSHCN and their families receive support for a successful transition to adult health care.	CYSHCN State Objective 2: Strategy 2: Fund DHCS/ISCD to assist CCS counties in providing necessary care coordination and case management to CCS clients to facilitate timely and effective access to care and appropriate community resources.	CYSHCN State Objective 2: Strategy 3: Fund DHCS/ISCD to increase timely access to qualified providers for CCS clients to facilitate coordinated care.
Local Activities for CYSHCN Objective 2: Strategy 1	No Local Activities	No Local Activities
cy 2.1.1 <input type="checkbox"/> Conduct an environmental scan in your county and/or region to understand needs, strengths, barriers, and opportunities in the transition to adult health care, supports, and services for youth with special health care needs. What is your anticipated outcome?		
cy 2.1.2		

Local Health Jurisdiction: Mono
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<p><input type="checkbox"/> Develop a communication and/or outreach campaign focused on transition from pediatric care to adult health care, including supports and services for youth with special health care needs.</p> <p>What is your anticipated outcome?</p>		
<p>cy 2.1.3</p> <p><input type="checkbox"/> Create/join a local learning collaborative or workgroup focused on the transition to adult health care and supports and services for youth with special health care needs.</p> <p>What is your anticipated outcome?</p>		
<p>cy 2.1.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>		

If you have additional local activities, please add a row.

Children and Youth with Special Health Care Needs (CYSHCN) Domain

CYSHCN Priority Need 2: Increase engagement and build resilience among CYSHCN and their families.

CYSHCN Focus Area 3: Empower and support CYSHCN, families, and family-serving organizations to participate in health program planning and implementation.

<p>Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)</p>	<p>NPM 12: Percent of adolescents with and without special health care needs who receive services necessary to make transitions to adult health care. ESM 12.1: Number of Local MCAH programs that implement a Scope of Work objective focused on CYSHCN public health systems.</p>
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CYSHCN State Objective 3:

By 2025, maintain the number of local MCAH programs (17) that chose to implement a Scope of Work objective focused on family engagement, social/community inclusion, and/or family strengthening for CYSHCN.

CYSHCN State Objective 3: Strategy 1:	CYSHCN State Objective 3: Strategy 2:	CYSHCN State Objective 3: Strategy 3:
Partner to train and engage CYSHCN and families to improve CYSHCN-serving systems through input and involvement in state and local MCAH program design, implementation, and evaluation.	Fund DHCS/ISCD to support continued family engagement in CCS program improvement, including the Whole Child Model, to assist families of CYSHCN in navigating services.	Support statewide and local efforts to increase resilience among CYSHCN and their families.
Local Activities for CYSHCN Objective 3: Strategy 1	No Local Activities	Local Activities for CYSHCN Objective 3: Strategy 3
<p>cy 3.1.1</p> <p><input type="checkbox"/> Collaborate with a local Family Resource Center or other CYSHCN-serving community organization to develop a training for LHJ staff on best practices for working with families of CYSHCN.</p> <p>What is your anticipated outcome?</p>		<p>cy 3.3.1</p> <p><input type="checkbox"/> Implement a project focused on mental health for parents/caregivers of CYSHCN (examples: connecting families in the NICU to home visiting or other Local MCAH programs, provider outreach to integrate maternal mental health screening into NICU follow-up visits or other pediatric specialty visits).</p> <p>What is your anticipated outcome?</p>

<p>cy 3.1.2</p> <p><input type="checkbox"/> Provide training to a local Family Resource Center or other CYSHCN-serving community organization on how to access Local MCAH programs and resources.</p> <p>What is your anticipated outcome?</p>		<p>cy 3.3.2</p> <p><input type="checkbox"/> Implement a project focused on social and community inclusion for CYSHCN and their families (examples: creating a youth with special health care needs advisory group to improve community inclusion, partner with Parks and Rec or other non-traditional partners to make public spaces and events more inclusive).</p> <p>What is your anticipated outcome?</p>
<p>cy 3.1.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>		<p>cy 3.3.3</p> <p><input type="checkbox"/> Partner with child welfare to address health needs (including mental health) of children and youth in foster care.</p> <p>What is your anticipated outcome?</p>
<p>cy 3.1.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>		<p>cy 3.3.4</p> <p><input type="checkbox"/> Integrate trauma-informed and resilience-building practices specific to CYSHCN and their families into local MCAH programs.</p> <p>What is your anticipated outcome?</p>

Local Health Jurisdiction: Mono
Agreement Number: 2023_26

Fiscal Year: SFY 2023-24

<p>cy 3.1.5</p> <p><input type="checkbox"/>Other (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>		<p>cy 3.3.5</p> <p><input type="checkbox"/>Other (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>
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If you have additional local activities, please add a row.

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Adolescent Health Domain

Adolescent Domain

Adolescent Priority Need 1: Enhance strengths, skills and supports to promote positive development and ensure youth are healthy and thrive.
Adolescent Focus Area 1: Improve sexual and reproductive health and well-being for all adolescents in California.

Performance Measures
 (National/State Performance Measures and Evidence-Based Strategy Measure)

NPM 10: Percent of adolescents, ages 12 through 17, with a preventive medical visit in the past year.
ESM 10.1: Percent of AFLP participants who received a referral for preventive services.

Adolescent State Objective 1:

By 2025, increase the proportion of sexually active adolescents who use condoms and/or hormonal or intrauterine contraception to prevent pregnancy and provide barrier protection against sexually transmitted diseases as measured by:

- percent of sexually active adolescents who used a condom at last sexual intercourse from 55% to 58%
- percent of sexually active adolescents who used the most effective or moderately effective methods of FDA-approved contraception from 23% to 25%.

Adolescent State Objective 1: Strategy 1:

Lead surveillance and program monitoring and evaluation related to adolescent sexual and reproductive health.

Adolescent State Objective 1: Strategy 2:

Lead to strengthen knowledge and skills to increase use of protective sexual health practices within CDPH/MCAH-funded programs.

Adolescent State Objective 1: Strategy 3:

Partner across state and local health and education systems to implement effective comprehensive sexual health education in California.

Local Activities for Adolescent Objective 1: Strategy 1

a 1.1.1
 Utilize California Adolescent Sexual Health Needs Index (CASHNI) to target adolescent sexual health programs and efforts to youth facing the greatest inequities in health and social outcomes.

What is your anticipated outcome?

Local Activities for Adolescent Objective 1: Strategy 2

a 1.2.1
 For non-AFLP funded county agencies, partner with local AFLP agencies and/or other community partners to promote healthy sexual behaviors and healthy relationships among expectant and parenting youth.

What is your anticipated outcome?

Local Activities for Adolescent Objective 1: Strategy 3

a 1.3.1
 For non-ASH Ed funded county agencies, partner with local ASH Ed funded agencies and/or other community partners to ensure local implementation of sexual health education that is aligned with the California Healthy Youth Act (CHYA) to young people facing the greatest inequities in health and social outcomes.

What is your anticipated outcome?

<p>a 1.1.2</p> <p><input type="checkbox"/> Utilize and disseminate California’s Adolescent Birth Rate (ABR) data report to the public and local partners.</p> <p>What is your anticipated outcome?</p>	<p>a 1.2.2</p> <p><input type="checkbox"/> Build capacity of local MCAH workforce to promote protective adolescent sexual health practices by disseminating information, resources, and training opportunities.</p> <p>What is your anticipated outcome?</p>	<p>a 1.3.2</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>
<p>a 1.1.3</p> <p><input type="checkbox"/> Other (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>a 1.2.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>a 1.3.3</p> <p><input type="checkbox"/> Other (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>

If you have additional local activities, please add a row.

Adolescent Domain	
Adolescent Priority Need: Enhance strengths, skills and supports to promote positive development and ensure youth are healthy and thrive. <i>Adolescent Focus Area 2: Improve awareness of and access to youth-friendly services for all adolescents in California.</i>	
Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)	NPM 10: Percent of adolescents, ages 12 through 17, with a preventive medical visit in the past year. ESM 10.1: Percent of AFLP participants who received a referral for preventive services.
Adolescent State Objective 2: By 2025, increase the percent of adolescents 12 -17 with a preventive medical visit in the past year from 59.8% (NSCH 2020-2021) to 83.8%.	
Adolescent State Objective 2: Strategy 1: Lead to develop and implement best practices in CDPH/MCAH funded programs to support youth with accessing youth-friendly preventative care, sexual and reproductive health care, and mental health care.	Adolescent State Objective 2: Strategy 2: Partner to increase the quality of preventive care for adolescents in California.
Local Activities for Adolescent Objective 2: Strategy 1	Local Activities for Adolescent Objective 2: Strategy 2
a 2.1.1 <input type="checkbox"/> Implement evidence-based screening tools or evidence-informed assessments to connect adolescents in Local MCAH programs to needed services. What is your anticipated outcome?	a 2.2.1 <input type="checkbox"/> Partner with CDPH/MCAH to disseminate tools and resources to improve the quality and accessibility of adolescent health care in their communities. What is your anticipated outcome?
a 2.1.2 <input type="checkbox"/> Lead the development of a community resources map that links referrals to services for young people. What is your anticipated outcome?	a 2.2.2 IXI Other (Please Specify/Optional): Connect adolescents to sexual health education, reproductive health services, substance use and harm reduction education, and supplies that support adolescent health and wellbeing. What is your anticipated outcome? Build adolescent knowledge base on sexual identity, types of birth controls, where and how to access resources, how to prevent substance use disorders and reduce harmful of effects of substance use. Reduce unwanted pregnancies and STI's.

<p>a 2.1.3</p> <p><input type="checkbox"/> Partner to disseminate adolescent preventive care recommendations to improve the quality of adolescent health services.</p> <p>What is your anticipated outcome?</p>	<p>a 2.2.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>
<p>a 2.1.4</p> <p><input type="checkbox"/> Implement referrals to youth-friendly preventive care, mental health care, and sexual and reproductive health care, including the California’s Family Planning, Access, Care and Treatment program.</p> <p>What is your anticipated outcome?</p>	<p>a 2.2.4</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>

If you have additional local activities, please add a row.

Adolescent Domain		
<p>Priority Need: Enhance strengths, skills and supports to promote positive development and ensure youth are healthy and thrive. <i>Adolescent Focus Area 3: Improve social, emotional, and mental health and build resilience among all adolescents in California.</i></p>		
<p>Performance Measures (National/State Performance Measures and Evidence-Based Strategy Measure)</p>	<p>NPM 10: Percent of adolescents, ages 12 through 17, with a preventive medical visit in the past year. ESM 10.1: Percent of AFLP participants who received a referral for preventive services.</p>	
<p style="text-align: center;">Adolescent State Objective 3: By 2025, increase the percent of adolescents aged 12-17 who have an adult in their lives with whom they can talk to about serious problems from 76.7% (NSDUH 2018-2019) to 79.7%.</p>		
<p><u>Adolescent State Objective 3: Strategy 1:</u> Lead to strengthen resilience among expectant and parenting adolescents to improve health, social, and educational outcomes.</p>	<p><u>Adolescent State Objective 3: Strategy 2:</u> Partner to identify opportunities to build protective factors for adolescents at the individual, community, and systems levels.</p>	<p><u>Adolescent State Objective 3: Strategy 3:</u> Partner to strengthen knowledge and skills among providers, individuals, and families to identify signs of distress and mental health related needs among adolescents.</p>
<p style="text-align: center;">Local Activities for Adolescent Objective 3: Strategy 1</p>	<p style="text-align: center;">Local Activities for Adolescent Objective 3: Strategy 2</p>	<p style="text-align: center;">Local Activities for Adolescent Objective 3: Strategy 3</p>
<p>a 3.1.1</p> <p><input type="checkbox"/> Partner with CDPH/MCAH to utilize evidence-based tools and resources, such as the Positive Youth Development (PYD) Model, to build youth resiliency to improve health, social, and educational outcomes among expectant and parenting youth.</p> <p>What is your anticipated outcome?</p>	<p>a 3.2.1</p> <p><input type="checkbox"/> Conduct a Positive Youth Development (PYD) Organizational Assessment to build agency capacity to engage and promote youth leadership and youth development.</p> <p>What is your anticipated outcome?</p>	<p>a 3.3.1</p> <p><input type="checkbox"/> Identify local needs and assets relating to adolescent mental health.</p> <p>What is your anticipated outcome?</p>

<p>a 3.1.2</p> <p><input type="checkbox"/> Lead or participate on an Adolescent Family Life Program’s (AFLP) Local Stakeholder Coalition (if AFLP exists in the county).</p> <p>What is your anticipated outcome?</p>	<p>a 3.2.2</p> <p><input type="checkbox"/> Establish or join a local youth advisory board to incorporate youth voice and feedback into local MCAH health programs and initiatives.</p> <p>What is your anticipated outcome?</p>	<p>a 3.3.2</p> <p><input type="checkbox"/> Partner with or join local adolescent health coalitions and co-develop a plan to improve adolescent mental health and well-being.</p> <p>What is your anticipated outcome?</p>
<p>a 3.1.3</p> <p><input type="checkbox"/> Other local activity (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>a 3.2.3</p> <p><input type="checkbox"/> Partner with local community agencies to understand and promote efforts to improve youth engagement and leadership opportunities.</p> <p>What is your anticipated outcome?</p>	<p>a 3.3.3</p> <p><input type="checkbox"/> Partner to disseminate training opportunities and resources related to adolescent mental health and well-being.</p> <p>What is your anticipated outcome?</p>
<p>a 3.1.4</p> <p><input type="checkbox"/> Other (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>a 3.2.4</p> <p><input type="checkbox"/> Other (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>	<p>a 3.3.4</p> <p><input type="checkbox"/> Other (Please Specify/Optional):</p> <p>What is your anticipated outcome?</p>

If you have additional local activities, please add a row.



TOMÁS J. ARAGÓN, M.D., Dr.P.H
 Director and State Public Health Officer

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



GAVIN NEWSOM
 Governor

Attestation of Compliance with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff

In compliance with the Social Security Act (SSA) section 1903(a)(2), Title 42 Code of Federal Regulations (CFR) part 432.2 and 432.50, and the Federal and State guidelines provided,

Mono County Health Department

has determined that the list of individuals in the attached Exhibit A are eligible for the enhanced SPMP reimbursement rate, for the State Fiscal Year 2023, based on our review of all the criteria below:

- Professional Education and Training
- Job Classification
- Job Duties /Duty Statement
- Specific Tasks (if only a portion will be claimed as SPMP enhanced functions)
- Organizational Chart
- Accurate, complete, and signed SPMP Questionnaire
- Active California License/Certification

The undersigned hereby attests that he/she:

- Has personally reviewed the criteria above and its supporting documentation, and determined that the individuals meet the federal requirements for the enhanced SPMP reimbursement rate.
- Will maintain all the aforementioned records and supporting documentation for audit purposes for a minimum of 3 years.
- Certifies that SPMP expenditures are from eligible non-federal sources and are in accordance with 42 CFR Section 433.51
- Understands that if SPMP requirements are not met, the agency will be financially responsible for repaying the costs to the California Department of Public Health (CDPH).
- Understands that CDPH may request additional information to substantiate the SPMP claims and such information must be provided in a timely manner.

Mono County Health Department

Agency Name/Local Health Jurisdiction

Jacinda Croissant

Name and Title

Signature

7/13/23

Date



**SPMP ATTESTATION
Exhibit A**

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
1	Jacinda Croissant	MCAH Director/PSC/PHN	BSN	RN	95021915
2	Margoree Neer	Public Health Nurse	BSN, FNP	RN/FNP	RN:384001 FNP:5403
3					
4					
5					
6					
7					
8					
9					
10					

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
21					
21					
23					
24					
25					
26					
27					
28					
29					
30					



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Health and Human Services - Public Health Division

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Materials Transfer Agreement with
Verily Life Sciences, LLC for
Wastewater Pathogen Testing
Services

AGENDA DESCRIPTION:

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

Proposed contract with Verily Life Sciences, LLC pertaining to materials transfer for wastewater pathogen testing services.

RECOMMENDED ACTION:

Approve, and authorize Health and Human Services Director to sign, contract with Verily Life Sciences, LLC for materials transfer for wastewater pathogen testing services for the period August 15, 2023, through December 31, 2026.

FISCAL IMPACT:

There is no fiscal impact to Health and Human Services. Possible revenue recognition of \$150 per liquid sample provided.

CONTACT NAME: Emily Janoff

PHONE/EMAIL: 760-914-2253 / ejanoff@mono.ca.gov

SEND COPIES TO:

Emily Janoff, Kathy Peterson, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract

History

Time	Who	Approval
8/1/2023 8:54 AM	County Counsel	Yes

8/7/2023 11:56 AM

Finance

Yes

8/8/2023 9:56 AM

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 15, 2023

TO: Board of Supervisors

FROM: Kathryn Peterson, Health and Human Services Director

SUBJECT: **Materials Transfer Agreement with Verily Life Sciences, LLC for wastewater pathogen testing services**

Discussion:

California Department of Public Health (CDPH) is converting the Mammoth Community Water District sampling site to the WastewaterSCAN program under the National Wastewater Surveillance System (NWSS) and Centers for Disease Control (CDC). In order to resume testing at the Verily Lab, Mono County needs to enter into a new agreement with them.

There are no changes to our current sampling process aside from a \$150 stipend per sample that will be paid to the county. The attached agreement has been reviewed and approved by county counsel and is ready for signatures upon board approval.

For questions, please contact Emily Janoff or Kathryn Peterson.

MATERIALS TRANSFER AGREEMENT

Verily Wastewater Pathogen Testing Services

This Materials Transfer Agreement (this “**Agreement**”) is entered into by and between Verily Life Sciences LLC, a Delaware limited liability company located at 269 East Grand Ave., South San Francisco, CA 94080, on behalf of itself, its affiliates and subsidiaries (“**Verily**”), and Mono County, a political subdivision of the State of California, located at 1290 Tavern Road, P.O. Box 3329, Mammoth Lakes, CA 93546 (“**Sample Provider**”), and is effective as of the date of the signature last signed below (“**Effective Date**”). Verily and Sample Provider are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

Sample Provider and Verily are interested in Sample Provider sending Verily Materials (as defined in Section 1) in order for Verily to test the Materials for pathogens (the “**Evaluation**”). In consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Evaluation; Payment.
 - a. Promptly after the Effective Date and thereafter during the Term, Sample Provider will use reasonable efforts to provide either (i) two (2) 50 mL of solid wastewater samples (“**Solid Materials**”) or (ii) two (2) containers of 500 mL of liquid influent wastewater samples (each of (i) or (ii) (“**Liquid Materials**”). Either Solid Materials or Liquid Materials are “**Materials**” under this Agreement. Sample Provider will provide either Solid Materials or Liquid Materials to Verily three (3) times a week, for the duration of the Term, and Verily will conduct the Evaluation. Verily will pay Sample Provider two hundred United States dollars (\$200.00) per Solid Material or one hundred fifty United States dollars (\$150.00) per Liquid Material, not to exceed the quantity or cadence set forth in this Section 1, and Verily will be responsible for providing all shipping supplies and prepaid shipping labels reasonably necessary for the Materials to be sent from Sample Provider’s facility to Verily. If Sample Provider selects “yes” on Schedule A to this Agreement, Verily will schedule recurring pickups for the Materials as described in Schedule A.
 - b. Subject to the terms of this Agreement, Sample Provider authorizes Verily to use the Materials to perform the Evaluation and report, disclose, and publish the Results as contemplated in this Agreement (the “**Permitted Purpose**”), and not for any other purpose. The Parties agree that after the initial Evaluation, the remaining Materials may be used for further Evaluation, for example if Verily desires to test for additional viral, bacterial, and eukaryotic pathogens, provided that any use of the Materials will meet the definition of Evaluation. Further Evaluation may be as part of an expansion of the WastewaterSCAN program, in which case the results of any future Evaluation will be Results under this Agreement, or the Evaluation may be outside of the WastewaterSCAN program, in which case the results of the Evaluation will not be Results under this Agreement. Verily may use subcontractors in performing the Evaluation.
 - c. Sample Provider is solely responsible for the collection techniques used in collecting the Material, provided that Verily may provide reasonable feedback and suggestions on the collection techniques used by Sample Provider at Sample Provider’s request.
 - d. Sample Provider will invoice Verily monthly in arrears by submitting an invoice, including the Site ID number and Site Name, for the previous month within ten (10) business days of the month end to pc-invoices@verily.com as a pdf or Microsoft Word document.
2. After completing the Evaluation for each set of Materials, Verily or Verily’s designee will provide the data and results arising from the Evaluation (the “**Results**”) by making the Results publicly available on a publicly accessible website and sending details related to accessing such Results to Sample Provider. Verily will use reasonable efforts to provide the Results within forty-eight (48) hours of Verily’s receipt of the Materials. The Parties agree that Verily or Verily’s designee may disclose information about Sample Provider, including the name of Sample Provider, the number of people served by the Sample Provider (which will be provided to Verily by Sample Provider), the geographic location of Sample Provider’s sewershed, and characteristics of Sample Provider’s sewershed or process disclosed to Verily when publishing or presenting the Results or otherwise making the Results publicly available,

which may be through an open source license or otherwise. The Parties acknowledge and agree that once made public, the Results and related information about Sample Provider, including the name of Sample Provider, the number of people served by the Sample Provider, the geographic location of Sample Provider's sewershed, and characteristics of Sample Provider's sewershed or process disclosed to Verily and made public may be used by any party, including third parties, without restriction, and that Verily may submit such information to public health authorities.

3. The term of this Agreement will commence upon the Effective Date and, unless earlier terminated, will continue until January 31, 2024 (the "**Initial Term**"). After the Initial Term, the term of the Agreement will automatically renew on a month-to-month basis until December 31, 2026, unless either Party gives notice to the other Party of an intent not to renew for the next month (the "**Renewal Term**" and collectively with the Initial Term, the "**Term**"). Either Party has the right to terminate this Agreement for any reason on fourteen (14) days written notice to the other Party, and either Party has the right to terminate this Agreement for material breach upon seven (7) days written notice to the other Party. Upon the expiration or termination of the Agreement, Verily will not return any remaining Materials. Sections 1(b), 2, 3, 4, 6 and 8-12 shall survive any termination or expiration of this Agreement.

4. Verily shall have the right to publish and present the Results, and Sample Provider acknowledges and agrees that Verily will not have any obligation to provide such publication or presentation to Sample Provider prior to such publication or presentation. Sample Provider can request to be notified of research publications authored by Verily that contain Results, which for clarity exclude the Results posted to the publicly accessible website or publications by third parties, by indicating a desire to be notified of such publications in the client intake form sent to Sample Provider by Verily.

5. Verily will comply with all laws and regulations regarding the transportation, use and disposal of the Materials. Sample Provider will: (a) ensure it has all necessary rights, consents, and approvals to send the Materials to Verily and for Verily to use the Materials for the Permitted Purpose, (b) comply with all laws and regulations regarding the collection, transportation and use of the Materials, as well as follow any instructions received by Verily regarding the transportation of the Materials, and (c) only provide Materials collected in the United States.

6. All Materials are understood to be experimental in nature and potentially hazardous. THE MATERIALS AND RESULTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, NOTWITHSTANDING ANY REQUESTS MADE BY Verily OR SAMPLE PROVIDER, INCLUDING, WITHOUT LIMITATION, ANY PERFORMANCE CHARACTERISTICS OF THE MATERIALS OR ACCURACY OF THE RESULTS.

7. EACH PARTY'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

8. All notices of termination or breach must be in English, in writing and addressed to the other Party's Legal Department. The address for notices to Verily's Legal Department is verily-counsel@google.com. All other notices must be in English, in writing and addressed to the other Party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

9. Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect as necessary to effectuate the original intent of the parties as closely as possible.

10. This Agreement does not create any agency, partnership, or joint venture between the Parties. This Agreement does not confer any benefits on any third party unless it expressly states that it does. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together

will constitute one instrument. Any amendment must be in writing, signed by both Parties, and expressly state that it is amending this Agreement. There are no third-party intended beneficiaries of this Agreement.

11. This Agreement sets out all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter. In entering into this Agreement neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

12. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed under seal by their duly authorized officers, effective as of the Agreement Effective Date.

Mono County

Verily Life Sciences LLC

By: _____

By: _____

Name: KATHY PETERSON

Name: Bradley white

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

SCHEDULING RECURRING PICKUPS

Verily will, at request, arrange and pay for recurring pickups at the Sample Provider's location using UPS shipping services instead of the Sample Provider arranging for collection kit handoff with the logistics carrier without Verily intervention. The Sample Provider agrees to a reduction of labor offset stipends per sample by \$25.00

Are you in need of recurring pickup arrangements?

- Yes
- No (X)**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Health and Human Services - Public Health Division

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Agreement with Smile Dental
Services, Inc for Mobile Dental Van
Services

AGENDA DESCRIPTION:

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

Smile Dental Services, Inc. is proposing to provide a Mobile Dental Van Service in Bridgeport and Walker, California during the month of August. The target populations are children and adults who have barriers to accessing dental services.

RECOMMENDED ACTION:

Approve an agreement with Smile Dental Services Inc. and authorize the Health and Human Services Director to execute said agreement, for the provision of Mobile Dental Van services.

FISCAL IMPACT:

None.

CONTACT NAME: Kathryn Peterson, Stephanie Butters, Lori Weist

PHONE/EMAIL: 7609376518 / kpeterson@mono.ca.gov; sbutters@mono.ca.gov; lweist@mono.ca.gov

SEND COPIES TO:

kpeterson@mono.ca.gov and sbutters@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Agreement
HIPPA Agreement

History

Time

Who

Approval

8/9/2023 10:54 AM	County Counsel	Yes
8/9/2023 11:09 AM	Finance	Yes
8/10/2023 7:18 AM	County Administrative Office	Yes



Health and Human Services Department

MEMO

TO: MONO COUNTY BOARD OF SUPERVISORS
FROM: Kathryn Peterson, Health and Human Services Director
SUBJECT: **SMILE DENTAL SERVICES, INC**
DATE: AUGUST 15, 2023
CC:

California's Medicaid program, Medi-Cal, currently offers dental services as one of the program's many benefits. Medi-Cal Dental is the program that provides free or low-cost dental services to eligible children and adults.

The Department of Health Care Services, through their Smile, California program, has teamed up with Delta Dental and Smile Dental Services, Inc. to provide mobile dental services to local jurisdictions. The Health and Human Services Department, Public Health Division, wishes to support a visit by the Smile Dental Services Mobile Dental Van on August 17, 2023, in Bridgeport, and August 18, 2023 in Walker. The following dental services will be available for all individuals: exams; x-rays; cleanings; sealants; restorative services; and simple extractions.

Smile Dental Services will schedule appointments directly on a first come, first served basis. The target group are children through adults who have a difficult time accessing services due to a variety of barriers.

The purpose of this agenda item is to request authorization for the Health and Human Services Director to sign an Agreement with Smile Dental Services, Inc. for the proposed services to occur in Mono County. If you have any questions, please contact me or Lori Weist with the Public Health Division, 760/924-1830.

**AGREEMENT BETWEEN COUNTY OF MONO
AND SMILE DENTAL SERVICES, INC
FOR THE PROVISION OF MOBILE DENTAL SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of SMILE DENTAL SERVICES, INC of Las Vegas, NV (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from August 8, 2023, to September 1, 2023, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$ZERO in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

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

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

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

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

10. DEFENSE AND INDEMNIFICATION

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

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

11. RECORDS AND AUDIT

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

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

12. NONDISCRIMINATION

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

13. TERMINATION

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

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

14. ASSIGNMENT

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

15. DEFAULT

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

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 22.

17. CONFIDENTIALITY

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

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

20. SEVERABILITY

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

21. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

22. AMENDMENT

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

23. NOTICE

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

County of Mono:
KATHY PETERSON
DIRECTOR OF HEALTH AND HUMAN SERVICES
PO BOX 2969
MAMMOTH LAKES, CA 93546
FAX: 760-924-5431

Contractor:
SMILE DENTAL SERVICES, INC
ATTN: JOSEPH CANAS
6375 SOUTH PESCOS ROAD
SUITE 119
LAS VEGAS, NV 89120

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same

instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signatures, including but not limited Docusign or similar service, shall be deemed as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER .

COUNTY OF MONO

CONTRACTOR

By: _____

By:  _____

Title: _____

Title: VP of Operation

Dated: _____

Dated: August 9, 2023

APPROVED AS TO FORM:



County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND SMILE DENTAL SERVICES
FOR THE PROVISION OF MOBILE DENTAL SERVICES**

TERM:

FROM: AUGUST 8, 2023 TO: SEPTEMBER 1, 2023

SCOPE OF WORK:

SMILE DENTAL SERVICES WILL PROVIDE DENTAL SERVICES IN ITS MOBILE DENTAL OPERATORY FOR SPECIFIED ENROLLEES AS NOTED WITHIN THE ORIGINAL AGREEMENT WITH DELTA DENTAL OF CALIFORNIA ON THE TWO DAYS OF AUGUST 17 & 18, 2023. AS SMILE DENTAL SERVICES HAS A CONTRACT WITH DELTA DENTAL OF CA, MONO COUNTY WILL NOT BE RESPONSIBLE FOR ANY FEES FOR THE SERVICES PROVIDED BY DELTA DENTAL OF CALIFORNIA'S ENROLLEES IN THE MOBILE DENTAL OPERATORY DURING THE TWO DAYS NOTED ABOVE.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND SMILE DENTAL SERVICES FOR
THE PROVISION OF MOBILE DENTAL SERVICES**

TERM:

FROM: AUGUST 8, 2023 TO: SEPTEMBER 1, 2023

SCHEDULE OF FEES:

SEE ATTACHMENT A – NO FEES.

See Attachment B1, incorporated herein by this reference (optional).

**AGREEMENT BETWEEN COUNTY OF MONO
AND SMILE DENTAL SERVICES, INC
FOR THE PROVISION OF MOBILE DENTAL SERVICES**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the “Agreement”) between SMILE DENTAL SERVICES, INC, (the “Business Associate”) and the County of Mono (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. “Business Associate” shall mean the party identified above as the “Business Associate”.

(b) Breach. “Breach” shall have the same meaning as the term “breach” in Section 164.402.

(c) Covered Entity. “Covered Entity” shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

(e) Electronic Protected Health Information. “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. “Individual” shall have the same meaning as the term “Individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. “Master Agreement” shall mean the contract or other agreement

to which this Attachment is attached and made a part of.

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business

Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate

is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. **Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to

comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Mono County Privacy Officer
Office of County Counsel
P.O. Box 2415
Mammoth Lakes, CA 93546

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

HIPAA BUSINESS ASSOCIATE PROVISIONS

Attachment A to Attachment 8

As provided in Paragraph 5 of of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Authorized Purposes (in any in addition to the purposes set forth in the Scope of Work): N/A



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Health and Human Services - Public Health Division

TIME REQUIRED

SUBJECT California Integrated Vital Records
System (Cal-IVRS) Data Privacy and
Security Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The California Integrated Vital Records System (Cal-IVRS) Data Privacy and Security Agreement sets forth the data privacy and security requirements that the Mono County Health and Human Services Department, Public Health Division, and the California Department of Public Health are obligated to follow with respect to all Cal-IVRS Data. By entering into this Agreement, Mono County and CDPH agree to protect the privacy and provide for the security of Cal-IVRS Data in compliance with all applicable state and federal laws concerning the Cal-IVRS Data.

RECOMMENDED ACTION:

Approve an agreement with the State of California for use of the California Integrated Vital Records System (Cal-IVRS) and authorize the Board Chair to sign.

FISCAL IMPACT:

None.

CONTACT NAME: Kathryn Peterson; sbutters@mono.ca.gov

PHONE/EMAIL: 7609376518 / kpeterson@mono.ca.gov; sbutters@mono.ca.gov

SEND COPIES TO:

kpeterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

[Agreement](#)

History

Time	Who	Approval
8/9/2023 2:59 PM	County Counsel	Yes
8/7/2023 10:59 AM	Finance	Yes
8/10/2023 7:19 AM	County Administrative Office	Yes



Health and Human Services Department

MEMO

TO: MONO COUNTY BOARD OF SUPERVISORS
FROM: Kathryn Peterson, Health and Human Services Director
SUBJECT: **CALIFORNIA INTEGRATED VITAL RECORDS SYSTEM (CAL-IVRS) DATA PRIVACY AND SECURITY AGREEMENT**
DATE: AUGUST 15, 2023
CC:

The California Integrated Vital Records System (Cal-IVRS) Data Privacy and Security Agreement sets forth the data privacy and security requirements that the Mono County Health and Human Services Department, Public Health Division, and the California Department of Public Health are obligated to follow with respect to all Cal-IVRS Data. This vital records system is used to register information on vital statistics by local health departments.

By entering into this Agreement, Mono County and CDPH agree to protect the privacy and provide for the security of Cal-IVRS Data in compliance with all applicable state and federal laws concerning the Cal-IVRS Data.

California Integrated Vital Records System (Cal-IVRS) Local Health Department Participant Agreement

This California Integrated Vital Records System (Cal-IVRS) Data Privacy and Security Agreement (Agreement) sets forth the data privacy and security requirements that Mono County [name of local health department] (Participant), and the California Department of Public Health (CDPH) are obligated to follow with respect to all Cal-IVRS Data (as defined herein). By entering into this Agreement, Participant and CDPH agree to protect the privacy and provide for the security of Cal-IVRS Data in compliance with all applicable state and federal laws concerning the Cal-IVRS Data. Permission for Participant to collect, create, access, use and disclose Cal-IVRS Data requires execution of this Agreement by Participant and CDPH.

- I. Supersession: This Agreement supersedes any prior Cal-IVRS Agreement, or other agreement concerning Cal-IVRS Data, between CDPH and Participant.
- II. Definitions: For purposes of this Agreement, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. The acquisition, access, use, or disclosure of Cal-IVRS Data in violation of any state or federal law or in a manner not permitted under this Agreement that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
 2. The same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision (f). The "system" referenced in Civil Code section 1798.29 shall be interpreted for purposes of this Agreement to reference the California Integrated Vital Records System (Cal-IVRS), only.
 - B. Cal-IVRS Data : "Cal-IVRS Data" means: All data collected in, or created in, the following CDPH information technology systems/databases:
 1. Vital Records Business Intelligence System (VRBIS).
 2. Electronic Birth Registration System (EBRS).

3. Electronic Death Registration System (EDRS).
 4. Fetal Death Registration System (FDRS).
- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of Cal-IVRS Data.
- D. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual;
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information;
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a);
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2);
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j);
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- E. Security Incident: “Security Incident” means:
1. An attempted breach;
 2. The attempted or successful modification or destruction of Cal-IVRS Data in the California Integrated Vital Records System in violation of any state or federal law or in a manner not permitted under this Agreement;
 3. An event constituting violation or imminent threat of violation of information security policies or procedures, including acceptable use policies; or
 4. The attempted or successful modification or destruction of, or interference with, system operations in the California Integrated Vital Records System that negatively impacts the confidentiality, availability or integrity of Cal-IVRS Data, or hinders or makes impossible the receipt, collection, creation, storage,

transmission or use of Cal-IVRS Data in the Cal-IVRS System.

- F. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of Cal-IVRS Data.
- G. Workforce Member: “Workforce Member” means an employee, volunteer, trainee, or other person whose conduct, in the performance of work for Participant, is under the direct control of Participant, whether or not they are paid by the Participant.
- H. [Reserved.]

III. Background and Purpose: The CDPH and its Director, designated in statute as the State Registrar, pursuant to Division 102 of the California Health and Safety Code (H&SC), is charged with the duties of registering, maintaining, indexing and issuing certified copies of all California Birth, Death, and Fetal Death records. As part of these activities, the State Registrar operates the VRBIS, EBRS, EDRS, and FDRS databases. Responsibilities set forth in H&SC section 102247 and 102249 provide legislative direction to the State Registrar to develop and maintain an automation system for vital event registration, develop and maintain public health data bases, build a data system that will support policy analysis and program decisions at all levels, be useful to health care providers, local and community agencies, and the state to ultimately benefit consumers of health care services. VRBIS, EBRS, EDRS, and FDRS are necessary components to fulfilling these responsibilities.

A. VRBIS is a secure, web based electronic solution for the State Registrar to store California’s vital records data and to permit Local Health Departments and others to access such data for purposes allowed under California statute, such as epidemiologic analysis, surveillance, and program evaluation, following all applicable laws and regulations concerning vital record data.

B. EBRS, EDRS, and FDRS are secure, web based electronic birth, death, and fetal death registration databases maintained by the State Registrar. Access to EBRS, EDRS, and FDRS is limited to statutorily defined record preparers, such as hospitals (section 102405,) funeral homes (sections 102780 and 102795,) and coroners (102850 – 102870,) as well as local registrars and the State Registrar, required by statute to register and preserve birth, death, and fetal death certificates. In EBRS, EDRS, and FDRS, record preparers enter certificate data into the registration database and electronically submit completed records to the local registrar to be registered. Once records are registered in EBRS, EDRS, and FDRS, record data are transmitted to VRBIS.

IV. Legal Authority: The legal authority for CDPH and Participant to collect, create, access, use and disclose Cal-IVRS Data is set forth in Attachment A to this Agreement, which is made part of this Agreement by this reference.

V. Effect of the Health Insurance Portability and Accountability Act of 1996 (HIPAA):

A. CDPH and Cal-IVRS HIPAA Status: CDPH is a “hybrid entity” for purposes of applicability of the federal regulations entitled "Standards for Privacy of Individually Identifiable Health Information" (Privacy Rule) (45 C.F.R. parts 160, 162, and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§ 1320d - 1320d-8) (as amended by Subtitle D Privacy, of the Health Information Technology for Economic and Clinical Health (HITECH) Act (Pub. L. 111–5, 123 Stat. 265–66)). The Cal-IVRS System has not been designated by the CDPH as, and is not, one of the HIPAA-covered “health care components” of CDPH. (45 C.F.R. § 164.504(c)(3)(iii).) The legal basis for this determination is as follows:

1. The Cal-IVRS System is not a component of CDPH that would meet the definition of a covered entity or business associate if it were a separate legal entity. (45 C.F.R. §§ 160.105(a)(2)(iii)(D); 160.103 (definition of “covered entity”).) And
2. The HIPAA Privacy Rule creates a special rule for a subset of public health activities whereby HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.” (45 C.F.R. § 60.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See State laws and regulations listed in Attachment A.]

B. CDPH is a “Public Health Authority”: CDPH is a “public health authority” as that term is defined in the Privacy Rule. (45 C.F.R. §§ 164.501; 164.512(b)(1)(i).)

C. Cal-IVRS Data Use and Disclosure Permitted by HIPAA: To the extent a disclosure or use of Cal-IVRS Data may also be considered a disclosure or use of “Protected Health Information” (PHI) of an individual, as that term is defined in part 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such Cal-IVRS Data disclosure and/or use by CDPH and Participant, without the consent or authorization of the individual who is the subject of the PHI:

1. HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.” (45 C.F.R. § 60.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in Attachment A].
2. A covered entity may disclose PHI to a “public health authority” carrying out public health activities authorized by law; (45 C.F.R. § 164.512(b));
3. A covered entity may use or disclose protected health information to the extent that such use or disclosure is required by law and the use or disclosure

complies with and is limited to the relevant requirements of such law.” (Title 45 C.F.R. §§ 164.502 (a)(1)(vii), 164.512(a)(1).) And,

4. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific Cal-IVRS Data uses and disclosures.

D. No HIPAA Business Associate Agreement or Relationship between CDPH and Participant: This Agreement and the relationship it memorializes between CDPH and Participant do not constitute a business associate agreement or business associate relationship pursuant to Title 45, CFR, part 160.103 (definition of “business associate”). The basis for this determination is part 160.203(c) of Title 45 of the Code of Federal Regulations (see, also, [HITECH Act, § 13421, subdivision. (a)].) [NOTE: See state laws and regulations listed in Attachment A]. Accordingly, this Agreement is not intended to nor at any time shall result in or be interpreted or construed as to create a business associate relationship between CDPH and Participant. By the execution of this Agreement, CDPH and Participant expressly disclaim the existence of any business associate relationship.

VI. Permitted Disclosures: The Participant and its workforce members and agents, shall safeguard the Cal-IVRS Data to which they have access to from unauthorized disclosure. The Participant, and its workforce members and agents, shall not disclose any Cal-IVRS Data for any purpose other than carrying out the Participant's obligations under the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law.

VII. Permitted Use: The Participant, and its workforce members and agents, shall safeguard the Cal-IVRS Data to which they have access to from unauthorized use. The Participant, and its workforce members and agents, shall not use any Cal-IVRS Data for any purpose other than carrying out the Participant's obligations under the statutes and regulations set forth in Attachment A or as otherwise allowed or required by state or federal law. Notwithstanding the foregoing, inter-jurisdictional data may only be used in accordance with the following:

A. Permitted Use of Inter-jurisdictional Data: CDPH participates in the State and Territorial Exchange of Vital Events. As a participating state, CDPH receives data about births and deaths of California residents occurring in other states and territories. The VRBIS system makes this data available for use by local public health agencies. As a condition of having access to this data, the Local Health Department Participant further agrees to all of the following:

1. The data received can be used for statistical analysis as long as no Personal Information is released.
2. The data can be used for public health surveillance, public health program evaluation, and administrative uses. Such uses require a statement of intended use approved by CDPH.

3. Any health research must be approved by the California Health and Human Services Agency's Committee for the Protection of Human Subjects. In addition, any use of confidential birth data for research also requires the approval of the CDPH Vital Statistics Advisory Committee. Data received for health research is deemed confidential and no data with Personal Information are permitted.
4. All data files received must be stored on a secure network consistent with the requirements defined in Section IX. The data must be destroyed when the project described in statement of intended use is completed.
5. Any other release, re-release, or use of birth or death data requires the written permission of the originating state or territory.

VIII. Safeguards: Participant shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of Cal-IVRS Data. The Participant 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 Participant's operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this Agreement), and which incorporates the requirements of Section IX, Security, below. Participant shall provide CDPH with its current and updated policies within five (5) business days of a request by CDPH for the policies.

IX. Security: The Participant shall take all steps necessary to ensure the continuous security of all of Participant's computerized data systems that access, process, store, receive or transmit Cal-IVRS Data. These steps shall include, at a minimum, the following:

- A.** Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, and/or NIST 800-53 (version 4 or subsequent approved versions) which sets forth guidelines for automated information systems in Federal agencies; and
- B.** In case of a conflict between any of the security standards contained in either of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to Cal-IVRS Data from breaches and security incidents.
- C.** Security Officer: The Participant shall designate a Security Officer to oversee its compliance with this Agreement and for communicating with CDPH on matters concerning this Agreement. Such designation is set forth in Attachment B to this Agreement, which is made a part of this Agreement by this reference.

X. Training: CDPH will provide training to Participant workforce members on the use of Cal-IVRS. The Participant shall provide training on its privacy and security obligations under this

Agreement, at its own expense, to all of its workforce members who assist in the performance of Participant's obligations under this Agreement, or otherwise use or disclose Cal-IVRS Data.

- A. The Participant shall require each workforce member who receives training to receive and sign a certification, indicating the workforce member's name and the date on which the training was completed.
- B. The Participant shall retain each workforce member's written certifications for CDPH inspection for a period of three years following contract termination.

XI. Workforce Member Discipline: Participant shall discipline such workforce members who intentionally violate any provisions of this Agreement, including, if warranted, by termination of employment.

XII. Participant Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Participant shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Agreement), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Agreement), 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 Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XII(G), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves Cal-IVRS Data 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 XII(G), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Participant as of the first day on which such breach or security incident is known to the Participant, or, by exercising reasonable diligence would have been known to the Participant. Participant shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of the Participant.

Participant shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the Cal-IVRS System operating environment; and,
2. Any action pertaining to a breach required by applicable federal or state laws,

including, specifically, California Civil Code section 1798.29.

- B. Investigation of Breach:** The Participant shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program 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 involved in the breach, including, specifically, the number of individuals whose Personal Information was breached;
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the Cal-IVRS Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the Cal-IVRS Data, or to whom it is known (or reasonably believed) to have had the Cal-IVRS Data improperly disclosed to them;
 3. a description of where the Cal-IVRS Data is known or believed to have been improperly used or disclosed;
 4. a description of the known or probable causes of the breach or security incident; and
 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 Participant shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of 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 full, 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 of 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 Participant is considered only a custodian and/or non-owner of the Cal-IVRS Data, Participant 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 CDPH Privacy Officer shall approve the time, manner and content of any such notifications, prior to the transmission of such notifications to the individual(s); 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 California Attorney General:** If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, Participant 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 Personal Information, to the California Attorney General pursuant to the format, content and timeliness provisions of section 1798.29, subdivision (e). Participant 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 California Attorney General.
- F. Public Statements:** Participant shall cooperate with CDPH in developing content for any public statements regarding Breaches or Security Incidents related to Participant and shall not provide any public statements without the express written permission of CDPH. Requests for public statement(s) by any non-party about a breach or security incidents shall be directed to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XII(G), below.
- G. CDPH Contact Information:** To direct communications to the above referenced CDPH staff, the Participant shall initiate contact as indicated below. CDPH reserves the right to make changes to the contact information by giving written notice to the Participant. Said changes shall not require an amendment to this Agreement.

[This space intentionally left blank – Continued on next page.]

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
<p>Dana Moore, MPH, CPH Deputy Director California Department of Public Health Center for Health Statistics and Informatics 3701 N. Freeway Blvd. P.O. Box 997410, MS 5000 Sacramento, CA 95899-7410</p> <p>Email: Dana.Moore@cdph.ca.gov Telephone: (916) 322-2942</p>	<p>Privacy Officer Privacy Office, c/o Office of Legal Services CA Depart. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377</p> <p>Email: privacy@cdph.ca.gov Telephone: (877) 421-9634</p>	<p>Chief Information Security Officer Information Security Office CA Depart. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413</p> <p>Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016</p>

XIII. CDPH Breach and Security Incident Responsibilities: CDPH shall notify Participant immediately by telephone call plus email upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email of the discovery of any security incident (as defined in this Agreement) that involves Cal-IVRS Data that was created or collected by Participant in the Cal-IVRS System. Notification shall be provided by CDPH to the Participant Representative, using the contact information listed in Attachment B to this Agreement.

A. For purposes of this Section, breaches and security incidents shall be treated as discovered by CDPH as of the first day on which such breach or security incident is known to CDPH, or, by exercising reasonable diligence would have been known to CDPH. CDPH shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of CDPH.

B. Participant Contact Information: To direct communications to the Participant's breach/security incident response staff, CDPH shall initiate contact as indicated by Participant in Attachment B. Participant's contact information must be provided to CDPH prior to execution of this Agreement. Participant reserves the right to make changes to the contact information in Attachment B. Such notice shall be provided to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XII(G), above. Said changes shall not require an amendment to this

Agreement.

- XIV.** Indemnification: Participant shall indemnify, hold harmless and defend CDPH from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorneys' fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Participant, its officers, workforce members or agents relative to the Cal-IVRS Data, including without limitation, any violations of Participant's responsibilities under this Agreement.
- XV.** Requests for Cal-IVRS Data by Third Parties: Participant and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any Cal-IVRS Data requested by third parties to this Agreement (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.
- XVI.** Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Participant to monitor compliance with this Agreement. Participant shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the CDPH Program Contract Manager in writing.
- XVII.** Term of Agreement: Unless otherwise terminated earlier in accordance with the provisions set forth herein, this Agreement shall remain in effect for five (5) years after the latest signature date in the signature block below. After five (5) years, this Agreement will expire without further action. If the parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement. If one or both of the parties wish to terminate this Agreement prematurely, they may do so upon 30 days' advance notice. CDPH may also terminate this Agreement pursuant to Sections XVIII or XIX, below.
- XVIII.** Termination for Cause:
- A.** Termination upon Breach: A breach by Participant of any provision of this Agreement, as determined by CDPH, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreement by CDPH. At its sole discretion, CDPH may give Participant 30 days to cure the breach.
 - B.** Judicial or Administrative Proceedings: Participant will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH may terminate the Agreement if Participant is found guilty of a criminal violation related to a violation of this Agreement. CDPH may terminate the Agreement if a finding or stipulation that the Participant has violated any security or privacy laws is made in any administrative or civil proceeding in which the Participant is a party or has been joined.
- XIX.** Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Agreement 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 Cal-IVRS Data. Upon CDPH's request, Participant agrees to promptly enter into negotiations with CDPH concerning an amendment to this Agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this Agreement upon thirty (30) days' written notice in the event:

- A.** Participant does not promptly enter into negotiations to amend this Agreement when requested by CDPH pursuant to this Section, or
 - B.** Participant does not enter into an amendment providing assurances regarding the safeguarding of Cal-IVRS Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of Cal-IVRS Data.

- XX.** Assistance in Litigation or Administrative Proceedings: Participant shall make itself and any workforce members or agents assisting Participant in the performance of its obligations under this Agreement available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or workforce members based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Participant, except where Participant or its workforce member or agent is a named adverse party.

- XXI.** Disclaimer: CDPH makes no warranty or representation that compliance by Participant with this Agreement will be adequate or satisfactory for Participant's own purposes or that any information in Participant's possession or control, or transmitted or received by Participant, is or will be secure from unauthorized use or disclosure. Participant is solely responsible for all decisions made by Participant regarding the safeguarding of Cal-IVRS Data.

- XXII.** Transfer of Rights: Participant has no right and shall not delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this Agreement to any other person or entity. Any such transfer of rights shall be null and void.

- XXIII.** No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Participant, any rights, remedies, obligations or liabilities whatsoever.

- XXIV.** Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws.

- XXV.** Survival: The respective rights and obligations of Participant under Sections VIII, IX, XII, XIII, and XVIII of this Agreement shall survive the termination or expiration of this Agreement.

- XXVI.** Attachments: The parties mutually agree that the following specified Attachments are part of this Agreement:
- A.** Attachment A: State Law Authority for: (1) Use and Disclosure of Cal-IVRS Data; and, (2) Application of HIPAA preemption exception for public health. (45 C.F.R. § 160.203(c).)
 - B.** Attachment B: Participant Breach and Security Incident Contact Information.
- XXVII.** Entire Agreement: This Agreement, including all Attachments, constitutes the entire agreement between CDPH and Participant. Any and all modifications of this Agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.
- XXVIII.** Severability: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.
- XXIX.** Choice of Law and Venue: The laws of the state of California will govern any dispute from or relating to this Agreement. The parties submit to the exclusive jurisdiction of the state of California and federal courts for or in Sacramento and agree that any legal action or proceeding relating to the Agreement may only be brought in those courts.

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Attachment A

Local Health Department Participant

State Law Authority for:

(1) Use and Disclosure of Cal-IVRS Data; and,

(2) Application of HIPAA preemption exception for public health. (45 C.F.R. § 160.203(c).)

A. General Legal Authority:

1. California Information Practices Act:

- a. California Civil Code section 1798.24, subdivision (e), provides in part as follows: “No agency may disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the information is disclosed, as follows: To a person, or to another agency where the transfer is necessary for the transferee agency to perform its constitutional or statutory duties, and the use is compatible with a purpose for which the information was collected....”

B. Specific Legal Authority: Vital Records Collection, Use, and Dissemination

1. Division 102 of the California Health and Safety Code designates that the Director of CDPH is the State Registrar and such duties include the registration, preservation, and dissemination of all of California’s birth, death, and marriage records.
2. California Health and Safety Code section 102100 mandates the registration of each live birth, fetal death, death, and marriage that occurs in the state.
3. Division 102 of the California Health and Safety Code designates the health officer of any approved local health department or a person appointed by the State Registrar as the local registrar of birth and deaths which duties include the registration, preservation, dissemination, and transmittal to the State Registrar of the birth and death certificates within that health jurisdiction.
4. Pursuant to California Health and Safety Code section 102405, for live births that occur in a hospital, or a state-licensed alternative birth center, the attending physician and surgeon, certified nurse midwife, or principal attendant, or if the foregoing individuals are unavailable, the administrator of a hospital or center or a representative designated by the administrator in

writing shall be responsible for certifying the live birth and registering the certificate with the local registrar.

5. Pursuant to California Health and Safety Code sections 102780 and 102955, a funeral director, or if there is no funeral director, the person acting in lieu thereof, shall prepare the death or fetal death certificate and register it with the local registrar.
6. California Health and Safety Code section 102230 designates that the State Registrar “shall arrange and permanently preserve the [vital records] certificates in a systematic manner and shall prepare and maintain comprehensive and continuous indices of all certificates registered. Further, California Health and Safety Code section 102230 designates that the State Registrar, at his or her discretion, may release comprehensive birth and death indices to a government agency. A government agency that obtains indices shall not sell or release the index or a portion of its contents to another person except as necessary for official government business and shall not post the indices or any portion thereof on the Internet.
7. Pursuant to California Health and Safety Code section 102430, subdivision (a), the second section of the certificate of live birth as specified in subdivision (b) of California Health and Safety Code section 102425, the electronic file of birth information collected pursuant to subparagraphs (B) to (I), inclusive, of paragraph (2) of subdivision (a) of California Health and Safety Code section 102426, and the second section of the certificate of fetal death as specified in California Health and Safety Code section 103025, are confidential; however, access to this information is authorized for the following: local registrar’s staff and local health department staff (when approved by the local registrar or local health officer, respectively), the county coroner, and the birth hospital responsible for preparing and submitting a record of the birth or fetal death for purposes of reviewing and correcting birth or fetal death records.
8. Pursuant to California Health and Safety Code section 103526, subdivision (c)(2)(C), authorized copies of birth and death certificates may be obtained by a representative of another governmental agency, as provided by law, who is conducting official business.

Attachment B

Participant Breach and Security Incident Contact Information.

The following Participant contact information must be included in the executed Agreement

Participant Program Manager	Participant Privacy Officer	Participant Chief Information Security Officer (and IT Service Desk)
Margee Neer	Cathy Young	Kathy Peterson
Public Health Nurse	Supervising Staff Services Analyst	Health & Human Services
PO Box 2969	PO Box 2969	PO Box 2969
Mammoth Lakes	Mammoth Lakes	Mammoth Lakes
CA 93546	CA 93546	CA 93546
760/924-1818	760/924-1780	760/924-1763
mneer@mono.ca.gov	cyoung@mono.ca.gov	kpeterson@mono.ca.gov



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Public Works

TIME REQUIRED

SUBJECT Authorization to Close Elderberry Lane

**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 closure of Elderberry Lane from 8:00 am to 8:00 pm on September 18, 2023, for Southern California Edison to execute repairs on overhead power lines, including replacement of 6 poles.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None. Paid for with encroachment permit fee and absorbed into staff's workload.

CONTACT NAME: Kalen Dodd

PHONE/EMAIL: 760 932 5452 / kdodd@mono.ca.gov

SEND COPIES TO:

kdodd@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
8/9/2023 11:31 AM	County Counsel	Yes
8/7/2023 11:03 AM	Finance	Yes

8/10/2023 7:18 AM

County Administrative Office

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: August 15th, 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Kalen Dodd, County Engineer

Re: Resolution authorizing the closure of Elderberry Lane from 8:00 am to 8:00 pm on September 18, 2023, and granting the use of the road to Southern California Edison.

Background:

Southern California Edison (SCE), acting through their contractors, Faith Electric, and The Crane Guys, have applied for an encroachment permit to place a crane on Elderberry Lane (a dead-end road approximately 400 feet in length) which requires the complete closure of the road.

The Elderberry Lane work is part of SCE's ongoing Wildfire Mitigation Project. The purpose of the work is to reduce wildfire risk and reduce the impacts of Public Safety Power Shutoff (PSPS) in the Crowley Lake area.

Discussion:

On Elderberry Lane, six poles and approximately 2500' of covered overhead conductor require replacement. All the work planned is behind homes along the north side of Elderberry Lane.

There are no existing roads to access the poles and environmental constraints do not allow overland travel. These factors prevent the use of bucket and pole setting trucks. The possibility of using helicopters was considered, but it was determined not to be viable because the down wash from the helicopter could damage roofs and surrounding property and residents would need to be evacuated while helicopters were present.

SCE feels that the least disruptive option is to have a one-day outage and use large cranes to replace the poles. On the day of the outage prior to starting work, Faith Electric will contact customers and all affected property owners and give them time to move vehicles outside of the road closure area.

SCE expects that the work will take approximately nine hours. Faith will be able to start their work and finish while the cranes setup and de-mobilize to reduce the work time. SCE will notify all of their customers regarding the outage date and times.

Please contact me at 932-5452 if you have any questions regarding this item.

Respectfully submitted,



R23-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING TEMPORARY CLOSURE OF
ELDERBERRY LANE FOR UTILITY POLE REPLACEMENT**

WHEREAS, Southern California Edison as a part of their Wildfire Mitigation Project has a need to replace certain poles north of homes along Elderberry Lane; and

WHEREAS, the only reasonable method of replacement for these poles is via cranes; and

WHEREAS, safe use of the cranes necessitates closure of Elderberry Lane; and

WHEREAS, section 942.5(c) of the California Streets and Highways Code authorizes the Board of Supervisors to temporarily close County roads during construction;

WHEREAS, section 21101(e) of the California Vehicle Code authorizes the Board of Supervisors to temporarily close County roads for any purpose when the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

1. The entire length of Elderberry Lane may be closed from 8:00am to 8:00pm on September 18th, 2023, and the use thereof granted to Southern California Edison and their contractors; and
2. The Director of Public Works or designee is hereby authorized to issue a standard encroachment permit and to enter into such agreements and make such arrangements as may be necessary to effectuate the purpose of this resolution; and
3. Southern California Edison and their contractors shall notify customers and property owners regarding outages, the closure, and time to move vehicles.
4. In the case of an emergency requiring detour to allow residents to access their properties, or for other reasons, the County Department of Public Works shall have the authority to modify the closures as necessary for the protection of public health and safety.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2023, by the following vote, to wit:

AYES:

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NOES:

ABSENT:

ABSTAIN:

Rhonda Duggan, 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 15, 2023

Departments: Public Works - Solid Waste

TIME REQUIRED

SUBJECT Service Agreement with Eastern
Sierra Propane

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Eastern Sierra Propane pertaining to propane delivery service.

RECOMMENDED ACTION:

Approve and authorize Director of Public Works to sign, contract with Eastern Sierra Propane for propane delivery service on an as needed basis.

FISCAL IMPACT:

Estimated average cost of service is approximately \$50/month.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: 17609325453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> ESP Agreement Staff Report
<input type="checkbox"/> Propane Gas Service Agreement

History

Time	Who	Approval
7/26/2023 10:38 AM	County Counsel	Yes
8/7/2023 10:35 AM	Finance	Yes

8/7/2023 11:18 AM

County Administrative Office

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

Date: August 8, 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Justin Nalder, Solid Waste Superintendent
Subject: Service Agreement with Eastern Sierra Propane

Discussion:

Pumice Valley Landfill and Transfer Station currently operates out of a temporary office structure which requires power from an on-site source. Staff make use of a dual fuel generator to provide power. This means that the generator can operate with either gasoline or propane. As propane tanks are readily available in multiple sizes and regular fill service is easy to obtain, propane has been selected as the preferred fuel type. The existing gate house, at Pumice Valley Landfill, makes use of propane to power a built-in wall heater. The service provider for that propane is Eastern Sierra Propane, based out of Bishop, CA and the agreement is managed by the Transfer Station Operator, D&S Waste Removal. As the site is already receiving propane deliveries by this provider, it seems logical to establish an agreement with the same provider for an additional tank and regular propane delivery service.

Power for the temporary office is necessary to conduct business allowing for use of electronics while maintaining tolerable temperatures in office/break rooms. This will be a new service with this company and it does not have a contract termination date or annual spending limit, which is why Board Approval is needed. Estimated monthly cost for this service is approximately \$50/month. Modifications and/or termination of service are made with a simple phone call to the company.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,

Justin Nalder
Solid Waste Superintendent / Fleet Manager / Environmental Manager



104 Sunland Reservation Rd.
 Bishop, California 93514
 phone: (760) 872-2955
 fax: (760) 872-3411

PROPANE GAS SERVICE AGREEMENT

The undersigned, herein called Customer, requests Eastern Sierra Propane, herein called Company, to install Gas Service for LP-gas at the location indicated below and in consideration thereof, Customer agrees to comply with the terms and conditions printed below.

CUSTOMER - PLEASE COMPLETE THE SECTION BELOW	After Installation, you will receive a copy of this form with Your Information below
Customer's Name (print) <u>Mono County</u>	Value of Equipment Installed by Company _____
Mail Address _____	Tank No. _____
City, State, Zip _____	Capacity _____
Phone# _____	Other Equipment _____
Service Location <u>200 Dross Rd. Lee Vining, CA 93541</u>	Installation fee of _____
_____	Equipment fee of _____
Dated _____	Meter# _____

TERMS AND CONDITIONS GOVERNING LP-GAS SERVICE

COMPANY AGREES:

1. SUPPLY AND MAINTAIN EQUIPMENT. To provide the LP-gas equipment listed above, to install the same in a thorough and workmanlike manner, and to maintain the same in safe working order for the convenience of Customer.

CUSTOMER AGREES:

- USE OF TANK. To assure safety in delivery and servicing, not to allow any other supplier or servicing agent to attempt to supply or service the equipment that the Company provides.
- PAYMENT. To pay equipment fee and LP-gas invoices within ten (10) days of receipt.
- TAXES. To pay all licenses, personal property taxes or any other taxes or assessments that may be levied on any equipment covered by this agreement during the term hereof.
- LOCATION. Not to change the location or manner of installation of the equipment unless Customer has first obtained written consent of the Company.
- ACCESS AND REMOVAL. To provide safe and unobstructed access to tank location. Customer authorizes the agents of the Company to enter Customer's premises at any time and all reasonable times to service equipment, deliver gas and upon termination of this Agreement, to remove said equipment from the premises. Company assumes no responsibility for damage caused by Customer's breach of agreement to provide safe and unobstructed access.

COMPANY AND CUSTOMER MUTUALLY AGREE:

- SUBSTITUTION OF TANK. If during any one twelve (12) month period the Customer's requirements for LP-gas shall be less than two (2) times the capacity of the supplied tank, Company shall have, by giving seven (7) days' written notice, the option to substitute a lesser size storage tank.
- DURATION OF AGREEMENT. This Agreement shall commence on the date written above and continue in effect until (a) cancelled by either party giving thirty (30) days' written notice from one to the other or (b) cancelled by Company upon Customer's non payment of LP-gas bill, or to protect itself against abuse, harassment, theft, fire or potential liability upon seven (7) days' written notice to Customer.
- INSTALLATION CHARGE NON-REFUNDABLE. That the installation charge is non-refundable.
- CHARGES. Charges for equipment fee and LP-gas are subject to change by the Company, without notice, from time to time during the term of this Agreement.
- EXCUSABLE FAILURE TO PERFORM. Any failure of performance hereunder on the part of the Company shall be excused without liability when said failure results from accidents, weather conditions, acts of God, fire, floods, labor disturbances, breakdown or other failure of equipment, failure of supplies of LP-gas, or any other causes beyond the reasonable control of Company.
- TITLE. That title to the equipment covered by this Agreement shall remain in Company, that title to LP-gas delivered by Company into the supplied tank shall remain in Company until LP-gas invoice thereof be paid in full.
- CUSTOMER ASSUMES RISK. That Customer assumes any and all risks in connection with the use of all equipment and will hold Company harmless for any damages or injury directly or indirectly, on such use. Customer shall be responsible for equipment loss or damage from fire, theft, natural disasters or other causes.
- AGREEMENT NOT ASSIGNABLE. This Agreement shall not be assignable by Customer without prior written consent of Company. This Agreement shall not be transferred by operation of law or otherwise without the written consent of Company.
- ATTORNEY'S FEES. In the event of legal proceedings involving this Agreement, the prevailing party shall be paid reasonable attorney's fees by the other party.

EASTERN SIERRA PROPANE

Customer _____

By _____

Customer _____

White - Company Copy
 Pink - Customer Copy



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Finance

TIME REQUIRED

SUBJECT Sale of Tax-Defaulted Property

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Request for Approval to Sell Tax-Defaulted Property Subject to the Power of Sale.

RECOMMENDED ACTION:

Approve Request and Resolution to Sell Tax-Defaulted Property Subject to the Power of Sale.

FISCAL IMPACT:

Total of all minimum bids is \$80,664. Minimum bids include known costs. There could potentially be additional costs not included in the minimum bid, which are unknown at this time.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@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"/> Exhibit A: Intent to Sell / Property List

History

Time	Who	Approval
8/4/2023 1:58 PM	County Counsel	Yes
8/7/2023 10:41 AM	Finance	Yes

8/7/2023 11:17 AM

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 15, 2023
To: Honorable Board of Supervisors
From: Janet Dutcher, Gerald Frank
Subject: Sale of Tax-Defaulted Property

Actions Requested:

Approve Resolution for the sale of tax-defaulted property subject to the power to sell.

Discussion:

The Revenue and Taxation Code requires approval from the Board of Supervisors before the Tax Collector may conduct a sale of tax defaulted property. The attached request includes a list of property subject to sale and the minimum bid required.

Fiscal Impact:

Total of all minimum bids is \$ 80,664.00.

Minimum bids include known costs. There could potentially be additional costs not included in the minimum bid, which are unknown at this time.



R23-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING THE SALE OF TAX-DEFAULTED PROPERTY
SUBJECT TO THE POWER OF SALE**

WHEREAS, the Mono County Treasurer-Tax Collector has notified the Board of Supervisors, pursuant to Revenue and Taxation Code section 3698, of the intention to sell certain tax-defaulted property under Chapter 7 of Part 6 of Division 1 of the Revenue and Taxation Code, including a description of the property to be sold and the minimum price at which it is proposed to sell the property; and

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

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

SECTION ONE: That approval is hereby granted, and the Treasurer-Tax Collector is hereby authorized, to sell the property described in the notice attached hereto as Exhibit "A" at the minimum price set forth in said notice. Further, the Mono County Board of Supervisors authorizes, in the event any parcel does not sell, the Treasurer- Tax Collector to re-offer that parcel at a reduced minimum price, as authorized by Revenue and Taxation Code 3698.5(c).

SECTION TWO: Any parcel(s) remaining unsold thereafter may be re-offered at a new sale within 90 days of the original sale date, pursuant to Revenue and Taxation Code section 3692(e), with the option to offer the remaining parcels at a reduced minimum price, pursuant to Revenue and Taxation Code 3698.5(c).

PASSED, APPROVED and ADOPTED this ____ day of _____, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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ABSTAIN:

Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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*

Exhibit "A"

NOTICE TO BOARD OF SUPERVISORS OF THE INTENTION TO SELL TAX-DEFAULTED PROPERTY

TO: MONO COUNTY BOARD OF SUPERVISORS
FROM: JANET DUTCHER, FINANCE DIRECTOR, TREASURER TAX-COLLECTOR
DATE: AUGUST 15, 2023
RE: NOTICE OF INTENTION TO SELL TAX-DEFAULTED PROPERTY

IN ACCORDANCE WITH REVENUE AND TAXATION CODE SECTION 3698, THE BOARD OF SUPERVISORS IS HEREBY NOTIFIED OF MY INTENTION TO SELL AT PUBLIC AUCTION VIA INTERNET THE TAX-DEFAULTED PROPERTY DESCRIBED ON THE ATTACHED SCHEDULE (INCORPORATED HEREIN BY THIS REFERENCE), UNDER CHAPTER 7 OF PART 6 OF DIVISION 1 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

2023 Tax Sale List

No.	Asmt No.	Default Num	Default Date	AssesseeName	Description	Minimum Bid
1	002-370-001-000	DEF170000018	6/30/2017	WILLIAM L. PIERCE	All that certain piece or parcel of land situate, lying and being in a portion of the Northeast quarter of the Northwest quarter of Section 29, Township 8 North, Range 23 East, M. D. B. M., in Antelope Valley, Mono County, California, described as follows: Beginning at a point at the Northwest corner of a parcel of land described in Deed to Eugene D. Vaughan, et ux, recorded January 6, 1956 in Book 34 Page 417 Official Records, on the fence line and Southerly line of the Highway (U.S. 395) 80 feet wide, as described in Deed to State of California, recorded in Book 6 Page 475 Official Records, said point being described as bearing South 66° 27' 40" West, a distance of 889.80 feet from the quarter corner common to Sections 20 and 29, Township 8 North, Range 23 East, thence South 65° 03' East, along the fence line and Southerly line of the Highway, a distance of 104.40 feet to a point at the Northeasterly corner of the parcel described in Deed recorded in Book 34 Page 417 Official Records; and the True Point of Beginning of the parcel herein described; thence South 24°30' West, a distance of 417.40 feet, more or less, to the Southeasterly corner of the parcel of land deeded to Eugene D. Vaughan, et ux, recorded January 6, 1956 in Book 34 Page 417 Official Records; thence North 65°30' West, a distance of 104.40 feet, more or less, to a point at the Southwesterly corner of the said parcel described in deed recorded in Book 34 Page 417 Official Records; thence South 23° 27' West, 284.06 feet to the Northerly line of Mule Deer Road; and the Southwest corner of the parcel herein described; thence South 62° 35' East, 307.88 feet to the Southwest corner of the parcel described in deed to Eugene H. Black, et ux, in Deed recorded July 20, 1901, in Book 51 Page 366, Official Records; thence North 23° 27' East, 722.74 feet to the Northwest corner of the parcel described in Deed to Eugene H. Black, et ux, recorded in Book 51 Page 366, Official Records; thence North 66° 35' West, 202.89 feet to the True Point of Beginning.	\$ 9,400.00
2	010-383-002-000	DEF160000033	06/30/2016	BARBARA JEAN PRITCHETT	LOT 10, BLOCK L OF THE SOUTH PORTION OF TWIN LAKES SUBDIVISION, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 47 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	\$ 1,990.00
3	010-383-003-000	DEF160000034	06/30/2016	BARBARA JEAN PRITCHETT	LOT 11, BLOCK L OF THE SOUTH PORTION OF TWIN LAKES SUBDIVISION, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 47 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	\$ 1,990.00
4	016-207-005-000	DEF180000034	06/30/2018	WANAMAKER TRUST 10/02/2008 & WANAMAKER WILLIAM L.	THAT REAL PROPERTY IN THE COUNTY OF MONO, STATE OF CALIFORNIA KNOWN AS LOT 3 OF BLOCK 4 OF TRACT 2 (SILVER LAKE PINES TRACT #2) AS RECORDED WITH THE MONO COUNTY RECORDER, APN 16-207-05.	\$ 2,775.00
5	026-040-010-000	DEF180000056	06/30/2018	BRIDGEMAN TRAVIS E & SVETICH RICHARD J. JR	a. That certain piece or parcel of unimproved real property commonly known as 583 White Mountain Road, Mono County, California being ten (10) acres, more or less, and particularly described as follows: That portion of the southeast quarter of Section 1, Township 4 South, Range 32 East, M.D.B.&M., according to the official plat thereof in the County of Mono, State of California, described as follows: Beginning at a point in the east line of Government Lot 2 of the southwest quarter of Section 6, Township 4 South, Range 33 East, according to the official plat thereof, also shown on Record of Survey No. 37-50 per map recorded in Record of Survey Map Book 3 at Page 2 on file in the office of the County Recorder of said County, distant S 00 14' 06" E 580.72 feet from the northeast corner of said Government Lot 2, thence S 89 49' 17" W 2,021.12 feet, hereinafter referred to as Course 1, to the True Point of Beginning, thence S 00 10' 43" E 381.05 feet, thence S 89 49' 17" W 1,117.17 feet to a point on the easterly right-of-way line of U.S. Highway 6, 100.00 feet wide, as granted to the State of California by Margaret Pillsbury Dawson and Recorded March 2, 1978, in Volume 238, Page 151 of Official Records of said Mono County, thence along said easterly right-of-way line N 07 56' 44" W 384.58 feet to the intersection with the westerly prolongation of said Course 1, thence N 89 49' 17" E 1,169.14 feet to the True Point of Beginning.	\$ 10,244.00
6	026-293-015-000	DEF180000058	06/30/2018	SHILLING-HILL DERIK	A parcel of real property commonly known as 15 White Mountain Drive, Bishop, California, identified by Mono County Assessor's Parcel No. 26-293-15 and more particularly described as: Lot 15 in Block 1 in the Wolbach Subdivision in the County of Mono, State of California, as per map filed December 16, 1964 in Book 4, Pages 41 and 41A of Maps, in the Office of the County Recorder of said County.	\$ 7,050.00
7	031-170-059-000	DEF160000080	06/30/2016	RONALD MATOBA AND CARRIE MATOBA	Lot 128, MAMMOTH SLOPES #4, in the Town of Mammoth Lakes, County of Mono, State of California, as per map recorded in Book 5, pages 111 thru 111D inclusive of Maps, in the Office of the County Recorder of said County. Commonly known as: 590 Lakeview Boulevard, Mammoth Lakes, CA 95346.	\$ 25,650.00
8	033-250-002-000	DEF170000124	06/30/2017	GAIL E. WALKER	PARCEL 1: LOT 2 OF TYROLEAN VILLAGE TRACT NO. 3, IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE 50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. PARCEL 2: AN UNDIVIDED 1/14TH INTEREST IN LOT 15 OF TYROLEAN VILLAGE TRACT NO. 3, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. PARCEL 3: NON-EXCLUSIVE RIGHT TO USE OF DRIVEWAYS, WALKS, PARKING AREAS, AND INCIDENTALS THERETO, AS SET FORTH ON THE PLOT PLAN ATTACHED TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RECORDED IN BOOK 84, PAGE 179, OFFICIAL RECORDS OF MONO COUNTY, CALIFORNIA.	\$ 21,565.00



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Bridgeport Post Office Letter to
Representative Kiley

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Bridgeport resident Janelle Mills to Representative Kevin Kiley regarding the storm damage and current state of the Bridgeport Post Office.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter</p>

History

Time	Who	Approval
8/8/2023 10:33 AM	County Counsel	Yes
8/7/2023 10:57 AM	Finance	Yes
8/8/2023 10:34 AM	County Administrative Office	Yes

JANELLE MILLS
BOX 246
BRIDGEPORT, CA 93517
jimjanmills@yahoo.com

July 29, 2023

CONSUMER ADVOCATE; US POSTAL SERVICE
475 L'ENFANT PLAZA SW ROOM 4131
WASHINGTON, DC 20260-5601

REPRESENTATIVE KEVIN KILEY
6538 LONETREE BOULEVARD
ROCKLIN, CA 95765

Dear Sir:

I sent an email to you, Mr. Kiley, which your office responded to letting me know that your office would contact the appropriate agency. I have also filed a complaint with OSHA. Now that office is moving things along in concerns to the two employee's health and safety.

Bridgeport, California is a small but important town in the County of Mono. Bridgeport is the County Seat for Mono County, rich in history and beauty.

This past winter was devastating. The Eastern Sierra mountains were hit with storm after storm, leaving the little town of Bridgeport with overwhelming destruction. In February of 2023, the temperatures dropped well below zero which resulted in frozen, broken pipes under the local post office. We suffered from major avalanches which closed Highway 395 for over a month resulting in many people stranded and without power and many other issues.

There are two men employed by the US Postal Service in Bridgeport. They have been working under the most brutal of conditions for the last five months, now going on for six months. While Bridgeport was being hit with snowstorm after snowstorm and the temperatures hit 20 below zero, these two men worked outside of the post office building as it had to be completely gutted due to mold and other structural damage.

A cluster of box units were set up in the parking lot along with a couple of unvented shipping containers which are used to sort mail. A van was set up and power was restored to it so business could be conducted.

These two men worked through the snow and freezing temperatures only to now be working in the heat! The sorting container's temperature is running at 110 degrees! OSHA stepped up and is trying to remedy the health and safety issues: no running water, no restrooms, the extreme heat in the containers. These issues are to be dealt with by this Monday, July 31, 2023.

I am writing to you with the hope that your offices will be able to make a difference! All the complaints and suggestions have so far fallen on deaf ears, and nothing is being done to make the existing gutted building a working post office again!

Winter is fast approaching and many in this community are concerned about the lack of activity in the post office! It has been rumored that this post office might even close, and the community will have to travel to Lee Vining to get their mail.

Lee Vining happens to be 25 miles South of Bridgeport. To get to Lee Vining one would travel over Conway Summit. Conway Summit is an 8,143 feet mountain pass. Every winter Highway 395 closes due to a regular snowstorm. Should the Eastern Sierra's suffer through another heavy winter like the last, once again we will be without postal service.

Unfortunately, the temporary set up is not secure by any means, so wouldn't it be in the best interest of the United States Postal Service to remedy the situation as soon as possible? How much longer can we expect the two postal employees to stick around and work under the current conditions?

I look forward to hearing from you soon with some sort of resolution to these issues. I sincerely hope that my concerns will not be pushed aside as so many people believe will happen. I truly believe that people can make a difference, they just need to have a voice and be heard.

Respectfully,

Janelle Mills

Cc:

Mono County Board of Supervisors
William Campbell, Postmaster



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT KORE Mining - Exploratory Drilling

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Sierra Club regarding KORE Mining to start exploratory drilling in the Long Valley region of Mono County.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter</p>

History

Time	Who	Approval
8/8/2023 10:31 AM	County Counsel	Yes
8/9/2023 10:16 AM	Finance	Yes
8/10/2023 7:20 AM	County Administrative Office	Yes

Danielle Espinosa

From: Lynda Salcido
Sent: Monday, August 7, 2023 11:59 AM
To: Danielle Espinosa
Subject: Fwd: KORE Mining's July 23 Press Release

Lynda Salcido, Supervisor
Mono County Board of Supervisors
lsalcido@mono.ca.gov
760-221-4325

Begin forwarded message:

From: Lynn Boulton <chairrolg@gmail.com>
Subject: KORE Mining's July 23 Press Release
Date: August 6, 2023 at 9:08:36 AM PDT
To: Bob Gardner <bgardner@mono.ca.gov>, Rhonda Duggan <rduggan@mono.ca.gov>, Jennifer Kreitz <jkreitz@mono.ca.gov>, John Peters <jpeters@mono.ca.gov>, Lynda Salcido <lsalcido@mono.ca.gov>, John Wentworth <jwentworth@townofmammothlakes.ca.gov>
Cc: Wendy Sugimura <wsugimura@mono.ca.gov>, Stacy Corless <stacykcorless@gmail.com>

Some people who received this message don't often get email from chairrolg@gmail.com. [Learn why this is important](#)

[EXTERNAL EMAIL]

Dear Mono County Supervisors and Mayor Wentworth,

It looks like KORE Mining will be coming soon to do exploratory drilling. This press release talks about the exploration project and then highlights the potential for a shallow open-pit gold mine. [KORE Mining | Kore Mining Announces 2023 Exploration Plan at the Long Valley Gold-Silver Project](#). Prior to this press release the potential for a mine was tucked out of sight in their Technical Report (PEA NI 43-101) which has a map of a possible mine and its footprint. A mine would destroy the whole area that you see if you stand at the Hot Creek Fly Fishing Resort (at the end of the pavement on Hot Creek Hatchery Rd. and look north across Hot Creek. The mine site would extend all the way to Antelope Springs Rd.



KORE Mining can legally start drilling any time after August. The hearing for the appeal is August 25. However, the court won't be making a decision on the spot. The question is will KORE Mining wait for the court's decision or start without it. This press release came out long after the court date was set so it seems they aren't going to wait. Bi-state sage grouse have been nesting in the area this year and past years. However, this year's juveniles can fly now so the sage grouse will move out of the area when the drilling starts. The mule deer will too.

If you want to know more about this project or would like a tour of the drilling sites, I am happy to talk to you about it.

Respectfully,
Lynn Boulton
Chair Range of Light Group
Sierra Club



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Board of Supervisors

TIME REQUIRED	30 minutes (15- minute presentation; 15- minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Rachel Collins, National Park Service Team Leader
SUBJECT	National Park Service Presentation		

AGENDA DESCRIPTION:

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

Presentation by Rachel Collins from National Park Service regarding visitor access management plan for Yosemite.

RECOMMENDED ACTION:

None, informational only. Provide direction to staff, as desired.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Presentation</p>

History

Time	Who	Approval
8/4/2023 2:00 PM	County Counsel	Yes
7/31/2023 4:11 PM	Finance	Yes
8/4/2023 2:34 PM	County Administrative Office	Yes

Yosemite National Park

Visitor Access Management Plan

Board of Supervisors Meeting

A wide-angle photograph of a Yosemite National Park landscape. In the center, a large waterfall cascades down a massive, grey granite cliff face. The foreground is filled with a dense forest of trees, many of which have turned yellow and orange, indicating autumn. The sky is overcast with grey clouds.

Welcome





Overview of Presentation

1 | Planning Framework

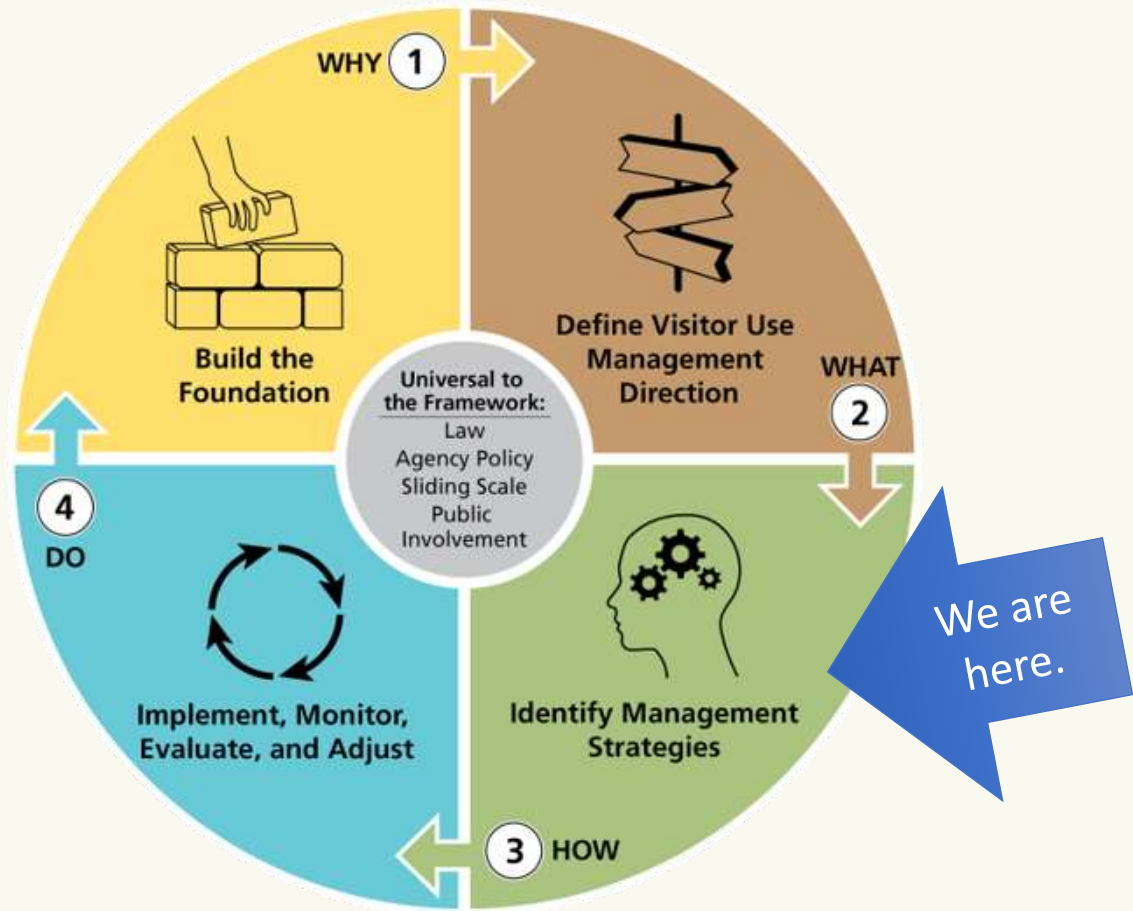
2 | Project Context and Goals

3 | Planning Process

4 | Potential Strategies

5 | YOUR Critical Role

Visitor Use Management Framework Elements



National Park Service VUM Objectives:

- Enhance opportunities to connect visitors to the park's fundamental resources and values
- Implement effective visitor use management to improve experiences and protect resources
- Connect the evaluation of issues, opportunities, and implementation strategies

Project Goals



1. Understand current visitor use patterns and develop long-term strategies to manage use and better connect visitors to the park experience



2. Incorporate best practices for managing visitor use to protect resources and promote high-quality visitor experiences, while meeting legal requirements



3. Continue to protect the unique resources in Yosemite National Park

Key Issues This Plan Will Address

- Road and parking congestion that delays emergency response and causes unsafe conditions for visitors and staff
- Long waits at entrances that detract from positive visitor experiences
- Insufficient numbers of staff responding to intense use and maintenance of facilities
- Vegetation impacts from non-designated parking
- Human waste along roads and turnouts and in parking lots



Civic Engagement Goals



Provide background on the project's purpose, need, and goals.

Inform the public on the planning process and next steps.

Understand the public perception of issues and opportunities that exist which would inform this planning process.

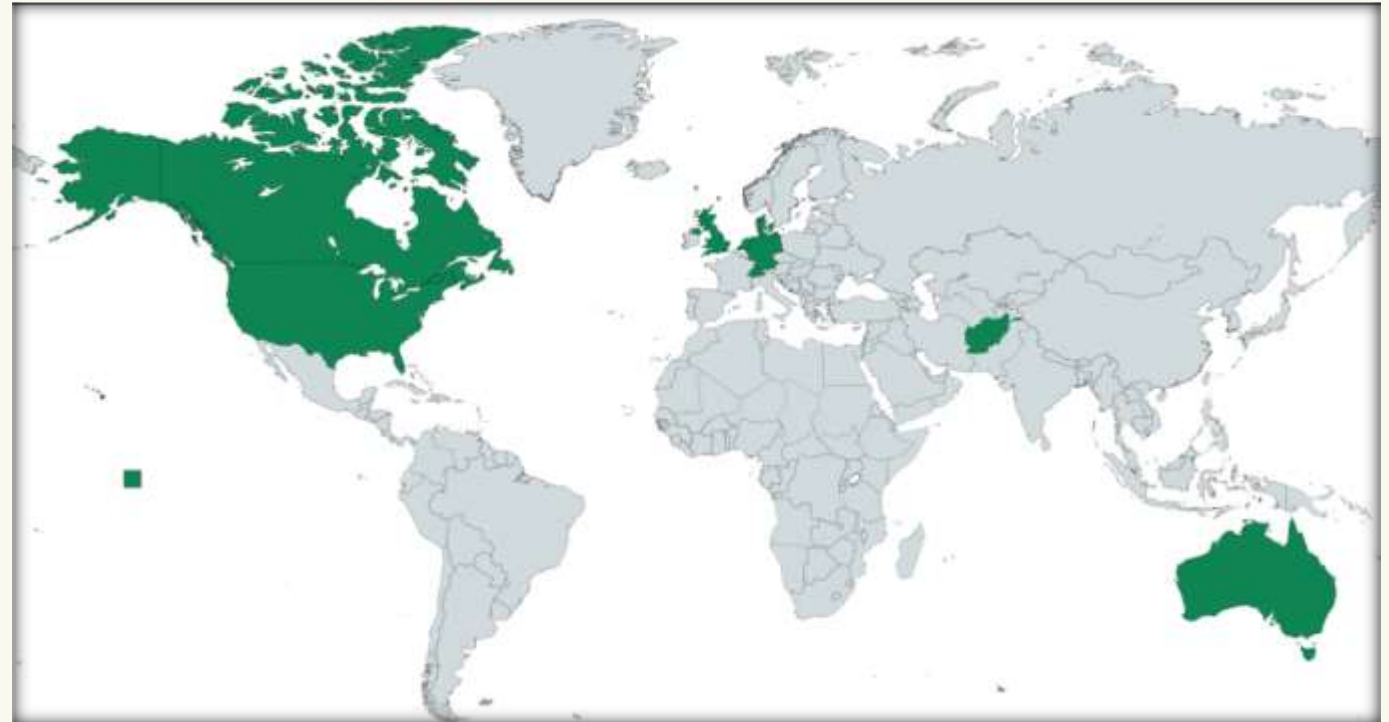
- Comment period – December 9th to February 3rd
- Emails, newsletters, flyers, and postcard distributed
- Civic engagement through public comments
- Park met with the public virtually
- Co-stewardship meetings with Tribes
- Met with interested parties and stakeholders

Winter Civic Engagement Overview

YOSE received 6,993 unique comments from a total of 4,232 correspondences

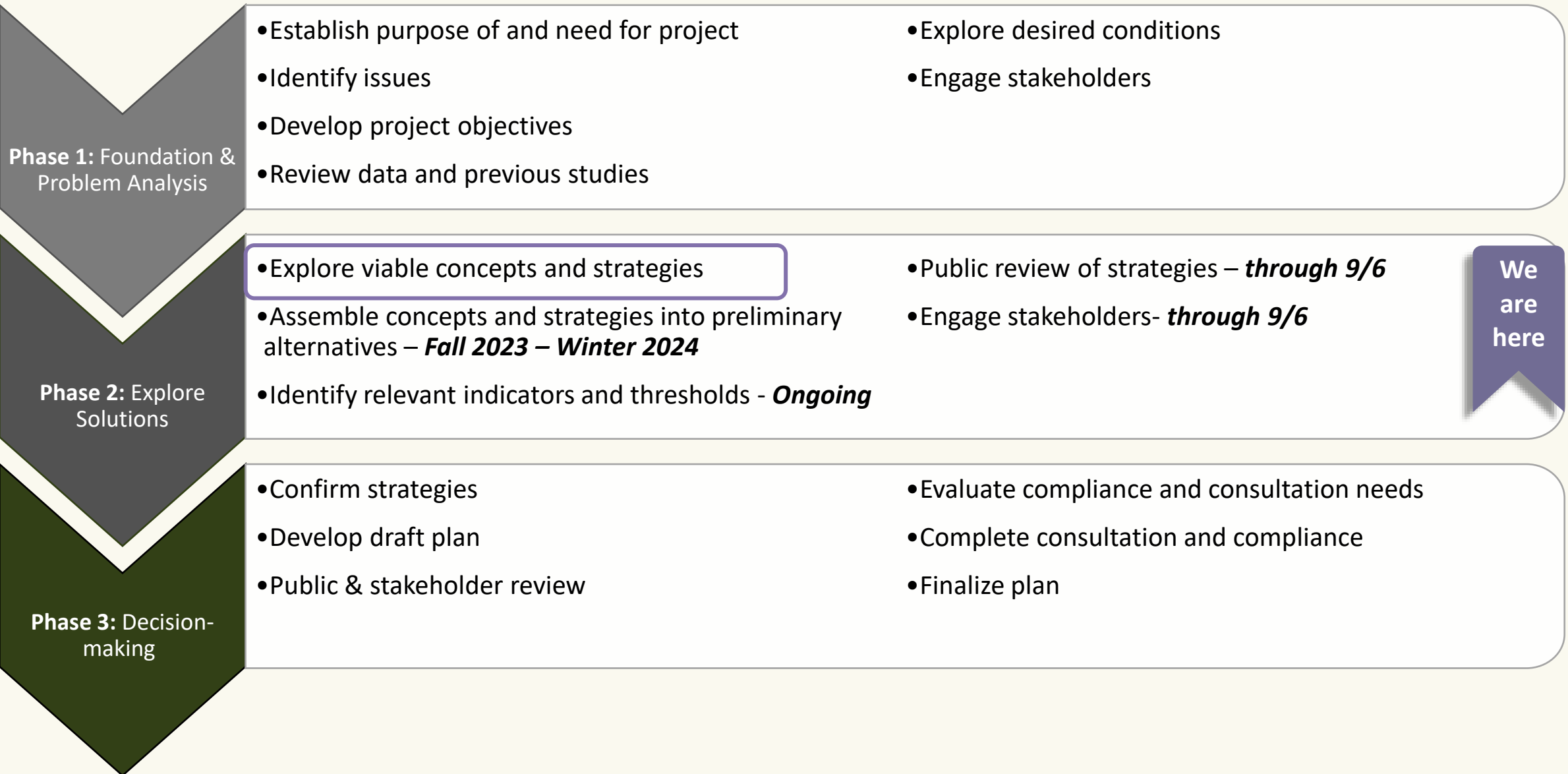
State	Correspondences
California	1,345
New York	231
Florida	198
Texas	167
Washington	164
Illinois	144
Pennsylvania	140
New Jersey	117
Colorado	112

10 U.S. States with most correspondence, comments were received from all 50 states

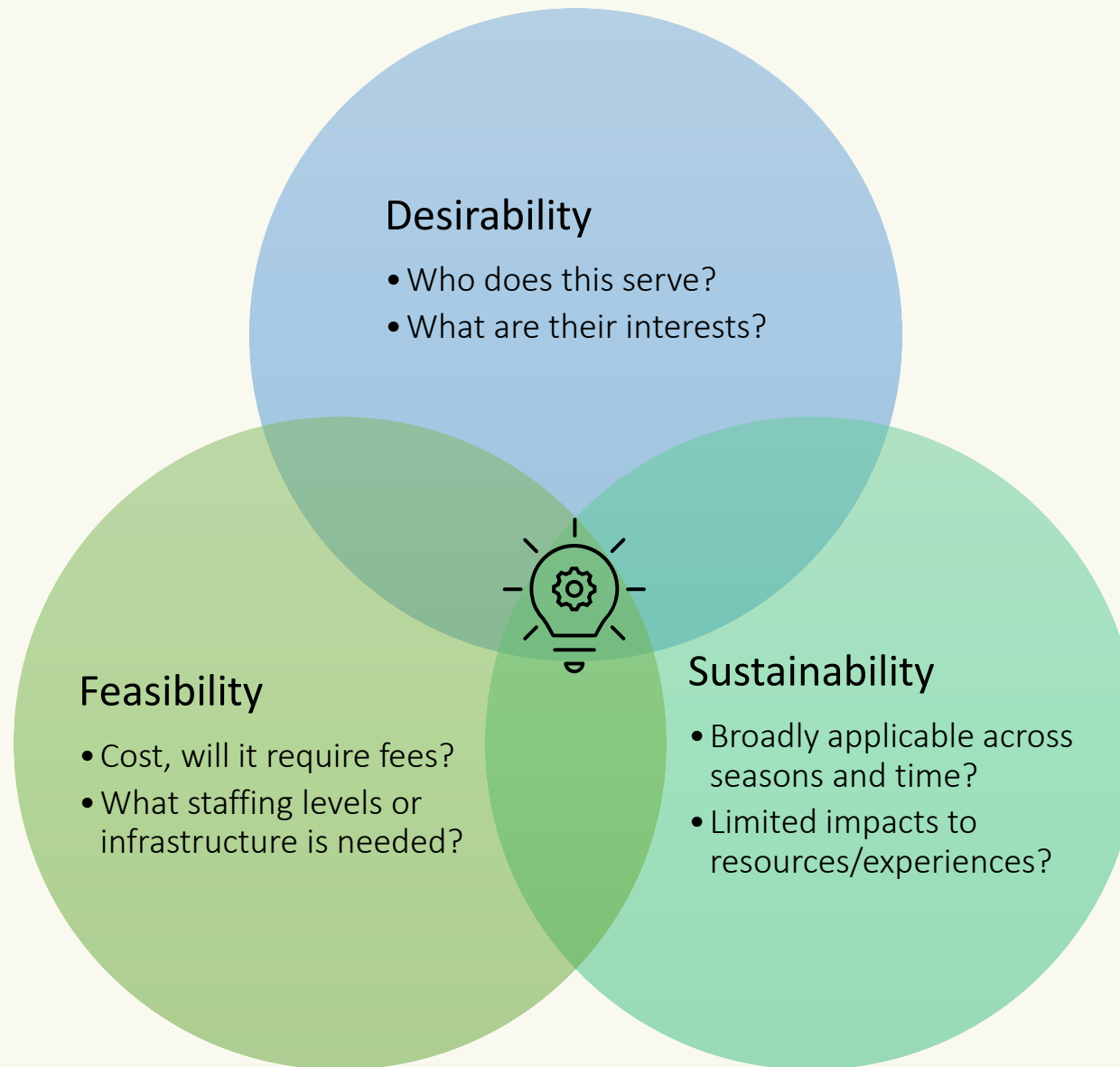


- USA (4,209)
- Germany (8)
- Australia (5)
- United Kingdom (3)
- Denmark (3)
- Afghanistan (1)
- Canada (1)
- Netherlands (1)
- Switzerland (1)

Project Phases



Management strategies should consider:

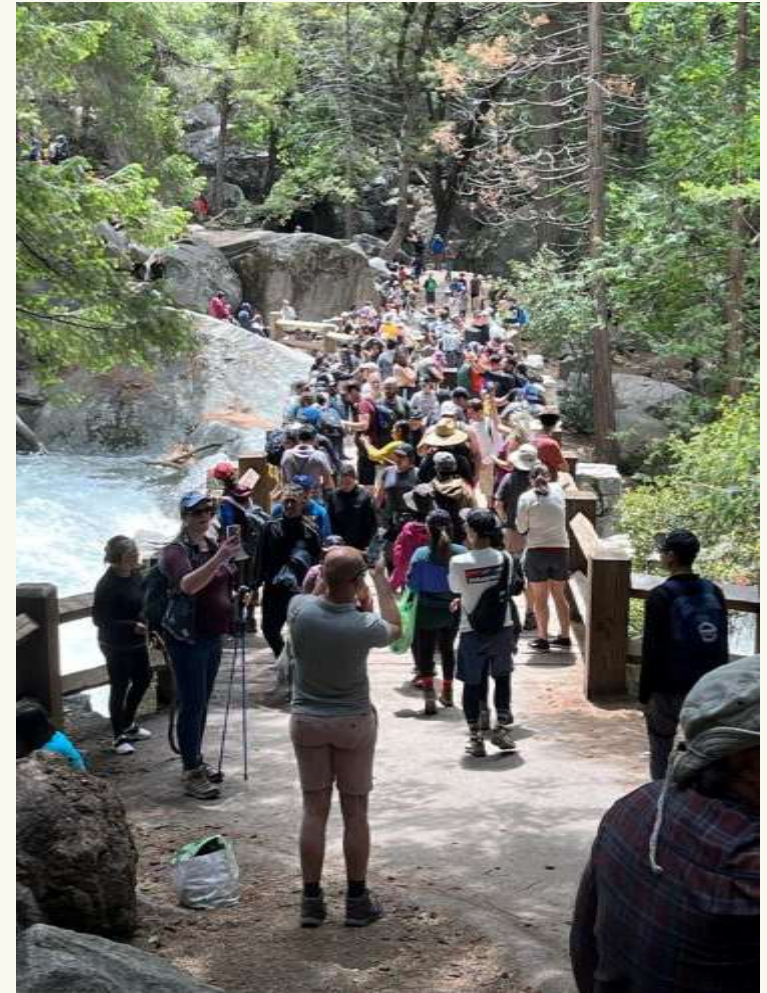


Strategies Topics

As a part of this process, the National Park Service will be evaluating the following strategies:

- implement vehicle reservations for park entry
- improve wayfinding and orientation
- upgrade and modernize entrance stations
- expand bicycle and pedestrian opportunities
- improve transit and shuttle opportunities
- update and modernize infrastructure

These strategies will help the park manage visitation to meet long-term resource protection and visitor experience goals and protect the park into the future



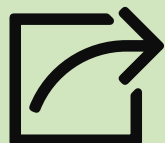
Comments open through Sept 6

1

At Yosemite National Park, which of the strategies (or combination of strategies) do you think best achieve the purpose of the plan?

2

Are there other strategies or changes to listed strategies that should be considered and analyzed that are not already presented?



Provide your thoughts

at: <https://parkplanning.nps.gov/YosemiteVisitorAccess>

Questions?



NPS Photo/Ann Schonlau





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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Board of Supervisors

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Scott Armstrong, Regional Broadband
Coordinator

SUBJECT Updates Regarding the Inyo-Mono
Broadband Consortium Work

AGENDA DESCRIPTION:

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

Presentation by Scott Armstrong regarding updates on the Inyo-Mono Broadband Consortium (IMBC) work and California Broadband Cooperative (CBC) digital.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Presentation</p>

History

Time	Who	Approval
8/9/2023 5:19 PM	County Counsel	Yes
8/7/2023 10:59 AM	Finance	Yes
8/10/2023 7:20 AM	County Administrative Office	Yes



Broadband Update Mono County

August 15, 2023

<https://ConnectedEasternSierra.net/>



Overview

- Grants Update
- Middle-Mile Broadband Initiative
- IMBC Work Plan Updates
- Acronyms for Reference



Grant Updates

- CASF Consortia Grant
- CPUC FFA Grant
- CPUC LATA Grant
- BEAD
- CASF Infrastructure Account
- Other



Grants: Consortia Grant

- 6-Month Report Preparation
- Budget Modification Request on August 17
- Grant Year 1: February 1, 2023 – January 31, 2024



Grants: FFA

- CPUC Last-Mile [Federal Funding Account](#) (FFA) Grant
- Mapping Tool: <https://fibermap.vetro.io/>
- Application Portal: <https://broadbandportal.cpuc.ca.gov/s/>
- Allocations: \$10,600,000 for Mono, \$13,220,000 for Inyo
- Grants Due September 29, 4:00 p.m.
- Providers and Local Agencies can Apply
- Second Application Window Q1 2024



Grants: LATA

- High-Level Design Review to be Scheduled Soon
 - Finalize the Design Project Areas
- Will Coordinate Design Work with FFA Timeline
- Expectation is that Utopia/Tilson via RCRC will apply for FFA



Grants: BEAD

- NTIA BEAD Allocation for California: \$1.86M
- August 27, 2023 - CA 5-Year Action Plan Due
- (Summer) 2024 - NTIA Initial Approval, Challenges, etc.
- One Year Later (2025) – CA Final Proposal Due



Grants: CASF Infrastructure

- [CASF Infrastructure Account](#) – Next window closes April 1, 2024
- Providers and Local Governments can Apply
- Allows Fixed Wireless for Last Mile



Grants: Other

- USDA RD Broadband Technical Assistance:
 - *Hammil & Furnace Creek applications submitted June 20*
- FCC Affordable Connectivity Program Outreach:
 - *CA not eligible*



Middle-Mile Broadband Initiative

- MMBI – CBC Asset Purchase
 - Asset Purchase Agreement is in Development
 - CBC Board, CDT, Golden State Net (CENIC) and Legal Counsels
 - “Business as Usual”
 - Very Collaborative
- MMBI [Advisory Committee](#) Meeting (July 21)
 - Phased Approach
 - Working on Purchases, Leases and Joint Builds
 - Very thorough Broadband Overview
 - Current [MMBI Network Map](#)



Work Plan Updates

- IMBC [Website](#) Updates
- Comprehensive List of Potential Project Locations
- Provider Coordination (FFA Meetings & Info)
- Speed Test Links and Info
- Maps Page with GIS Broadband-Related Assets
- Regular Meetings with Agencies and Providers
- Acronyms and Terms



Other Activities

- Regional concerns with 911 phone traffic redundancy
- Broadband Service Escalation Options & Tracking
- Seeking Clarification on MMBI Phase 1 Construction
- Requested Permission to Share High-Cost Investment Info



Acronyms

- ACP – Affordable Connectivity Program
- BEAD – Broadband Equity, Access, and Deployment (NTIA grant program)
- CASF – California Advance Services Fund (within the CPUC)
- CBC – California Broadband Cooperative (Digital 395 network)
- CDT – California Department of Technology
- CPUC – California Public Utilities Commissions
- FCC – Federal Communications Commission
- IMBC – Inyo-Mono Broadband Consortium (ESCOG, CASF Consortia Grant)
- MMBI – Middle-Mile Broadband Initiative (State of California)
- NTIA – National Telecommunications & Information Administration
- RCRC – Rural County Representatives of California
- USDA RD – US Department of Agriculture Rural Development



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: County Administrative Office

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer

SUBJECT Authorization to Participate in
California Public Utilities Commission
(CPUC) Proceedings re Broadband
Service

AGENDA DESCRIPTION:

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

Board authorization for County participation in California Public Utilities Commission (CPUC) proceedings related to Broadband service quality and/or customer service in the region, including, but not limited to, current Rulemaking R23-04-006.

RECOMMENDED ACTION:

Authorize the County Administrative Officer, or designee, to participate in quasi-legislative proceedings before the California Public Utilities Commission on behalf of the County including filing for party status and submitting comments related to broadband internet access, funding, service standards, and customer service standards consistent with Board policy and subject to County Counsel concurrence.

FISCAL IMPACT:

No additional cost. The County currently shares the costs with the counties of Placer, Nevada and Inyo and the Towns of Mammoth Lakes and Truckee to utilize the services of a telecommunications law expert in the event special expertise is required in these proceedings.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff report](#)

[R23-04-006 Fact Sheet](#)

History

Time	Who	Approval
8/8/2023 5:28 PM	County Counsel	Yes
8/9/2023 10:16 AM	Finance	Yes
8/10/2023 7:19 AM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck

Deputy County Counsel
Emily R. Fox
Jeffrey T. Hughes

**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

Date: August 15, 2023

Re: Participation in California Public Utilities Commission proceedings related to broadband internet

Strategic Plan Focus Area(s) Met

A Thriving Economy Safe and Healthy Communities Mandated Function
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

Expanding and improving access to broadband internet is a County priority. The County's 2021 Legislative Platform identifies the following Board priorities and guidance related to broadband:

d) Support broadband deployment and communications systems improvements

Leverage existing work efforts focused on broadband infrastructure investments and deployment projects to further increase access to Gigabit broadband throughout the County. Advocate and work to improve communication systems including:

- i) Implementation of the California Broadband Council's "Broadband for All Action Plan," including, but not limited to, support for enactment of SB4 and AB14;
- ii) Plain Old Telephone Systems (POTS) system reliability;
- iii) Reliable 911 service, the NextGen 911 transformation (including the leveraging of broadband for improving 911), 211 service, and public notification and warning services;
- iv) Cellular-based communication systems and networks including those designed for commercial and public safety use (such as FirstNet);
- v) Policies, programs, and funding opportunities for other public safety communication platforms, including but not limited to Land Mobile Radio;

- vi) Appropriate and effective definitions of ‘broadband’ which recognize the importance of technology and dependence on the internet for public safety and economic development;
- vii) Legislation and associated programs that provide funding for broadband infrastructure projects and adoption/education efforts.

The California Public Utilities Commission (CPUC) regulates utilities in California, including telecommunications and broadband. The CPUC is also responsible for tracking broadband access data and allocating state and federal broadband funding.

Since 2020, the County has advocated to the CPUC for improved broadband access and customer service standards in Mono County communities. Some of that advocacy has been by the County as a party and some has been as part of the “Rural Communities Coalition”, which includes Mono, Inyo, Placer and Nevada Counties and the towns of Mammoth Lakes and Truckee. The action requested today would allow the County Administrative Officer, or her designee, to participate in CPUC proceedings more effectively and to continue advocating for the County’s broadband priorities. Any positions taken by the County Administrative Officer would be pursuant to Board direction today and would be done in coordination with County Counsel.

At present, the Board has directed County involvement, either individually or as a member of the Rural Communities Coalition, in two CPUC rulemakings (abbreviated as “R”) related to broadband. These are:

1. R20-09-001, which was initiated by the CPUC to gather input into the establishment of a statewide open-access middle mile network and expenditure of funds within the Federal Funding Account pursuant to SB 156; and
2. R22-03-016, through which the CPUC’s Public Advocate’s Office requests that the CPUC update existing rules related to customer service standards for all essential communications services, including broadband and telephone, based on customer needs and input.

Recently, the CPUC instituted a new proceeding (R23-04-006) focused on broadband customer service standards under the Digital Infrastructure and Video Competition Act (DIVCA) of 2006, and has requested participation by local governments, including Mono County. This new rulemaking involves the creation of enhanced customer service standards, including responses to complaints regarding video and broadband services. Additional information regarding R23-04-006 is attached.

Participation in CPUC proceedings requires filing motions and comments, often on short deadlines that make Board approval of actions and comments in advance of the proceedings challenging. While today’s request is for authority for staff to participate on the County’s behalf in any future CPUC proceeding to advocate for broadband service quality, the first such exercise of that requested authority would be participation in R23-04-006.

If you have any questions regarding this item prior to your Board meeting, please call or email me directly.



California Public Utilities Commission

Creating Customer Service Standards in State Franchising



Make an Impact!

Recent legislation has authorized the California Public Utilities Commission (CPUC) to create new customer service standards for franchise holders and adjudicate complaints regarding their video and broadband services. Help us create these new regulations by doing any of the following:

1. [Become a party](#) to the proceeding ([Rulemaking 23-04-006](#)).
2. If you do not wish to become a party, you can still submit your comments and read the comments of others on the online CPUC Docket Card [comment section](#). This ensures that your comments will appear on the formal record of the proceeding and can even be used by the assigned judge to inform their decisions.
3. Separately from the proceeding, the CPUC regularly logs complaints across all CPUC-jurisdictional areas on the [online complaint portal](#). You can submit a [complaint](#) about your utility service in this portal to get assistance in resolving customer service issues. The information you provide will be valuable data for decision-makers and legislators in creating future customer service rules.

What is State Franchising and Who are State Franchise Holders?

The CPUC grants state-issued franchises to businesses seeking to offer video services in California. These franchise holders in California generate \$6.5 billion in video revenue annually. Additionally, according to the latest annual franchising report, more than three quarters of all broadband-connected households receive their broadband services from internet service providers who are also state franchise holders (e.g., Charter, Comcast, Cox, DirecTV, Frontier). Currently, there are 27 active franchise holders in the state, with the largest five franchise holders serving approximately 95% of all video subscribers.

Background on Local and State Franchising

Prior to the Digital Infrastructure and Video Competition Act (DIVCA) of 2006, franchises were authorized individually by 300 city and county governments in California. DIVCA streamlined the franchising authorization process and shifted authority toward a state-wide approach. As a result, under DIVCA, the CPUC now only determines whether an application form submitted by the franchise holder is complete. The new rulemaking is considering adding customer service-related evaluation criteria as part of this renewal process.

Recent Changes to Legislation

Recently enacted legislation ([SB 28](#)) removed the language in DIVCA that prevented the CPUC from adopting and enforcing additional customer service standards beyond those included in the [US Cable Act of 1992](#). With the passing of SB 28, franchise holders are now required, for the first time, to report detailed information on service availability at the address level to the CPUC. This data can help determine whether services are being unfairly denied according to DIVCA's non-discrimination statement.

We Want to Hear from You!

You can make a difference by completing any of the action items listed above. If you have any questions or would like more information on how you can help, please contact us at videofranchising@cpuc.ca.gov.

For more information on how the California Public Utilities Commission is helping to ensure customers are receiving the service they pay for, visit cpuc.ca.gov/regulatory-services/licensing/video-franchising.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: County Administrative Office

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer

SUBJECT Employment Agreement - Clerk /
Recorder / Registrar

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Queenie Barnard as Clerk / Recorder / Registrar, and prescribing the compensation, appointment, and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve proposed resolution, approving a contract with Queenie Barnard as Clerk / Recorder / Registrar, 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:

The estimated cost of this position for the remainder of the fiscal year is \$137,953, of which \$98,147 is salary and \$39,806 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$156,649, of which \$111,949 is salary and \$44,700 is benefits. This is included in the Department's FY 2023/24 preliminary and recommended budget.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Clerk Recorder Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Employment Agreement O Barnard

History

Time	Who	Approval
8/4/2023 2:01 PM	County Counsel	Yes
8/7/2023 10:52 AM	Finance	Yes
8/7/2023 11:17 AM	County Administrative Office	Yes



August 15, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Interim County Administrative Officer

RE: Employment Agreement for Clerk/Recorder/Registrar

BOARD OF SUPERVISORS

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

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Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

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

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

Strategic Plan Focus Areas Met

A Thriving Economy Safe and Healthy Communities

Sustainable Public Lands Workforce & Operational Excellence

The position of County Clerk/Recorder/Registrar was vacated in June with the resignation of Scheereen Dedman. Since her departure, Queenie Barnard has been the Acting then Interim Clerk/Recorder/Registrar while Human Resources conducted a recruitment.

After a complete recruitment, Queenie was selected from a field of candidates as the most qualified and has accepted the position of Clerk/Recorder/Registrar. Staff is requesting the Board approve the attached terms and conditions of employment.



RESOLUTION NO. R23-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH QUEENIE BARNARD
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 Queenie Barnard, 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. Barnard. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 15th day of August, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Rhonda Duggan, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF QUEENIE BARNARD
AS COUNTY CLERK/RECORDER/REGISTRAR
FOR MONO COUNTY**

This Agreement is entered into by and between Queenie Barnard and the County of Mono (hereinafter “County”).

I. RECITALS

Queenie Barnard (hereinafter “Ms. Barnard”) is currently employed by County as its Assistant Clerk/Recorder/Registrar. The County now wishes to employ Ms. Barnard as its Clerk/Recorder/Registrar in accordance with the terms and conditions set forth in this Agreement. Ms. Barnard wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence August 15, 2023, (“Effective Date”), and shall supersede and replace the prior employment Agreement of Ms. Barnard entered into on or around August 17, 2021. This Agreement shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Barnard shall be employed by Mono County as its Clerk/Recorder/Registrar (hereinafter “Clerk”) serving at the will and pleasure of the County Administrative Officer. Ms. Barnard accepts such continued employment. The County Administrative Officer shall be deemed the “appointing authority” for all purposes with respect to Ms. Barnard’s employment. The County Administrative Officer and Ms. Barnard will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Barnard’s work. Ms. Barnard’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the County Administrative Officer in accordance with the “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. Barnard’s salary shall be Range 14, Step C, as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, 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. Barnard 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. Barnard 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 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. Ms. Barnard 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 Ms. Barnard's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Barnard 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. Barnard's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Barnard's full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the County Administrative Officer.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Barnard shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Barnard's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Barnard 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. Barnard 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. Barnard'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. Barnard's employment, the County Administrative Officer may terminate Ms. Barnard's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Barnard understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is 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 County Administrative Officer may, in her or her discretion, take during Ms. Barnard's employment.
10. In the event of a termination without cause under paragraph 9, Ms. Barnard 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. Barnard shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time he or she gives 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. Ms. Barnard 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. Barnard 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. Barnard shall not be entitled to any severance pay or to 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. Barnard.
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. Barnard'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. Barnard'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 et seq., Ms. Barnard 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. Barnard is convicted of a crime involving abuse of office or position.

14. Ms. Barnard acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Barnard 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.
15. For purposes of this Agreement a photocopy, facsimile, .pdf, and electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and enforceable as an original.

III. EXECUTION:

This Agreement is executed by the parties this 15th day August, 2023.

EMPLOYEE

THE COUNTY OF MONO

Queenie Barnard

By: Rhonda Duggan, 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 15, 2023

**Departments: Emergency Management, County Administrative Office,
and County Counsel**

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer and Stacey
Simon, County Counsel

SUBJECT Purchase of Portable and Mobile
Radios for Use on the California
Radio Interoperable System (CRIS)

AGENDA DESCRIPTION:

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

Purchase of Kenwood portable and mobile radios to operate countywide on the California Radio Interoperable System (CRIS) radio system and entry into implementation and cost-share agreement with the Town of Mammoth Lakes and the Mammoth Lakes Fire Protection District through which the Town and District would reimburse a portion of County costs.

RECOMMENDED ACTION:

1. Authorize the County Administrative Officer to purchase CRIS compliant mobile and portable radios on behalf of the County from Sierra Electronics in Sparks, NV, in an amount not to exceed \$2,082,622.90. 2. Approve agreement for Local Agency Collaboration in Implementation of the California Radio Interoperable System (CRIS) Trunked Radio Service in Mono County with the Town of Mammoth Lakes and the Mammoth Lakes Fire Protection District.

FISCAL IMPACT:

The total cost of the purchase is \$2,082,623. The federal earmark, after payment of other project costs, is estimated to cover \$1,583,344 of these cost, and other jurisdictions committed total proceeds of \$356,040, leaving the County with a contribution commitment of \$143,239.

CONTACT NAME: Chris Mokracek

PHONE/EMAIL: 760-924-4633 / cmokracek@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report rev'd
Radio Inventory

[Radio Invoice](#)

[Cost-Share Agreement](#)

History

Time	Who	Approval
8/9/2023 4:32 PM	County Counsel	Yes
8/7/2023 11:16 AM	Finance	Yes
8/10/2023 7:19 AM	County Administrative Office	Yes



MONO COUNTY
OFFICE OF EMERGENCY MANAGEMENT



DATE: August 15, 2023

TO: Honorable Board of Supervisors

FROM: Chris Mokracek, Director of Emergency Management

SUBJECT: Purchase of Radios for Use with the CRIS Radio System; Cost-Share Agreement with Town of Mammoth Lakes and Mammoth Lakes Fire Protection District

On January 30, 2023, Mono County was awarded a \$3,000,000 COPS Technology Program Grant for the purchase of repeater site equipment and radios for use on the CRIS system operated by the California Office of Emergency Services, Public Safety Communications Division, through a cooperative service agreement with Mono County.

The repeater project, approved by the Board on January 17, 2023, is moving forward with anticipated completion this Fall.

The Mono County Office of Emergency Management, Mono County IT Department, and Elk Mountain Technology (radio project consultant) conducted a Request for Quotes (RFQ) to all radio vendors meeting the specification to operate on the CRIS radio system. Qualifying vendors were then given the opportunity to showcase their radios and accessories during an in-person forum with Mono County staff, first responders and law enforcement end users.

The lowest quote price was received by Sierra Electronics, Sparks, NV. This will be for the Kenwood brand mobile and portable radios.

This item also includes a proposed cost-share agreement among the County, the Town of Mammoth Lakes (Town) and the Mammoth Lakes Fire Protection District (MLFPD) through which the Town and MLFPD would reimburse the County for the costs of radios to be utilized by their agencies (124 radios are initially assigned to the Town and 100 radios are initially assigned to MLFPD) and also address an anticipated budget shortfall of \$499,279.08 over the \$3,000,000 grant. The parties' contributions to that shortfall are as follows:

- Mono County - \$143,239.46
- Town of Mammoth Lakes - \$272,836.90
- Mammoth Lakes FPD - \$83,202.72

The cost-share agreement also provides for reimbursement of the monthly CRIS subscriber fee by the Town and the Fire District. That fee is charged by CalOES and is currently \$26 per radio issued to a primary subscriber. This amount includes a 50% offset from the currently-published subscriber fees (and a first-year hiatus in subscriber fees) reflecting the County's \$1,550,000

contribution to the costs of infrastructure and site development for CRIS. Accordingly, all parties benefit from the COPS grant through infrastructure and site investments.

Finally, the County's share of the cost to purchase these radios includes the cost of radios for the ten volunteer fire districts within the unincorporated areas of the County, as the County will be covering those amounts.

Item	Original Project	Current Project
Motorola Site Equipment (5 sites)	\$ 1,500,000.00	\$ 1,205,589.13
Site Combiner Equipment	\$ -	\$ 101,067.05
Subscriber Units (Radios)	\$ 2,100,000.00	\$ 2,082,622.90
Antelope Valley Site Improvements	\$ 300,000.00	\$ 110,000.00
Other Site Improvements	\$ 100,000.00	\$ -
Total	\$ 4,000,000.00	\$ 3,499,279.08
Federal Earmark		\$ 3,000,000.00
Funding Shortfall		\$ 499,279.08

Methods to cover remaining project costs

	METHC	
	Based upon # of radios needed (1001)	
Mono County & Rural Fire Districts (777 radios)	77.62%	\$ 387,552.29
Town of Mammoth Lakes (114 radios)	11.39%	\$ 56,860.95
Mammoth Lakes Fire District (100 radios)	9.99%	\$ 49,878.03

Difference	Notes
\$ 294,410.87	Includes 7.75% tax but should be 7.25%? Original order
\$ (101,067.05)	Removed from Motorola Site Equipment
\$ 17,377.10	
\$ 190,000.00	Current Projection
\$ 100,000.00	
<hr/>	
\$ 500,720.92	All prices include Tax

ODS TO COVER REMAINING SPEND			
Based upon % of \$ ordered		Based Upon Money Spent on	
82.90%	\$ 413,923.67	\$ 143,239.46	
13.10%	\$ 65,408.75	\$ 272,836.90	
4.00%	\$ 19,946.66	\$ 83,202.72	

INDIVIDUAL OPTIONS/COSTS

PORTABLE RADIOS

Viking VP5230 - M2 w/ AES Multikey

Viking VP5230 - M2 No AES

Viking VP5230 - M2 No AES w/ Intrinsically Safe

MOBILE RADIOS

Viking VM5000 - Dash Mount / No AES

Viking VM5000 - Dash Mount w/ AES Multikey

Viking VM5000 - Remote Mount SINGLE HEAD / No AES

Viking VM5000 - Remote Mount DUAL HEAD / No AES

Viking VM5000 - Remote Mount w/ AES Multikey

UNIFICATION G5

Unication G5 Pager

No Pagers

PORTABLE ACCESSORIES

Delete Spare Battery

Delete Individual Charger

Delete RSM

DC Vehicle Charger

Six-Bank Charger

\$ 2,100.95
\$ 1,780.00
\$ 1,888.00
\$ 2,200.00
\$ 2,400.00
\$ 2,475.00
\$ 2,500.00
\$ 2,675.00
\$ 598.50
\$ -
\$ (73.00)
\$ (55.00)
\$ (94.00)
\$ 238.28
\$ 549.68

PROJECT S	
Item	Quantity Needed
Mobile Radios	449
Portable Radios	552
Unication Pagers	194
Unication Programming	
Deleted Spare Batteries	119
Deleted RSMs	200
Deleted Individual Chargers	207
DC Vehicle Chargers	173
6-Bank Chargers	33
Subtotal	
Tax	
TOTAL SPEND	

SUMMARY

Already Purchased	To Purchase	Total Spend
26	423	\$1,002,750.00
126	426	\$797,650.65
0	194	\$116,109.00
		\$4,840.00
0	119	-\$8,687.00
0	200	-\$18,800.00
0	207	-\$11,385.00
0	173	\$41,222.44
0	33	\$18,139.44
		\$1,941,839.53
		\$140,783.37
		\$2,082,622.90

VIKING - Subscriber Radio Replacement

Agency / Department	Mobile					Radio by Department / Agency										Portable					Pagers					
	Quantity Needed	Quantity Purchased	Need to Purchase	Price Per	Total Cost	Type					Quantity Needed	Quantity Purchased	Need to Purchase	Price Per	Total Cost	Type					Quantity Needed	Price Per	Total Cost	Type		
Animal Control	3	0	3	\$ 2,200	\$ 6,600	Viking VM5000 - Dash Mount / No AES	4	4	0	\$ 1,780	\$ -	Viking VPS230 - M2 No AES	0	\$ -	2	\$ (188.00)	\$ -	2	\$ 476.56	0	\$ -	0	\$ -	-	No Pagers	
District Attorney	2	0	2	\$ 2,675	\$ 5,350	Viking VM5000 - Remote Mount w/ AES Multikey	4	4	0	\$ 2,101	\$ -	Viking VPS230 - M2 w/ AES Multikey	0	\$ -	0	\$ -	2	\$ 476.56	0	\$ -	0	\$ -	-	No Pagers		
EMS	14	2	12	\$ 2,475	\$ 29,700	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	12	0	12	\$ 1,780	\$ 21,360	Viking VPS230 - M2 No AES	0	\$ -	12	\$ (1,128.00)	4	\$ (220.00)	4	\$ 953.12	0	\$ -	8	\$ 599	\$ 4,788	Unication GS Pager
Hospitals (Carson, Mammoth, Northern Inyo)	4	0	4	\$ 2,200	\$ 8,800	Viking VM5000 - Dash Mount / No AES	0	0	0	\$ 1,780	\$ -	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	No Pagers		
Information Technology	4	0	4	\$ 2,675	\$ 10,700	Viking VM5000 - Remote Mount w/ AES Multikey	4	0	4	\$ 1,780	\$ 7,120	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	4	\$ (220.00)	4	\$ 953.12	3	\$ 1,649.04	0	\$ -	-	No Pagers
Probation	7	0	7	\$ 2,400	\$ 16,800	Viking VM5000 - Dash Mount w/ AES Multikey	13	13	0	\$ 2,101	\$ -	Viking VPS230 - M2 w/ AES Multikey	0	\$ -	0	\$ -	0	\$ -	7	\$ 1,667.96	2	\$ 1,099.36	0	\$ -	-	No Pagers
Public Health	0	0	0	\$ 2,200	\$ -	Viking VM5000 - Dash Mount / No AES	12	9	3	\$ 1,780	\$ 5,340	Viking VPS230 - M2 No AES	0	\$ -	3	\$ (282.00)	0	\$ -	0	\$ -	2	\$ 1,099.36	0	\$ -	-	No Pagers
Public Works	116	0	116	\$ 2,200	\$ 255,200	Viking VM5000 - Dash Mount / No AES	16	8	8	\$ 1,780	\$ 14,240	Viking VPS230 - M2 No AES	8	\$ (584.00)	8	\$ (752.00)	8	\$ (440.00)	10	\$ 2,382.80	0	\$ -	0	\$ -	-	No Pagers
OEM	1	0	1	\$ 2,675	\$ 2,675	Viking VM5000 - Remote Mount w/ AES Multikey	1	0	1	\$ 2,101	\$ 2,101	Viking VPS230 - M2 w/ AES Multikey	0	\$ -	0	\$ -	0	\$ -	1	\$ 238.28	0	\$ -	0	\$ -	-	No Pagers
Search and Rescue	4	0	4	\$ 2,475	\$ 9,900	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	30	30	0	\$ 1,780	\$ -	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	No Pagers		
Search and Rescue	1	0	1	\$ 2,500	\$ 2,500	Viking VM5000 - Remote Mount DUAL HEAD / No AES	46	0	46	\$ 2,101	\$ 96,644	Viking VPS230 - M2 w/ AES Multikey	0	\$ -	36	\$ (3,384.00)	36	\$ (1,980.00)	5	\$ 1,191.40	2	\$ 1,099.36	0	\$ -	-	No Pagers
Sheriff	47	24	23	\$ 2,675	\$ 61,525	Viking VM5000 - Remote Mount w/ AES Multikey	46	0	46	\$ 2,101	\$ 96,644	Viking VPS230 - M2 w/ AES Multikey	0	\$ -	36	\$ (3,384.00)	36	\$ (1,980.00)	5	\$ 1,191.40	2	\$ 1,099.36	0	\$ -	-	No Pagers
Sheriff	14	0	14	\$ 2,400	\$ 33,600	Viking VM5000 - Dash Mount w/ AES Multikey	46	0	46	\$ 2,101	\$ 96,644	Viking VPS230 - M2 w/ AES Multikey	0	\$ -	36	\$ (3,384.00)	36	\$ (1,980.00)	5	\$ 1,191.40	2	\$ 1,099.36	0	\$ -	-	No Pagers
Social Services	0	0	0	\$ 2,200	\$ -	Viking VM5000 - Dash Mount / No AES	24	10	14	\$ 1,780	\$ 24,920	Viking VPS230 - M2 No AES	0	\$ -	7	\$ (658.00)	0	\$ -	2	\$ 1,099.36	0	\$ -	-	No Pagers		
Spare/Growth no encryption	10	0	10	\$ 2,200	\$ 22,000	Viking VM5000 - Dash Mount / No AES	20	0	20	\$ 1,780	\$ 35,600	Viking VPS230 - M2 No AES	0	\$ -	14	\$ (1,316.00)	24	\$ (1,320.00)	20	\$ 4,765.60	4	\$ 2,198.72	15	\$ 599	\$ 8,978	Unication GS Pager
Spare/Growth no encryption	10	0	10	\$ 2,475	\$ 24,750	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	10	0	10	\$ 1,888	\$ 18,880	Viking VPS230 - M2 No AES w/ Intrinsically Safe	0	\$ -	9	\$ (846.00)	9	\$ (495.00)	0	\$ -	0	\$ -	-	No Pagers		
Spare/Growth no encryption	3	0	3	\$ 2,500	\$ 7,500	Viking VM5000 - Remote Mount DUAL HEAD / No AES	10	0	10	\$ 2,101	\$ 21,010	Viking VPS230 - M2 w/ AES Multikey	0	\$ -	10	\$ (940.00)	10	\$ (550.00)	0	\$ -	0	\$ -	-	No Pagers		
Spare/Growth w/ AES Encryption	6	0	6	\$ 2,675	\$ 16,050	Viking VM5000 - Remote Mount w/ AES Multikey	46	48	0	\$ 1,780	\$ -	Viking VPS230 - M2 w/ AES Multikey	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	No Pagers		
EMERGENCY RADIO CACHE	3	0	3	\$ 2,400	\$ 7,200	Viking VM5000 - Dash Mount w/ AES Multikey	254	126	128	\$ 1,780	\$ 247,214	Viking VPS230 - M2 w/ AES Multikey	8	\$ (584)	101	\$ (9,494)	95	\$ (5,225)	55	\$ 13,105	15	\$ 8,245	23	\$ -	-	No Pagers
Mono County	252	26	226		\$ 527,450		254	126	128		\$ 247,214		8	\$ (584)	101	\$ (9,494)	95	\$ (5,225)	55	\$ 13,105	15	\$ 8,245	23	\$ -	\$ 13,766	
Antelope Valley Fire	13	0	13	\$ 2,475	\$ 32,175	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	20	0	20	\$ 1,780	\$ 35,600	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	15	\$ (825.00)	20	\$ 4,765.60	0	\$ -	20	\$ 599	\$ 11,970	Unication GS Pager
Bridgeport Fire	6	0	6	\$ 2,475	\$ 14,850	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	26	0	26	\$ 1,780	\$ 46,280	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	20	\$ (1,100.00)	26	\$ 6,195.28	2	\$ 1,099.36	20	\$ 599	\$ 11,970	Unication GS Pager
Bridgeport Fire	1	0	1	\$ 2,200	\$ 2,200	Viking VM5000 - Dash Mount / No AES	15	0	15	\$ 1,780	\$ 26,700	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	2	\$ 476.56	0	\$ -	15	\$ 599	\$ 8,978	Unication GS Pager		
Bridgeport Fire	4	0	4	\$ 2,500	\$ 10,000	Viking VM5000 - Remote Mount DUAL HEAD / No AES	15	0	15	\$ 1,780	\$ 26,700	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	0	\$ -	0	\$ -	25	\$ 599	\$ 14,963	Unication GS Pager		
Chaffant Fire	2	0	2	\$ 2,200	\$ 4,400	Viking VM5000 - Dash Mount / No AES	17	0	17	\$ 1,780	\$ 30,260	Viking VPS230 - M2 No AES	8	\$ (584.00)	2	\$ (188.00)	0	\$ -	0	\$ -	0	\$ -	-	4 spare batteries, 10 RSMs		
Chaffant Fire	6	0	6	\$ 2,475	\$ 14,850	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	15	0	15	\$ 1,780	\$ 26,700	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	Wants 12 spare batteries, 12 single chargers, 3 six-bank chargers		
Chaffant Fire	2	0	2	\$ 2,500	\$ 5,000	Viking VM5000 - Remote Mount DUAL HEAD / No AES	17	0	17	\$ 1,780	\$ 30,260	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	10 spare batteries, 14 RSMs		
June Lake Fire	7	0	7	\$ 2,475	\$ 17,325	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	15	0	15	\$ 1,780	\$ 26,700	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	has siren		
June Lake Fire	5	0	5	\$ 2,500	\$ 12,500	Viking VM5000 - Remote Mount DUAL HEAD / No AES	12	0	12	\$ 1,780	\$ 21,360	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	6	\$ (330.00)	8	\$ 1,906.24	2	\$ 1,099.36	0	\$ 599	\$ -	Unication GS Pager
Lee Vining Fire	2	0	2	\$ 2,200	\$ 4,400	Viking VM5000 - Dash Mount / No AES	12	0	12	\$ 1,780	\$ 21,360	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	has siren		
Lee Vining Fire	3	0	3	\$ 2,475	\$ 7,425	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	12	0	12	\$ 1,780	\$ 21,360	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	Unication GS Pager		
Lee Vining Fire	5	0	5	\$ 2,500	\$ 12,500	Viking VM5000 - Remote Mount DUAL HEAD / No AES	12	0	12	\$ 1,780	\$ 21,360	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	Unication GS Pager		
Long Valley Fire	13	0	13	\$ 2,475	\$ 32,175	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	26	0	26	\$ 1,888	\$ 49,088	Viking VPS230 - M2 No AES w/ Intrinsically Safe	14	\$ (1,022.00)	14	\$ (1,316.00)	0	\$ -	0	\$ -	3	\$ 1,649.04	6	\$ 599	\$ 3,591	Unication GS Pager
Long Valley Fire	5	0	5	\$ 2,500	\$ 12,500	Viking VM5000 - Remote Mount DUAL HEAD / No AES	70	0	70	\$ 1,888	\$ 132,160	Viking VPS230 - M2 No AES w/ Intrinsically Safe	60	\$ (4,380.00)	56	\$ (5,264.00)	45	\$ (2,475.00)	45	\$ 10,722.60	4	\$ 2,198.72	14	\$ 599	\$ 8,379	Unication GS Pager
Mammoth Lakes Fire	6	0	6	\$ 2,200	\$ 13,200	Viking VM5000 - Dash Mount / No AES	12	0	12	\$ 1,780	\$ 21,360	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	has siren		
Mammoth Lakes Fire	23	0	23	\$ 2,475	\$ 56,925	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	12	0	12	\$ 1,780	\$ 21,360	Viking VPS230 - M2 No AES	0	\$ -	0	\$ -	6	\$ (330.00)	8	\$ 1,906.24	2	\$ 1,099.36	0	\$ 599	\$ -	Unication GS Pager
Mammoth Lakes Fire	1	0	1	\$ 2,500	\$ 2,500	Viking VM5000 - Remote Mount DUAL HEAD / No AES	10	0	10	\$ 1,780	\$ 17,800	Viking VPS230 - M2 No AES	10	\$ (730.00)	7	\$ (658.00)	7	\$ (385.00)	7	\$ 1,667.96	1	\$ 549.68	15	\$ 599	\$ 8,978	Unication GS Pager
Mono City Fire	2	0	2	\$ 2,475	\$ 4,950	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	15	0	15	\$ 1,780	\$ 26,700	Viking VPS230 - M2 No AES	9	\$ (657.00)	10	\$ (940.00)	9	\$ (495.00)	10	\$ 2,382.80	1	\$ 549.68	21	\$ 599	\$ 12,569	Unication GS Pager
Mono City Fire	1	0	1	\$ 2,200	\$ 2,200	Viking VM5000 - Dash Mount / No AES	15	0	15	\$ 1,780	\$ 26,700	Viking VPS230 - M2 No AES	0	\$ -	10	\$ (940.00)	0	\$ -	0	\$ -	0	\$ -	15	\$ 599	\$ -	Unication GS Pager
Mono City Fire	2	0	2	\$ 2,500	\$ 5,000	Viking VM5000 - Remote Mount DUAL HEAD / No AES	10	0	10	\$ 1,780	\$ 17,800	Viking VPS230 - M2 No AES	10	\$ (730.00)	7	\$ (658.00)	7	\$ (385.00)	7	\$ 1,667.96	1	\$ 549.68	15	\$ 599	\$ 8,978	Unication GS Pager
Paradise Fire	4	0	4	\$ 2,475	\$ 9,900	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	15	0	15	\$ 1,780	\$ 26,700	Viking VPS230 - M2 No AES	9	\$ (657.00)	10	\$ (940.00)	9	\$ (495.00)	10	\$ 2,382.80	1	\$ 549.68	21	\$ 599	\$ 12,569	Unication GS Pager
Wheeler Crest Fire	7	0	7	\$ 2,475	\$ 17,325	Viking VM5000 - Remote Mount SINGLE HEAD / No AES	15	0	15	\$ 1,780	\$ 26,700	Viking VPS230 - M2 No AES	0	\$ -	10	\$ (940.00)	0	\$ -	0	\$ -	0	\$ -	-	3 single chargers, 1 six-bank, 7 vehicle chargers, 3 RSMs		
White Mountain Fire	10	0	10	\$ 2,200	\$ 22,000	Viking VM5000 - Dash Mount / No AES	15	0	15	\$ 1,780	\$ 26,700	Viking VPS230 - M2 No AES	0	\$ -	10	\$ (940.00)	0	\$ -	0	\$ -	0	\$ -	15	\$ 599	\$ -	Unication GS Pager
Fire Districts	130	0	130		\$ 316,300		241	0	241		\$ 439,348		101	\$ (7,373)	99	\$ (9,306)	102	\$ (6,610)	118	\$ 28,117	13	\$ 7,146	171	\$ -	\$ 102,344	
Mammoth Lakes Police	24	0	24	\$ 2,675	\$ 64,200	Viking VM5000 - Remote Mount w/ AES Multikey	30	0	30	\$ 2,101	\$ 63,029	Viking VPS230 - M2 w/ AES Multikey	10	\$ (730.00)	0	\$ -	10	\$ (550.00)	0	\$ -	2	\$ 1,099.36	0	\$ -	-	No Pagers
Mammoth Lakes Police	1	0	1	\$ 2,400	\$ 2,400	Viking VM5000 - Dash Mount w/ AES Multikey	0	0</																		



690 E. Glendale Ave, Suite 9B, Sparks, NV 89431
 (775) 359-1121 (800) 874-7515

Radio Order Revised SALES QUOTE

TO: Mono County IT
 Eric Bucklin
 Bridgeport, CA 93517
 760-932-5503

Date: **8/5/2023**
 Sales Rep: Dan Pena
 Terms: Net 30
 Expires: 9/4/2023

REF# DQM9952

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
VP5230F2	VHF, M2, Black	87	\$2,100.95	\$182,782.65
KWD-AE30K	AES FIPS140-2 & DES ENCRYPTION MODULE	87	\$0.00	\$0.00
835VP5000PK001	VP5000 packing kit	87	\$0.00	\$0.00
KRA-26M	VHF WHIP ANTENNA 146-162MHz	87	\$0.00	\$0.00
KNB-L2M	LI-ION 2600mAh (STANDARD)	87	\$0.00	\$0.00
8322000002	Add: P25 Conventional	87	\$0.00	\$0.00
8322000005	P25 Phase 1 Trunking	87	\$0.00	\$0.00
8322000006	P25 Phase 2 TDMA	87	\$0.00	\$0.00
8326000006	1024 Ch	87	\$0.00	\$0.00
8323000004	Add: AES Encryption	87	\$0.00	\$0.00
8323000003	Multi Key DES-OFB	87	\$0.00	\$0.00
8323000005	ARC4 (ADP Compatible)	87	\$0.00	\$0.00
8326000025	Bluetooth option for vicking radios	87	\$0.00	\$0.00
8326000015	25KHz Disabled	87	\$0.00	\$0.00
8326000002	MDC1200 / GE-Star Signaling	87	\$0.00	\$0.00
8326000028	Instant Recording Replay	87	\$0.00	\$0.00
8326000029	Voice Recording (included)	87	\$0.00	\$0.00
8326000026	Man Down	87	\$0.00	\$0.00
KMC-70M	Speaker Mic, 3PF Keys, Black, VP-T	41	\$0.00	\$0.00
KNB-L2M	LI-ION 2600mAh (STANDARD)	77	\$0.00	\$0.00
KSC-52BK	Charger, Single Bay Rapid Rate, B-Pocket, VP-T	21	\$0.00	\$0.00
Coupon	Delete Spare Battery	10	(\$73.00)	(\$730.00)
Coupon	Delete RSM	46	(\$94.00)	(\$4,324.00)
Coupon	Delete Charger	56	(\$55.00)	(\$3,080.00)
VP5230F2	VHF, M2, Black	106	\$1,888.00	\$200,128.00
250VP5000001	Intrinsically Safe (CSA)	106	\$0.00	\$0.00
835VP5000PK001	VP5000 packing kit	106	\$0.00	\$0.00
KRA-26M	VHF WHIP ANTENNA 146-162MHz	106	\$0.00	\$0.00
KNB-LS5CU	Li-Ion IS (2000 mAh)	106	\$0.00	\$0.00
8322000002	Add: P25 Conventional	106	\$0.00	\$0.00
8322000005	P25 Phase 1 Trunking	106	\$0.00	\$0.00
8322000006	P25 Phase 2 TDMA	106	\$0.00	\$0.00
8326000006	1024 Ch	106	\$0.00	\$0.00
8326000025	Bluetooth option for vicking radios	106	\$0.00	\$0.00

8326000015	25KHz Disabled	106	\$0.00	\$0.00
8326000002	MDC1200 / GE-Star Signaling	106	\$0.00	\$0.00
8326000028	Instant Recording Replay	106	\$0.00	\$0.00
8326000029	Voice Recording (included)	106	\$0.00	\$0.00
8326000026	Man Down	106	\$0.00	\$0.00
KMC-70M	Speaker Mic, 3PF Keys, Black, VP-T	26	\$0.00	\$0.00
KSC-52BK	Charger, Single Bay Rapid Rate, B-Pocket, VP-T	52	\$0.00	\$0.00
KNB-LS5CU	Li-Ion IS (2000 mAh)	32	\$0.00	\$0.00
Coupon	Delete Spare Battery	74	(\$73.00)	(\$5,402.00)
Coupon	Delete RSM	79	(\$94.00)	(\$7,426.00)
Coupon	Delete Charger	54	(\$55.00)	(\$2,970.00)
VP5230F2	VHF, M2, Black	233	\$1,780.00	\$414,740.00
835VP5000PK001	VP5000 packing kit	233	\$0.00	\$0.00
KRA-26M	VHF WHIP ANTENNA 146-162MHz	233	\$0.00	\$0.00
KNB-L2M	LI-ION 2600mAh (STANDARD)	233	\$0.00	\$0.00
8322000002	Add: P25 Conventional	233	\$0.00	\$0.00
8322000005	P25 Phase 1 Trunking	233	\$0.00	\$0.00
8322000006	P25 Phase 2 TDMA	233	\$0.00	\$0.00
8326000006	1024 Ch	233	\$0.00	\$0.00
8326000025	Bluetooth option for vicking radios	233	\$0.00	\$0.00
8326000015	25KHz Disabled	233	\$0.00	\$0.00
8326000002	MDC1200 / GE-Star Signaling	233	\$0.00	\$0.00
8326000028	Instant Recording Replay	233	\$0.00	\$0.00
8326000029	Voice Recording (included)	233	\$0.00	\$0.00
8326000026	Man Down	233	\$0.00	\$0.00
KMC-70M	Speaker Mic, 3PF Keys, Black, VP-T	150	\$0.00	\$0.00
KSC-52BK	Charger, Single Bay Rapid Rate, B-Pocket, VP-T	128	\$0.00	\$0.00
KNB-L2M	LI-ION 2600mAh (STANDARD)	190	\$0.00	\$0.00
Coupon	Delete Spare Battery	35	(\$73.00)	(\$2,555.00)
Coupon	Delete RSM	75	(\$94.00)	(\$7,050.00)
Coupon	Delete Charger	97	(\$55.00)	(\$5,335.00)
VM5730BF	VM5000 VHF Radio (136-174 MHz)	200	\$2,200.00	\$440,000.00
KCH-19VM	KCH-19 Dash Desktop	200	\$0.00	\$0.00
KMC-65M	Kenwood Mobile Speaker Mic	200	\$0.00	\$0.00
KCT-23M	DC CABLE	200	\$0.00	\$0.00
KMB-33M	Standard Deck Mounting Bracket	200	\$0.00	\$0.00
KCT-46	IGNITION SENSE	200	\$0.00	\$0.00
KES-5A	External Speaker, 40W max input	200	\$0.00	\$0.00
KAP-2	HA / PA Relay	200	\$0.00	\$0.00
8322000002	Add: P25 Conventional	200	\$0.00	\$0.00
8322000005	P25 Phase 1 Trunking	200	\$0.00	\$0.00
8322000006	P25 Phase 2 TDMA	200	\$0.00	\$0.00
8326000006	1024 Ch	200	\$0.00	\$0.00
8323000005	ARC4 (ADP Compatible)	200	\$0.00	\$0.00
8326000015	25KHz Disabled	200	\$0.00	\$0.00
8326000002	MDC1200 / GE-Star Signaling	200	\$0.00	\$0.00
8326000028	Instant Recording Replay	200	\$0.00	\$0.00
8326000029	Voice Recording (included)	200	\$0.00	\$0.00
VM5730BF	VM5000 VHF Radio (136-174 MHz)	25	\$2,400.00	\$60,000.00

KCH-19VM	KCH-19 Dash Desktop	25	\$0.00	\$0.00
KMC-65M	Kenwood Mobile Speaker Mic	25	\$0.00	\$0.00
KCT-23M	DC CABLE	25	\$0.00	\$0.00
KMB-33M	Standard Deck Mounting Bracket	25	\$0.00	\$0.00
KCT-46	IGNITION SENSE	25	\$0.00	\$0.00
KES-5A	External Speaker, 40W max input	25	\$0.00	\$0.00
KAP-2	HA / PA Relay	25	\$0.00	\$0.00
8322000002	Add: P25 Conventional	25	\$0.00	\$0.00
8322000005	P25 Phase 1 Trunking	25	\$0.00	\$0.00
8322000006	P25 Phase 2 TDMA	25	\$0.00	\$0.00
8326000006	1024 Ch	25	\$0.00	\$0.00
8323000004	Add: AES Encryption	25	\$0.00	\$0.00
8323000003	Multi Key DES-OFB	25	\$0.00	\$0.00
8326000015	25KHz Disabled	25	\$0.00	\$0.00
8326000002	MDC1200 / GE-Star Signaling	25	\$0.00	\$0.00
8326000028	Instant Recording Replay	25	\$0.00	\$0.00
8326000029	Voice Recording (included)	25	\$0.00	\$0.00
VM5730BF	VM5000 VHF Radio (136-174 MHz)	110	\$2,475.00	\$272,250.00
KCH-19VM	KCH-19 Dash Desktop	110	\$0.00	\$0.00
KCT-71M2	17' Remote Mount Cable for VM7000	110	\$0.00	\$0.00
KMC-65M	Kenwood Mobile Speaker Mic	110	\$0.00	\$0.00
KRK-14HV	KCH-19 Rear Panel	110	\$0.00	\$0.00
KCT-23M3	MEDIUM-POWER 90 SERIES PWR CAB	110	\$0.00	\$0.00
KMB-33M	Standard Deck Mounting Bracket	110	\$0.00	\$0.00
KRK-17BF	VM7000 Remote Mount Kit	110	\$0.00	\$0.00
597539077901	USB Micro A-B Cable	110	\$0.00	\$0.00
KCT-46	IGNITION SENSE	110	\$0.00	\$0.00
KES-5A	External Speaker, 40W max input	110	\$0.00	\$0.00
KAP-2	HA / PA Relay	110	\$0.00	\$0.00
8322000002	Add: P25 Conventional	110	\$0.00	\$0.00
8322000005	P25 Phase 1 Trunking	110	\$0.00	\$0.00
8322000006	P25 Phase 2 TDMA	110	\$0.00	\$0.00
8326000006	1024 Ch	110	\$0.00	\$0.00
8326000015	25KHz Disabled	110	\$0.00	\$0.00
8326000002	MDC1200 / GE-Star Signaling	110	\$0.00	\$0.00
8326000028	Instant Recording Replay	110	\$0.00	\$0.00
8326000029	Voice Recording (included)	110	\$0.00	\$0.00
VM5730BF	VM5000 VHF Radio (136-174 MHz)	28	\$2,500.00	\$70,000.00
KCH-19VM	KCH-19 Dash Desktop	56	\$0.00	\$0.00
KCT-71M2	17' Remote Mount Cable for VM7000	28	\$0.00	\$0.00
KCT-71M3	25' Control Head Cable for VM7000	28	\$0.00	\$0.00
KMC-65M	Kenwood Mobile Speaker Mic	56	\$0.00	\$0.00
KRK-14HV	KCH-19 Rear Panel	56	\$0.00	\$0.00
KCT-23M3	MEDIUM-POWER 90 SERIES PWR CAB	28	\$0.00	\$0.00
KMB-33M	Standard Deck Mounting Bracket	28	\$0.00	\$0.00
KRK-17BF	VM7000 Remote Mount Kit	28	\$0.00	\$0.00
597539077901	USB Micro A-B Cable	28	\$0.00	\$0.00
KCT-46	IGNITION SENSE	28	\$0.00	\$0.00
KES-5A	External Speaker, 40W max input	28	\$0.00	\$0.00

KAP-2	HA / PA Relay	28	\$0.00	\$0.00
8322000002	Add: P25 Conventional	28	\$0.00	\$0.00
8322000005	P25 Phase 1 Trunking	28	\$0.00	\$0.00
8322000006	P25 Phase 2 TDMA	28	\$0.00	\$0.00
8326000006	1024 Ch	28	\$0.00	\$0.00
8326000015	25KHz Disabled	28	\$0.00	\$0.00
8326000002	MDC1200 / GE-Star Signaling	28	\$0.00	\$0.00
8326000028	Instant Recording Replay	28	\$0.00	\$0.00
8326000029	Voice Recording (included)	28	\$0.00	\$0.00
VM5730BF	VM5000 VHF Radio (136-174 MHz)	60	\$2,675.00	\$160,500.00
KCH-19VM	KCH-19 Dash Desktop	60	\$0.00	\$0.00
KCT-71M2	17' Remote Mount Cable for VM7000	60	\$0.00	\$0.00
KMC-65M	Kenwood Mobile Speaker Mic	60	\$0.00	\$0.00
KRK-14HV	KCH-19 Rear Panel	60	\$0.00	\$0.00
597539077901	USB Micro A-B Cable	60	\$0.00	\$0.00
KCT-46	IGNITION SENSE	60	\$0.00	\$0.00
KES-5A	External Speaker, 40W max input	60	\$0.00	\$0.00
KAP-2	HA / PA Relay	60	\$0.00	\$0.00
8322000002	Add: P25 Conventional	60	\$0.00	\$0.00
8322000005	P25 Phase 1 Trunking	60	\$0.00	\$0.00
8322000006	P25 Phase 2 TDMA	60	\$0.00	\$0.00
8326000006	1024 Ch	60	\$0.00	\$0.00
8323000004	Add: AES Encryption	60	\$0.00	\$0.00
8323000003	Multi Key DES-OFB	60	\$0.00	\$0.00
8326000015	25KHz Disabled	60	\$0.00	\$0.00
8326000028	Instant Recording Replay	60	\$0.00	\$0.00
8326000029	Voice Recording (included)	60	\$0.00	\$0.00
8326000002	MDC1200 / GE-Star Signaling	60	\$0.00	\$0.00
KVC-23	RAPID RATE DC VEHICULAR CHARGER	173	\$238.28	\$41,222.44
KSC-326AK	TK5220 Six Bank charger	33	\$549.68	\$18,139.44
G2VHF	G2 Single Band P25 Voice Pager VHF 136-174MHz	194	\$598.50	\$116,109.00
TFL	Tech Labor-Field	1	\$4,840.00	\$4,840.00
Subtotal				\$1,941,839.53
Sales Tax				\$140,783.37
Total				\$2,082,622.90

Notes:

PRICING WILL BE HONORED UNTIL THE END OF 2023 AFTER THIS INITIAL PURCHASE.

For questions regarding this quote please contact:

Dan Peña
Office – 775-359-1121
Cell -775-846-6904
Toll Free – 800-874-7515
danp@sierraelectronics.com
Sierra Electronics
690 East Glendale Ste.9B
Sparks, NV 89431

**AGREEMENT FOR LOCAL AGENCY COLLABORATION
IN IMPLEMENTATION OF THE
CALIFORNIA RADIO INTEROPERABLE SYSTEM (CRIS)
TRUNKED RADIO SERVICE IN MONO COUNTY**

THIS AGREEMENT is made and entered into among the County of Mono, a political subdivision of the State of California (the County) the Town of Mammoth Lakes, a California municipality (the Town) and the Mammoth Lakes Fire Protection District, a Fire Protection District organized under California's Fire Protection District Law (the Fire District). The County, Town and Fire District are collectively referred to as the Agencies and individually as an Agency.

WHEREAS, the Agencies have collaborated to implement the California Radio Interoperable System (CRIS) trunked radio service provided by the Governor's Office of Emergency Services, Public Safety Communications (Cal OES/PSC) within Mono County and the Town of Mammoth Lakes as a means to upgrade and enhance emergency radio communications; and

WHEREAS, the Agencies wish to set forth the terms and conditions of their collaboration, and to provide for the sharing of necessary costs associated with participation in the CRIS through entry into this Agreement.

NOW, THEREFORE, the County, the Town and the Fire District, in consideration of the mutual benefits, promises, covenants, terms, and conditions hereinafter contained, agree as follows:

1. County's Obligations. The County will:

- a. Enter into site leases on terms agreed to between County and the property owners for the following locations where CRIS infrastructure will be installed by Cal OES/PSC and thereafter assign the site leases to Cal OES/PSC:
 - i. Mammoth Lakes Fire Station No. 1
 - ii. Lincoln Mountain – Mammoth Mountain Ski Area
 - iii. June Chalet – June Mountain Ski Area
 - iv. Antelope Valley Fire Protection District station
- b. Enter into the California Radio Interoperable System (CRIS) Trunked Radio Service Agreement with Cal OES/PSC (the Subscriber Agreement). A copy of the Subscriber Agreement has been provided to the Town and the Fire District and is incorporated herein by this reference.
- c. Pursuant to the Subscriber Agreement, pay to Cal OES/PSC a monthly subscriber fee for each radio assigned to a primary subscriber of the CRIS system in Mono County, including primary subscribers who are employees or designees of the Town and/or the Fire District.

- d. Invoice the Town and the Fire District for the amount of subscriber fees paid by the County on behalf of subscribers who are Town or Fire District employees or designees, respectively.
- e. Purchase and pay for 124 radios for use by subscribers who are employees or designees of the Town and 100 radios for use by subscribers who are employees or designees of the Fire District. Upon written request, purchase and pay for additional radios for use by the Town's or the Fire District's employees or designees, subject to reimbursement as provided below.
- f. Invoice the Town and the Fire District for the actual cost of the radios purchased on behalf of each Agency. Any additional radios purchased by County at a future date upon written request of the Town or the Fire District shall become subject to this Agreement as if initially set forth herein.
- g. Contribute up to \$1,550,000 towards site development and infrastructure purchase at the four sites described in paragraph 1.a., and towards infrastructure purchase at one additional site leased directly to Cal OES/PSC by ATT and located at Benton Mountain, all in accordance with the terms of the Subscriber Agreement.

2. Town and Fire District's Obligations. The Town and the Fire District will:

- a. Pay all amounts invoiced by County, respectively, for subscriber fees within thirty (30) calendar days of receipt of the invoice.
- b. Pay all amounts invoiced by County, respectively, for radio purchase and system contribution within thirty (30) calendar days of receipt of the invoice. This amount is \$272,836.90 to be paid by the Town and \$83,202.72 to be paid by the Fire District. Any additional radio purchases under subsections 1.e and 2.b of this Agreement shall be reimbursed separately.
- c. Provide and pay for the maintenance of all CRIS system radios assigned to that Agency's employees or designees.
- d. Notify County in writing if additional radios are needed and whether County is requested to procure/purchase such radios. If Town or Fire District make the purchase, coordinate with County regarding programming and features to ensure correct radios are purchased.
- e. Notify County in writing of any respective increase or decrease in the number of primary subscribers to the CRIS as soon as it is known. Continue to reimburse County for any costs associated with subscribers to be deleted until such time as Cal OES/PSC ceases to charge County for same.

3. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but

only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

4. Term. This Agreement shall be in effect from the date of last execution set forth below and shall remain in effect until terminated as provided below.

5. Amendments. No alteration or variation in the terms of this Agreement shall be valid or binding unless made in writing and signed by the Agencies.

6. Termination. This Agreement shall remain in effect so long as the County is obligated to make payments to Cal OES/PSC for the CRIS under the Subscriber Agreement for radios assigned to and/or used by the Town or the Fire District. If the Town and/or Fire District wish to terminate this Agreement, the Agency desiring termination shall provide written notice to all non-terminating Agencies. The Agencies shall thereafter meet collectively, and County shall meet with Cal OES/PSC, to implement a modification to the Subscriber Agreement, where necessary, to exclude the terminating Agency or Agencies. Upon such exclusion, this Agreement may be terminated as to the excluded Agency or Agencies.

7. Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address during the term of this Agreement, shall be in writing and may be personally served, emailed or sent by prepaid first-class mail to the respective Agency as follows:

County of Mono:
Attn: Chris Mokracek
P.O. Box 696
Bridgeport, CA 93517
cmokracek@mono.ca.gov

Town of Mammoth Lakes:
Attn: Dan Holler
P.O. Box 1609
Mammoth Lakes, CA 93546
dholler@townofmammothlakes.ca.gov

Mammoth Lakes Fire Protection District:
Attn: Alex Tomaier
P.O. Box 5
Mammoth Lakes, CA 93546
ales@mlfd.ca.gov

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

IN WITNESS THEREOF, the County, the Town and the Fire District have executed this Agreement as of the date last shown below.

MONO COUNTY:

Rhonda Duggan, Board Chair

Date

APPROVED AS TO FORM:

COUNTY COUNSEL

TOWN OF MAMMOTH LAKES:

John Wentworth, Mayor

Date

APPROVED AS TO FORM:

TOWN ATTORNEY

MAMMOTH LAKES FIRE PROTECTION DISTRICT:

Roger Curry, Commission Chair

Date

APPROVED AS TO FORM:

DISTRICT COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: County Counsel and County Administrative Office

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Stacey Simon, County Counsel and
Mary Booher, Interim County
Administrative Officer

SUBJECT Adoption of Mono County
Administrative Manual

AGENDA DESCRIPTION:

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

Proposed resolution adopting a comprehensive Administrative Policy Manual governing internal county operations and transactions.

RECOMMENDED ACTION:

Adopt proposed resolution adopting Administrative Policy and Procedures Manual. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 7606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Resolution
Administrative Manual (Exhibit to Resolution)

History

Time	Who	Approval
8/10/2023 2:48 PM	County Counsel	Yes
8/9/2023 10:17 AM	Finance	Yes

8/10/2023 2:50 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck

Deputy County Counsels
Emily R. Fox
Jeffrey T. Hughes

**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

Date: August 15, 2023

Re: Adoption of Administrative Procedures Manual

Strategic Plan Focus Area(s) Met

A Thriving Economy Safe and Healthy Communities Mandated Function
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

Over the years the County has adopted a variety of policies and procedures covering topics from general County administration, travel and per diem, the use of County vehicles, to the purchase of goods and services, among others. These policies and procedures have never been codified in one location where they are accessible to staff and can be easily reviewed and updated when needed. As a result, it has been difficult for staff, and especially new employees, to find and become familiar with the many rules that govern the day-to-day internal operations and functions of the County and difficult for County administration to track needed revisions or updates.

To address this situation, over the past year, those existing policies and procedures have been compiled and formatted into a comprehensive Administrative Policies and Procedures Manual, which is proposed today for adoption by your Board. If adopted, the Manual would then be posted on the County's employee intranet site where it can be easily accessed. It should be noted that Robert Bendorf, of Municipal Resources Group (MRG), provided critical work, support and guidance in the completion of this effort his hard work is appreciated.

Once the existing policies and procedures were compiled and organized into the manual format, it was determined that certain topics were not adequately covered, and several new policies were drafted to fill some of the identified gaps. Other gaps were identified as requiring future work, but not priorities at this time. Work on those will continue following adoption of the Manual and staff will return to the Board for their incorporation into the Manual as they are finalized.

The table below illustrates which policies and procedures included in the version of the Administrative Procedures Manual proposed for Board adoption are existing (column 1), which are new and have not previously been adopted by the Board (column 2) and which are proposed for future development and adoption (column 3).

Existing Policies and Procedures Proposed to be Codified in Manual as part of Today's Action	New Policies and Procedures Proposed for Adoption as part of Today's Action	Policies and Procedures to be Incorporated into the Manual in the Future
General Administration		
A-1 Food and Beverage A-2 Electronic Signatures A-3 Records Retention A-4 Public Records on Private Devices and Accounts A-5 Social Media	A-6 Public Records Act Requests A-7 Animals in the Workplace A-8 Grant Applications	A-9 Authorization to Sign Documents A-10 Credit Card Issuance and Use
Budget and Fiscal Matters		
B-1 Investments B-2 Debt	B-3 Audits & Accounting B-4 Charges for County Services B-5 Budget & Financial Policy B-6 Year-End Audit Adjustments B-7 Recording Revenue B-8 Payment of Claims B-9 Fixed Assets	B-10 Cash Handling Procedures B-11 Budget Adjustments B-12 Interfund Transactions
Personnel and Payroll		
C-1 Mobile Devices C-2 Remote Work C-3 Lactation C-4 County ID Cards <i>Personnel Rules and related Policies are published separately</i>	C-5 Payroll C-6 Personnel Position Requests C-7 Employee Status Change	C-8 Reasonable Accommodation C-9 Alternative Work Schedules
Travel and Transportation		
D-1 Travel D-2 Vehicle Policy		
Facilities Management		
E-1 Use of Board Chambers E-2 Public Use of County Facilities	E-3 Real Estate Acquisition	E-4 Facilities Management E-5 Vending Machines E-6 County Flags E-7 Waste Disposal E-8 Facilities Closure
Privacy (HIPAA)		
<i>The County's HIPAA Policy is published separately</i>		
Board of Supervisors Meetings		
	G-1 Board of Supervisors' Agendas	
Information Technology		
H-1 Information Technology* H-2 Access Control H-3 Voice and Electronic Media		
Legislative Affairs		
	I-1 Legislative Affairs	
County Counsel Services		
J-1 County Counsel Services J-2 Litigation Hold J-3 Ethical Wall		
Assets, Property and Equipment		

	K-1 Requisitioning Office Supplies and Equipment K-2 Capital Assets	K-3 Property and Equipment K-4 County Owned Property Sale/Lease
Purchasing		
L-1 Contracting Process L-2 Short-Form Contracting		

One of the policies proposed for adoption (listed in the center column), could be considered to affect the terms and conditions of employment for Mono County employees (A-7: Animals in County Buildings and Vehicles). Accordingly, the County reached out to its employee bargaining units with a draft of this policy. Upon request of several bargaining units, the County met, conferred and negotiated in good faith to reach agreement regarding its contents. Based on feedback provided during those discussions, several changes were incorporated into A-7, and that updated version is now proposed for adoption.

If you have any questions regarding this item prior to your meeting, please feel free to call or email Stacey Simon or Mary Booher.

*This policy has existed and been followed for several years, but staff was unable to locate a date of approval or adoption.



R23-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
ADOPTING AN ADMINISTRATIVE POLICIES AND
PROCEDURES MANUAL FOR THE COUNTY OF MONO**

WHEREAS, over the years the County has adopted a variety of policies and procedures which govern topics from general administration to purchasing, use of County vehicles and more; and

WHEREAS, these policies and procedures have never been codified in a singular location where they are accessible to all staff and can be easily reviewed and updated as needed; and

WHEREAS, during the past year, the existing policies were compiled and formatted into a comprehensive Administrative Policies and Procedures Manual for adoption by the Board; and

WHEREAS, once the existing policies and procedures were compiled and organized, it became clear that certain topics were not covered and new policies and procedures were drafted to fill those gaps; and

WHEREAS, the Board of Supervisors now wishes to adopt the first Mono County Policies and Procedures Manual, which consists primarily of existing policies, but includes some newly-drafted policies as noted below, and which can be updated and added to in the future as to meet future needs;

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NOW, THEREFORE, the Board of Supervisors of the County of Mono hereby finds and resolves that the Mono County Administrative Policies and Procedures Manual attached hereto as an Exhibit and incorporated by this reference is hereby approved and adopted.

PASSED, APPROVED and ADOPTED this 15th day of August, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

ADMINISTRATIVE POLICY & PROCEDURES MANUAL

TABLE OF CONTENTS

Items in green are under development and not yet included

Section A General Administration

- A-1 Food and Beverage Reimbursement
- A-2 Electronic Signatures
- A-3 Records Retention
- A-4 Public Records on Private Devices and Accounts
- A-5 Social Media
- A-6 Public Records Requests
- A-7 Animals in the Workplace
- A-8 Grant Applications
- A-9 Authorization to Sign Documents
- A-10 Credit Card Issuance and Use

Section B Budget and Fiscal Matters

- B-1 Investments
- B-2 Debt Policy
- B-3 Audits and Accounting
- B-4 Charges for County Services
- B-5 Budget & Financial Policy
- B-6 Year End Audit Adjustments
- B-7 Recording Revenue
- B-8 Payment of Claims
- B-9 Fixed Assets
- B-10 Cash Handling Procedures
- B-11 Budget Adjustments
- B-12 Interfund Transactions

Section C Personnel and Payroll

- C-1 Mobile Devices
- C-2 Remote Work
- C-3 Lactation
- C-4 County ID Cards
- C-5 Payroll
- C-6 Personnel Position Requests
- C-7 Employee Status Change
- C-8 Reasonable Accommodation
- C-9 Alternative Work Schedules

Section D Travel and Transportation

- D-1 Travel
- D-2 Vehicles

Section E **Facilities Management**

- E-1 Use of Board Chambers
- E-2 Public Use of County Facilities
- E-3 Real Estate Acquisition
- E-4 Facilities Management
- E-5 Vending Machines
- E-6 County Flags
- E-7 Waste Disposal
- E-8 Facilities Closure

Section F **Privacy (HIPAA)**

- F-1 Privacy (HIPAA) Policy (*Published under Separate Cover*)

Section G **Board of Supervisors Meetings, Standing Committees**

- G-1 Board of Supervisors Agenda

Section H **Information Technology**

- H-1 Information Technology
- H-2 Access Control Policy
- H-3 Voice and Electronic Media Policy

Section I **Legislative Program**

- I-1 Legislative Affairs

Section J **County Counsel Services**

- J-1 County Counsel Services
- J-2 Litigation Holds
- J-3 Ethical Wall

Section K **Assets and Property and Equipment**

- K-1 Requisitioning Office Supplies and Equipment
- K-2 Capital Assets
- K-3 Property & Equipment
- K-4 County Owned Property Sale/Lease

Section L **Purchasing**

- L-1 Contracting Process
- L-2 Short-Form Contracts

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: FOOD AND BEVERAGE REIMBURSEMENT (NON-TRAVEL RELATED)	Policy Number: A-1	Page Number: Page 1 of 3
	Date Approved:	November 1, 2022 (R22-116)
	Revisions:	

BACKGROUND

The purpose of this policy is to provide written rules and guidelines to department heads and staff for expending public funds for food and beverages not associated with employee travel.

POLICY

Department heads are responsible for ensuring that food and beverage purchases are incurred only for authorized purposes and in the most economical means.

FOOD AND BEVERAGES FOR NON-TRAVEL-RELATED EVENTS/PURPOSES

The occasional provision of food and beverages at certain County meetings, trainings, interview panels and similar functions enhances participation and promotes employee morale.

From time to time, scheduled County functions overlap or run into a traditional meal period. In such circumstances, it is often more efficient and convenient to continue the meeting through the meal period by providing reasonable food and beverages to participants than it is to adjourn or reschedule the meeting.

The provision of food and beverages to members of the public and employees of other agencies in connection with their voluntary attendance at and participation in County functions, including but not limited to interview panels or advisory committees, promotes the County's ability to attract such attendance and participation.

1. The following policies and procedures promote the above purpose and intent:
 - A. **County staff meetings.** Beverages such as coffee, water and soft drinks and snacks such as cookies or fruit are allowed for scheduled County-wide or department staff meetings or other meetings approved by the CAO. Snacks will be reimbursed for up to one staff meeting per month for each department.
 - B. **Meetings running over a meal hour.** When there is insufficient time to adjourn for a meal, purchase of meals appropriate to the time of day is allowable for scheduled

meetings of County staff, mandated boards or other meetings, interview panels or training sessions approved by the CAO.

- C. **Functions with public participation.** Snacks or meals appropriate to the time of day may be provided at scheduled meetings, trainings, panels and educational and promotional presentations when they are hosted by Mono County employees, related to County programs or mandates and include participants who are not County employees.
- D. **Shifts exceeding 12 hours in a 24-hour period.** Meals eaten by an employee who is required to work 12 hours or more in any 24 hour period, where the employee's regular shift is fewer than 12 hours (i.e. an extended shift). One meal shall be reimbursed per extended shift to correspond with the time of day the meal was taken (i.e. breakfast, lunch, or dinner). This provision shall not apply where an employee's regularly-scheduled shift is equal to or exceeds 12 hours.
- E. **In-County meals.** A breakfast, lunch or dinner meeting held within the County and for the benefit of the County.
- F. **County-hosted events.** A meal associated with a conference, convention or meeting that benefits the County which is hosted by the department head or other County officer. Reimbursement of actual costs shall be made to the host, and to any duly-authorized delegate or representative attending the event, upon presentation of a claim for reimbursement.

2. Reimbursement Rates

- A. **Snacks and beverages.** Beverages and snacks shall be reimbursed at an amount up to 60% of the U.S. GSA rate for incidental expenses for Sacramento (\$3.00 as of the date this policy was adopted) per person. Rates shall be adjusted annually in accordance with any changes to the GSA rate for incidental expenses for Sacramento, without amendment to this policy.
- B. **Meals.** Except as provided below, qualifying meals shall be reimbursed at the United States General Services Administration (GSA) rate for Sacramento, receipts need not be provided. Rates shall be adjusted annually in accordance with any changes to the GSA rate for Sacramento without amendment to this Policy.
 - i. **Meals included in a conference or event registration fee.** For a meal or banquet included in an approved conference or event – reimbursement shall be for the actual cost of the registration and receipts shall be provided. There shall be no additional reimbursement unless the employee or official has a dietary restriction that is not accommodated as part of the conference or event, or the provided meal is a continental breakfast and a full breakfast is

purchased. In such cases, the employee or official shall be reimbursed at the above rate for the purchased meal.

- ii. **Meal expenses reimbursed by grant.** If meal reimbursement is made using grant funds and the rate of reimbursement provided by the grant is higher than the County rate, then reimbursement may be approved by the Finance Director at actual cost, not to exceed the rate authorized by the grant.
- ii. **Attendance numbers are uncertain.** The limits set forth in subdivisions A and B of this paragraph may be waived by the Finance Director where the snacks and beverages or meal is provided in conjunction with an event that is open to the public and the department is unable to determine actual attendance in advance of the event.

3. Procedures and Requirements

- A. **Claims for reimbursement.** Claims shall be submitted to the Finance Department with appropriate documentation including itemized receipts, a copy of the agenda or other documentation, and an estimate of the number of people attending.
- B. **Unused food and beverages.** If possible, unused food and beverages should be saved for use at a future qualifying function. Otherwise, it should be distributed in employee access areas or given to an appropriate operating division such as the jail. Snacks and beverages may not be distributed to participants for personal use.
- C. **Advanced authorization.** If an employee is unsure if the use of public funds is appropriate to provide food and beverages at a function, he or she should seek advanced approval from the CAO.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: ELECTRONIC SIGNATURES	Policy Number: A-2	Page Number: Page 1 of 3
	Date Approved: May 12, 2020 (R20-45)	
	Revisions:	

POLICY

The Board of Supervisors recognizes that, due to the availability of certain technology, communications, agreements, and other documents are frequently composed and executed within an electronic system. In order to utilize the available technologies to improve County efficiencies, the Board of Supervisors hereby establishes the following procedures for the use of facsimile, electronic, and digital signatures:

1. USE OF FACSIMILE SIGNATURES

Consistent with any resolution duly adopted by the Board of Supervisors pursuant to Section 25103 of the California Government Code, the use of a facsimile signature of the Chairperson of the Board is authorized for use on all copies of resolutions, orders, ordinances, letters, contracts, minutes, and records of this Board, upon which the Chairperson has been authorized, empowered, or instructed to sign by order or resolution of the Board, or as otherwise authorized by ordinance or statute. The Chairperson may delegate the affixing of his/her facsimile signature to the Clerk of the Board of Supervisors or his/her duly qualified deputies, by executing a document approved as to form by the County Counsel, reciting the delegation and setting forth what shall be considered his/her signature.

2. USE OF ELECTRONIC AND DIGITAL SIGNATURES.

A. Definitions

- i. “Electronic Signature” means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. The Uniform Electronic Transaction Act (“UETA”) authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. (Cal. Civ. Code §1633.1-1633.17.)
- ii. “Digital Signature” means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. For purposes of this

section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

- B. Further Discussion of Electronic and Digital Signatures. The UETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency, when both parties agree to its use. (Cal. Civ. Code Section 1633.1 – 1633.17.) The electronic signature must be supported by evidence that the signature is the act of the intended person. An agreement executed with an electronic signature has the same legal enforceability as a wet signature, subject to documents that are exempt.

A digital signature is a type of electronic signature with strict security requirements that may be used to execute certain written communications and agreements with the County if it satisfies the requirements of Cal. Gov. Code Section 16.5, et. seq. and Title 2, division 7 Chapter 10 of the California Code of Regulations (2 C.C.R. §§ 22000 – 22005). The signatures must be (1) unique to the person using it; (2) capable of verification; (3) under the sole control of the person using it; and (4) must be linked to the data in such a way that if the data is changed the signature will be invalidated.

- C. Procedures for Use of Electronic or Digital Signatures.

- i. System Approval. The system used for the creation of the electronic signature must be approved by the Mono County Information Technology Department and otherwise be in accordance with California law. For purposes of express agreements and contracts between the County a third-party, when the parties to an agreement desire to use electronic signatures for executing the agreement, a term shall be included in the agreement or contract to memorialize the use of electronic signatures for the execution of the agreement or contract. Absent such terms in an agreement or contract, the agreement or contract must be executed with the wet signatures of the parties.
- ii. Submission for Approval and Execution. Once the electronic agreement or contract is complete and has been digitally signed by the duly authorized representative(s) of the other party(ies), it may be submitted for execution by the Board of Supervisors, or the individual who has the delegated authority to bind the County for that type of agreement or contract.
- iii. Retention. The executed electronic agreement or contract must be maintained within a County approved secure retention process. The secure method of retention of the final agreement or contract must lock the document so as to prevent any changes to the final executed agreement or contract.
- iv. Change or Error In Electronic Record. If a change is needed or an error is being corrected within the electronic record of the fully executed agreement or contract, that change or correction will comply with the

requirements of Cal. Civ. Code Section 1633.10 or will be addressed through an amendment to the agreement or contract.

D. Exemptions. Electronic signatures may not be used in all situations. Documents that may not be executed or otherwise completed using electronic signatures include, but are not limited to, (1) the enactment or adoption of laws or ordinances governing the creation and execution of wills, codicils, or testamentary trusts; (2) certain transactions governed by the Uniform Commercial Code; (3) laws requiring specifically that identifiable text or disclosures in a record or portion of a record be separately signed, including initialed, from the record; and (4) certain transactions governed by the Business and Professions Code. (Cal. Civ. Code Section 1633.3.) A list of documents that may not be signed with an electronic or digital signature pursuant to the UETA, and thus is prohibited to be executed with electronic or digital signature per this Board Policy A-1, is specified in Attachment I (List of Excluded Documents and Instruments), which is incorporated herein by this reference.

**ATTACHMENT 1
TO
BOARD POLICY NO. A-1:
AUTHORIZATION OF USE FACSIMILE, ELECTRONIC, AND DIGITAL
SIGNATURES**

LIST OF EXCLUDED DOCUMENTS AND INSTRUMENTS

1. Documents/Instruments Excluded Pursuant to the Civil Code.
 - a. Creation and execution of wills, codicils, or testamentary trusts. (Civ. Code § 1633.3(b)(1).)
 - b. Documentation required for the foreclosure of a mortgage or deed of trust. (Civ. Code §§ 2924b, 2924c, 2924f, 2924i, 2924j, 2924.3, 2937.)
 - c. When a law requires that specifically identifiable text or disclosures must be signed or initialed separately. (Civ. Code § 1633.3(b)(4).)
 - d. Requests to obtain medical information. (Civ. Code § 56.11.)
 - e. Genetic test results. (Civ. Code § 56.17.)
 - f. Notices related to the Mobile home Residency Law. (Civ. Code § 798.14.)
 - g. Notice of blanket encumbrance on real property. (Civ. Code § 1133.)
 - h. Statement of defects in a transfer of real property. (Civ. Code § 1134.)
 - i. Cancellation or rescission of a home solicitation contract or offer. (Civ. Code §§ 1689.6, 1689.7, 1689.13.)
 - j. Home equity sales contracts. (Civ. Code § 1695.)
 - k. Debit or credit obligations. (Civ. Code § 1720.)
 - l. Consumer credit reporting agency documents. (Civ. Code §§ 1785.15, 1789.14, 1789.16, 1793.23.)
 - m. Retail installment contracts. (Civil Code § 1801 et seq.)
 - n. Notices for sales from non-payment of judgement or unclaimed property. (Civ. Code §§ 1861.24, 1862.5.)
 - o. Loans. (Civ. Code §§ 1917.712, 1917.713.)
 - p. Rental applications with credit reports and notices. (Civ. Code §§ 1950.6, 1983.)
 - q. Liens on vehicles. (Civ. Code § 3017.5.)
 - r. Common interest developments. (Civ. Code § 4000.)
 - s. Commercial and industrial common interest developments. (Civ. Code § 6500.)

2. Documents/Instruments Excluded Pursuant to the Uniform Commercial Code.

Generally, documents and instruments described in Divisions 1, 3, 4, 5, 8, 9, and 11 of the Uniform Commercial Code.

 - a. Transactions subject the General Provisions, Division 1 of the UCC commencing with Section 1101.
 - b. Negotiable Instruments subject to Division 3 of the UCC commencing with Section 3101.
 - c. Bank Deposits and Collections subject to Division 4 of the UCC commencing with Section 4101.
 - d. Letters of Credit subject to Division 5 of the UCC commencing with Section 5101.

- e. Investment Securities subject to Division 8 of the UCC commencing with Section 8101.
 - f. Secured Transactions subject to Division 9 of the UCC commencing with Section 9101.
 - g. Funds Transfers subject to Division 11 of the UCC commencing with Section 11101.
3. Telephone solicitation (Bus. & Prof. Code § 17511.5.)
 4. Financial Code
 - a. Certain provisions of premium finance agreements/right to cancel. (Fin. Code § 18608 (b).)
 - b. Liens on moto vehicles and disposition of repossessed vehicles. (Fin. Code §22328.)
 5. Health Care Service Plan documents. (H&S Code §§ 1358.15, 1365, 1368.01, 1368.1, 1371, 18035.5.)
 6. Individual and group disability policies. (Ins. Code § 786.)
 7. Termination of utility service for nonpayment. (P.U.C. §§ 779.1, 10009.1, 10010.1, 12823.1, 16482.1.)
 8. Brokering agreements for manufacturers, transporters, and dealers of vehicles. (Veh. Code § 11738.)
 9. Any notice that is required to be sent when obtaining possession of real property. (C.C.P. § 1162.)

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject:	Policy Number:	Page Number:
RECORDS RETENTION	A-3	Page 1 of 41
	Date Approved:	May 10, 2022 (R22-038)
	Revisions:	

PURPOSE

The County of Mono generates, receives, handles and maintains many records in the performance of its business activities as a public entity and in turn has an obligation to maintain County records in accordance with government laws and regulations and accepted records management practices.

There are significant costs to maintaining records beyond their useful life as such records otherwise take up space in the County’s offices and the Mono County Record Retention and Destruction Policy (“Policy”), which is attached as sections 1 through 4, and incorporated herein by this reference, is intended to:

- (1) Establish consistent procedures throughout the County for the management, retention, and destruction of records; and
- (2) ensure compliance with laws that govern the retention and destruction of those records

Sections 26200 et seq. of the Government Code provide the relevant procedures for destroying County records and pursuant to section 26201 of the Government Code, the Board may authorize destruction or disposition of duplicate records, papers, or documents the originals or permanent photographic reproductions of which are on file with any officer or department of the County.

Pursuant to section 26205.1(a) of the Government Code, the Board may delegate to County officers the authority to destroy any non-judicial public record, paper, or document if the record, paper, or document is photographed, micro photographed, microfilmed, or otherwise reproduced in accordance with State law; including, but not limited to, section 12168.7 of the Government Code.

Pursuant to section 26205.1(b) of the Government Code, the Board may delegate to County officers the authority to destroy any record not prepared or received pursuant to state statute without creating an alternate copy.

Pursuant to section 26202 of the Government Code, the Board may, by a four-fifths vote, authorize the destruction of records prepared or received pursuant to state or federal statute where those records have been maintained for the required period of time and the Board has determined the retention of those records is no longer necessary or required for County purposes

Retention schedules are used by public entities across the State of California and are an appropriate mechanism for the Board to proactively make the determination under section 26202 of the Government Code as to when various categories of records will no longer be necessary or required for County purposes and thereby improve the efficiency of records management.

There are some County records that are required by law to be filed and preserved and of which the board may not authorize destruction, and it is necessary and appropriate to identify those records and specify how long they must be retained.

PROCEDURE

1. Process

- A. The County officer authorizing destruction or disposition must determine that the record has no further administrative value.
- B. All records dated 1910 and earlier and all other records of possible historical significance which are not otherwise retained by the county as historically significant records shall be offered to local historical societies in Mono County and then to the State of California Historical Preservation Commission or other state historical societies for preservation for historical purposes. If the offer is refused or not acted upon within thirty (30) days, the records may be destroyed pursuant to this resolution. Alternatively, to destruction, the records may be given to any member of the public.
- C. Where federal or state funds have been furnished, authority to destroy a record must be secured from the appropriate federal or state agency if the record is required to be retained by the terms of the agreement or law by which the funds have been furnished.
- D. Reproduction means preserved in any form of communication or representation, including optical, electronic, magnetic, micrographic, or photographic media or other technology capable of accurately producing or reproducing the original record, in accordance with regulations adopted by the California Secretary of State for the preservation and reproduction of the medium.
- E. Authorization or requirement for reproduction means:
 - i. The device used to reproduce the record, paper, or document on film, optical disk, or any other medium is one which accurately reproduces the original in all details and which does not permit additions, deletions, or changes to the original document images.
 - ii. The reproduction is placed in conveniently accessible files, and provision is made for preserving, examining, and using the files, either permanently or for the stated time period.
 - iii. Every reproduction shall be deemed to be an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.
- F. The term "record" means and includes all official or non-official, non-judicial documents, papers, audio recordings, records, documents, books, and files in the custody of County officers. Authorization for destruction of a record after a term of years of retention as set forth herein does not require the destruction of any record at the end of any such term of years, and the record may be retained for a longer period for the convenience of the County officer.
- G. Records that are related to litigation (Litigation Hold), whether asserted, threatened, pending, or ongoing, shall not be destroyed until the litigation has terminated and/or in accordance

with Article II of this resolution, whichever is later.

- H. The Resolutions, minutes, audio tape recordings and other similar documents of Mono County Boards, Commissions and Committees which are subject to the Brown Act are governed by Article III for the Clerk of the Board Section 3.4.
 - I. Destruction of duplicate copies is authorized pursuant to Government Code § 26201.
 - J. This Policy supersedes and replaces in entirety, Mono County Board of Supervisors' Resolution No. R01-04 Authorizing the Destruction of Certain District Attorney Office Records, Documents, Instruments, Books, and Papers Pursuant to Government Code section 26205.1 and Resolution No. R09-69 Authorizing the Destruction of Certain Clerk of the Board Records Pursuant to Government Code section 26202.
2. The following documents and special conditions are applicable to all County Officers if the record is not covered under Section 3 (Board of Supervisors approval not required unless otherwise specified – Govt. Code, §26205.1.

Section	Description of Record(s)	Conditions	Retention	Citation
2.1.1	DUPLICATE copies of documents WITH THE EXCEPTION of duplicate copies of the deposit permits or deposit receipts retained by the Clerk/Auditor/Controller at the time of issuance thereof and copies of inventories required by Section 24051 of the Government Code which the officer must retain for five years and deliver to the successor in office.	The original or a permanent reproduction is in the files of any officer or department of this County.	Immediately IF original is preserved.	Govt. Code § 26201
2.1.2	Records which were not prepared or received pursuant to state statute or county ordinance, and not required by law to be filed and preserved, including but not necessarily limited to the following: documents, forms or records made as supporting data for reports; resumes or other records whether or not the data is	The records are over two years old. No copy need be retained.	2 years.	Govt. Code § 26205.1(b)

	actually included in such report, resume or other record; time sheets, individual			
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	overtime slips and other records kept in support of payrolls by departments other than the Auditor's office (see section 3.2.9 and 3.2.10 for payrolls records pertaining to Auditor); automobile mileage reports; forms developed and maintained for departmental use only; letters or other records of requests from the public for information only and replies thereto; information compiled or collected for statistical reports or budget preparation and like records.			
2.1.3	Records which were prepared pursuant to state statute or County ordinance, but not expressly required by law to be filed and preserved and not otherwise addressed in Article III.	The records are over two years old. Requires 4/5th vote of the BOS, finding records are no longer needed for County purposes. No copy need be retained.	2 years from date record was created. *NOTE: any record which falls under this category and is not expressly mentioned in Article III will need to be brought to the Board separately and destruction will need to be	Govt. Code § 26202

			approved by a 4/5 th vote.	
2.1.4	Records which are expressly required by law to be filed and preserved.	Hard copy record may not be destroyed unless accurately reproduced in a format that preserves all details and does not permit additions, deletions, or changes to the original document images and the reproduction is placed in conveniently accessible files, and provision is made for preserving, examining and using the files on a permanent basis.	Permanent (hardcopy or the reproduction).	Govt. Code § 26205.1
2.1.5	Recordings of routine video monitoring, by a video or electronic imaging systems designed to record the regular and ongoing operations of the department, including mobile in-car video systems, jail observation and monitoring systems, and building security taping systems.	Recordings have been kept for 1 year.	1 year.	Govt. Code § 26202.6

2.1.6	Recordings of the routine daily recording of telephone communications to and from a county and maintained by the Department. (Does not include voicemail).	Recordings have been kept for 100 days and written approval of County Counsel has been obtained. 100 days.	100 days. (Requires County Counsel approval).	Govt. Code § 26202.6
2.1.7	Inventories filed by county officers or persons in charge of any office, department, service or institution of the County and the executive head of special districts whose affairs and funds are under supervision and control of the BOS or for which the board is ex officio.	Have been on file for more than five years. OR Document has been reproduced in accordance with section 26205.1.	5 years. OR Until reproduced in accordance with Section 26205.1.	Govt. Code §§ 24051, 26205.1
2.1.8	Original deeds granting property to Mono County or any special district governed by the BOS.	Do not destroy under any circumstances.	Permanent.	
2.1.9	Voicemails (including voicemails forwarded to email).		No retention necessary	

3. The following documents and special conditions applicable to specific county departments (Board of Supervisors approval not required unless otherwise specified) (Govt. Code, §26205.1)

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Treasurer/Tax Collector	3.20

Section	Description of Record(s)	Conditions	Retention/Destruction	Citation
3.1.1 (Assessor)	Any document not otherwise specified, including but not limited to documents containing information obtained from taxpayers.	Six years have elapsed since lien date for the taxes or tax year for which the document or information was obtained. OR Document has been preserved and is retrievable pursuant to R&T §465.	6 years. OR Immediately if preserved in a medium that provides access to the documents.	R&T Code § 465
3.1.2 (Assessor)	Affidavits claiming an exemption, for the first time, pursuant to section 254.5, 257 and 277.	Six years have elapsed since the lien date of the tax year for which the exemption was last granted. AND Document has been preserved and is retrievable in accordance with R&T	6 years. AND Document has been preserved and is retrievable in accordance with R&T §465.	R&T Code § 465

		§465.		
3.1.3 (Assessor)	Lot books.	The records are reproduced & placed in conveniently accessible files.	Until reproduced and reproductions are in publicly accessible files.	R&T Code § 1256; Govt. Code § 26205.1

3.2.1 (Auditor)	County, school or special district claims, warrants or any other paper issued as a warrant voucher.	The record is over five years old. OR The record has been reproduced in accordance with Gov't Code § 12168.7 & the reproduced records are in conveniently accessible files and kept for five years from the date of the document.	5 years. OR At any time after the record has been reproduced in accordance with Gov't Code § 12168.7 & the reproduced records are in conveniently accessible files and kept for 5 years from the date of the document.	Govt. Code § 26907
3.2.2 (Auditor)	The Index or Warrant Register.	The record is over five years old. OR A photographic record has been made of the record.	5 years. OR At any time after a photographic record has been made of the record. (An index or warrant register that is over 5 years old may be destroyed without being reproduced).	Govt. Code § 26907
3.2.3 (Auditor)	County, school or special district bonds or coupons.	Bonds or any and all coupons pertaining thereto have been paid or cancelled for not less than five years.	5 years after paid or canceled.	Govt. Code §§ 53921 & 26907.1
3.2.4 (Auditor)	Auditor's copies of County deposit permits.	The record is more than five years old.	5 years.	Govt. Code § 26907.2
3.2.5 (Auditor)	Statements & affidavits of salaried County officers regarding fees collected as required by Chapter 8 of the	The records are more than five years old. OR At any time after the records have been reproduced if the copy is kept and maintained for five years.	5 years. OR Until reproduced (copies must be kept for 5 years).	Govt. Code §§ 24356 and 26907

	Government Code, commencing with § 24350.			
3.2.6 (Auditor)	Any original unsecured tax roll containing the information set forth in the delinquent roll or abstract list.	The record has been certified as correct and complete by the Auditor; a certified permanent record on a substitute media has been prepared in accordance with Gov't Code § 26205; and the substitute media will be retained for at least 5 years from the date of the creation of the original document.	5 years. OR Immediately once certified by the Auditor as correct and reproduced and maintained for 5 years in accordance with Gov't Code § 26205 (reproduction may be destroyed after five years).	R&T Code § 2928

3.2.7 (Auditor)	Fiscal, statistical & other records necessary for maintaining accountability & meeting reporting requirements related to the administration of public social services.	Three years have elapsed since the date of the final expenditure report. OR Record has been reproduced and is stored electronically. Cannot be destroyed if Audit findings have not been resolved.	3 years from date final expenditure report submitted. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed). Cannot be destroyed if Audit findings have not been resolved.	WIC § 10851(c)(f)
3.2.8 (Auditor)	Statements of assets in Treasury.	Original quarterly and annual reports are filed with the Clerk and another copy of each is posted and maintained in the Auditor's office for at least one quarter.	At least 1 quarter after filing copy with the Clerk of the Board of Supervisors.	Govt. Code §§ 26920, 26922

3.2.9 (Auditor)	All records used to support payroll transactions.	6 years have elapsed since the close of the calendar year in which the final payment is made.	6 years after the end of the calendar year in which the record was created.	Govt. Code § 26202
3.2.10 (Auditor)	Payroll Masters – Year-end report for all yearly payroll activity for all departments.	10 years have elapsed since the end of the calendar year in which the record was created.	10 years after the end of the calendar year in which the record was created.	Govt. Code § 26202
3.3.1 (Behavioral Health)	Records, including narrative portions of the records, pertaining to health care services rendered under Medi-Cal or any other health care program administered by the department or its agents/contractors, including services rendered, recipient of services, date of service & any additional information legally required to be kept.	10 years have passed from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later. OR Immediately upon reproduction and electronic storage (and then after 10 years have passed from the final date of the contract period, from the date of completion of any audit or from the date the service was rendered, whichever is later, can be destroyed). * Cannot be destroyed if another statute requires a longer retention period.	10 years from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations. OR Immediately upon reproduction and electronic storage (and then after 10 years have passed from the final date of the contract period, from the date of completion of any audit or from the date the service was rendered, whichever is later, can be destroyed). * Cannot be destroyed if another statute requires a longer retention period. * Records shall be retained beyond the 10-year period when the Department is notified by the	WIC § 1412.1 42 CFR §438.3

		* Records shall be retained beyond the 10-year period when the Department is notified by the County or the State Department of Health and Human Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.	County or the State Department of Health and Human Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.	
3.3.3 (Behavioral Health)	Patient/Client health service records, kept by a licensed psychologist, professional clinical counselor, licensed clinical social worker or a marriage & family therapist.	If the records pertain to a client whose therapy has terminated on or after January 1, 2015 and 10 years have elapsed since the date the client/patient last received therapy services or treatment and any audits have been completed. OR If the client/patient is an unemancipated minor when services were rendered, the file must be kept at least for 10 years after the minor turns 18.	10 years after the date the client last received services or treatment and any audits have been completed. OR If the client/patient was an unemancipated minor when services were rendered, the file must be kept at least 10 years after minor turns 18. *This retention period applies only to the records of a client or patient whose therapy is terminated on or after January 1, 2015. *Records may be retained in either electronic or written format.	22 CCR § 77143 H&S Code § 123145 Bus. & Prof. Code §§ 2919, 4980.49; 4989.51, 4993,4999.75.
3.3.4 (Behavioral Health)	Fiscal, statistical and other records necessary for maintaining accountability and meeting reporting requirements relating to the administration of public	Three years have elapsed since the date of the final expenditure report. OR Record has been reproduced and is stored electronically. Cannot be destroyed if Audit findings have not been resolved.	3 years from date final expenditure report submitted. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed). Cannot be destroyed if Audit findings have not been resolved.	WIC § 10851(c),(f)

	services.			
3.3.5 (Behavioral Health)	DUI participant case files	48 months have elapsed since one of the following and: Individual has been transferred to another DUI program; Individual has been dismissed from the program; OR Notice of Completion Certificate has been issued.	48 months have elapsed since one of the following: Individual has been transferred to another DUI program; Individual has been dismissed from the program; OR Notice of Completion Certificate has been issued.	9 CCR § 9866
3.4.1 (Clerk of the Board)	Contracts & original specifications of County buildings.	The building to which the records apply has been completed for over ten years.	10 years.	Govt. Code §§25101, 26202; CCP §337.15

3.4.2 (Clerk of the Board)	Resolution Books; Minute Books; Ordinance Books; Board agendas & packets; records and accounts of supervisors.	Permanent. (Can be reproduced and retained electronically)	Permanent. (Can be reproduced and retained electronically).	Govt Code §§ 25102, 25102.1, 25104, 25105
3.4.3 (Clerk of the Board)	Contracts and agreements not relating to public improvements.	Four years has elapsed since the expiration of term and no legal action pending.	4 years after term ends (if no legal action pending).	Govt. Code § 26202, CCP § 337
3.4.4 (Clerk of the Board)	Assessment Appeals Board files.	Five years have elapsed since final AAB action and no legal action is pending involving the application. OR Records have been	5 years after final AAB action (if no legal action pending). OR 3 years (if reproduced).	Govt. Code § 25105.5

		reproduced & three years have elapsed.		
3.4.5 (Clerk of the Board)	Audio or video recordings of official proceedings of a public body subject to the Brown Act.	Two years have elapsed since the date of the recording.	Indefinitely.	Govt. Code § 54953.5
3.4.6 (Clerk of the Board)	Claims against County or special district for which the Board of Supervisors is the governing body.	Five years have elapsed since final Board action and no legal action is pending involving the application.	5 years (if no legal action pending).	Govt. Code § 25105.5
3.4.7 (Clerk of the Board)	Correspondence received (not requiring action).	2 years have elapsed since receipt of correspondence.	2 years.	Govt. Code § 26202
3.4.8 (Clerk of the Board)	Any document containing information obtained from taxpayers.	Six years have elapsed since lien date for the taxes for which the information was obtained. OR Three years have elapsed since such lien date and the records are reproduced.	6 years. OR 3 years if reproduced.	Rev. & Tax Code §§ 465
3.5.1 (Community Development)	Building Permits	Kept for the life of the building or reproduction has been made and is accessible and reproduction is kept for life of building.	Life of the building. OR May be destroyed at any time provided a reproduction is made and retained. Reproduction must be kept for the life of the building.	H&S Code §19850; Govt Code § 26205

3.5.2 (Community Development)	Zoning Maps or Maps referencing Land Use Designations.	May not be destroyed unless reproduced and the reproduction is placed in conveniently accessible files, and provision is made for preserving, examining and using the files on a permanent basis.	Permanent. OR Until reproduced and the reproduction is in conveniently accessible files and available for use on a permanent basis.	Govt. Code § 26205.1
3.5.3 (Community Development)	Environmental Documents (CEQA) including: Initial Study Negative Decs. EIR's Technical Studies	May not be destroyed unless reproduced and the reproduction is placed in conveniently accessible files, and provision is made for preserving, examining and using the files on a permanent basis.	Permanent. OR Until reproduced and the reproduction is in conveniently accessible files and available for use on a permanent basis	Govt. Code § 26205.1
3.6.1 (Coroner)	The official file for each deceased person required by Gov't Code § 27463.	The Coroner's investigation is completed, the case is closed, and the record is reproduced and placed in conveniently accessible files.	Until reproduced and placed in conveniently accessible files (after investigation completed and case closed).	Govt. Code § 27463.5
3.6.2 (Coroner)	Blood and urine samples from persons killed as result of motor vehicle accident.	Detailed medical findings resulting from chemical examinations must be reduced to writing or permanently preserved on recording disks or similar recording media.	Permanent.	Govt. Code § 27491.25
3.7.1 (County Clerk)	Fictitious business name statement.	The statements have expired and four years have elapsed since the expiration.	4 years after expiration.	Bus. & Prof. Code § 17927(a)
3.7.2 (County Clerk)	Statements of abandonment of fictitious business name or withdrawal from partnership operation under fictitious business name	At the same time the fictitious business name statement to which it relates is destroyed.	Until fictitious business name statement is destroyed.	Bus. & Prof. Code §§ 17927 (a) & 17927(b)

	and proof of publication.			
3.7.3 (County Clerk)	Official Oath filed by a Notary Public.	One year has elapsed since the expiration of the term of the commission for which the oath was taken.	1 year after expiration of the commission for which the oath was taken.	Govt. Code § 8213

3.7.4 (County Clerk)	All public papers of any Notary Public who dies, resigns, is disqualified, removed from office, or allows his commission to expire without reappointment within 30 days.	More than ten years have elapsed since records were deposited, no request for or reference to such records has been made, and an order of the court is first obtained.	10 years (if court order obtained and no request for/reference to records have been made).	Govt. Code § 8209
3.7.5 (County Clerk)	Certificates of Confidential Marriages.	After one year if reproduced.	1 year (if reproduced).	Family Code § 511
3.7.6 (County Clerk)	Grand Jury Reports and Responses.	Permanent record. Do not destroy.	Permanent.	Penal Code § 933(c)
3.7.7 (County Clerk)	Statements of Cash in Treasury (filed with Clerk by Auditor)		2 years.	Govt. Code §§ 26920, 26922, 26205.1
3.7.8 (County Clerk)	Deputy Oath.	5 years have elapsed since the date of revocation of the appointment of the deputy.	5 years after the date of revocation of appointment. (No reproduction need be made or preserved).	Govt. Code §§ 24102 (a),(d)

3.7.9 (County Clerk)	Process Server's Certificate of Registration.	The certificate of registration has been kept for three years past the expiration date of the certificate.	The cert. of registration retained for 3 years following the expiration date of the cert., after which the cert. may be destroyed if scanned or if the conditions in Gov. Code § 26205.1 are met. If cert. is scanned, the image shall be retained for 10 years, after which time that image may be destroyed and no reproduction thereof need be made or preserved.	Bus. & Prof. Code § 22351(c)
3.7.10 (County Clerk)	Professional Photocopier application for registration.	The application for registration has been kept for a period of three years past the expiration date.	Application for registration shall be retained for 3 years past its expiration date, after which time it may be destroyed if it is scanned or if the conditions in Gov. Code 26205.1 are met. If it is scanned, the scanned image shall be retained for 10 years. After which time image may be destroyed & no reproduction need preserved.	Bus. & Prof. Code § 22452(c)

3.7.11 (County Clerk)	Unlawful Detainer Assistants & Legal Document Assistants application for registration.	The application for registration has been kept for a period of three years following the expiration date of the application.	The County clerk shall retain the application for a period of 3 years following the expiration date of the application, after which time the application may be destroyed if it is scanned or if the conditions specified in Gov. Code 26205.1 are met. If the application is scanned, the scanned image shall be retained for a period of 10 years, after which that image may be destroyed and no reproduction need be made or preserved.	Bus. & Prof. Code § 6403(e)
3.7.12 (County Clerk)	<i>Applications</i> for Vital Records: (Includes requestor & registrant information for requests for vital records.)	The application has been kept for a period of two years after receipt by the County.	2 years.	Govt. Code § 26202; See H&S Code §§10227 5-102395
3.8.1 (County Counsel)	Assessment Appeal Files (e.g., records for appeals of property tax amount, including owner's appeal, BOE decisions or findings, attorney notes, etc.).	Six years have elapsed since matter was closed.	6 years.	Code of Civil Proc. §§338, 341, et seq.; Govt. Code §25205; R&T Code §465
3.8.2 (County Counsel)	Bail Bond Motion Files (e.g., records of bail summary judgments, receipt of payments, proof of transfer of funds to court, attorney notes, etc.).	Two years have elapsed since matter was closed.	2 years.	PC § 1305 Govt. Code § 26205.1

3.8.3 (County Counsel)	Code Enforcement or Admin Appeal Hearing Case Files (e.g., petitions, orders, notices, pictures, attorney notes, etc.).	Five years have elapsed since matter was closed.	5 years.	Govt. Code § 26205.1
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3.8.4 (County Counsel)	Human Resources Case Files (e.g., grievances, writs, disciplinary actions, federal or state litigation matters, attorney notes, etc.).	10 years have elapsed since matter was closed or since separation from the County services (whichever is later).	10 years after matter is closed or separation from County (whichever is later).	Govt. Code §§ 12946, 26205.1
3.8.5 (County Counsel)	Juv. Dependency Case Files (e.g., petitions filed pursuant to WIC, birth certificates, notices, citations, orders, social worker reports, ex parties, court reports, parent locator discovery reports, ICWA documents, minute orders, paternity tests, attorney notes, etc.).	Matter is closed + child reaches 28 years of age.	File shall be retained until the child reaches 28 years old.	Govt. Code § 68152(g); WIC § 826(a)
3.8.6 (County Counsel)	Litigation Case Files (e.g., records related to County action in civil and criminal cases or actions involving property such as eminent domain, including briefs,	Ten years have elapsed since matter was closed.	10 years.	Govt. Code § 26205.1

	court proceedings, pleadings, investigative materials, petitions, notices, attorney notes, etc.).			
3.8.7 (County Counsel)	Conservatorship Case Files (e.g., records related to LPS or Probate conservatorship matters, including petitions, accountings, correspondence, court orders, letters of conservatorship, attorney notes, etc.).	Five years have elapsed since the matter was closed.	5 years.	CCP §§338, 337 et seq.; Govt. Code §§ 945, 25105.5; PC §832.5

3.8.8 (County Counsel)	County Department/District files (e.g., correspondence, memoranda, research, etc.).	Five years have elapsed since matter was closed.	5 years.	Govt. Code § 26205.1
3.9.1 (District Attorney)	Crime and supplemental reports, complaints, and files.	10 years has elapsed since record or file has been closed or adjudicated; it does not relate to an unadjudicated crime; it does not relate to unserved warrants; it does not relate to a criminal death case; and	10 years after close or adjudication of case provided record is not related to an unadjudicated crime, unserved warrant, criminal death case, and is not presently the subject of either civil or criminal litigation.	Govt. Code § 26205.1

		it is not presently the subject of either civil or criminal litigation.		
3.9.2 (District Attorney)	Miscellaneous noncriminal reports.	3 years have elapsed since the record or file has been closed.	3 years.	
3.10.1 (Human Resources)	Any personnel or employment record or file made or kept by County (including but not limited to requests for reasonable accommodation application forms submitted by applicants & other records having to do with hiring, promotion, demotion, transfer, layoff, or termination, rates of pay or other terms of compensation & selection for training).	Two years have elapsed since the date of the making of the record or the personnel action involved.	Record shall be preserved for a period of 2 years from the date of the making of the record or the personnel action involved, whichever occurs later.	Title 29, Chpt XIV, § 1602.31 CFR; Govt. Code §12946
3.10.2 (Human Resources)	Terminated Employee Files.	Seven years have elapsed since the end of employment.	7 years.	Title 29, Chpt XIV, § 1602.31 CFR; Govt. Code §12946

3.10.3 (Human Resources)	EE0-4 Reports – annual report req'd by federal law.	Three years have elapsed since the report was created.	3 years.	Title 29, Chpt XIV, § 1602.30 CFR
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3.10.4 (Human Resources)	MOU agreements negotiated between County & employee bargaining units.		Permanent.	
3.11.1 (Probation)	Records relating to individual minors.	Five years have elapsed since the termination of jurisdiction of the juvenile court over the minor.	5 years.	WIC § 826(a)
3.11.2 (Probation)	Records related to any person over 18.	Five years have elapsed since the termination of probation.	5 years.	Penal Code § 1203.10
3.12.1 (Public Health)	Rabies Control Records.	10 years have elapsed since the date record was created.	10 years.	Gov't Code § 26202
3.12.2 (Public Health)	X-ray photographs and case records taken with regard to tuberculosis.	The records are more than five years old and: 1. They do not show the existence of tuberculosis in the infectious stage; 2. The individual to whom the records pertain has been deceased more than two years, would be 102 years old according to date of birth as shown on the record; or 3. The person's place of residence has been	5 years (if the records do not show the existence of tuberculosis in the infectious stage; or the individual to whom the records pertain has been deceased more than two years, would be 102 years old according to date of birth as shown on the record; or the person's place of residence has been unknown for over 10 years). * The records may be offered to a public or private medical library instead of being destroyed.	H&S Code § 123150

		unknown for over 10 years.		
3.12.3 (Public Health)	Women, Infants & Children (WIC) program records.	<p>Ten years have elapsed since the date of the final expenditure report for the period to which the report pertains.</p> <p>* Cannot be destroyed if any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three- year period.</p> <p>* If FNS deems any of the program records to be of historical interest, it may require the State or local agency to forward such records to FNS whenever either agency is disposing of them.</p>	<p>10 years after date of the final expenditure report for the period to which the report pertains.</p> <p>* Cannot be destroyed if any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the 3-year period.</p> <p>* If FNS deems any of the program records to be of historical interest, it may require the State or local agency to forward such records to FNS whenever either agency is disposing of them.</p>	7 CFR § 246.25

<p>3.12.4 (Public Health)</p>	<p>Records pertaining to health care services rendered under CMAA, Medi-Cal or any other health care program administered by the department or its agents or contractors, including services rendered, recipient of services, date of service and any additional information required by law to be kept by said Department.</p>	<p>10 years have passed from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later. OR Immediately upon reproduction and electronic storage (and then after ten years can be destroyed).</p> <p>* Cannot be destroyed if another statute requires a longer retention period.</p> <p>* Records shall be retained beyond the 10-year period when the Department is notified by the County or the State Department of Health and Human Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.</p>	<p>10 years from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations. OR Immediately upon reproduction and electronic storage (and then after 10 years can be destroyed).</p> <p>* Cannot be destroyed if another statute requires a longer retention period.</p> <p>* Records shall be retained beyond the 10-year period when the Department is notified by the County or the State Department of Health and Human Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.</p>	<p>WIC §§ 14124.1; 42 CFR §433.32, 438.3</p>
<p>3.12.5 (Public Health)</p>	<p>Fiscal, statistical and other records necessary for maintaining accountability and meeting reporting requirements relating to the</p>	<p>Three years have elapsed since the date of the final expenditure report. OR Record has been reproduced and is stored electronically.</p> <p>Cannot be destroyed if</p>	<p>3 years from date final expenditure report submitted. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).</p> <p>Cannot be destroyed if Audit findings have not been</p>	<p>WIC § 10851(c),(f); 42 CFR §433.32</p>

	administration of public services.	Audit findings have not been resolved.	resolved.	
3.12.6 (Public Health)	Water Test Records.	Five years have elapsed since the date record was created.	5 years.	40 CFR § 141.33(a)
3.12.7 (Public Health)	Records of chemical analyses made pursuant to 40 CFR § 141.33(a).	10 years have elapsed since the date the record was created.	10 years.	40 CFR § 141.33(a)
3.12.8 (Public Health)	Small water system files (made for each small water system under County jurisdiction pursuant to CCR § 64259) including	10 years have elapsed since the date the record was created.	10 years.	22 CCR § 64259

	permits & all corresponding technical reports, monitoring results, photos plans, historical data and correspondence.			
3.12.9 (Public Health)	Solid Waste records for disposal sites located with the jurisdiction of enforcing agency.		All files and their contents shall be retained by the enforcement agency for as long as a facility or disposal site physically exists.	14 CCR § 18020

3.13.1 (Public Works)	Traffic Collision Reports received from the California Highway Patrol.	Two years have elapsed since receipt of the records.	2 years.	Govt. Code § 26202
3.13.2 (Public Works)	Unaccepted bids or proposals for construction or installation of public works.	Two years have elapsed since receipt of the bid. Accepted bids should be filed with the contract.	2 years.	Govt. Code § 26202.1
3.14.1 (Purchasing Agent)	Written requisitions received by the Purchasing Agent.	Three years have elapsed since creation.	3 years.	Govt. Code § 25501.5
3.14.2 (Purchasing Agent)	Unaccepted bids & proposals for services, supplies & equipment received by Purchasing Agent.	Two years have elapsed since receipt of the record.	2 years.	Govt. Code § 26205.1
3.14.3 (Purchasing Agent)	Accepted bids & proposals for services, supplies & equipment received by Purchasing Agent.	Four years have elapsed since completion of the project or contract.	4 years after completion of project or contract.	CCP § 337
3.14.4 (Purchasing Agent)	Contracts for the construction of County buildings.	The building to which the records apply has been completed for over 10 years.	10 years.	Govt. Code, § 26205.1; CCP § 337.15
3.15.1 (Recorder)	Federal tax liens, together with any release of such lien.	More than eight years have elapsed since the lien was filed and all unreleased liens are reproduced.	8 years IF all unreleased liens are reproduced.	Govt. Code § 27206

3.15.2 (Recorder)	Papers and record books created under Land Title Law.	The records have been reproduced in accordance with Gov't Code §26205.5. AND PROVIDED THAT any page which cannot be reproduced on film with full legibility is permanently preserved.	Until reproduced in accordance with Gov't Code § 26205.5. AND PROVIDED THAT any page which cannot be reproduced on film with full legibility must be permanently preserved.	Govt. Code §§ 27207; 26205.5
3.15.3 (Recorder)	Any or all filed papers or record books created by handwriting, typing on printed forms, typewriting or photographic methods.	The records have been reproduced in accordance with Gov't Code § 26205.5 AND PROVIDED THAT any page which cannot be reproduced on film with full legibility is permanently preserved.	Until reproduced in accordance with Gov't Code § 26205.5. AND PROVIDED THAT any page which cannot be reproduced on film with full legibility must be permanently preserved.	Govt. Code § 26205.5
3.15.4 (Recorder)	Any original document left for recording.	Documents are undeliverable by mail and uncalled for for at least ten years after the date of recording. OR Documents have been reproduced & are undeliverable by mail & uncalled on for at least two years.	10 years (if undeliverable and uncalled for during that time). OR 2 years (if reproduced and undeliverable and uncalled for during that time).	Govt. Code § 26205.6

3.15.5 (Recorder)	Any notice of completion of any building or improvement, and the contract, plans, specifications and bond under which the work was done.	Five years have elapsed from the date of filing in the Recorder's office AND the Recorder has not been notified in writing to retain them by someone claiming interest under the contract or in the property affected. OR Two years have elapsed and the Recorder has returned the documents to the person who filed them, and the Recorder has not been notified in writing to retain them by someone claiming interest under the contract or in the property affected in either case.	5 years (if not returned to filer) UNLESS notified in writing to retain them by someone claiming interest under the contract or in the property affected. OR 2 years (if returned to filer) UNLESS notified in writing to retain them by someone claiming interest under the contract or in the property affected.	Govt. Code § 27205
3.15.6 (Recorder)	Temporary Index sheets prepared by key punch or printing machine.	Permanent indexes have been completed from same key punch cards.	Must be retained until permanent indexes are completed from same key punch cards.	Govt. Code § 27265

3.15.7 (Recorder)	State highway construction plans and right of way maps.	Document has been microfilmed.	Can be destroyed at any time provided document has been microfilmed.	Streets & Highways Code §§ 128, 129
3.16.1 (Registrar of Voters)	Cancelled original affidavits of registration.	Five years have elapsed since cancellation. OR The first general election has taken place since such cancellation and the	5 years. OR After the first general election has taken place since cancellation (if reproduced).	Elections Code § 17000

		affidavits are reproduced.		
3.16.2 (Registrar of Voters)	Index to affidavits of registration described in EC § 2183.	Five years have elapsed since the date of the registration.	5 years.	Electio ns Code § 17000
3.16.3 (Registrar of Voters)	Index of voters from previous statewide general election.	Five years have elapsed since the date of the election. OR Record has been reproduced.	5 years. OR Until next subsequent general election IF record has been reproduced.	Electio ns Code §§ 2191; 17300
3.16.4 (Registrar of Voters)	For Federal & State or local elections: Packages with the following ballots & envelopes: Voted polling place ballots; Paper record; copies (see EC § 19271) of voted polling place ballots; Voted VBM ballots; VBM id envelopes; Voted provisional voter ballots; Provisional ballot voter id envelopes; Spoiled ballots; Canceled ballots; Unused VBM ballots surrendered by	The record has remained unopened & unaltered and the designated time period (<u>22 months past a federal election & 6 months past a state or local election</u>) has elapsed since the declaration of the result of the election by the body canvassing the returns AND no contest to said election or criminal action involving fraudulent use, marking or falsification of ballots or forgery of absent voters' signatures has been commenced within said time period.	Federal Election: 22 months. State or Local Election: 6 months Cannot be destroyed if a contest to election has arisen or criminal action involving fraudulent use, marking or falsification of ballots or forgery of absent voters' signatures has commenced within the said period of time.	Electio ns Code §§ 17301- 17306

	voter pursuant to EC§ 3015; Ballot receipts.			
3.16.5 (Registrar of Voters)	Nomination papers.	Four years have elapsed since the expiration of the term for which the papers were filed; and there is no pending investigation, action or proceeding.	4 years (if no pending investigation, action or proceeding).	Electio ns Code § 17100

3.16.6 (Registrar of Voters)	Initiative and referendum petitions.	<p>Eight months have elapsed since the certification of the results of the election for which the petition qualified OR</p> <p>If the measure is not submitted to the voters, eight months have elapsed since the final examination of the petition by the elections official.</p> <p>Cannot be destroyed if the petition is evidence in any action or proceeding then pending or if there has been a written request to preserve the petitions for an ongoing or pending investigation.</p>	<p>8 months after the certification of the results of the election for which the petition qualified OR</p> <p>If the measure is not submitted to the voters, 8 months have elapsed since the final examination of the petition by the elections official.</p> <p>Cannot be destroyed if the petition is evidence in any action or proceeding then pending or if there has been a written request to preserve the petitions for an ongoing or pending investigation.</p>	Elections Code § 17200
3.16.7 (Registrar of Voters)	Statements of organization, registration statements, and original campaign statements of persons holding elective state office, candidates for any such office, committees supporting any such officeholder or candidate, and committees supporting or opposing statewide	<p>Retain permanently.</p> <p>OR</p> <p>Two years have elapsed since record was filed AND the record has been reproduced.</p>	<p>Permanently. OR</p> <p>2 years after record was filed AND the record has been reproduced.</p>	Govt. Code § 81009 (a), (g)

	measures.			
3.16.8 (Registrar of Voters)	Campaign statements of city council members, County supervisors, candidates for any of these offices, and committees supporting any officeholder or candidate.	If elected: Retain permanently. OR Two years have elapsed since record was filed AND record has been reproduced. If not elected: Five years or more have elapsed since record was filed.	If elected: Retain permanently. OR 2 years from date record was filed AND record has been reproduced. If not elected: 5 years or more have elapsed since record was filed.	Govt. Code § 81009(b), (g)

3.16.9 (Registrar of Voters)	Campaign Statements - all other persons for all other offices not otherwise specified.	Seven years have elapsed since record was filed. OR Two years have elapsed since record was filed AND record has been reproduced.	7 years. OR 2 years from date record was filed AND the record has been reproduced.	Govt. Code § 81009(c), (g)
3.16.10 (Registrar of Voters)	Statements of Economic Interest of persons holding statewide elective office.	Retain permanently. OR Two years have elapsed since record was filed AND record	Permanently. OR 2 years from date record was filed AND record has been reproduced.	Govt. Code § 81009(d), (g).

		has been reproduced.		
3.16.11 (Registrar of Voters)	Statements of Economic Interest - Supervisors, DA, County Counsel, Treasurer, CAO, Planning Commissioners - all other County filers.	Seven years have elapsed since record was filed. OR Two years have elapsed since record was filed AND record has been reproduced.	7 years. OR 2 years from date record was filed AND record has been reproduced.	Govt. Code § 81009 (e), (g)
3.16.12 (Registrar of Voters)	Copies of reports or statements relating to the Political Reform Act.	Four years have elapsed since record was filed. OR Two have lapsed since record was filed AND the record has been reproduced.	4 years. OR 2 years from date record was filed AND record has been reproduced	Govt. Code § 81009 (f), (g)
3.16.13 (Registrar of Voters)	Recall petitions NOT for state officer.	Preserve all recall petitions filed for eight months after the results of the election for which the petition qualified, or, if no election is held, eight months after the elections official's final examination of the petition. Thereafter, the petition shall be destroyed as soon as practicable, unless it is in evidence in some action or proceeding then pending or unless the elections official has received a written request from the Attorney General, the Secretary of State, the Fair Political Practices Commission, a district	8 months after the results of the election for which the petition qualified for. OR 8 months after the election official's final examination of the petition. Thereafter, the petition shall be destroyed as soon as practicable, unless it is in evidence in some action or proceeding then pending or unless a written request is received from specified entities or officials.	Elections Code § 17400

		attorney, a grand jury, or the governing body of a County, city and County, city, or school district, including a school district, that the petition be preserved for use in a pending or ongoing investigation.		
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3.16.14 (Registrar of Voters)	Records reflecting appointment of precinct officials, including Precinct officers' declaration of intention, Precinct board member apps., nominations & orders appointing precinct boards & polling place assignments. Records of Vote by mail ballot applications.	The designated time period (<u>22 months past a federal election & 6 months past a state or local election</u>) has elapsed since the date of the election.	Federal Election: 22 months State or Local Election: 6 months.	Electio ns Code §§ 17502- 17505
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3.16.15 (Registrar of Voters)	List of new resident voters.	22 months has elapsed since the date of the election.	22 months.	Elections Code § 17506
3.16.16 (Registrar of Voters)	Applications for Voter Registration Information.	Five years have elapsed from the date of the application.	5 years.	Elections Code § 2188
3.16.17 (Registrar of Voters)	Roster of Voters, Combined Roster of Voters, Indexes (as provided for in EC § 14109).	Five years have elapsed since the date of the election. OR Record has been reproduced	5 years. OR Until next subsequent general election IF record has been reproduced.	Elections Code § 17300
3.17.1 (Risk Mgmt)	Insurance Policies.	Current or old.	Permanent. Any destruction of insurance policy requires approval of Risk Manager, County Counsel and BOS.	
3.17.2 (Risk Mgmt)	Operational Files	Information needed to administer County self-insurance programs including: cert of insurance letters, costs allocation plans, actuary studies, insurance renewal data, CAL OSHA 200 logs, OSHA surveys, annual State of CA Workers Comp report, loss runs, structures and contents values, incident reports, subrogation recoveries and other information filed by category of insurance coverage.	Permanent.	

3.17.3 (Risk Mgmt)	General Liability Claim Files	Civil claims against the County seeking monetary damages.	Permanent.	
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3.17.4 (Risk Mgmt)	Workers' Comp Claim Files	On the job injury claims. Includes employee claims, employers report of occupational injury or illness, medical reports, legal correspondence, Appeal's Board findings and awards and other information relevant to the injury claim. All information is filed chronologically.	Permanent.	
3.17.5 (Risk Mgmt)	Community Center Use Agreements	4 years have elapsed since the date the record was created and the record is not the subject of any litigation, claim, negotiation or other such action.	4 years provided the records are not the subject of any litigation, claim, negotiation or other action.	Govt. Code § 26202
3.17.6 (Risk Mgmt)	Film & Special Event permits & corresponding applications.	4 years have elapsed since the date the record was created and the record is not the subject of any litigation, claim or negotiation.	4 years provided the records are not the subject of any litigation, claim, negotiation or other action.	Govt. Code § 26202
3.18.1 (Sheriff)	Please refer to Mono County Resolutions Nos. 97-62 and 08-01.			

3.19.1 (Social Services)	Records pertaining to health care services rendered under Medi-Cal or any other health care program administered by the department or its agents/contractors, including services rendered, recipient of services, date of service & any additional information legally required to be kept.	<p>The recipient has not rec'd any public assistance from the County for a period of three years. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).</p> <p>* Cannot be destroyed until audit findings have been resolved.</p> <p>* Cannot be destroyed if another statute requires a longer retention period.</p> <p>* Records shall be retained beyond the 3-year period when the County is notified by the department or the State Department of Health Services, whichever has</p>	<p>3 years from the date final expenditure report submitted (for the last service provided). OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).</p> <p>* Cannot be destroyed until audit findings have been resolved.</p> <p>* Cannot be destroyed if another statute requires a longer retention period.</p> <p>* Records shall be retained beyond the 3-year period when the County is notified by the department or the State Department of Health Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.</p>	WIC §§ 10851 14124.1
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		jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.		
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3.19.2 (Social Services)	Narrative portions of a case record pertaining to health care services rendered under Medi-Cal or any other health care program administered by the department or its agents/contractors, including services rendered, recipient of services, date of service and any other information legally required to be kept.	The recipient has not rec'd any public assistance from the County for a period of three years. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed). * Narrative portions can only be destroyed AFTER audit by the department or State Department of Health Services, whichever has jurisdiction. AND only if no criminal or civil action is pending.	3 years from the date final expenditure report submitted (for the last service provided). OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed). * Narrative portions can only be destroyed AFTER audit by the department or State Department of Health Services, whichever has jurisdiction. AND only if no criminal or civil action is pending.	WIC §§ 10851 . 14124.1
3.19.3 (Social Services)	Fiscal, statistical and other records necessary for maintaining accountability and meeting reporting requirements relating to the administration of public social services.	Three years have elapsed since the date of the final expenditure report. OR Record has been reproduced and is stored electronically. Cannot be destroyed if Audit findings have not been resolved.	3 years from date final expenditure report submitted. OR Immediately upon reproduction and electronic storage (and then after 3 years can be destroyed). Cannot be destroyed if Audit findings have not been resolved.	WIC §§ 10851 (c),(f) 14124.1
3.20.1 (Treasurer/ Tax Collector)	Redemption certificates.	12 years have elapsed since receipt. OR Records have been reproduced in accordance with Gov't Code § 26205 (and will be maintained for 12 years).	12 years. OR Immediately provided the records have been reproduced in accordance with Gov't Code § 26205 (and will be retained for 12 years, after which time the reproduction may be	R&T Code § 4107

			destroyed).	
3.20.2 (Treasurer/ Tax Collector)	Delinquent tax rolls and the original secured rolls on which they are based.	12 years have elapsed since receipt OR The abstract list has been certified as correct and complete by the Auditor and a reproduction has been made in accordance with Gov't Code § 26205 (and will be maintained for 12 years).	12 years. OR Immediately provided the records have been reproduced in accordance with Gov't Code § 26205 (and will be retained for 12 years, after which time the reproduction may be destroyed).	R&T Code § 4377

3.20.3 (Treasurer/ Tax Collector)	Abstract lists of the tax rolls (prepared under § 4373 of the R&T Code).	Two years have elapsed since the time the lien has been removed.	2 years.	R&T Code § 4377
3.20.4 (Treasurer/ Tax Collector)	Any original unsecured tax roll containing the information set forth in the delinquent roll or abstract list.	The abstract list has been certified as correct and complete by the Auditor and a reproduction has been made in accordance with Gov't Code § 26205 (and will be maintained for 5 years).	5 years. OR Immediately provided and the records have been reproduced in accordance with Gov't Code § 26205 (and will be retained for 5 years, after which time the reproduction may be destroyed).	R&T Code § 2928
3.20.5 (Treasurer/ Tax Collector)	Tax Rolls.	Two years after the last current item has been recorded thereon IF the records are reproduced & a copy of the reproduction is permanently retained.	2 years after last current item has been recorded (IF reproduced and reproduction is permanently retained.	Govt. Code § 26908
3.20.6 (Treasurer/ Tax Collector)	Certificates of deposit from the County Auditor.	The certificates have been filed for more than five years. OR The certificate has been filed for more than one year, and it has been reproduced in accordance with Gov't Code § 27001(b), the reproduced record is conveniently accessible & a provision is made for preserving, examining & using the same.	5 years. OR 1 year (if record is reproduced in accordance with Gov't Code § 27001(b), the reproduced record is conveniently accessible & a provision is made for preserving, examining & using the same.	Govt. Code § 27001
3.20.7 (Treasurer/ Tax Collector)	Bonds & interest coupons (County). See section 3.2.3 for school & special district bonds.	The bonds or any and all coupons pertaining thereto have been paid or canceled.	Upon payment or cancellation.	Govt. Code § 53921

4. The records of special districts for which the board of supervisors is the governing body shall be destroyed in compliance with Government Code sections 60200, et seq.
5. This policy may be amended from time to time by additions, deletions, or amendments thereto by further resolution of the Board of Supervisors which shall be made with specific reference hereto and all of the provisions hereof not otherwise modified shall remain in full force and effect.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: PUBLIC RECORDS ON PRIVATE DEVICES AND ACCOUNTS	Policy Number: A-4	Page Number: Page 1 of 6
	Date Approved:	December 12, 2017 (R17-93)
	Revisions:	

POLICY

When personal email accounts or personal devices are used to conduct County business, the records created may constitute public records within the meaning of the California Public Records Act (CPRA) which are subject to disclosure.

The County has an interest in restricting and regulating the use by County employees of personal accounts or devices in order to protect the privacy of those employees and to efficiently manage public records of the County by encouraging their maintenance in County accounts and devices.

This policy provides policy and procedures for long and short-term storage and removal of Electronic Media and messages sent and received by Mono County employees and managed by the Department of Information Technology ("IT Department"). A more comprehensive set of policies and standards governing the use of technology is included in the "Information Technology Standards and Policies" document (Policy H-1).

1. PURPOSE AND APPLICABILITY

A. Purpose

The County of Mono is committed to transparency and compliance with the California Public Records Act (CPRA). This policy is intended to address the County's public records that may exist outside of the County's electronic and communications systems, i.e., residing on private devices or accounts.

B. Applicability

Applicability. This policy applies to 'Personally Owned Devices' (PODs) and associated Authorized Users -- County employees, elected and appointed officials, officers and others who are in possession of "public records" residing in their private electronic devices or private electronic accounts or which are otherwise stored outside of the County's electronic and communications systems.

C. Public Records

"Public records" have been defined as any writing that relates in some substantive way to the conduct of the public business, regardless of physical form or characteristics. Such records may include, but are not limited to, email, word documents, photographs, text messages, voicemail, or other similar records that are stored outside of the County's electronic and communications systems. The 2017 California Supreme Court case, *City of San Jose v. Superior Court* ((2017) 2 Cal.5th 608) held that this definition includes records that are stored on private accounts outside of the County's electronic and communications systems.

Factors used to determine whether a record relates to public business include "... the content itself; the context in, or purpose for which, it was written; the audience to whom it was directed; and whether the writing was prepared by an employee acting or purporting to act within the scope of his or her employment." *City of San Jose*, 2 Cal.5th 608, 618. The San Jose Court also puts context to this definition throughout the opinion by references to public records as records in the furtherance of the public's business. *Id.* at p. 619. Accordingly, "public records" may include, but are not limited to, email, word documents, photographs, text messages, voicemail, or other similar records.

2. USE OF COUNTY ACCOUNTS AND AGENCY OWNED DEVICES (AODS) STRONGLY ENCOURAGED

- A. County employees and officers are strongly encouraged to conduct all County business by using their County accounts and/or County-issued electronic devices. Doing so will help facilitate the County's response to CPRA requests and reduce burdens on the employees and officers (see "D" below).
- B. If, notwithstanding the above advisement, County business is conducted using private accounts, emails or other private electronic messages that appear to be "public records" as described in section 1C, these records should be copied or forwarded by the Authorized User to his or her County email account or County-issued electronic device as soon as it is reasonably practicable to do so.
- C. Text messaging about County business using PODs should be minimized in general and should not be used for any substantive communication. Texts that relate in a substantive way to the conduct of County business, though short, may be considered public records.
- D. Authorized Users should be aware that: (1) searching your private device for public records may be time consuming and burdensome; (2) use of personal accounts to conduct County business may result in being individually named in litigation regarding the records, and (3) individual privacy may be impacted by a CPRA request. The use of only County accounts and devices is therefore highly encouraged to lessen the burden on Authorized Users and to simplify the process of responding to CPRA requests.

3. TRAINING

- A. All Authorized Users are generally required to complete training with respect to the CPRA including, but not limited to, training regarding conducting a reasonable search for responsive public records and distinguishing public records from personal records.

4. PRIVATE ACCOUNTS AND COUNTY DOCUMENT RETENTION POLICY

- A. Documents and communications on PODs or in private electronic accounts may be "public records" subject to the County's records retention policies.
- B. As noted in section 3 above, Authorized Users must have a working knowledge of the County's records retention policies in order to properly retain, preserve, manage, or dispose of those "public records" that may reside on their PODs or in their private accounts.
- C. The County's record retention and disposal policies are set forth in the Mono County Records Retention Policy (A-3) and its retention and disposal policies for email, voicemail and other electronic communications are set forth in the Mono County Voice and Electronic Media Policy (H-4).
- D. The County's retention policies' core concepts (as applicable here) include:
 - i. Emails are a modern equivalent to phone conversations or handwritten notes and are considered transitory in nature. They are automatically deleted by the County's email system after two years. If they are deleted from an Authorized User's account before the expiration of two years, they will nevertheless be retained on the County's server for that period and must be provided in response to a CPRA request unless exempt from disclosure. In that event, that material contained within an email constitutes an Official Record as defined in Section 4(E)(i) below, it must be transferred out of the email system and maintained within the Authorized User's files.
 - ii. Text messages and voicemails are also considered transitory communications and may be deleted as soon as they are no longer needed by the recipient, unless they constitute Official Records as defined in section E(i) below.
- E. The Public Records Act broadly defines "public records" for purposes of what must be disclosed pursuant to a CPRA request (although it excludes records which are "primarily personal"), but the CPRA does not address what records must be kept or for how long. Notably, the CPRA expressly recognizes that there are "public records" that are not kept in the ordinary course of business.
 - i. As detailed in the County's record retention policies (see Policy A-3), County policy is that only "Official Records" need be retained pursuant to the County Records Retention Schedule. The County defines an "official record" as:
 - 1. A paper or electronically stored document in the County's possession that meets any of the following criteria:

- a. The document was made for the purpose of disseminating information to the public.
 - b. The document was made and kept for the purpose of memorializing an official public transaction.
 - c. The document is required by law to be kept
 - d. The document is necessary and convenient to the discharge of a County officer's official duties and was made or retained for the purpose of preserving its informational content.
- F. Official Records do not include preliminary drafts, notes, or inter- or intra-agency memoranda not kept in the ordinary course of business and the retention of which is not necessary for the discharge of a County officer's official duties.
- G. Under the definition in section 4(E)(i), the vast majority of emails and texts, while "public records" for purposes of the CPRA, are not "Official Records" that must be retained pursuant to the County records retention schedules. The County has implemented a two-year retention and auto-deletion protocol for emails residing on County systems. County email system users must identify emails that qualify as Official Records and preserve them pursuant to the appropriate records retention schedule.
- H. Emails, texts, or other "public records" that qualify as Official Records and reside on private accounts or devices shall, as soon as possible, be moved or copied to an appropriate County system, database, or library for proper retention. Such Official Records should be deleted from the private device or account after they have been transferred to the appropriate County system and once there is no further utility for the records to reside on the private device or account.
- I. Emails, texts, or other "public records" that do not qualify as Official Records subject to a mandatory retention period shall be deleted from private devices and accounts as soon as it is practical to do so.

5. COOPERATION WITH COUNTY'S RESPONSE PROCEDURES

- A. Upon receipt of a CPRA request, the department's custodian of records charged with responding to the request shall communicate the request and any additional instructions to the appropriate Authorized Users. Searches for public records should include both public devices and accounts and private devices and accounts unless the Authorized User is explicitly instructed not to search his/her private devices or accounts.
- B. Upon receipt of the CPRA request and any supplemental instructions, an Authorized User shall search his/her own personal device or account for public records related to the request, if the Authorized User has been trained to distinguish between personal and public records. If the Authorized User has not yet received this training, the Authorized User should notify County Counsel before making the response so that the training can be provided.

6. EMPLOYEES – SEARCHES AND VERIFICATION FORMS

- A. Employees must conduct a thorough and reasonable search for public records related to the request and may be required to complete a Verification Form provided by the department or by County Counsel to document the search. Employees shall provide responsive public records and a completed Verification Form, if applicable, to their supervisors or other authorized representative within the time requested by their supervisor or authorized representative. Note that responsive public records are still subject to possible exemptions before production.

7. ELECTED AND APPOINTED OFFICIALS

Elected and appointed officials must also conduct a thorough and reasonable search for responsive public records and it is recommended that they follow the same procedures as employees to the extent that it does not impermissibly interfere with the performance of their statutory functions.

8. VOLUNTEERS

Volunteers may not have county devices or accounts and, out of necessity, may conduct County business on private devices and accounts. Volunteers should be apprised of this and related County policies as appropriate. When asked to search for "public records", volunteers should follow the procedure in the employees' section above. Portions of the Verification Form may not apply to volunteers (i.e. department databases) but the volunteers may indicate this with "n/a" on the Verification Form. The County may offer these volunteers devices or accounts to use or volunteers may copy their communications on a County device or account, e.g., email sent via a private email address about County business is copied to a government email address.

9. DEPARTING AUTHORIZED USERS

- A. Before their last day with the County, Authorized Users separating from the County shall transfer all public records from their private devices or accounts to a County account or system for further disposition by the County (See 9(B)). Authorized Users may be asked to complete an affidavit or other form (described below) attesting to their search and transfer of public records.
- B. The public records provided by the departing Authorized User will be reviewed by the County for a determination of what records, if any, require retention as Official Records. (See section 4(E)(i) above.) Official Records requiring retention shall be archived with the appropriate office, department or custodian of records. The departing Authorized Users' supporting affidavits shall be maintained by the County for the applicable retention period.

10. AFFIDAVITS

- A. While the Verification Form is at the option of the County, a court may require an affidavit or sworn declaration in the event of litigation. The affidavit or declaration must contain facts sufficient to show the reasonableness of the Authorized User's search. The affidavit or declaration should be case-specific and its elements may vary, including but not limited to: (1) a description of the files with responsive records; (2) a description of the file locations; (3) the specific person doing the search, either named or described by job title; and (4) the search terms. The affidavit or declaration should be reasonably detailed and nonconclusory. If a search produces "responsive" documents that do not qualify as public records, then the affidavit should describe the nature of those records sufficient to demonstrate to the court their personal nature. (Example - A request seeks records referencing Project X. Project X is only tangentially mentioned in an email asking about a lunch date.)

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: SOCIAL MEDIA	Policy Number: A-5	Page Number: Page 1 of 5
	Date Approved:	November 8, 2022 (R22-125)
	Revisions:	

POLICY

This policy sets forth the social networking and social media policy for Mono County. To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, County Departments may use social media tools to reach a broader audience. The County encourages Department use of social media to further the goals of the County and the missions of its Departments where appropriate. Section 2 does not apply to the Sheriff's Office, as this department is under a law enforcement specific policy related to personal social media use guidelines.

The County understands that its employees use personal social media sites to share events in their lives, to communicate, and to discuss their opinions with others, including family, friends and co-workers. However, the use of personal social media may present certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about their use of personal social media, the County has established this policy and guidelines for appropriate employee use of personal social media.

All employees are required to sign a copy of this policy and provide it to their Department Head, who shall retain a copy in the employee's personnel file and provide a signed copy to Human Resources.

1. COUNTY SPONSORED SOCIAL MEDIA SITE USE GUIDELINES

All communication through County operated/sponsored social media should remain professional in nature and should be conducted in accordance with the requirements set forth in this Policy. Employees shall not use County social media for political purposes, to conduct private commercial transactions, or to engage in private business activities. County employees shall be mindful that inappropriate use of County social media can be grounds for disciplinary action up to and including termination.

As clarified in this policy, only individuals authorized by the County may publish content to a County website or County social media account.

A. Social Media Requirements for Departments

1. Departments utilizing social media for official County business shall:
 - i. Provide social media account credentials for all platforms to the IT Director.
 - ii. Connect all social media accounts to Archive Social.
 - iii. Establish a well thought out social media work plan that complements countywide policies and considers the department's mission, goals, audience, legal risks, technical capabilities, security issues, emergency

response procedures, etc. The work plan shall be submitted to the IT Director, County Counsel and CAO's Office for review. The CAO's Office may choose to include the Public Information Officer or equivalent in the review process as well.

- iv. Ensure that all content is fully accessible to any person requesting documents from the social media site.
- v. Designate a Social Media Coordinator(s) responsible for overseeing the department's social media activity, policy compliance, and security.

B. Authorized Use

1. In addition to the IT Department, each department shall maintain a list of all social media accounts utilized by the department. The list should include the date the site was established and, if applicable, the date the site was terminated. Each department is responsible for the maintenance of their department's accounts.
2. Department Heads are responsible for designating appropriate levels of official County department social media usage.
 - i. Official County Social media authorization and usage shall be limited only to those employees with a clear business purpose.
 - ii. Appropriate usage levels include identifying what sites an individual is approved to use, as well as defining access restrictions such as publish, edit, comment, or view only.

C. Establishing County Social Media Site Authenticity

1. County department social media sites shall be created and maintained with identifiable characteristics of an official County site that distinguishes them from unofficial and personal sites. If there is a government option available through the social media platform, this option shall be used when establishing the account.
2. County social media accounts shall be created using an official County email address when possible. The IT Director must be added as an Administrator on all applicable accounts.
3. Contact information should display an official County email address, include a statement about the site being the official account for the department, and provide a link to the County website.
4. Each account shall conform to the following requirements:
 - i. Be identified as sponsored by the County.
 - ii. Contain contact information for the County Department and/or Program.
 - iii. Comply with all applicable federal, state, and county laws, regulations, and policies including, but not limited to, copyright, records retention, California Public Records Act (PRA), First Amendment, privacy laws, employment-related laws, and County-established policies.
 - iv. Not contain content in support of, or opposition to, political campaigns, candidates, or ballot measures.
 - v. Not contain information that may tend to compromise the safety or security of the public or public systems.
 - vi. Not contain content that violates a legal ownership interest of any other party.

D. Posting on a County-Sponsored Social Media Site by Employees, Consultants, or Any Person Acting on Behalf of the County

County social media sites must be clear, precise and follow industry best practices for posting updates. Posts must comply with all applicable federal, state, and county laws, regulations, and policies.

E. Site Content

1. Departments are responsible for establishing and maintaining content posted to their social media sites by employees, consultants, contractors, or anyone else acting on their behalf.
2. Social Media Coordinators shall review site activity daily for misuse.
3. The following forms of content posted to a Department social media site by an employee, consultant, contractor, or other person acting on behalf of the County may be subject to hiding or removal (upon connection to Archive Social or similar platform):
 - profane language or content,
 - discrimination or harassment against protected classes,
 - sexual harassment,
 - solicitations (including promotion or endorsement),
 - promotion or endorsement of political issues,
 - conduct or encouragement of illegal activity,
 - information that may compromise the safety or security of the public,
 - content intended to defame any person, group, or organization,
 - content that violates a legal ownership interest of any other party such as trademark or copyright infringement,
 - false or malicious statements concerning any employee, the County, or its operations,
 - violent or threatening content,
 - disclosure of confidential, sensitive, or proprietary information, or content advocating for alteration of hours, wages, and terms and conditions of employment for County employees.
4. Unacceptable content shall be removed in consultation with County Counsel. Repeat individual violators may be subject to discipline, up to and including termination.

F. Retention of content on a County Social Media Site

1. Content on County social media sites is subject to the California Public Records Act and the Mono County Records Retention Policy. Any content produced or maintained on a County social media site, including communication posted by the County and communication received from citizens, may be a public record.
2. The County utilizes an automated archiving solution provided by Archive Social to comply with applicable public records law and fulfill the above record retention requirements.

G. Registering a New County Social Media Site

1. All County social media sites shall be (1) approved by the Department Head, IT Director, and the CAO, (2) published using approved social networking platforms and tools, and (3) administered by the Department's Social Media Coordinator(s).

H. Unregistering an Existing County Social Media Site

1. If a social media page is no longer of use, department heads must: (1) notify the CAO and IT Director, (2) ensure records have been archived according to agency guidelines, (3) unpublish and delete the page.

I. Media Contacts

1. The County strives to anticipate and manage crisis situations in order to reduce disruption to our employees and the public we serve, and to maintain the County's reputation as a credible messenger of public information. To best serve these objectives, the County will respond to the news media in a timely and professional manner only through its designated spokesperson. Employees are not authorized to comment for the County, whether through social media or otherwise, and should direct inquiries regarding the County's position to their department head.

2. PERSONAL AND SOCIAL MEDIA USE GUIDELINES

A. Personal and Social Media Use Must Not Impact the Workplace

1. To the extent that personal social media use impacts County employees and clients, employees must follow County policies and regulations as applicable, including but not limited to those that protect individual privacy rights, anti-discrimination and harassment, and anti-workplace violence personnel rules. To the extent a County employee does not follow such applicable policies and regulations, the County may take corrective or disciplinary action in accordance with the County's personnel rules.
2. County employees are free to express themselves as private citizens on social media sites to the extent that their speech does not impair working relationships within the County, does not adversely affect their job performance or the performance of co-workers, and does not adversely impact the provision of County services. If an employee engages in speech that results in any of the aforementioned impacts, the County may take corrective or disciplinary action in accordance with the County's personnel rules.
3. Employees must never disclose information that may violate client or employee rights, for example, another individual's social security number, medical information or financial information. If an employee engages in such speech, the County may take corrective or disciplinary action in accordance with the County's personnel rules.
4. Employees are more likely to resolve work-related complaints by speaking directly with their co-workers or via other channels such as by speaking with the County's Human Resources Department. If an employee nevertheless decides to post work related complaints or criticism, the employee must avoid using statements, photographs, video or audio that reasonably could be viewed as unlawful harassment or discrimination or other violation of the law such as unlawful threatening conduct. Examples of such conduct might include offensive posts that could contribute to a hostile work environment on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or any other status protected by law. Examples of unlawful threatening conduct include posting material that would make a reasonable person afraid for their safety or the safety of their family. If an employee engages in such speech, the County may take corrective or disciplinary action in accordance with the County's personnel rules.

B. Accuracy of Information Related to County

1. While work-related social media posts made on personal accounts are not recommended, employees should strive for accuracy in any blog or post and include a link to sources of information. Mistakes shall be corrected or retracted promptly.
2. Employees must never post any information or rumors that they know (or should know) are false about their co-workers, the County, County staff, County officials or County clients.
3. If an employee chooses to publish a blog or post online content associated with the County, the employee must make it clear that they are not speaking on behalf of the County. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of Mono County.”

C. Suggestions to Improve Privacy of Personal Social Media

1. Employees who want to keep their personal life separate from their professional or work life should use privacy settings to restrict personal information on public sites. Employees should consider whom they invite or accept to join their social network as those individuals will have access to their profile, photographs, etc.
2. Even if an employee has a privacy setting, those invited into their network can easily print, save, cut, paste, modify or publish anything that is posted. Material can be archived on the Internet even after the account holder has removed it.

D. Using Personal Social Media at Work or During Work Hours

1. Employees may not use working hours when not on break or meal period for personal social media activities. Employees may not use County email addresses or passwords to register on social networks, blogs or other online tools utilized for personal use. If a County employee engages in such use of social media sites, the County may take corrective or disciplinary action in accordance with the County’s personnel rules.

For more information

If you have questions or need further guidance, please contact the County’s Human Resources Director or designee.

User Acknowledgment Form:

I have received, read, and understand the County’s Guidelines for Using Social Media.

Print Name

Signature

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: PUBLIC RECORDS REQUESTS (Government Code Sections 7932 et seq.)	Policy Number: A-6	Page Number: Page 1 of 6
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

DEFINITIONS

Public Records - Includes any writing containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.”

Writing - Includes any record, regardless of how stored, including:

- Written, printed, photographic;
- Recordings;
- Electronic information and data;
- Location of record on a private device does not protect it from disclosure.

Custodian of Records - The designated responder for each County Department.

TYPES OF PUBLIC RECORDS ACT (PRA) REQUESTS:

A request can be *verbal* **or** *written* for:

- Inspection of records; **and/or**,
- Copying of records including electronic copies.

PROCEDURE

1. Searching for Records

The staff member who receives the request will notify the Custodian of Records, who shall;

- A. Work with staff to locate responsive records and review the records for any necessary redactions.
- B. Communicate with the requestor in writing to provide assistance and produce the records in a timely fashion.
- C. Advise other departments that may have records that are responsive to the request.
- D. Send written response with a final determination and provide access to the requested records.

- E. Consult with County Counsel if necessary.
- F. Maintain a copy of the entire response and an un-redacted copy of the records pursuant to the General Record Retention Schedule. The response is public record.

2. Deadlines

- A. All responses must be in writing.
- B. A response is required “promptly,” but no later than 10 calendar days.
- C. The agency “*shall*, within 10 days from receipt of the request, determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the agency and shall promptly notify the person making the request *of the determination and the reasons there for.*”
- D. Civil Code §7 and §10 are used in determining deadlines:

§7 : Holidays within the meaning of this code are every Sunday and such other days as are specified or provided for as holidays in the Government Code of the State of California.

§10 : The time in which any act provided by law is to be done is computed by excluding the first day and including the last, unless the last day is a holiday, and then it is also excluded.

3. 14-Day Unusual Circumstance Extension

- A. The 10-day response time can be extended by 14 days **ONLY** if one of the following exists:
 - i. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request.
 - ii. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.
 - iii. The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.
 - iv. The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.
- B. 14-Day Extension Procedure
 - i. The requestor shall be provided with *written* notice that the 14-day extension applies.
 - ii. The notice shall state the reason(s) for the extension.

- iii. The notice shall include the date a determination is expected (not later than 24 days from date of request).

4. Written Responses

- A. Responses must be in writing.
- B. If your search reveals no records, the requestor must be informed (E.g., “The County has no records in its possession which are responsive to your request.”)
- C. If records are located, then it must be determined if the records must be disclosed or may be withheld.
- D. If records will be disclosed, notify the requestor of the date and time the records will be available for inspection or provided.
- E. If records will be withheld, notify the requestor of denial of the request with explicit reasons for denial and the name and title of the person who made the determination to deny the request.
- F. Responses must be approved by department management before being sent to the requestor.

5. Limited Basis for Denying Requests

County Counsel must be consulted prior to determining that a request should be denied or redacted. A response may be denied if:

- A. No responsive records are found.
- B. Records are exempt from disclosure under the California Public Records Act (CPRA) or State or Federal law (ex: Attorney-Client communications; Deliberative Process Privilege).
- C. The public record is posted on an Internet website. The requestor must be directed to the responsive record.

6. Provide Assistance to Identify Records

All of the following shall be completed to the extent reasonable under the circumstances:

- A. Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated.
 - i. Notify any other departments that may have responsive records.
 - ii. These requirements are deemed to have been satisfied if the agency is unable to identify the requested record or information after making a

reasonable effort to elicit additional clarifying information from the requestor that will help identify the records.

- B. Describe the information technology and physical location in which the records exist.
- C. Provide suggestions for overcoming any practical basis for denying access to the records or information sought (e.g., “The information you seek is contained in the County Budget. Would you like to receive a copy of that budget?”)

7. Exemptions to Disclosure

- A. Exemptions must be specifically identified in writing (**be sure to consult County Counsel**).
- B. Preliminary drafts, notes, and memoranda are exempt from disclosure, but only if they are not retained in the ordinary course of business, and the public interest in withholding them outweighs public interest in disclosure.
- C. If an exemption is not claimed, it may be permanently waived.
- D. Exempted information may be redacted from portions of the records and then the redacted record may be disclosed (**consult County Counsel prior to redacting**).
- E. If it is unclear if an exemption applies, the Custodian of Records will draft a response letter and compile the potentially responsive records, clearly identify the information in question, and provide it to County Counsel for review. Counsel will advise as to the application of the exemption to the identified records. The Custodian of Records will finalize the response.

8. Timing of Disclosure

- A. There ARE specific times for responding to a request for records.
 - i. The initial response to the requestor must be sent within 10 days of receipt of the request (or within 24 days if justification exists to extend and that justification is provided to the requestor).
 - ii. The initial response shall be “prompt” if a response can be provided earlier than 10 (or 24) days it should be.
- B. There is NO specific time for providing records.
 - i. The initial response estimates when the record will be provided. The estimate should be reasonable and without unnecessary delay. The scope of the request (e.g., quantity of records requested) or complexity of the request (e.g., significant review and redaction is required) will usually determine the amount of time needed.

9. No Duty to Create Records

There is no duty to create a record that does not exist at the time of the request.* In addition, there is not duty to:

- A. Create lists.
- B. Answer interrogatories.
- C. Complete surveys.
- D. Create a log of withheld / redacted records.

*EXCEPTION: Electronic records where programming and computer services are necessary to produce a copy of the record and either: (1) the County otherwise only produce the record at regularly scheduled intervals; or (2) the request would require data compilation, extraction or programming to produce the record.

10. Electronic Records

Any information that constitutes an identifiable public record not exempt from disclosure that is in an electronic format *shall* be made available in an electronic format when requested and, when applicable, shall comply with the following:

- i. The information shall be made available in any electronic format in which the information is held.
- ii. A copy shall be provided of an electronic record in the format request, if the requested format is one that has already been used by the agency to create copies.
- iii. The cost of duplication shall be limited to the direct cost of producing a copy of a record in an electronic format, except for data compilation, extraction or programming costs related to electronic records.
- iv. The County does not need to reconstruct a record into an electronic format if the record/data is no longer available in an electronic format.
- v. If the request is for information in a format other than electronic format, and the information is also in electronic format, the responder may inform the requestor that the information is available in electronic format.

11. Fees

A. Fees that may be charged:

- i. If a copy is sought, the responder may charge the “direct costs of duplication” or a “statutory fee” if applicable.
- ii. “Direct costs of duplication” include the costs of reproduction and cost of staff time expended in making the copy.
- iii. Data compilation extraction or programming for electronic records.

- iv. Board of Supervisors approved copying fee found in the Mono County Fee schedule.
- v. The Custodian of Records may choose to waive or reduce the charge/fee for smaller requests upon a determination that the cost of processing the fee exceeds the amount of recovery or for other good cause.

B. Fees that generally may not be charged:

- i. Searching for record
- ii. Reviewing a record
- iii. Redacting a record
- iv. Assisting requester
- v. Responding to request
- vi. Overseeing requester's inspection of record, or
- vii. Supervising the inspection of record by the requestor.

See the exception above for data compilation, extraction or programming costs related to electronic records.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: ANIMALS IN THE WORKPLACE	Policy Number: A-7	Page Number: Page 1 of 3
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

PURPOSE

This policy establishes rules and procedures related to service animals and non-service animals within Mono County buildings and vehicles, for both employees and members of the public.

DEFINITIONS

1. Service Animal

A service animal is an animal that is individually trained to do work or perform tasks for a person with a disability.

Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, or calming a person with Post Traumatic Stress Disorder during an anxiety attack. Service animals are working animals, not pets. The work or task an animal has been trained to provide must be directly related to the person's disability.

Service animal also includes an animal that is individually trained to do work or perform tasks in support of a function provided by the County. For example, a dog in the service of the Sheriff's department which is individually trained to support the business purposes of the department.

2. Emotional Support Animal

An emotional support animal is any animal that provides emotional support alleviating one or more symptoms or effects of a person's disability.

For the purpose of this policy, the term 'service animal' includes emotional support animals.

POLICY

1. Non-service animals are not allowed in County vehicles or County buildings, except that animals are allowed in County animal shelters as part of the regular functions of Animal Services (for example, animals that have been impounded or are receiving vaccinations) and for law enforcement operations in support of Animal Services.

2. **Members of the Public – Service Animals**

- A. Mono County allows members of the public with disabilities to bring service animals to all County facilities where members of the public are allowed.
- B. A service animal must be under the control of its handler.
 - i. Under the Americans with Disabilities Act (ADA), service animals must be harnessed, leashed, or tethered, unless the individual's disability prevents using these devices or these devices interfere with the service animal's safe, effective performance of tasks. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.
- C. When it is not obvious what service an animal provides, only limited inquiries are allowed. Staff may ask two questions:
 - i. (1) is the dog a service animal required because of a disability?
 - ii. (2) what work or task has the dog been trained to perform?
- D. Staff cannot ask about the member of the public's disability, require medical documentation, require a special identification card or training documentation for the animal, or ask that the animal demonstrate its ability to perform the work or task.
- E. Allergies and fear of animals are not valid reasons for denying access or refusing service to members of the public using service animals.
 - i. When a person who is allergic to animal dander and a person who uses a service animal must spend time in the same room or facility, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- F. A member of the public with a disability cannot be asked to remove their service animal from the premises unless:
 - i. the animal is out of control and the handler does not take effective action to control it; or
 - ii. the animal is not housebroken.
 - iii. When there is a legitimate reason to ask that a service animal be removed, staff must offer the member of the public with the disability the opportunity to obtain goods or services without the animal's presence.
- G. County establishments that sell or prepare food must generally allow service animals in public areas even if state or local health codes prohibit animals on the premises.
- H. County staff are not required to provide care for or supervision of a service animal.
 - i. Employees must not touch, feed, or otherwise interact with a service animal.
 - ii. Employees must not separate a member of the public from their service animal.
- I. The handler is responsible for all service animal needs including: providing for all needs (food, water, exercise, hygiene walks outside the County premises, removing or arranging for the removal of all animal waste).

3. **Mono County Employees - Service Animals**

- A. Mono County will engage in the interactive process with employees requesting accommodation involving a service animal. The interactive process requires the medical verification of work restrictions, an ongoing dialogue to determine if an accommodation is available, and a determination of what temporary or permanent accommodation is appropriate that does not pose an undue burden on the County.

The law specifies that only well-trained, housebroken, and even-tempered animals are authorized to accompany their handlers to places of work. This applies to both members of the public and employees.

- B. Mono County employees requesting an accommodation which involves a service animal must submit medical verification to the Human Resources Department.
 - i. The Human Resources Department, the employee's department representative (department head or manager), and the employee will engage in an ongoing interactive process to determine what temporary accommodation, permanent accommodation, job transfer, follow up verification, fit for duty evaluation, or other case-by-case accommodation is appropriate for any specific situation.
 - ii. The service animal must not be allowed onto County property prior to the accommodation decision made by the Human Resources Department, with legal guidance from County Counsel.
 - iii. During the interactive process, Human Resources will verify with Animal Services that the service animal does not have a bite history.
- C. Service Animal Guidelines for Employees
 - i. In the event that the County has officially approved the presence of an employee service animal in the workplace, the service animal must be under the control of its handler and be housebroken.
 - ii. Under the ADA, service animals must be harnessed, leashed, or tethered, unless the individual's disability prevents using these devices or these devices interfere with the service animal's safe, effective performance of tasks. In that case, the employee must maintain control of the animal through voice, signal, or other effective controls as verified by the County via the ongoing interactive process and ongoing department supervision. Where needed, the Mono County Animal Services may be consulted for guidance.
 - iii. Employees with approved service animals will be asked to remove themselves and their service animals from the workplace if the animal is not housebroken.
 - iv. Employees with approved service animals will be asked to remove themselves and their services animals from the workplace if they lose control of their animal and do not take effective action to take control of its behavior.
 - v. In the event that an employee service animal is not housebroken or otherwise causes damage to County property, the County, to the extent appropriate and as determined lawful, may require the employee to clean up after their animal and/or reimburse the County for any property damage associated with the service animal.
 - vi. County staff are not required and must not provide care for or supervision of another employee's service animal. Employees must not touch, feed, or otherwise interact with another employee's service animal.
 - vii. The employee handler is responsible for all service animal needs including: providing for all needs (food, water, exercise, hygiene walks outside the County premises, removing or arranging for the removal of all animal waste). The time required to care for the service animal, including hygiene activities and waste disposal will be treated as break time, lunchtime, or unpaid leave.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: GRANT APPLICATIONS	Policy Number: A-8	Page Number: Page 1 of 1
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

POLICY

Grants are approved by adoption of a resolution or minute order authorizing submittal, approval of a subsequent agreement, execution of necessary documents by Chairperson of the Board of Supervisors and acceptance of funds.

PROCEDURE

1. Consideration of Application for Grant

When a department wishes to apply for a grant, it is the responsibility of the department to provide the Board of Supervisors with documentation detailing and justifying the need to apply for the grant. The Board of Supervisors will consider and authorize the intent of the grant and preparation of the application. Upon such authorization, the department may proceed to prepare and submit the grant application.

2. Approval of Grant Agreement

Upon approval of the grant application by the funding agency, it shall be necessary for the Chair or County Administrator, with the approval of the Board of Supervisors, to execute the final agreement with the appropriate funding agency. Funds shall be appropriated per standard County procedure and consistent with grant requirements.

3. Carrying Out Funded Projects

It is the responsibility of the initiating department to carry out the project upon approval of the grant, unless otherwise directed by the Board of Supervisors.

4. Project Renewal

It is the responsibility of the initiating department to initiate project renewal procedures at the appropriate time during the duration of the project. The renewal is to be processed in the same manner as provided for in the original application, unless a department is formally authorized to act and execute awards on behalf of the Board of Supervisors.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: INVESTMENT POLICY	Policy Number: B-1	Page Number: Page 1 of 1
	Date Approved:	January 10, 2023 (MO 23-014)
	Revisions:	

POLICY

The intent of the Investment Policy of the County of Mono is to define the parameters within which funds are to be managed. In methods, procedures, and practices, the policy formalizes the framework for the County's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the County's funds. The guidelines are intended to be broad enough to allow the Director of Finance to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

The Investment policy for Mono County is attached herein, consisting of sixteen (16) pages.

MONO COUNTY STATEMENT OF INVESTMENT POLICY



January 10, 2023

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**COUNTY OF MONO
INVESTMENT POLICY**

I. Introduction

The intent of the Investment Policy of the County of Mono is to define the parameters within which funds are to be managed. In methods, procedures, and practices, the policy formalizes the framework for the County's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the County's funds. The guidelines are intended to be broad enough to allow the Director of Finance to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

II. Governing Authority

The investment program shall be operated in conformance with Government Code §53601, et seq. which provides legal authorization for the investment and deposit of funds of specified local agencies and which is made applicable to counties by Government Code §53635.2.

III. Scope

The policy applies to activities of the County with regard to investing the financial assets of all funds. In addition, funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the State of California.

Note that any excluded funds such as the Other Post Employment Benefit Trust Fund are covered by separate policies.

Except for funds in certain restricted and special funds, the County commingles its funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

IV. General Objectives

The primary objectives, in priority order, of investment activities shall be:

1. **Safety** – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal will be to mitigate the credit risk and interest rate risk.
2. **Liquidity** – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **Yield** – The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints of safety and liquidity needs.

V. Standards of Care

1. **Prudence** – The standard to be used by the Director of Finance/Investment Officer shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The Finance Director acting in accordance with written procedures and this

investment policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The "prudent person" standard states that,

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

2. **Ethics and Conflicts of Interest** – Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the County.
3. **Delegation of Authority and Responsibilities Governing Body** – The Board of Supervisors (Board) will retain ultimate fiduciary responsibility for the portfolio. The Board will receive monthly and quarterly reports, designate investment officers and annually review the investment policy making any necessary changes by adoption.

Delegation of Authority – Pursuant to Government Code §53607, authority to invest or reinvest, or to sell or exchange securities so purchased, may be delegated for a one-year period; thereafter, the County Finance Director shall assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.

Responsibility for the operation of the investment program shall be delegated by ordinance pursuant to Government Code §27000.1 to the Finance Director until the Board of Supervisors revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation. The Finance Director shall act in accordance with established, written procedures and internal controls for the operation of the investment program consistent with this Investment Policy.

All participants in the investment process shall seek to act responsibly as custodians of the public trust.

Treasury Oversight Committee – A County Treasury Oversight Committee has been established in accordance with §27130 et seq. of the Government Code to promote public interest by involving depositors in the management of their funds. The Treasury Oversight Committee shall:

- A. Review and monitor the Investment Policy,
- B. Annually review the investments made by the County Treasury,
- C. Cause an annual audit to be conducted to determine the County Treasury's compliance with Government Code §27130 et seq., and

- D. Meet on other matters as necessary.

By statute, the County Treasury Oversight Committee has no authority to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or to impinge on the day-to-day operations of the County Treasury.

Committee members may not accept any honoraria, gifts or gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business, which are more than the limits imposed by State Law, or by the Fair Political Practices Commission.

Investment Advisor – The County may engage the services of one or more external investment managers to assist in the management of the entity’s investment portfolio in a manner consistent with the entity’s objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. Authorized Financial Institutions, Depositories and Broker/Dealers

1. Financial institutions and depositories authorized to provide investment services and security broker/dealers will be selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include “primary” dealers or regional dealers that qualify under both Government Code §53601.5 and Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).
2. All financial institutions and broker/dealers who desire to become qualified for investment transactions shall meet the requirements of Government Code §53601.5 and, in addition, must supply the following as deemed appropriate by the Finance Director.
 - A. Audited financial statements demonstrating compliance with the state and federal capital adequacy guidelines.
 - B. Proof of Financial Industry Regulation Authority (FINRA) certification (not applicable to Certificate of Deposit counterparties).
 - C. Proof of California state registration.
 - D. Certification of having read and understood and agreeing to comply with the County’s investment policy.
 - E. Evidence of adequate insurance coverage meeting any applicable requirements of State law and otherwise deemed adequate by the Finance Director.
3. An annual review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the Finance Director.

VII. Safekeeping and Custody

1. **Delivery vs. Payment** – All trades, where applicable, will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.
2. **Safekeeping** – Pursuant to Government Code §53608, the Board delegates to the Finance Director its authority to deposit securities for safekeeping. Securities will be held by a third-party custodian meeting the requirements of Government Code §53608 or other applicable law and selected by the Finance Director. The safekeeping institution shall annually provide a

copy of their most recent report on internal controls (Statement of Auditing Standards No. 70)

3. Internal Controls – The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of the control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- A. Control of collusion,
- B. Separation of transaction authority from accounting and recordkeeping,
- C. Custodial safekeeping,
- D. Avoidance of physical delivery securities,
- E. Clear delegation of authority to subordinate staff members,
- F. Written confirmation of transactions for investments and wire transfers,
- G. Dual authorization of wire transfers,
- H. Development of a wire transfer agreement with the lead bank and third-party custodian,
- I. Staff training, and
- J. Review, maintenance and monitoring of security procedures both manual and automated.

VIII. Authorized Investments

1. Investment Types – All investments shall be made in accordance with §53600 et seq. of the California Government Code and as described within this Investment Policy and summarized in Appendix A. Permitted investments under this policy shall include:

- A. **United States Treasury notes, bonds bills, or certificates of indebtedness**, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. [Gov't Code §53601(b).]

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- B. **Federal Agency or United States Government-Sponsored Enterprise Obligations, Participations, or other Instruments**, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises §53601(f) such as Fannie Mae and Freddie Mac.

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- C. **State of California Notes & Bonds** registered state warrants or treasury notes of California including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state. [Gov't Code §53601(c).]

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- D. **Notes and Bonds of Other 49 States** registered treasury notes or bonds of any of the other 49 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of that state. [Gov't Code §53601(d).]

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- E. **Negotiable Certificates of Deposit (NCDs)** issued by a nationally or state chartered bank, a state or federal savings and loan association, a State or federal credit union or by a state-licensed branch of a foreign bank. [Gov't Code §53601(i).]

No more than 30% of the portfolio may be invested in NCDs

- F. **Banker's acceptances**, otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. [Gov't Code §53601(g).]

May not exceed 180 days to maturity or be more than 40% of the market value of the portfolio and no more than 30% of the County's moneys may be invested in banker's acceptances in the same bank.

- G. **Commercial paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO) such as Standard & Poor's or Moody's. [Gov't Code §53601(h) & §53635(a).]

Must have a maximum maturity of 270 days or less, no more than 40% of the portfolio may be invested in eligible commercial paper and no more than 10% may be invested in any one issuer's commercial paper.

- H. **Medium-term notes** include corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States and rated "A" or better by an NRSRO. [Gov't Code §53601(k).]

May not exceed 30% of the portfolio may be invested in medium-term notes.

- I. **Reverse repurchase agreements** whose underlying purchased securities consist of the aforementioned instruments, subject to all the conditions set forth in Government Code §53601(j)(3).

May not exceed 20% of the base value of the portfolio and no agreement may exceed 92 days.

- J. **Money market mutual funds** – shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment company Act of 1940 (15 U.S.C. §80a-1 et sec. [Gov't Code §53601(l).]

No more than 20% of the portfolio may be invested in money market funds.

- K. **Local Agency Investment Fund** – established by the State Treasurer for the benefit of local agencies. [Gov't Code §16429.1.]

No more than \$75 million may be invested in LAIF (LAIF rules)

- L. **California Asset Management Program (CAMP)**. Shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of

the State of California which invests exclusively in investments permitted by §53601 of the Government Code as it may be amended. [Gov't Code §53601(p).]

No more than 20% of the portfolio may be invested in the California Asset Management Program

M. **Commercial or Savings Bank, Savings and Loan or Credit Union** may be used to invest surplus funds up to 30% of the portfolio pursuant to §§53601.8 and 53635.8 of the Government Code.

No more than 10% can be invested in any one institution.

N. **Bonds, notes, warrants or other evidences of indebtedness** of a local agency within the State of California, including local agencies formed within Mono County. [Gov't Code §53601(e).]

May not exceed 5 years to maturity. All investments with local agencies formed within Mono County must be pre-approved by the Board of Supervisors.

O. **Supranationals** – United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States and rated AA or better by an NRSRO. [Gov't Code §53601(q).]

No more than 30% may be invested in supranationals

2. **Collateralization** – Where allowed by state law, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit. Repurchase agreements will be collateralized at 102 percent.

IX. Investment Parameters

1. **Mitigating Credit Risk in the portfolio** – Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The County shall mitigate credit risk by adopting the following:

Diversification – The investments will be diversified by

- i. Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- ii. Limiting investment in securities that have higher credit risks,
- iii. Investing in securities with varying maturities, and
- iv. Continuously investing a portion of the portfolio in readily available funds such as local government investment pools, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time subsequent to the purchase of a particular issuer or investment type. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

2. *Mitigating Market Risk in the portfolio* – Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The County recognizes that, over time, longer-term/core portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The County shall mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The County further recognizes that certain types of securities, including variable rate securities, securities with principal pay downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The County, therefore, adopts the following strategies to control and mitigate market risk:

- i. The County shall maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements,
- ii. The maximum percentage of callable Agency Bonds or Certificate of Deposits in the portfolio shall be 30%,
- iii. The maximum stated final maturity of individual securities in the portfolio shall be five years, except as otherwise stated in this policy,
- iv. Liquidity funds will be held in LAIF, CAMP or money market instruments maturing one year and shorter,
- v. Longer term/Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between 1 day and 5 years and will be only invested in higher quality and liquid securities.
- vi. It is recommended that the Weighted Average Maturity of the portfolio not exceed 24 months (730 Days) or such shorter dollar-weighted average maturity as may be required by State law. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that the appropriate Weighted Average Maturity is maintained.

X. Reporting

1. The Finance Director shall provide quarterly investment reports to the Board of Supervisors within 45 days following the end of the quarter covered by the report. These reports shall include the following investment information as required by Government Code §53646(b):
 - A. The type of investment, issuer, date of maturity, par and dollar amount invested in all securities, investments and moneys held in the County Treasury,
 - B. Market value as of the date of the report and the source of this valuation,
 - C. The weighted average maturity of the investments within the Treasury,
 - D. Distribution by type of investment,
 - E. A description of all the County's funds and investments that are under the management of contracted parties,
 - F. A statement of compliance of the portfolio to this Statement of Investment Policy or manner in which the portfolio is not in compliance, and

- G. A statement denoting the ability of the County to meet its pool's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.
2. The Treasury Oversight committee shall cause an annual audit to be conducted to determine the county treasury's compliance with Chapter 5, Article 6 (§27130-§27137) of the Government Code and this Statement of Investment Policy.

XI. Investment Pool Costs and Earnings Distribution

Costs directly related to the operation and management of the investment pool shall be deducted quarterly directly from net interest earnings prior to the distribution of interest earnings for the quarter. Pool costs include, but are not limited to, staff time, investment tracking costs, brokerage costs, and treasury pool audit costs.

Interest earnings shall be allocated quarterly according to each fund's average daily cash balances as a percentage of the total investment pool. Earnings shall be the net of received interest, amortized premiums, accreted discounts and profit or loss on the sale of trade of a security attributable to the quarter being apportioned, plus adjustments from prior quarters. The interest shall be apportioned as of the last day of the quarter and added to each participating fund's balance in the pooled investment fund.

XII. Investing of Bond Proceeds

The County Treasurer shall invest bond proceeds using the standards of this Investment Policy. The bond proceeds will be invested in securities permitted by the bond documents. If the bond documents are silent, the bond proceeds will be invested in securities permitted by this Policy.

XIII. Withdrawal Requests

1. Regular Operation

The County Finance Director seeks to honor all written withdrawal requests for regular operating purposes that are approved by the County Auditor- Controller's Office in a timely fashion. However, the County Finance Director recognizes that occasionally the Pool Participants may request large amounts in withdrawals to cover unexpected operational needs. To accommodate such withdrawals and allow for adequate time for adjustments to the liquidity position of the Pool, the County Finance Director expects all Pool Participants to submit their written requests within the following timeframes:

- A. Withdrawals up to \$2 million – 3 business days in advance of disbursement
- B. Withdrawals above \$2 million – 5 business days in advance of disbursement and in no case can more than \$5 million dollars be withdrawn in a single business day

Extraordinary withdrawal requests are considered withdrawals outside the normal cash-flow patterns of a Pool Participant. For any withdrawal considered extraordinary, the Finance Director shall evaluate the effect of the proposed withdrawal on the stability and predictability of the investments in the County treasury. In the event that the Finance Director must liquidate investments in order to honor the withdrawal request, the Pool Participant who requests the withdrawal shall be subject to all expenses associated with the liquidation,

including, but not limited to loss of principal and interest income, withdrawal penalties, and associated fees.

2. Investing or Depositing Funds Outside the Pool

Any entity that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool, shall first submit the request for withdrawal to the Finance Director who shall evaluate the effect of the proposed withdrawal on the stability and predictability of the investments in the county treasury. Prior to approval, the Finance Director shall find that the proposed withdrawal will not adversely affect the interests of the other depositors in the pool (Government Code §27136). If it is necessary to liquidate securities, all losses occurring from the sale of a security prior to its maturity shall be borne by the entity wishing to withdraw funds.

XIV. Terms and Conditions for Outside Investors

Outside local agencies, where the County Finance Director does not serve as the agency's treasurer, may invest in Mono County's Investment Pool as permitted by Government Code §53684. Deposits are subject to the consent of the County Finance Director. The local agency legislative body must approve the county investment pool as an authorized investment. If the County Finance Director deems appropriate, the deposits may be returned at any time.

XV. Policy Review

This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal liquidity, rate of return and its relevance to current law and financial and economic trends.

SUMMARY OF INVESTMENT LIMITATIONS					
Investment Type	Government Code Reference	Limit¹ Per Investment Type(s)	Limit¹ Per Institution	Minimum² Ratings	Maxium² Allowable Maturity
United States Treasuries	§53601 (b)	None	None	None	5 years
United States Federal Agencies & Government-Sponsored Enterprises	§53601 (f)	None	None	None	5 years
State of California Notes & Bonds	§53601 (c) & 53601 (e)	None	None	None	5 years
Notes & Bonds of Other 49 States	§53601 (d)	None	None	None	5 years
California Local Agency Debt	§53601 (a), (c) & (e)	None	None	None	5 years
Medium-Term Notes	§53601 (k)	30%	None	A	5 years
Negotiable Certificates of Deposit	§53601 (i)	30%	None	N/A	5 years
Bankers Acceptances	§53601 (g)	40%	30%	A-1	180 days
Commercial Paper	§53601 (h) & 53635 (a)	40%	10%	A-1 (short) A (long)	270 days
Reverse Repurchase Agreements	§53601 (j)	20%	None	Primary Dealer	92 days
Local Agency Investment Fund (LAIF)	§16429.1	N/A	N/A	N/A	N/A
California Asset Management Program (CAMP)	§53601(p)	N/A	N/A	N/A	N/A
Money Market Mutual Funds	§53601(l)	20%	10%	AAA	N/A
Commercial or Savings Bank, Savings and Loan or Credit Union	§53601.8 & 53635.8	30%	10%	N/A	N/A
Supranationals	§53601(q)	30%	N/A	AA	5 years

¹ Based on total of surplus funds at the time the investment decision is made.

² At the time of purchase.

GLOSSARY

Accreted Discount – The increase in the value of a discounted instrument as time passes and it approaches maturity. The value of the instrument will accrete (grow) at the interest rate implied by the discounted issuance price, the value at maturity and the term to maturity.

Accrued Interest – Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

Amortization – The reduction of debt through regular payment of principal scheduled to complete repayment by maturity. Usually the payment of interest is incorporated to compensate the lender over the life of the debt.

Bankers' Acceptance – A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank “accepts” such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

Basis point – One basis point is equal to 1/100 of 1%. For example, if interest rates increase from 4.25% to 4.5%, the difference is referred to as a 25-basis-point increase.

Book Value – The value of a security as carried in the records of an investor. Generally, this is the initial outlay for the investment and may be net or gross of expenses such as trading costs, services charges, etc.

Bond – A debt investment in which an investor loans money to an entity (corporate or governmental) that borrows the funds for a defined period of time at a fixed interest rate. Bonds are used by companies, municipalities, states and U.S. and foreign governments to finance a variety of projects and activities.

Broker/Dealer – Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/Dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

Commercial Paper – Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30 – 45 days.

Coupon Rate – The interest rate stated on a bond when it is issued. The coupon is typically paid semi-annually.

Current Yield – The annual income (interest or dividends) divided by the current price of the security. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP Numbers – An acronym for Committee on Uniform Security Identification Procedures, CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

Debt Instrument – An instrument or promissory note which evidences and documents the terms of the loaning of funds from one party to another. Typically, the instrument contains the loan date, the maturity date, the repayment provisions, and the interest rate of the borrowing.

Default – The failure to pay debt obligations as agreed in the terms of the debt

Discount – The condition of the price of a bond that is lower than par. The discount equals the difference between the price paid for a security and the security's par value.

Earnings Apportionment – The quarterly interest distribution to the Pool participants.

Fair Value – The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

Fannie Mae (FNMA, Federal National Mortgage Association) – A government-sponsored enterprise (GSE) that was created in 1938 to expand the flow of mortgage money by creating a secondary mortgage market. Fannie Mae is a publicly traded company which operates under a congressional charter that directs Fannie Mae to channel its efforts into increasing the availability and affordability of homeownership for low-, moderate-, and middle-income Americans.

Federal Government Agency – Debt issued by government sponsored entities (GSE) to facilitate various types of lending. For example, the Federal Farm Credit Bank provides funds to farmers and FNMA provides funds to the real estate mortgage markets.

Freddie Mac (FHLMC, Federal Home Loan Mortgage Corp.) – A stockholder owned government sponsored enterprise (GSE) chartered by Congress in 1970 to keep money flowing to mortgage lenders in support of homeownership and rental housing for middle-income Americans. The FHLMC purchases, guarantees and securitizes mortgages to form mortgage-backed securities. The mortgage-backed securities that it issues tend to be very liquid and carry a credit rating close to that of U.S. Treasuries.

Government-Sponsored Enterprise (GSE) – Privately held corporations with public purposes created by the U.S. Congress to reduce the cost of capital for the certain borrowing sectors of the economy. Members of these sectors include students, farmers and homeowners.

Local Agency Investment Fund (LAIF) – The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

Market Value – The price at which a security is trading and could presumably be purchased or sold.

Maturity – The date upon which the principal of a security becomes due and payable to the holder.

Money Market Mutual Fund – A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty

Par Value – The face value of a bond. Par value is important for a bond or fixed-income instrument because it determines its maturity value as well as the dollar value of coupon payments.

Premium – The condition of the price of a bond that is higher than par. The premium equals the difference between the price paid for a security and the security's par value.

Principal – The face amount of a security not taking into account discounts or premiums. The amount borrowed or the amount still owed on a loan, separate from interest.

Repurchase Agreement (Repo) – A form of short-term borrowing for dealers in government securities. The dealer sells the government securities to investors, usually on an overnight basis, and buys them back the following day. For the party selling the security (and agreeing to repurchase it in the future) it is a repo; for the party on the other end of the transaction, (buying the security and agreeing to sell in the future) it is a reverse repurchase agreement.

Reverse Repurchase Agreement – The purchase of securities with the agreement to sell them at a higher price at a specific future date.

Registered Warrants – A “promise to pay” with interest, that is issued by the State of California when there is not enough cash to meet all of the State's payment obligations.

Settlement Date – The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

Supranational Bonds – These bonds are issued when two or more central governments issue foreign bonds to promote economic development for the member countries. These include bonds issued by the International Bank for Reconstruction and Development, or World Bank, and the International American Development Bank.

Trade Date – The date and time corresponding to an investor's commitment to buy or sell a security.

U.S. Treasury Obligation – Direct obligations of the United States Treasury whose payment is guaranteed by the United States of America.

Weighted Average Maturity (WAM) - The weighted average of the time until all securities in a portfolio mature.

TEMPORARY CONSTRAINTS AND RESTRICTIONS ON INVESTMENTS

1. County of Mono restricts the purchase of any retail products issued by Wells Fargo and Deutsche Bank from January 1, 2021 until December 31, 2025.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: DEBT POLICY	Policy Number: B-2	Page Number: Page 1 of
	Date Approved:	November 13, 2018 (MO 18-247)
	Revisions:	

POLICY

The debt management policy is used to provide the general framework for planning and reviewing debt proposals. The Mono County Board of Supervisors recognizes there are no absolute rules or easy formulas that can substitute for a thorough review of all information affecting the debt position of Mono County (the “County”). Debt decisions should be the result of deliberative consideration of all factors involved.

1. GENERAL DEBT POLICY

- A. In order to maximize the financial options available to benefit the public, it is the policy of the County to allow for the consideration of issuing all generally accepted types of debt, to the extent permitted by law, to further its public purposes and the County may approve such debt without an amendment of this Debt Policy.
- B. Except in extreme emergencies, long-term debt shall not be issued to finance ongoing operational costs.
- C. When possible, the County shall pursue alternative sources of funding, such as pay as you go or grant funding to limit debt.
- D. Whenever possible the County shall use self-supporting debt instead of General Fund obligated debt.
- E. The aggregate annual debt service, including certificates of participation but excluding self-supporting debt, shall not exceed 7% of annual General Fund discretionary revenue.
- F. The County shall seek to maintain and, if possible, to improve its bond rating so borrowing costs are minimized and access to credit is preserved. It is imperative that the County demonstrate to rating agencies, investment bankers, creditors, and taxpayers that County officials are following a prescribed financial plan. The County will follow a policy of full disclosure by communicating with bond rating agencies to inform them of the County's financial condition.
- G. Every future bond issue proposal will be accompanied by an analysis demonstrating conformity to the debt policies adopted by County Board of Supervisors. The Finance Director will review and comment on each bond issue proposal regarding conformance with existing debt and financial policies, and specific aspects of the

proposed financing package and its impact on the County's creditworthiness.

- H. The County recognizes that it is of the utmost importance that elected and appointed County officials, and all others associated with the issuance of County debt, not only avoid the reality of a conflict of interest, but the appearance thereof as well. County officials must conduct themselves in a fashion consistent with the best interests of the County and taxpayers. Elected and appointed County officials should avoid even the appearance of linkages between politics and public finance that can erode the confidence of taxpayers, ratepayers, and voters. This includes avoiding gratuities, and political contributions of more than nominal value from service providers and the disclosure of all possible conflicts of interest shall be provided in writing and filed with the County Clerk.

2. POLICY GOALS RELATED TO PLANNING GOALS AND OBJECTIVES

The County is committed to financial planning, maintaining appropriate reserve levels and employing prudent practices in governance, management and budget administration. The County intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the County's annual operating budget.

Mono County's property taxpayers and citizens who benefit from projects financed by bonds should be the source of the related debt service funding. This principle of taxpayer equity should be a primary consideration in determining the type of projects selected for financing through bonds. Furthermore, the principle of taxpayer equity shall be applied for setting rates in determining net revenues for bond coverage ratios.

The County will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

3. USES

- A. Debt proceeds should be limited to financing the costs of planning, design, land acquisition, buildings, permanent structures, attached fixtures or equipment, and movable pieces of equipment, such as fire engines, or other costs as permitted by law. Acceptable uses of debt proceeds can be viewed as items which can be capitalized. Non-capital furnishings and supplies will not be financed from debt proceeds. Bond proceeds may be used to establish a debt service reserve. Refunding bond issues designed to restructure currently outstanding debt is an acceptable use of bond proceeds.
- B. Recognizing that bond issuance costs add to the total interest costs of financing, bond financing should not be used if the aggregate cost of the project(s) to be financed by the bond issue does not exceed \$1,000,000.

4. DECISION ANALYSIS

A. Whenever the County is contemplating a possible bond issue, information will be developed concerning the following four categories commonly used by rating agencies assessing the County's creditworthiness. The subcategories are representative of the types of items that may be considered. This information will be presented by the Finance Director to the Board of Supervisors.

Debt Analysis

- Debt capacity analysis
- Purpose for which debt is issued
- Debt structure
- Debt burden
- Debt history and trends
- Adequacy of debt and capital planning
- Obsolescence of capital plant

Financial Analysis

- Stability, diversity, and growth rates of tax or other revenue sources
- Trend in assessed valuation and collections
- Current budget trends
- Appraisal of past revenue and expenditure trends
- History and long-term trends of revenues and expenditures
- Evidence of financial planning
- Adherence to generally accepted accounting principles
- Audit results
- Fund balance status and trends in operating and debt funds
- Financial monitoring systems and capabilities
- Cash flow projections

Governmental and Administrative Analysis

- Government organization structure
- Location of financial responsibilities and degree of control
- Adequacy of basic service provision
- Intergovernmental cooperation / conflict and extent of duplication
- Overall County planning efforts

Economic Analysis

- Geographic and location advantages
- Population and demographic characteristics

- Wealth indicators
- Housing characteristics
- Level of new construction
- Types of employment, industry, and occupation
- Evidences of industrial decline
- Trend of the economy

B. The County may use the services of qualified internal staff and outside advisors to assist in the analysis, evaluation, and decision process, including bond counsel and financial advisors. Recognizing the importance and value to the County's creditworthiness and marketability of the County's bonds, this policy is intended to ensure that potential debt complies with all laws and regulations, as well as sound financial principles.

5. DEBT PLANNING

- A. The County shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the County's public purposes. The County shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.
- B. General Obligation bond borrowing should be planned, and the details of the plan must be incorporated in the Mono County Capital Improvement Plan.
- C. General Obligation bond issues should be included in at least two annual Capital Improvement Plans preceding the year of the bond sale. The first inclusion should contain a general description of the project, its timing, and financial limits; subsequent inclusions should become increasingly specific.

6. INTERNAL CONTROL PROCEDURES

- A. When issuing debt, in addition to complying with the terms of this Debt Policy, the County shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.
- B. The County will periodically review the requirements of and will remain in compliance with the following:
- i. any continuing disclosure undertakings under SEC Rule 15c2-12,
 - ii. any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
 - iii. the County's investment policies as they relate to the investment of bond proceeds.
- C. Significant financial reports affecting or commenting on the County will be forwarded to the rating agencies. Each bond prospectus will follow the disclosure guidelines of the Government Finance Officers Association of the U. S. & Canada.
- D. The County should attempt to develop coordinated communication processes with all other jurisdictions with which it shares a common property tax base concerning collective plans for

future debt issues. Reciprocally, the County should share information on debt plans including amounts, purposes, timing, and types of debt, which would aid each jurisdiction in its debt planning decisions.

- E. The Finance Director or designee can recommend future changes to the Debt Management Policy as deemed necessary.

7. GENERAL OBLIGATION BONDS

- A. Every project proposed for financing through general obligation debt should be accompanied by a full analysis of the future operating and maintenance costs associated with the project.
- B. Generally, bonds cannot be issued for a longer maturity schedule than a conservative estimate of the useful life of the asset to be financed. The County will attempt to keep the average maturity of general obligation bonds at or below 12.5 years.
- C. Whenever possible, the County will finance capital projects by using self-supporting revenue bonds. Revenue bonds assure the greatest degree of equity because those who benefit from a project and those who pay for a project are most closely matched.

8. REVENUE BONDED DEBT

- A. It will be a long-term goal that any utility or enterprise will ensure future capital financing needs are met by using a combination of current operating revenues and revenue bond financing. Therefore, a goal is established that 15% of total project costs should come from operating funds of the utility or enterprise.
- B. It is County policy that each utility or enterprise should provide adequate debt service coverage. A specific factor is established by the County Board of Supervisors that projected operating revenues in excess of operating expenses less capital expenditures, depreciation and amortization in the operating fund should be at least 1.25 times the annual debt service costs. An example of the debt coverage calculation is shown below:

Debt Coverage Example:

Operating Revenues	\$	3,903,000	
Operating Investment Income		<u>80,000</u>	
Total Operating Revenue	\$	<u>3,983,000</u>	
Operating Expenses	\$	3,540,000	
Less: Depreciation and Amortization		<u>310,000</u>	
Net Expenses	\$	3,850,000	
Net Revenue Available for			
Debt Service	\$	133,000	(1 ¹)

Principal	\$	75,000	
Interest		<u>37,500</u>	
Total Debt Service	\$	112,500	(2)

Debt Coverage Ratio (1 divided by 2) 1.18

9. SHORT TERM FINANCING / CAPITAL LEASE DEBT

- A. Short-term financing or capital lease debt will be considered to finance certain equipment and rolling stock purchases when the aggregate cost of equipment to be purchased exceeds \$25,000. Adequate funds for the repayment of principal and interest must be included in the requesting department's approved budget.
- B. The term of short-term financing will be limited to the usual useful life period of the vehicle or equipment, but in no case will exceed ten years.
- C. Departments requesting capital financing must have a budget appropriation approved by the Board of Supervisors. Departments shall submit documentation for approved purchases to the Finance Department each year within ten days after the annual budget is adopted. The Finance Department will consolidate all requests and may solicit competitive or negotiated proposals for capital financing to insure the lowest possible interest costs.

10. ANNUAL REVIEW

The County Finance Director will schedule the Debt Manage Policy for review and updating by the Board of Supervisors annually.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: AUDITS AND ACCOUNTING	Policy Number: B-3	Page Number: Page 1 of 3
	Date Approved:	August 15, 2023 (R23-__)
	Revisions:	

PROCEDURE

Note: A comprehensive detailing of cash handling procedures is contained in the County's Cash Manual compiled by and available from the Department of Finance, Division of the Auditor-Controller.

1. Department of Finance Responsibilities

Upon order of the Board of Supervisors, the Auditor-Controller shall conduct fiscal audits of all County departments or as the Board determines necessary.

2. Definition

A fiscal audit is a study to determine: (1) whether financial operations are properly conducted; (2) whether the financial reports for the department are presented fairly; and (3) whether the entity has complied with applicable laws and regulations.

3. Department of Finance Access To Records

Should any County department refuse to provide requested records to the Department of Finance, whether or not such records are normally required for a fiscal audit, the Department of Finance shall request them through the Board of Supervisors.

4. Fiscal Audit Report

Upon completion of a fiscal audit of a department, the Department of Finance will prepare a written fiscal audit report, including findings and recommendations. Copies of the report shall be provided to the department, the County Administrator, and the Board of Supervisors.

5. Department Compliance

The audited department shall comply with the recommendations contained in the fiscal audit report and shall notify the Board of Supervisors and County Administrator in writing of such compliance.

6. Department of Finance Supervision

The Finance Director, as the chief accounting officer of the County, shall exercise general supervision over accounting forms and procedures in all County offices.

7. County Officials Required to Follow

County officials are required by §26881 of the Government Code and upon order of the Board of Supervisors to follow accounting techniques and forms as specified by the Finance Director.

8. Departmental Changes in Accounting Procedures

Each department head must keep the Finance Director advised of any changes and proposed changes in departmental accounting procedures.

9. Overages and Shortages - Written Report Required

Any person in any County office or department who receives or disburses money placed in his or her custody as directed by law or official authority, shall render a written report to the administrative head of the department at the close of each business day if a cash deficit or overage is discovered. The report shall show the exact amount of any cash deficit or overage in that account for that day.

- A. All cash overages shall be deposited daily.
- B. Any County department incurring a shortage of \$25 or more shall immediately notify the Finance Director so an investigation as to the possible cause can be conducted if deemed necessary by the Auditor-Controller. A letter requesting immediate reimbursement should be submitted to the Finance Director if the deficit in the fund is deemed to seriously hamper the normal operations of the department concerned.
- C. In the event of a discrepancy, the Finance Director, County Administrator, and District Attorney shall each determine whether there is proof of fraud or gross negligence. If they determine that there is no such proof and if the loss is not covered by insurance, the request for reimbursement shall be forwarded to the Board of Supervisors with a recommendation that it be approved.
- D. Providing the cash shortage is approved for reimbursement by the Board of Supervisors, the shortage will be charged to the proper fund.
- E. Notification will be sent by the Finance Director informing the department a warrant will be sent (or a transfer will be recorded, if applicable), or that the request was denied for reimbursement.
- F. An order discharging the department, officer, or employee from further accountability and an adjustment of any charge against said department, officer, or employee may be made. Such discharge from accountability does not constitute a release of any person from liability for payment of any amount.
- G. Upon denial of the request for reimbursement of the cash shortage, the accountability and liability for the shortage will rest with the department or employee responsible.

10. Cash Funds - Petty Cash

All requests for a petty cash fund must be made to the Finance Director and the County Administrator. If the Finance Director and the County Administrator approve the

request, they will recommend to the Board of Supervisors that the fund be established or augmented (if an increase is being requested).

- A. A petty cash fund should be used for minor disbursements. Appropriate documentation, including receipts, must be available for audit. Replenishment of petty cash should be done at least quarterly (monthly if fund is frequently used). Replenishment checks are made out in the name of the department responsible for the fund and may be cashed by the Treasurer-Tax Collector.
- B. Under no circumstances is the fund to be used to cash employees' personal checks.
- C. Operating procedures for petty cash funds will be provided to the requesting department upon the Finance Director's approval of the fund.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: CHARGES FOR COUNTY SERVICES	Policy Number: B-4	Page Number: Page 1 of 3
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

PROCEDURE

1. Calculation of Fee

Whenever a department is planning to provide a service for which there shall be a charge, that department shall calculate a fee or rate and request the review of the County Administrator before submission to the Board of Supervisors. No fee, other than fees set by statute or regulation, may be charged unless approved by the Board of Supervisors.

- A. To the greatest extent possible all fees shall be established or adjusted on an annual basis and shall be included as part of the County's consolidated fee schedule unless otherwise prohibited by law. Requests for changes should only be made, unless otherwise compelled, during the Board's annual review of the consolidated fee schedule.
- B. Base information related to hourly costs shall be provided to the requesting department by the Department of Finance and used in the fee calculation.
- C. The consolidated fee schedule shall be updated once a year and presented to the Board of Supervisors no later than March 1 for consideration of their approval.
- D. Each year, Consumer Price Index – Riverside Area, or such other CPI as the Board of Supervisors or Finance Director shall designate, shall be applied to all fees to maintain reasonable and fair fee rates.

2. Specification

Every attempt shall be made by the requesting department to identify specifically the type, quality, and cost of the services to be provided. Charges shall not exceed the estimated cost of services and may at the discretion of the Board of Supervisors include overhead or other indirect costs associated with provision of service. Back-up documentation which details calculation of proposed charges shall be submitted to the County Administrator at the time a request is made.

3. Concurrence or Non-Concurrence

The County Administrator shall indicate concurrence or non-concurrence with the recommended rate and include the fee proposed charge among those proposed for revision at annual review, unless otherwise compelled.

4. Copying Charges

The charge for supplying copies for County copying machines shall be reviewed annually and included in the consolidated fee study unless otherwise set by law or resolution. Except to make copies of documents or papers in the possession of the County, County copying machines shall not be for public use.

5. Reimbursement Among County Departments

Where there are reimbursements available from federal, state or bi-county agencies, departments that provide items or services to other departments shall bill the appropriate budget unit. This procedure does not apply to county cost plan costs. These will be handled centrally by the Department of Finance.

6. Rendering Professional and Technical Services

With the express permission of the Board of Supervisors, duly and regularly entered in its minutes, and with the prior written approval of the department head involved or concerned, certain of the County's professionally or technically trained personnel may be permitted to render professional and technical services and assistance, under limited special circumstances as determined by the Board of Supervisors, to municipalities and special districts within Mono County.

7. Rendering Professional and Technical Services (Non-Governmental Agencies)

With the express permission of the Board of Supervisors, duly and regularly entered in its minutes, and with the prior written approval of the department head involved or concerned, certain of the County's professionally or technically trained personnel may be permitted to render professional and technical services and assistance, under limited special circumstances as determined by the Board of Supervisors, to certain persons, firms and corporations within the County of Mono where such services and assistance are necessary or required in order for such person, firm or corporation to comply with special requirements promulgated by federal, state, county or municipal law, statutes, ordinances, rules or regulations, provided that such professional or technical skills and services are not otherwise available within the County of Mono or in nearby communities.

8. Conflict

Such permission under sections stated above, shall not be given by the Board of Supervisors or approval be given by the concerned department head in any case or situation which would involve or create a conflict of interest with the County of Mono or where the regular and usual work product of the professional or technical employee for and on behalf of the County would be impaired or interfered with.

9. Charges for Services – Direct / Non-Fee Based

Whenever such permission is granted by the Board of Supervisors, it shall require the municipality, special district, person, firm or corporation requesting such services to reimburse the County at an hourly rate which is not less than all direct and indirect costs to the County, and which rate shall be recommended as to each request by the Finance Director in accordance with the cost system of the County. The manner of payment, including advance deposits, may be prescribed by the Finance Director.

10. Board of Supervisors' Rights

Nothing contained in this policy shall be deemed to be in derogation of the right of the Board of Supervisors to negotiate and enter into any special Contract or agreement with any public agency, person, firm or corporation which may be in conflict with the provisions hereof.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: BUDGET AND FINANCIAL POLICY	Policy Number: B-5	Page Number: Page 1 of 7
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

POLICY

This budget policy establishes goals by which to allocate public resources that efficiently and effectively provide services for citizens and visitors within the County. This policy demonstrates the importance of financial sustainability. While Mono County strives to adopt a structurally balanced budget every year, staff will evaluate carryover funding to identify a portion of that which would be considered ongoing, based on vacancy rates and other historical data.

1. Balanced Budget

Mono County is required by the State Budget Act, Government Code section 29000, to adopt a budget that is balanced. A budget is balanced when total appropriations (or annual spending) is no more than estimated revenues and beginning fund balance.

Mono County strives to adopt a structurally balanced budget every year, staff will evaluate carryover funding to identify a portion of that which would be considered ongoing, based on vacancy rates and other historical data.

2. Reserve Balances

Establishing and maintaining adequate reserve balances ensures the County retains the ability to maintain essential public services during cyclical economic downturns or catastrophic events. The following are guidelines to maintain reserve balances:

- A. The combined balances of the General Reserve and the Economic Stabilization shall total 25% of General Fund expenditures.
- B. Establish and maintain a reserve balance of 10 % of General Fund expenditures. The purpose of the general reserve balance is to provide spending resources in case of emergencies, as enumerated in Government Code Section 29127. The general reserve is to be carried forward in the budget from year to year. Except in cases of legally declared emergencies, the general reserve is established, cancelled, or decreased only at the time the budget is adopted. The general reserve can be increased at any time during the year with a 4/5 vote of the Board.
- C. Establish and maintain an economic stabilization balance of at least 15% of General Fund expenditures. The purpose of the economic stabilization balance is to provide resources to support the workforce and the delivery of essential public services during an economic downturn having a negative effect on the County’s revenues.
- D. When the fiscal year budget permits, the Board will consider placing prior year unspent expenditure contingencies and any portion of the prior year fund balance in reserve, up to the policy levels.
- E. As resources become available, the Board of Supervisors will establish additional Fund accounts for the purpose of accumulating funds for specific long-term purposes

such as retirement of long-term debt, paying down unfunded liabilities, paying for facility improvements, paying for equipment replacements; and funding infrastructure replacement or expansion projects. An example of this is the Pension Rate Stabilization Trust (PRST).

3. General Fund Contingency Appropriation Policy

This paragraph 3, constitutes the General Fund Contingency Appropriation policy (GFCAP). The purpose of the GFCAP is to reduce the over-estimating of budgeted expenditure amounts, which results in a widening gap between budgeted appropriations and actual expenditures. This situation artificially increases the General Fund structural budget deficit and impacts the Board of Supervisors' (BOS) financing decisions.

The GFCAP provides General Fund departments a framework to tighten budgetary cost controls at the account level to achieve a structurally balanced budget. The goal is to establish and maintain a General Fund contingency appropriation in each year's budget to accommodate unexpected increases in expenditures, which could not have reasonably been anticipated at the time the budget was developed. It also is intended to promote collaborative teamwork in managing the finances of the County's General Fund.

The GFCAP policy has five elements as noted below:

A. Scope

This policy applies only to the County's General Fund. The contingency appropriation is not a contingency reserve. A contingency reserve is a budgetary provision setting aside a portion of the General Fund balance (carryover) for an identified purpose. It is not a financing source in the County's annual budget. This policy directs the creation of a contingency appropriation in the County's annual budget and equals the amount which is set aside each year to be appropriated for that year's unforeseen expenditure requirements.

B. Compliance with Applicable Government Code Sections

The County shall adhere to the County Budget Act (Act) which is referenced in Government Code (GC) 29000 through 29144, and is also included in Appendix B of the County Budget Guide (2014 Edition, Revision #1) issued by the California State Controller's Office. This policy is to be consistent with all provisions of the Act affecting appropriations for contingencies which are restated in this section. This section is provided as a summary only and not meant to be a full recitation of the County Budget Act or laws governing county budgets.

GC 29006: The adopted budget shall include, at a minimum, estimated or actual amounts by fund for ... (d) appropriations for contingencies.

GC 29084: The budget may contain an appropriation(s) for contingencies in such amounts as the BOS deems sufficient.

GC 29125: Transfers and revisions to appropriation for contingencies is made by formal action of the BOS, by a four-fifths vote.

GC 29126: For any appropriation in whole or in part that is not needed, the Board of Supervisors may cancel the unneeded appropriation and transfer the amount to appropriation for contingencies.

C. Establishing the Contingency Appropriation

The County will establish a General Fund contingency appropriation with each budget cycle using the guidelines provided in this section.

The amount of the General Fund contingency appropriation is targeted at a minimum of 1% but no more than 5% of budgeted General Fund expenditures (not including this General Fund contingency appropriation).

The General Fund contingency appropriation will be established and/or adjusted with each budget cycle, will be included as a separate department of the General Fund budget, and the balance left in the contingency appropriation at the end of each fiscal year will terminate and lapse as a contribution to General Fund carryover fund balance.

The General Fund contingency appropriation cannot be more than the following for each budget year:

Total General Fund funding sources

Less all other General Fund appropriations

Plus amounts available from General Fund unassigned fund balance.

The amount of the contingency appropriation may be adjusted by 4/5ths vote of the BOS at any time during the fiscal year after the adoption of the County's final budget.

D. Use of the Contingency Appropriation

Only General Fund departments may request use of the contingency appropriation.

The department initiates a request for use of the contingency appropriation by submitting a request to the County Administrative Officer (CAO). Once the need is approved by the CAO the request may be brought forward in either of two ways:

- i. By submitting an individual agenda item through the County's agenda software program which must be reviewed by the CAO, County Counsel, and the Finance Department prior to being placed on the Board's agenda. The agenda transmittal must include a statement by the department justifying the use of the contingency appropriation consistent with this policy.
- ii. By requesting the use of the contingency appropriation, as instructed, during the mid-year (or other intra-period) budget review process. The department must document its justification for the use of the contingency appropriation consistent with this policy.

Transfer from the contingency appropriation must be approved by the BOS with a 4/5ths vote prior to recording the requested transfer.

Use of the contingency appropriation is allowed for the following reasons and circumstances:

- i. Unforeseen expenditures that could not have been anticipated at the time the annual budget was adopted.

- ii. When the department is impacted by legislative changes not known at the time of budget development and which has a negative impact on the department's expenditures (i.e., increases expenditures).
- iii. Increases in expenditures necessary to maintain current service levels.
- iv. Economic events that increase vendor costs such as utility rate increases or an increase in a vendor's rates.
- v. Unanticipated operational changes.
- vi. Use of contingency should not be used to fund new expenditures of an on-going nature.

Prior to requesting use of the contingency appropriation, the department must have:

- i. No unanticipated revenue that has not been appropriated.
- ii. No other appropriations within its own budget which can be reallocated to cover the budget shortfall.
- iii. No other appropriation available in another fund that it controls that can be legally applied to cover the budget shortfall.

4. General Fund Balances

Government Accounting Standards Board (GASB) Statement Number 54 requires the County to segregate fund balances into five basic categories. These categories are:

- A. *Nonspendable fund balance* (such as inventories or prepaid expenditures) is used for amounts that are not in spendable form to segregate them in fund balance so that it cannot be appropriated.
- B. *Restricted fund balance* (such as creditors, grant providers or contributors) is used for amounts restricted to specific purposes by external parties.
- C. *Committed fund balance* (to cover commitments the Board of Supervisors has made) is used for amounts determined by formal action (i.e., resolution) of the Board of Supervisors to be used for a specific purpose.
- D. *Assigned fund balance* (such as covering deficit fund balances) is used for amounts intended to for a specific purpose and can be established by the Board or the CAO.
- E. *Unassigned fund balance* (everything not included in the other types of fund balance).

Restricted, committed, assigned, and unassigned fund balance amounts together constitute spendable fund balance, and these amounts are available for appropriation and use in balancing next year's budget.

The Finance Director is responsible for segregating each fund balance by category and amount and informing the CAO and the Board of Supervisors of the amount of spendable fund balance available for use in balancing the budget for the upcoming year.

5. Strategic Planning

The County uses a strategic planning process for setting priorities and making budgetary decisions. This allows development, initiation, and funding of new or revised programs over a five-year period, in sync with a comprehensive planning process that establishes the Board's priorities for satisfying long-term community needs. All new or revised services are evaluated within the framework of the strategic plan, which is intended to be updated consistent with the Board of Supervisors approved Strategic Plan timeframe.

6. Fiscal Management

Mono County uses fiscal management principles to ensure resiliency in order to:

- A. Maintain a conservative budgeting approach, to remove budget deficits whenever possible. Concerning revenues, it requires forecasting that is not overly optimistically but instead relies on accepted analytical methodologies such as historical trends and economic indicators as the basis for estimating revenues. Concerning expenditures, it requires limiting spending amounts based on work plans to continue delivery of existing public services.
- B. Annually consider reduction of long-term debt and unfunded liabilities.
- C. Establish an equitable basis for allocating internal costs to all service users.
- D. Review fees annually. Fees should be calculated to include all actual costs of providing the service, including overhead. It is all department's responsibility to annually review fees and ensure accuracy for the services.
- E. Incorporate long-term financial planning into the budget cycle to guide financial decision-making.

7. Budget Adjustments

Budget adjustments are allowed throughout the fiscal year. Intradepartmental budget adjustment requests of net-0-changes are allowed throughout the year with appropriate approvals (see "Appropriation Transfer Request" form). Net-0-changes to budget are referred to as Administrative Budget Adjustments. Departments are allowed to spend within the total Board approved appropriations for a single Budget Unit and make changes to budget within those appropriations with approval of the CAO or Board designee. Budget adjustments that increase total appropriations or require use of appropriations between various budget units require Board approval.

8. Capital Improvement Plan (CIP)

There will be an annual CIP workshop with the Mono County Board to consider and prioritize projects for the following year. After the Board workshop the CIP will be taken to the Planning Agency to ensure compliance with the Mono County General Plan and then returned to the Mono County Board of Supervisors for approval. This CIP will prioritize projects and contributions from the General Fund, as well as grants and state/federal allocations for the improvement of county infrastructure and facilities.

Mono County will work with regional partners to reduce County costs for maintaining and improving the County infrastructure and facilities shared with other jurisdictions.

Mono County will plan for new facilities only if operating and maintenance costs for those facilities are fully recognized and accounted for in multi-year financial plans. Additionally, the cost must provide adequate routine maintenance each year to avoid the higher cost of deferred maintenance.

9. New Services

New Services will only be added after identifying a need (see section on strategic planning) and only when adequate resources for staffing and on-going operational funding are available in multi-year financial plans.

10. Guidelines for Operational Efficiencies

- A. Provide County services in the most cost effective and operationally efficient manner.

- B. When program funding is cut or eliminated, reduce, or eliminate the program accordingly, unless otherwise mandated.
- C. Provide staffing levels that consider multi-year needs, reasonable workload per employee, and minimize the possibility of layoffs or furloughs resulting from inadequate revenues.
- D. For special projects or certain expertise in the short-term, utilize temporary employees (not to exceed 1,000 hours) and consultants.
- E. Utilize community expertise on a voluntary basis, as appropriate.
- F. Ensure that fee-supported services are staffed appropriately to render the services for which customers have paid. Minimize the use of subsidies to support continuation of such services.
- G. Work through partnerships, JPA's, and regional relationships to share costs for local programs whenever possible.

11. Budget Development

The County will develop an operating budget with constraints. The budget team estimates resources available, costs out workforce as well as non-discretionary spending. An operating budget with the above fixed costs incorporates the following elements:

- A. Salary and Wages
- B. Benefits
- C. A-87 charges for applicable departments.
- D. Debt Service (Civic Center, Pension Obligation Bond EMS and Jail)
- E. General Liability and Workmen's Comp Insurance
- F. Internal Service Rates (Insurance ISF, Fleet ISF and Technology ISF)
- G. Copier pool program will roll into Tech ISF in 2024-25

The County will allow for departments to propose budgets to the CAO's office for review. The CAO will propose a Recommended Budget to the Board of Supervisors to consider both resources and priorities based on public need, government mandate and the Strategic Plan and make recommended adjustments for the Final budget for adoption.

The role of department heads is to develop a fiscally responsible department budget with consideration of the public need, government mandate and priorities coming out of the Strategic Plan and consistent with past spending patterns and known revenue sources.

The Board will consider the budget during a workshop and provide direction to CAO and staff for changes for the Final Budget.

The general budget development timeline will be delivered to the Board annually for adoption.

12. Special Funding

Any time there is funding received outside traditional funding sources, the funds will be allocated by the Mono County Board as all standard funding sources in the annual budget process with the following factors in mind:

- CIP projects based on annual workshop
- Reducing unfunded liability
- Consistent with whatever guidelines of the funding source

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: YEAR-END AUDIT ADJUSTMENTS	Policy Number: B-6	Page Number: Page 1 of 2
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

POLICY

All relevant closing and adjusting entries must be posted to the general ledger.

PURPOSE

To establish procedures and guidelines ensuring all relevant closing, post-closing, and audit adjusting entries are posted in a timely manner to ensure accurate presentation of financial information.

PROCEDURE

1. In order to close a financial reporting period and in preparation for financial reporting such as the annual audit and single audit, adjustments must be made to the financial system.
2. Closing, post-closing, and audit adjusting entries include receivables, payables, unavailable revenues, pension and OPEB adjustments, long-term debt adjustments, adjustments for capital assets and depreciation, compensated absences, inventory adjustments, closing budgetary accounts, eliminating unused encumbered balances, etc. These entries must be posted prior to finalizing the trial balance used in financial statement preparation. The reconciliation of all significant accounts and the related adjusting entries will be prepared by staff in the Auditor-Controller's Division of the Department of Finance and reviewed by the appropriate supervisory staff member. Any entries prepared by supervisory staff will be reviewed by management. In addition, the Controller or appropriate management personnel will verify that all prior year audit adjustments, and beginning balances, have been properly recorded.
3. Departments shall provide documentation and input for cut-off transactions, such as those meeting qualifications to be recorded as receivables and payables in the previous fiscal year, by the final date established by the Finance Director.
4. At times, during the course of the audit procedures, changes are identified that need to be made to the financial statements in order to maintain accuracy. These changes can be identified by either the external auditors or county financial staff. Any adjustments to the financial information that affect financial accuracy must be posted to the financial

system. These entries will be reviewed and approved by the Controller or appropriate management personnel before being posted to the accounting system.

5. The Auditor-Controller's office will develop a schedule of closing and post-closing activities showing the type of entries and the final date for posting for each year to ensure adjusting entries are posted in a timely and complete manner.
6. All adjusting entries to the financial system must be accompanied by adequate documentation justifying the adjustment. The adjusting entries must be reviewed by the appropriate level of staff to ensure accuracy and appropriateness. Journal entries and any supporting documentation will be retained according to the county's document retention policy to ensure availability for auditing purposes.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: RECORDING REVENUE	Policy Number: B-7	Page Number: Page 1 of 2
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

POLICY

Revenue shall be recorded in the financial system with the proper classification and sufficient detail.

PURPOSE

To establish procedures and guidelines related to recording of revenue to ensure revenue data is accurately classified according to established guidelines and in sufficient detail to identify the source of the revenue.

PROCEDURE

1. Revenue reporting for governmental accounting is mainly concerned with identifying the source of the funding used for county operations. To facilitate the accurate reporting of revenue and an accurate analysis of revenue trends, it is imperative to classify revenue as to its source.
2. The State Controller’s Office of California (SCO) has published the manual “Accounting Standards and Procedures for Counties” (SCO manual) and periodically updates the manual for changes in accounting standards. Chapter 6 “External Financing Sources” defines the various typical revenue sources for counties. The revenue sources are classified into the following general categories:
 - A. Taxes
 - B. Licenses, Permits, and Franchises
 - C. Fines, Forfeitures, and Penalties
 - D. Revenue from the Use of Money & Property
 - E. Intergovernmental Revenues
 - F. Charges for Services
 - G. Miscellaneous Revenues
 - H. Other Financing Sources
 - I. Special Items

3. All revenue received by the county can be classified into one of the above categories. As the categories are general, the Auditor-Controller's office will set up sub-categories under each general heading to further classify the revenue for internal reporting purposes. The criteria for classifying revenue by category are included in the SCO manual. All efforts should be made to classify revenue into the appropriate category. If there is a question as to the classification of revenue, the departments shall contact the Auditor-Controller's office for assistance.
4. If a department believes an appropriate revenue account does not exist in the fund for deposit, the department will contact the Auditor-Controller's office and request set up of the appropriate account. The Auditor-Controller's office will review the information, along with input from the requesting department, and make the final determination as to how the revenue in question will be classified. Any changes to the chart of accounts will be made by the Auditor-Controller's office and at their discretion, with accompanying documentation and authorizations.
5. The miscellaneous category is typically used only when the transactions do not meet the criteria for any other category. Normally, routine revenue transactions will be classified as something other than Miscellaneous Revenue. The Auditor-Controller's office will periodically review miscellaneous revenue accounts to validate its accuracy and proper classification. Departments are encouraged to monitor the use of miscellaneous revenue accounts and periodically review transactions in the miscellaneous account to verify proper classification.
6. If any corrections to the posting of revenue classification are identified and deemed necessary, departments will submit a journal entry request form to reclassify the revenue to the appropriate category. The journal entry request will be accompanied by documentation justifying the change along with the General Ledger (GL) activity report showing the originally posted revenue transaction. The journal request will be processed according to established procedures.
7. Revenue transactions posted to the financial system must be reviewed by another staff member in the Auditor-Controller's office prior to posting. The review will verify the adequacy of supporting documentation and the appropriateness of the specified account.
8. Account activity reports, including revenue accounts, are available in real-time to each department to ensure proper posting. Department fiscal staff reviews the transactions and submits reclassification journal entries when errors are identified.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: PAYMENT OF CLAIMS	Policy Number: B-8	Page Number: Page 1 of 2
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

POLICY

1. CLAIMS FOR PAYMENT

The County’s accounting system is the basis for submitting vendor invoices for payment. These transactions previously were submitted using an external claim form, which is no longer required, except in the case of payments to individuals, such as grand jury fees or reimbursements, where invoices in the normal course of business are not the customary practice.

2. FILLING OUT FORMS

To ensure proper payment of claims for payment, where a claim form is required, each claim shall be completed pursuant to the instructions on the form. The lower portion of the claim concerning budget charges shall be completed and the form shall be signed where provided. Claims, properly completed and approved, shall be accompanied by completely itemized invoices and purchase orders when used.

3. SUBMITTING PAYMENT CLAIMS USING THE ACCOUNTING SYSTEM

Vendor invoices are entered by departments using the accounting system’s “Invoices” module. The instructions provided by the Auditor-Controller’s Division are to be followed, ensuring that accurate information is entered and that the appropriate backup documents are attached.

4. AUTHORIZED SIGNATURES

Where applicable, claims shall be signed by the head of a department or by a deputy or an assistant as authorized by the department head. Such authorization for a deputy or an assistant to approve the payment of claims shall be in writing and on file in the office of the Finance Director.

Vendor invoices in the accounting system are to be electronically approved by the department head, or other individual for which delegation of responsibility has previously been established with the Auditor-Controller’s Division.

5. PAYMENT BY FINANCE DIRECTOR

Except as provided herein, payment shall be made only upon proper billing by invoice from a vendor and shall be made only to the vendor. Employees may be reimbursed for payments made to a vendor upon proper evidence of payment and approval by the department head and the Finance Director.

6. LIABILITY

Government Code Section 29121 provides that: "Except as otherwise provided by law, obligations incurred or paid in excess of the amounts authorized in the budget unit appropriations are not a liability of the County or dependent special district, but a personal liability of the official authorizing the obligation." The official making or incurring the expenditure in an amount known by him or her to be in excess of the unencumbered balance of the appropriation against which it is drawn is liable therefor personally and upon his or her official bond.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: MOBILE DEVICES	Policy Number: C-1	Page Number: Page 1 of 17
	Date Approved:	September 20, 2016 (R16-21)
	Revisions:	

BACKGROUND

The rapidly changing world of wireless communications provides an opportunity for County Departments to ensure efficient, safe, and high-quality customer service to the citizens of Mono County. In the coming years, we will see an evolution in technology use that bridges the Business-to-Business (b2b) and Business-to-Consumer (b2c) use of mobile technology and mobile applications benefiting the County and its stakeholders. We further anticipate an evolving mobile technology workforce that will utilize and be proficient in Personally Owned Devices (PODs).

We recognize and will be positioned to support a convergence of devices, including phones, tablets, desktops, and (docked) laptop computers into one single technology asset capable of deploying any operating system, be it iOS, Microsoft, Android, etc. That is, Mono County Information Technology will ensure that mobile devices can securely connect to the County network and access County technology systems and data/information.

This requires placing:

- County-wide standards defining the use of mobile devices include both Agency Owned Devices (AODs) and Personally Owned Devices (PODs).
- An integration of business and consumer application access to County information and data.
- Deployment of appropriate protection schemas within and residing on all mobile devices and its communications and connectivity to County assets to ensure that data and information remain protected and that the use of such mobile devices meet Federal, State, and local rules and regulations.

PURPOSE

This policy states the official guidelines for Mono County in the utilization of County owned and personally owned (BYOD) mobile wireless devices. It creates allowances for the use of personal mobile devices that are used for County business purposes and that connect to County technology assets including County data and information. It also establishes the guidelines to securely connect to and provide for enhanced protection of County information systems and data to substantially meet Federal, State and Local security and privacy rules and regulations as well as contractual obligations of the County.

This policy also provides the provision that of a mobile device allowance for the purpose of enabling individuals to utilize a personally owned (BYOD-Bring Your Own Device) as a tool to help perform their County job-related duties and to carry out County business. This provision applies to the County's business needs for management employees, including elected officials and on-call and/or emergency support staff. A BYOD provision will allow for a 'cell phone', 'data plan' or combined cell/data plan allowance that recognizes and provides for expense recovery for the use of such plans for the benefit and convenience of the County and its supporting departments.

This policy will be agnostic to any type of mobile device. The convergence of ‘cell phones’, ‘smart phones’, ‘tablets’ and other emerging technology into ‘portable’, small ‘form factor’ wireless communications and operational devices requires a built in flexibility, within the policy, to combine existing and future deviations of such devices into a long term policy that remains.

DEFINITIONS

Cellular Phone Costs Identification of costs specifically associated with cell phone call expense and that a portion of such expense can be attributed specifically to County work and to the benefit and convenience of the furtherance of County use. Costs may be derived before the fact as within a committed cell phone use plan with a service provider, a ‘cost per minute’ plan or a ‘pre-paid’ by the minute plan.

Data Access Costs: Identification of costs specifically associated with Internet access expense and that a portion of such expense can be attributed specifically to County work and to the benefit and convenience of the furtherance of County use. Costs may be derived before the fact as within a committed Internet service plan with a data service provider, a ‘cost per minute’ or ‘cost per bandwidth’ plan or a ‘pre-paid’ by the time or bandwidth usage plan. The data service plan may or may not provide for a ‘business’ or ‘enterprise’ E-mail corporate access plan for access to the County Enterprise E-mail system.

Mobile Device: Device that provides an "always-on" end-to-end solution, combining hardware, software, and wireless connectivity, offering a complete email, messaging, organizer, Internet, and/or cellular phone solution. The device includes the adapter, battery pack and includes other equipment specific to the device used for County business purposes. A mobile device solution provides the ability to securely connect said device to the County’s internal network and access County enterprise systems, technology, data, and information.

Business Use: Work-related responsibilities required by an employee’s or an elected official’s position.

Personally Owned Device: Also referred to as Bring Your Own Device (BYOD), these are mobile computing devices including smartphones and tablets which are owned by the employee and voluntarily utilized for work purposes.

Agency Owned Device: These are mobile computing devices, including smartphones and tablets, which are purchased and owned by the County and issued to employees specifically for business or work purposes.

POLICIES

1. Agency Owned Devices

County departments may issue mobile devices for use with specific applications that support the mobile worker working in an outside environment. The mobile device may:

- Store agency data on directly on it
- Connect back to the County network via a secured, remote connection
- Connect to the Internet and access a Cloud supported service
- Access County data internally or hosted in the Cloud

A. Policies and Regulations

Agency Owned Devices may be requested by Department Heads and issued to specific staff, or used as a shared device for a specific business need within a department.

- i. Use of any AOD is governed by Policy 1B as defined in the Information Technology Standards and Procedures
- ii. Assignment of or access to an AOD does not imply authorization for employee to work after hours or collect compensation for Over Time work which was not been pre-approved.

B. Department Head Responsibilities

Agency Owned Devices may be issued to employees for business use. Once issue, it is the responsibility of the employee and Department Head or Manager to ensure that:

- i. The devices are physically secured when not checked out to an employee
- ii. Ensure that clear and complete use regulations, expectations, and impact thereof have been established, documented, and communicated to the employee before device has been distributed.
- iii. Devices are properly logged when checked out and receiving back into physical custody of department
- iv. Department and its assigned user has agreed to maintain device in its originally configured state and that no additional applications, data, or connections will be added to the assigned device without authorization of the IT Department.

C. Employee Responsibilities

- i. Use mobile device only for the specific purpose as designated by his/her department
- ii. Use the device's Internet service on for supporting research as designated by the employees given responsibility as designated by the issuing department.
- iii. Employee is responsible for the physical security of the issued mobile device
- iv. Follow recommended procedures to properly maintain the device's battery life
- v. Employee is responsible for protecting the data, information, connectivity, and only uses the mobile device for its designated and authorized use.
- vi. Employee is expected to abide by all state and federal laws governing use of device including those which prohibit use while operating vehicles, equipment, or otherwise create unsafe situations.
- vii. Make the device available for updates, software patches, or other maintenance work that ensures the device remains current and secure
- viii. Employee must read, understand, and sign the Mobile Device User Agreement (Appendix A).

D. Joint Responsibility

Both the employee and the department are ultimately responsible for informing the IT Department of any issue with the device, including but not limited to:

- i. Damage to or loss of device
- ii. Appropriate use of device

E. Acceptance of Policy:

Employees are required to review and sign the Agency Owned Device User Agreement and adhere to the policies set forth in the Mono County PC Policies which govern use of AODs.

2. Personally Owned Device (POD) / Bring Your Own Device (BYOD) Stipend

Employees are permitted to use Personally Owned Devices (POD) for business or work purposes so long as they have been authorized to do so by their supervisor. Should the Department Head determine that the use of a POD is required or necessary for performing their regular job and an AOD is not provided, the employee may be eligible for a stipend commensurate with the level and type of use of that employee.

A. Qualification Criteria

Department Heads should consider the following criteria when determining qualification:

- i. The nature of work assigned requires timely, business critical, two-way communication for which there is no reasonable alternative technology.
- ii. The employee provides emergency support and back-up from a mobile environment.
- iii. A cellular phone or mobile device is needed to insure the safety of the employee or others who may be at risk.
- iv. The employee must be able to immediately communicate with staff in the department and other agencies to coordinate programs or to provide adequate customer service, and using a land line would not adequately meet this need.
- v. The employee frequently works in the field where land lines and other primary radio or telephone communications are not available.

B. Use of Personally Owned Devices for business purposes

- i. The cellular phone is personally owned, and may therefore be used for both personal and business calls.
- ii. Employees receiving a stipend must maintain an active cellular phone contract, with an add-on data plan (if necessary & approved), for the life of the allowance.
- iii. Employees must provide their cellular phone numbers to the department, and agree to notify departments immediately of any changes to their cellular phone numbers or termination of their monthly service plans.
- iv. There are no requirements to substantiate the business use of personally owned cellular phones. However, Department Heads may require employees to provide business usage documentation to validate the appropriateness of the monthly cellular phone allowance rates approved for the employees.
- v. Understanding that County information may be stored on certain devices, employees must follow basic security precautions, as outlined in Section 5C.
- vi. Replacement or repair of the phone will be the responsibility of the employee who uses the phone.

C. Security for Personally Owned Devices

- i. If any agency data or information (including email or other records) are stored on the device, the employee must maintain a passcode on the device at all times.
- ii. Device must be secured or in the possession of employee at all times.
- iii. If an employee loses the device, the employee must immediately notify the Department

- iv. Head and the Director of Information Technology. Device will not be altered (i.e.: ‘Jail-broken’) from its existing manufactured configuration and operating environment in an attempt to make device more flexible and/or more ‘open’ in accepting rouge applications and communications.
- v. Additionally, policies outlined in the Information Technology Standards and Policies govern the use of Personally Owned Devices for business use.

D. Compensation

- i. The mobile device allowance is intended to cover the costs of personal mobile device cellular and data/Internet service expenses related to work duties.
- ii. Initial purchase of the mobile device, accessory equipment, and activation fees and any long term contractual obligations will be the responsibility of the employee.
- iii. The employee shall pay any costs exceeding the amount of the cellular phone and/or PDA allowance.
- iv. No allowance will be paid when an employee is in an unpaid leave status or any other status except as an active employee.
- v. The County has established three tiers for the payment of monthly cellular phone allowance and a separate add-on allowance for e-mail and data service for PDAs based on anticipated or documented business usage.
- vi. In exceptional cases, the County Administrator may approve a higher allowance for employees that demonstrate consistent documented official business use that exceeds the authorized allowance listed above. Occasional, infrequent spikes in business use do not qualify for a higher allowance or additional reimbursements.
- vii. The Finance Director shall review the rates annually and recommend changes, as appropriate, to the existing rates to the County Administrative Officer for consideration.

Tier	Name	Definition	Payment
1	Limited Use Rate	This rate is appropriate for users with incidental or low usage level of up to 100 minutes per month	\$25.00
2	Standard Rate	This rate is appropriate for users with usage level between 101 and 400 minutes per month	\$35.00
3	High Use Rate	This rate is appropriate for users with anticipated or documented heavy volume usage of over 400 minutes per month.	\$55.00
4	Data Add On	Applicable to employees using Personal Computing Devices (PCDs) such as smartphones or tablets with a data plan.	\$50.00

E. Taxability

The mobile device allowance will be paid through the County payroll system as taxable income. For determination of individual's taxability, employees should check with their tax advisor.

F. Overtime

Overtime is strictly managed by your departmental policy and use of a mobile device after hours does not automatically put an employee into an overtime status.

3. PROCEDURES

- A. The Department Head shall determine the work-related requirements and needs of an employee for cellular phone allowance as provided in this policy. If the employee is determined to be eligible, Department Head shall select the appropriate monthly cell phone allowance rate based on the anticipated or documented business usage level of the employee.
- B. The Department Head must complete and submit the completed and approved Cellular Phone Authorization Form, along with a Personnel Action Form to the Department of Human Resources. A copy of the cell phone service agreement or monthly bill must be provided to activate the allowance.
- C. The Department of Human Resources will activate the allowance the pay period following receipt of the appropriate paperwork. No retroactivity will be provided.
- D. Should an employee decide to use a County-owned cellular phone in lieu of an allowance, a Cellular Phone authorization form shall be completed and kept in the department's files.
- E. If the employee is assigned a County-owned cell phone the Department shall determine the most appropriate cellular phone provider and service plan for the employee based on the County's established procurement policies. In all cases, the most economical service plan that meets individual business needs must be chosen. Employees are responsible for the safekeeping and care of their cell phones.

4. TERMINATION OF ALLOWANCE

Department Heads shall terminate the monthly cellular phone allowance or the assignment of a County-owned cellular phone under the following conditions:

- A. When the requirement and the need for cellular phone/PDA access by the employee cease to exist as determined by the Department Head at his or her sole discretion.
- B. When the employee is transferred from the department or terminates employment with the County. Cellular phones/PDAs will not be transferred between employees without department head approval.
- C. When there is a pattern of abuse.

Department Heads shall use a Personnel Action Form to notify the Department of Human Resources within seven days of the termination of the cellular phone allowance.

APPENDICES

- APPENDIX A Agency Owned Device User Agreement**
- APPENDIX B Agency Owned Device Authorization Form**
- APPENDIX C Personally Owned Device User Agreement**
- APPENDIX D Personally Owned Device Stipend Authorization**



Mono County Agency Owned Device (AOD) User Agreement

In an effort to support business operations and information security, Mono County will be issuing you an Agency Owned Device (AOD) which is intended for use in regular job duties. The purpose of utilizing this AOD for business purposes only is to ensure that County data is adequately protected and clearly separated from personal data, accounts, and devices.

County policies surrounding Agency Owned Devices are designed to ensure that Information Technology (IT) can adequately manage and protect the devices that are used by Agency staff, as well as the data contained on, or accessed by those devices.

The following policies apply to Agency Owned Devices, as set forth in the Mono County Information Technology Standards and Policies:

Computers, devices, and similar equipment provided to Users shall only be used for performing regular job duties. Should a violation occur, access may be wholly or partially restricted until a long-term remedy is put in place.

Equipment owned by the Agency shall not be removed from the premises without previous authorization from IT. The assignment of a portable computing device (such as a laptop or tablet) implies such authorization.

Agency owned equipment may not be used for personal business unless otherwise authorized by a Department Head and the IT Director.

Authorized Users shall have no expectation of privacy when using an Agency Owned Device (AOD), other provided technology, or while utilizing the Agency network. The IT Department monitors network traffic and devices for irregularities or illegal usage. Data that is created, stored, or received may be accessed by IT staff at any time in order to ensure network and data integrity.

Supervisors, managers, Department Heads, as well as the IT Department (as authorized by the applicable department director), reserve the right to enter, search and monitor the Agencies' computer files of any employee without advance notice. Justification for such actions may include monitoring work flow or productivity, investigating theft, disclosure of confidential business or proprietary information, or personal abuse of the system

Access to the Agencies' network, Internet connection, and storage is provided to Users for work-related purposes. Personal use of the Internet is to be limited, and may be prohibited by a Department Head or IT Director. Any such use should be (a) confined to any use that is absolutely necessary; (b) kept to a minimum and be focused; (c) to the extent practical, performed on breaks or lunch time rather than during work time.

Storage of personal files on Agency PCs or storage devices is prohibited. This includes pictures, music, or other documents.

Users are prohibited from installing any software onto an Agency computer without gaining prior approval from the IT Department.

All software installation and use must conform to licensing restrictions set forth by the vendor. Using products that are not appropriately licensed by the Agency or otherwise violate the rights of any person or organization is strictly prohibited.

Personal software shall not be installed on any Agency computer or device without prior approval from the IT Director. Agency software shall not be installed on any personal computer or device without prior approval from the IT Director.

No Authorized User will alter or tamper with any Agency computer for any purpose. Any hardware issue or failure shall be reported to the IT Department immediately.

The IT Department exercises its best effort to keep computers in good working condition, and replace technology that is old or failing. Computers and technology installed within the Agency are of standard make and model, with rare and specific exceptions. The standard and policies for PC replacement is detailed more fully in Policy 3C.

An Authorized User may be provided with a mobile or portable Agency Owned Device (AOD) for certain business purposes. Use and management of Agency Owned Devices is in line with the 1B policies above, and is more fully described in Diagram 1 below.

AGENCY OWNED DEVICE POLICY	
Device Type	No Restrictions
Wireless Carrier	Verizon (unless otherwise justified)
Use Restrictions	Agency business only
Security Requirements	Passcode & device encryption Mobile Device Management
IT Authority	Ability to monitor, restrict, access, and enforce Remote wipe if device lost

Diagram 1 : Agency owned device usage and management matrix.

Access to, or use of, an AOD does not imply tacit approval for working outside of normal working schedule, or receiving compensation for time worked.

Users must comply with all State and Federal laws governing use of a POD, especially those pertaining to use of mobile devices such as in the case of operating vehicles or machinery.

In addition to these policies, an awareness to adherence of regulations and law affecting your specific department pertaining to protected data and information requires the County and you to actively protect this

information. Disregarding adherence to these rules can lead to civil and criminal sanctions against you as well as the agency.

The AOD you are using has Mobile Device Management (MDM) software loaded on it which improves the security of your device and provides IT with the ability to better manage it. This software ensures that your device is secured with a passcode, can be accessed remotely, and wiped should the need arise. While these safeguards are in place, it is important that you always physically secure your device and ensure that others cannot gain access to it. Additionally, applications shall not be installed on the device without authorization from Mono County IT and/or your department management.

Upon separation from the County, or movement to another position/department, the phone must be turned back in to the IT Department.



Mono County Agency Owned Device (AOD) Authorization

As a user of a County Agency Owned Device (AOD), I understand that I am to only use this device for County business and that I am expected to follow the policies as set forth in the Mono County Information Technology Standards and Policies.

I acknowledge that if any issues arise, or assistance is needed with the AOD issued to me, or any item in the set of policies governing use of this device, I will immediately contact Mono County IT for clarification. Furthermore, it is solely my responsibility to understand the rules and requirements to participate in this program.

I have read and agree to comply with the Mono County Information Technology Standards and Policies related to use of an Agency Owned Device.

Name _____ Mobile Device Type _____

Office Phone _____ Mobile Device Number _____

Date Implemented _____

Comments _____

Certification/Signature

Employee _____ Date _____

IT Approval _____ Date _____

Department Head _____ Date _____



Mono County Personally Owned Device (AOD) User Agreement

As a result of your job duties, and at the discretion of your Department Head/Supervisor, it has been determined that the County will compensate you for use of Personally-Owned cell phone/smartphone/tablet for business or work purposes. Use of your device is subject to the terms and conditions set forth in the Mono County Mobile Device Policy set, and are reinforced below:

Use of Personally Owned Devices for business purposes

- The cellular phone is personally owned, and may therefore be used for both personal and business calls.
- Employees receiving a stipend must maintain an active cellular phone contract, with an add-on data plan (if necessary & approved), for the life of the allowance.
- Employees must provide their cellular phone numbers to the department, and agree to notify departments immediately of any changes to their cellular phone numbers or termination of their monthly service plans.
- There are no requirements to substantiate the business use of personally owned cellular phones. However, Department Heads may require employees to provide business usage documentation to validate the appropriateness of the monthly cellular phone allowance rates approved for the employees.
- Understanding that County information may be stored on certain devices, employees must follow basic security precautions, as outlined in Section 5C.
- Replacement or repair of the phone will be the responsibility of the employee who uses the phone.

Security for Personally Owned Devices

- If any agency data or information (including email or other records) are stored on the device, the employee must maintain a passcode on the device at all times.
- Device must be secured or in the possession of employee at all times.
- If an employee loses the device, the employee must immediately notify the Department Head and the Director of Information Technology.
- Device will not be altered (i.e.: 'Jail-broken') from its existing manufactured configuration and operating environment in an attempt to make device more flexible and/or more 'open' in accepting rouge applications and communications.
- Additionally, policies outlined in the Information Technology Standards and Policies Section 1C govern the use of Personally Owned Devices for business use.

Compensation

- The mobile device allowance is intended to cover the costs of personal mobile device cellular and data/Internet service expenses related to work duties.
- Initial purchase of the mobile device, accessory equipment, and activation fees and any long term contractual obligations will be the responsibility of the employee.
- The employee shall pay any costs exceeding the amount of the cellular phone and/or PDA allowance.
- No allowance will be paid when an employee is in an unpaid leave status or any other status except as an active employee.
- The County has established three tiers for the payment of monthly cellular phone allowance and a

separate add-on allowance for e-mail and data service for PDAs based on anticipated or documented business usage.

Tie r	Name	Definition	Payme nt
1	Limited Use Rate	This rate is appropriate for users with incidental or low usage level of up to 100 minutes per month	\$25.00
2	Standard Rate	This rate is appropriate for users with usage level between 101 and 400 minutes per month	\$35.00
3	High Use Rate	This rate is appropriate for users with anticipated or documented heavy volume usage of over 400 minutes per month.	\$55.00
4	Data Add On	Applicable to employees using Personal Computing Devices (PCDs) such as smartphones or tablets with a data plan.	\$50.00

- In exceptional cases, the County Administrator may approve a higher allowance for employees that demonstrate consistent documented official business use that exceeds the authorized allowance listed above. Occasional, infrequent spikes in business use do not qualify for a higher allowance or additional reimbursements.
- The Finance Director shall review the rates annually and recommend changes, as appropriate, to the existing rates to the County Administrative Officer for consideration.

Taxability

The mobile device allowance will be paid through the County payroll system as taxable income. For determination of individual's taxability, employees should check with their tax advisor.

Overtime

Overtime is strictly managed by your departmental policy and use of a mobile device after hours does not automatically put an employee into an overtime status.

Personal computers may not be plugged directly into the Agency network via Ethernet without prior authorization from the IT Department. Any computer directly connecting to the Agency network must have current virus protection software on it. Use of the Agency network or Internet for downloading large quantities of data is prohibited.

Users may connect PODs to the Public or Guest wireless network provided by the Agency at any time without prior consent.

The IT Department will not provide any front-end User support for any PODs unless the User is included on the Mobile Device / Cellular Stipend Program and support is needed for specific business purposes.

Passcodes are required on any POD that has an Agency mailbox mounted natively, or has Agency data stored locally on the device. If the Authorized User accesses email through a web browser or files through a Virtual Private Network connection (VPN) and they are not stored on the device, no passcode is required, yet recommended.

If any POD is used for business within a Health & Human Services Department (HIPAA Agency), Law enforcement or Emergency Services function, all rules and security precautions as defined in the AOD section and Diagram 1 apply.

If a device with Agency email or data is lost, it must be reported to the IT Department immediately so that appropriate steps may be taken. The IT Department reserves the right to remove the mailbox or remotely wipe the device if it is directly connected to the Agency network and security has been compromised.

PERSONALLY OWNED DEVICE POLICY	
Device Type	No Restrictions
Wireless Carrier	No Restrictions
Use Restrictions	No Restrictions
Security Requirements	Passcode required on device
IT Authority	Limited Authority Remove mailbox or remote wipe if lost

Diagram 2 : Bring Your Own Device policies for personal devices.

* Regardless of ownership, if User is part of a HIPAA, Law, or EMS agency, all HIPAA rules apply

Use of your POD is at your convenience and is your responsibility to protect your device from damage. The Agency will not repair or replace your personal device if damaged while being used for Agency business.

Use of a POD for work purposes does not imply tacit approval for working outside of normal working schedule, or receiving compensation for time worked.

Users must comply with all State and Federal laws governing use of a POD, especially those pertaining to use of mobile devices such as in the case of operating vehicles or machinery.

Protection of 'Personally Owned Devices' from theft or accidental damage are the responsibility of each owner.



**MONO COUNTY
PERSONALLY OWNED DEVICE STIPEND AUTHORIZATION**

This form is to be completed when a County official or employee, as part of his or her job, needs to use a Personally-owned cellular phone/smartphone (or similar mobile device), or when that use is to be discontinued.

NOTE: Cellular Phones and devices with an activated service component may be Personally-owned or Agency-owned by an authorized official or employee. This form covers Personally Owned Devices (PODs) only. There is a separate agreement for Agency Owned Devices (AODs).

Employee: _____

Position: _____

Department: _____

Cell Phone #: _____

Type of
Device:

Cell
Phone

Smartphone

Tablet

Amount Requested: \$ _____

A: ALLOWANCE FOR BUSINESS USE OF PERSONALLY OWNED DEVICE (POD)

Employee will provide his/her own cell phone/mobile device, on _____ [date].

Employee will begin receiving an allowance within 30 days hereafter, and on a monthly basis, until he or she no longer needs to use the Cell Phone for County business purposes or chooses to stop this allowance.

The employee and his/her department head (for County elected officials or appointed department heads, the CAO) hereby certify that the employee needs to use a Cell Phone for County business because (initial all that apply):

Qualification Criteria	Employee	Dept. Head
1. The nature of work assigned requires timely, business critical, two-way communication for which there is no reasonable alternative technology.		
2. The employee provides emergency support and back-up from a mobile environment.		
3. A cellular phone or mobile device is needed to ensure the safety of the employee or others who may be at risk.		
4. The employee must be able to immediately communicate with staff in the department and other agencies to coordinate programs or to provide adequate customer service, and using a land line would not adequately meet this need.		
5. The employee frequently works in the field where land lines and other primary radio or telephone communications are not available.		

COMPENSATION:

The supervisor of the requesting employee must initial all that apply:

Tier	Name	Definition	Payment	Approval
1	Limited Use Rate	This rate is appropriate for users with incidental or low usage level of up to 100 minutes per month	\$25.00	
2	Standard Rate	This rate is appropriate for users with usage level between 101 and 400 minutes per month	\$35.00	
3	High Use Rate	This rate is appropriate for users with anticipated or documented heavy volume usage of over 400 minutes per month.	\$55.00	
4	Data Add On	Applicable to employees using Personal Computing Devices (PCDs) such as smartphones or tablets with a data plan.	\$50.00	

TAXABILITY:

Any County official or employee accepting an allowance for a Cell Phone or for a cell phone service component of a PCD acknowledges that the allowance is considered to be taxable

income by the Internal Revenue Service. For determination of individual taxability, officials and employees should check with their tax advisor.

DISTRIBUTION:

If this form authorizes an allowance, send the original of this form and a Personnel Action Form (PAF) to the Human Resources Department and keep copies of those documents in the department's files along with a copy of the service agreement or a current bill for service. If no allowance is being authorized, the department should keep the original of this form; no PAF, service agreement, or bill is necessary.

CERTIFICATIONS:

I certify that the foregoing is true and correct.

Date: _____

Signature of Employee (or
Official)

Date: _____

Signature of Department
Head (or CAO)

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: REMOTE WORK	Policy Number: C-2	Page Number: Page 1 of 6
	Date Approved:	March 15, 2022 (R22-029)
	Revisions:	

PURPOSE

Remote working is an arrangement that allows eligible Mono County employees requesting remote work authorization to work in a designated area outside their regular work location. Where a request is approved, remote working is a cooperative arrangement between employees, supervisors, and employing departments. Administration of the Remote Work Policy and Program within each department is under the authority of the department head or designee, with oversight by the County Administrative Officer.

Remote work can be on a regular and recurring, or an occasional basis. Regular and recurring means an employee works away from the regular worksite on an established day or days, and on a recurring schedule. Occasional remote working means an employee works away from the office on an infrequent, one-time, or irregular basis. This option provides an arrangement for employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria.

Remote work benefits employees, departments, the County of Mono, and the community. Benefits include:

- Recruitment and retention of highly qualified employees
- Greater flexibility for employees and departments
- Improved employee morale and job satisfaction
- Reduced employee absenteeism
- Reduced employee commute time and costs
- Decreased energy consumption, air pollution, traffic and parking congestion, and transit overcrowding.
- The ability to continue to perform County services during an emergency (such as a wildfire or other natural disaster), severe weather event, power interruption, pandemic, or other unexpected events which would render the principal work location inaccessible or unsuitable.

POLICY

Remote work is a privilege, not a right. All County employees who work remotely must have an approved remote work agreement under this policy. A County department may have additional remote work requirements, guidelines, or procedures, provided they are consistent with the intent of this program. Subject to the oversight of the County Administrative Officer, a department head may determine to not allow remote work based upon department performance objectives, customer service objectives, staffing shortages, supervisory needs, training objectives, or for any reason that is not arbitrary or capricious.

1. Remote work does not change the duties, obligations, responsibilities, or terms and conditions of County employment. Remote work must not reduce employee, department,

or County productivity or performance. Employees who are working remotely must comply with all County rules, policies, practices, and instructions.

2. In addition to allowing employees to work from an alternate location for all, or a portion of the normal work week, a remote work arrangement may also include flexibility in the hours worked, as long as those hours do not violate any laws, regulations, policies, or contractual obligations and are approved by the department. However, an employee who is working remotely must perform work during scheduled working hours, unless otherwise approved by their supervisor. Employees may not engage in activities that are inconsistent, incompatible, and in conflict with County business while working remotely and any perform any activity that would otherwise not be permitted at the regular worksite such as personal business or dependent care. Employees should check with their supervisor regarding the possibility of implementing a flexible work arrangement for such circumstances. Employees who are working remotely may take care of personal business during unpaid lunch periods or using paid leave, as they would at the regular worksite.
3. Employees must read this Remote Work Program Policy, review the [IT Policies](#), be familiar with [Home/Remote Work Resources](#) on SharePoint, work with their supervisor on a remote work agreement through the departmental approval process, and receive permission from their department before they are allowed to work remotely.
4. A supervisor or a department may deny, end, or modify a Remote Work Agreement for any business reason that is not arbitrary or capricious. Similarly, an employee may end or request to change a remote agreement. Employees may be removed from the Remote Work Program if they do not comply with the terms of their remote work agreements or for any business reason including but not limited to unsatisfactory work performance or misuse and/or abuse of this policy. Finally, the County Administrative Officer may approve, modify or deny a Remote Work Agreement if he or she determines that it is the best interests of the County to do so.
5. **The Mono County Remote Work Policy and Program is voluntary on the part of the employee and is intended to be cost neutral. The County is not required to provide employees electing to work remotely with materials or supplies, or cover additional expenses needed to establish an alternate worksite (desk, chair, computer, software, cell phone, fax, copier, etc.), and assumes no responsibility for set-up or operating costs at an alternate worksite (telephone or internet services, etc.).**
6. In some cases, as approved by the department, employees may work on a personal computer. However, the IT Department will only provide support for County computers. Remote employees may be contacted by the County via their cell phone (as a secondary measure of communication), but remote employees are not entitled to cell phone reimbursement from the County. Determination for cell phone reimbursement falls within the Mono County Cell Phone Policy.

Departments have the sole discretion to provide equipment, software, or supplies, or allow employees to use their personal equipment while working remotely, unless the County Administrative Officer directs otherwise. Departments providing equipment, software, or other supplies to remote employees must reasonably allocate those resources based on operational and workload needs and coordinate any request for equipment with IT before committing to the allocation.

7. Employees shall adhere to all laws, regulations, County policies and rules while working remotely.

ELIGIBILITY

Eligibility for remote work is based on both the position and the employee. Not every job, or every employee, is well-suited for remote work.

1. Position Eligibility

An employee's position may be suitable for remote work when the job duties:

- Are independent in nature
- Are primarily knowledge-based
- Lend themselves to measurable deliverables
- Do not require the employee's immediate presence at the regular worksite to address unscheduled events, unless alternative arrangements for coverage are possible
- Are not essential to the management of on-site workflow
- Not required to engage in daily or regular face-to-face interaction with the public
- Can be performed at a remote location during a regularly scheduled workday or portion thereof

2. Employee Eligibility

When considering an employee request to work remotely, the Supervisor shall consider whether the employee has:

- Demonstrated dependability, responsibility, and integrity
- Effective communication with supervisors, coworkers, and clients
- Demonstrated motivation and good judgment
- The ability to work independently
- A consistently high rate of productivity
- A high level of skill and knowledge of the job
- The ability to prioritize work effectively
- Good organizational and time management skills.
- Passed probation (unless this requirement is specifically waived by the department head or designee).

3. Meeting Standards. Employees who fail to uphold County obligations, such as meeting performance standards or workplace conduct expectations, are not eligible to work remotely.

4. Alterations to Remote Schedule. Employees who work remotely must be available to work at the regular worksite on remote days as needed, as determined by their supervisor. Conversely, occasional requests by employees to change their regularly scheduled remote days should be accommodated by the supervisor, whenever possible. Employees must obtain prior authorization to change a regularly scheduled remote day. The remote worker and their department head or designee must review and sign the Remote Work Agreement at least every six months.

WORK HOURS

All the rules applicable at the regular worksite are applicable while working remotely. These include, but are not limited to:

- Remote employees must perform their designated work during scheduled work hours, unless otherwise approved by their supervisor.

- Employees must account for and report time spent working remotely the same way they would at the regular worksite, or according to the terms of the remote work agreement
 - Time accounting should be included in the remote work agreement
- Employees may work overtime only when directed to do so and approved in advance by the supervisor
- Employees must obtain approval to use vacation, sick, or other leave in the same manner as departmental employees who do not work remotely.
- Remote employees who become ill must report the hours actually worked and use sick leave for hours not worked.
- Remote employees must come into the office on a regularly scheduled remote day when the department requires it.
- Remote employees are expected to respond in a timely manner and be available and accessible by phone, email, video calls during work hours.

WORKSITE

1. A remote employee must have a work area suitable for performing official business. Requirements for the designated work area will vary depending on the nature of the work and the equipment needed and may be determined by the department. An example of a work area that meets the ergonomic and efficiency standards can be viewed [here](#), and remote employees shall familiarize themselves with how to have an appropriate desk setup at the previous link and also watch the video [here](#).
2. Because remote employees must work in an environment that allows them to perform their duties professionally, safely, and efficiently, the County and/or department may request photographs of the employee's designated work area to determine compliance with department and County expectations.
3. The County is not liable for damages to an employee's personal or real property while the employee is working at an alternate worksite.

EQUIPMENT AND SUPPLIES

A remote employee must identify the equipment, software, supplies, and support required to successfully work at an alternate location, which shall be listed in the remote work agreement. If the department does not provide the needed equipment, software, supplies, or support, and the employee does not have them, the employee will not be eligible to work remotely.

1. County Equipment
 - a. Equipment, software, or supplies provided by the County are for County business only.
 - b. A remote employee does not obtain any rights to County equipment, software, or supplies provided in connection with remote work. The employee must immediately return all County equipment, software, and supplies at the conclusion of the remote work arrangement or at the department's request.
 - c. A remote employee must protect County equipment, software, and supplies from possible theft, loss, and damage. The remote employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.
 - d. Any equipment, software, files, and databases provided by the County shall remain the property of the County. A remote employee must adhere to all software copyright laws and may not make unauthorized copies of any County-owned software or data. Employees may not add hardware or software to County equipment without prior written approval.

2. Personal Equipment

- a. Employees who use their personal equipment for working remotely are responsible for the installation, repair, and maintenance of the equipment. The IT Department will not provide support for personal devices.
- b. Remote employees must understand and agree that, to the extent allowed by law, the County is entitled to, and may access, any personal equipment used while working remotely, such as a personal computer, telephone, fax machine, monthly bills, and internet records.
- c. Employees must contact their supervisors if equipment, connectivity, or other supply problems prevent them from working while working remotely. Additionally, supervisors must address employee performance issues related to remote employee internet connectivity, cell phone connectivity, and equipment problems. If equipment, connectivity, or other supply problems prevent an employee from effectively working remotely, then the department may determine that remote work is not allowed under these circumstances.
- d. If the remote worker encounters constraints that prohibit them from continuing the remote engagement (e.g., required equipment fails), the remote worker must either report to their primary work location to continue working, or notify their department head or designee to determine if alternate work location and/or assignments can be arranged to continue the remote engagement. Alternatively, with department head or designee approval, the employee may take remaining time off via vacation or personal leave time banks (excluding sick leave).

3. Security of Confidential Information

- a. All files, records, papers, or other materials created while working remotely are County property. Remote employees and their supervisors shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. **A department may require employees to work in private locations when handling confidential or sensitive material.** Departments may prohibit employees from printing confidential information in remote locations to avoid breaches of confidentiality or disclosure of any sensitive information.
- b. Employees may not disclose confidential or private files, records, materials, or information, and may not allow access to County networks or databases to anyone who is not authorized to have access.

4. California Public Records Act

The California Public Records Act applies to county records regardless of location or the device upon which they are stored or maintained. Public records include any writing or recording containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by the County regardless of physical form or characteristic. Public information means the contents of a public record. Upon receipt of an appropriate request, and subject to authorized exemptions, a remote employee must permit inspection and examination of any public record or public information in the employee's custody, or any segregable portion of a public record, within required time limits.

5. Procedures

Employees must complete the following steps before working remotely:

- a. Talk with the supervisor to determine eligibility

- b. Read and agree to the Remote Work Program Policy
- c. Complete the remote work agreement with their supervisor
- d. Receive approval of the remote work agreement in accordance with the department's approval process

6. Denial of Application

- a. The County's Remote Work Policy and Program is not subject to the grievance procedures in any Memorandum of Understanding, or to any other review or appeal procedures, except as noted in this policy.
- b. An employee may appeal a denial of their application to the department head or designee. If the supervisor who issued the denial is the department head, then the denial may be appealed to the Chief People Officer or designee.
- c. The decision of the department head or designee is final, unless the County Administrative Officer determines that the best interests of the County require a different outcome and exercises his or her oversight authority to direct otherwise.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: LACTATION	Policy Number: C-3	Page Number: Page 1 of 2
	Date Approved:	January 11, 2022 (R22-09)
	Revisions:	

PURPOSE

California Labor Code Sections 1030-1034 (the “Law”) require employers in California to provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee’s infant child and the Law provides for 15 minutes of paid break time, to be taken concurrently with the employee’s regularly scheduled break period (or unpaid if at another time).

Pursuant to Labor Code Section 1034c, this Lactation Policy will be provided to all new hires, and whenever an employee makes an inquiry about parental leave.

POLICY

If a provision of this policy conflicts with any provision of a valid memorandum of understanding (MOU) between Mono County and a recognized employee organization, the provision of the MOU that is in conflict shall apply to employees covered by that MOU, to the extent that the MOU provision does not conflict with applicable state or federal law.

1. County employees have a right to request lactation accommodation. The County will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee’s infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee and each lactation break may extend to up to 30 minutes of paid time. If the employee takes a lactation break that exceeds 30 minutes, then the time exceeding 30 minutes shall be unpaid, or the employee may choose to use accrued leave.
2. Those employees desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.
3. The County will provide a room or other appropriate location in close proximity to the employee’s worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:
 - a. Be accessible to the employee without needing to obtain access (e.g., a key or that a door be unlocked) from a third party;
 - b. Be shielded from view and free from intrusion while being used to express milk;

- c. Be safe, clean, and free of hazardous materials as defined in Labor Code section 6382;
 - d. Contain a surface on which to place a breast pump and personal items;
 - e. Contain a place to sit; and
 - f. Have access to electricity needed to operate an electric battery-powered breast pump.
4. An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. When a multipurpose room is used for lactation, the use of the room for lactation shall have precedence over other uses, but only during the time it is in use for lactation purposes.
 5. The County will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area.

PROCESS FOR REQUESTING ACCOMMODATION

1. An employee may request accommodation for lactation breaks by submitting a lactation accommodation request form (available on the County's intranet site) to the designated department supervisor.
2. The department supervisor must respond to the employee's accommodation request in writing on the same lactation accommodation request form submitted by the employee indicating the approval or denial of the break request. The completed request form must be returned to the employee and a copy sent to Human Resources.
3. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Non-exempt employees must clock out for any lactation breaks that do not run concurrently with normally scheduled break periods. Any such breaks will be unpaid.
4. Employees have the right to file a complaint with the Labor Commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: COUNTY IDENTIFICATION CARDS	Policy Number: C-4	Page Number: Page 1 of 2
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

POLICY

Every employee of Mono County shall have a County issued security/identification badge (ID) that identifies them as a County employee.

PROCEDURE

1. Current Employees

Every employee will always carry their ID with them and have it at their workstation each day they are at work and will take appropriate care to keep it under their control to identify them as a county employee.

2. Lost Badges

If an employee misplaces or loses their ID he or she shall:

- A. Notify Human Resources and their own department/division leader as soon as they become aware.
- B. Contact the Human Resources department to obtain a replacement badge or temporary badge.

3. New Employee

Upon hiring of any new employee, the submission of a completed Personnel Action Form (PAF) by the hiring department will serve to notify Human Resources that an ID must be created for the new employee. Human Resources will coordinate with the new employee to arrange for a photo to be taken and for the ultimate delivery of the ID to him or her.

4. Terminations/Retirement

It is the responsibility of each Department Head or his/her designee to notify Human Resources, through submission of a completed PAF, when an employee leaves active employment. Advance notice is suggested when possible. The Department Head or his/her designee shall collect the employee's ID from him or her prior to or on the employee's last day of service.

5. Contractor/Vendor IDs

Any vendor that a County department anticipates working on site for an extended or recurring period (i.e. consultant, repair technician, etc.) may be issued a temporary identification badge.

- A. Each vendor ID must bear the name of the individual from the vendor and a photo. Generic (non-photo) badges may not be issued to a non-county employee.
- B. For a vendor to receive an ID there must be a 'sponsoring' department that will accept responsibility for the vendor.
- C. Any vendor that performs work in any confidential department or area (e.g., Sheriff's Office, Social Services, etc.) must have previously passed the necessary background check as identified by the department. This includes California DMV and Department of Justice check.
 - i. IDs may be issued to vendors who have not completed a background check, however those vendors must be escorted at all times in any of the 'confidential' designated areas by a County employee authorized to be in these areas.
 - ii. Vendor IDs will automatically expire after three months.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: PAYROLL	Policy Number: C-5	Page Number: Page 1 of 2
	Date Approved:	August 15, 2023 (R23-__)
	Revisions:	

POLICY

Payroll will be processed accurately, timely and in compliance with applicable Federal, State, and County policy and in accordance with Labor Agreements in effect at the time of processing.

PROCEDURE

Payroll processing is handled under the authority of the Department of Finance with employee related information supplied by the Human Resources department and time and hours worked information provided by all county departments.

1. Department Responsibility

Records of employee attendance and hours worked are recorded on an approved timesheet and then entered into the Electronic Payroll System (Innoprise or as directed). These records shall include hours worked by the employee, both regular and overtime, vacation, sick leave, floating holidays, and administrative leave accumulated and taken, hours worked at a specialized pay rate, hours worked on special projects or emergencies as directed, etc. Departments are responsible for making sure the Hours Detail Report accurately reflects employees' time and attendance data. The Hours Detail Report and timesheets shall be signed by the department head and submitted to the Auditor's Office via the payroll e-mail (payroll@mono.ca.gov) no later than 3:00 pm on the Monday following the close of the working period. In the event the Monday following the close of the working period is a County holiday, then the Hours Detail Report and timesheets will be due on the Tuesday no later than 12:00 pm following the close of the working period.

Records of employee attendance shall be retained for a minimum period of six years from the end of the calendar year in which the record was created, per section 3.2.9 of the County's Records Retention Policy (Policy A-3)..

Departments are also responsible for the accuracy of payroll information provided for processing. It is on the responsibility of the department head to ensure staff handling payroll have sufficient knowledge and training of applicable Federal, State, and County regulations and policies to ensure accuracy of records and compliance regulations.

2. Pay Frequency

Mono County personnel are paid bi-weekly with the payday set on the Friday following the close of the working period. The Human Resources Department will establish an annual notice that indicates each day of payment. In the event pay day falls on a federal holiday, the payday will be moved to the Thursday following the close of the working

period.

3. Payroll Report

Payroll Distribution reports will be uploaded to the County's designated software system (OpenGov or other) and available by the Tuesday following pay day.

The Payroll Distribution Report will include a list of all paid employees and their present wages (at the time of preparation). These figures shall be checked and corrected if necessary.

4. Certification Required Before Salary Payment

Except as otherwise provided by State law, the Auditor-Controller shall not approve any salary or compensation for services for any person holding or performing the duties of any position, unless a document certified by Human Resources to the effect that the name, title and rate of pay of the person to be paid are in accordance with the provision of the County Resolution and Personnel Rules.

It is the responsibility of each department head to ensure the documentation for any changes in an employee's profile (i.e. new hires, terminations, position changes, promotions, location changes, etc.) to be communicated to Human Resources in a timely manner so the documentation can be provided to the Auditor-Controller prior to payroll processing deadlines.

5. Overtime

Overtime is governed by Federal Fair Labor Standards Act (FLSA), the County's Management Benefits Policies, and any other applicable laws and regulations.

6. Vacation, Sick, Bereavement and Other Leaves and Holidays

Leave is governed by the Federal Fair Labor Standards Act (FLSA), the County's labor agreements and Personnel Rules and Management Benefits Policy.

7. Errors in/Changes to Submitted Information

Any changes to payroll information submitted for processing should be communicated quickly to the Auditor-Controller. Changes should be in writing, or some other approved documentable format as specified by the Auditor-Controller. The deadline for submitted changes to the unprocessed payroll is established by the Auditor-Controller. Any changes submitted after that will be processed on a subsequent payroll.

Any pay errors discovered after checks have been issued should be referred directly to the Payroll Division of the Auditor-Controller's Office.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: PERSONNEL POSITION REQUESTS	Policy Number: C-6	Page Number: Page 1 of 3
	Date Approved:	August 15, 2023 (R23-__)
	Revisions:	

PROCEDURE

1. General

Requests for new positions, either full or part-time, extra-help or advanced step hire require authorization from either, both, or all the following: County Administration, Human Resources and / or the Board of Supervisors.

2. New Position Requests

New position requests are typically made only during the annual budget process and always require approval of the Board of Supervisors, Chief People Officer and County Administrator.

- A. Requests shall be made on a Request for Position Allocation Change form (PAC) provided for that purpose by Human Resources. Requests shall include the proposed classification for the position sought, hours to be worked, estimated salary and benefit costs, funding source(s), a narrative justifying the need for the position and any other items requested on the PAC.
- B. The PAC shall be submitted first and discussed with Human Resources for its review and recommendation. Once review is complete, Human Resources will communicate its recommended approval or alternatives to the requesting department. The document will then be forwarded to the County Administrator for approval.
- C. Requests approved by the County Administrator and Human Resources shall be processed in one of the following manners:
 - i. All new position requests received as part of the annual budget process shall be submitted to the Board of Supervisors during budget hearings, with a recommendation for funding.
 - ii. Position requests received outside of the annual budget process shall only be considered if there are unique circumstances which make delay undesirable, as determined by the County Administrator. Requests shall

be submitted to the County Administrator and Human Resources by the requesting department. If supported by the County Administrator and Human Resources, the department shall prepare a Resolution Authorizing Amendment to the Allocation List, on a template provided by County Counsel and agendize the request for Board approval.

- D. To fill an approved position, the requesting department must complete a Request to Fill Open Position form, available from Human Resources, or online, and submitted to the County Administrator and Human Resources for approval.

3. Extra Help Position Requests

Extra Help requests shall be submitted to the County Administrator using the Request to Fill Open Position form. Extra Help employees may work no more than 960 hours in any fiscal year unless an exception has been granted by the Chief People Officer.

Retired PERS members may not work more than 960 hours in any fiscal year and are subject to other limitations as set forth in the PERS law. There will be no exceptions granted for this group.

4. Vacant Positions

Requests to fill vacant positions shall be submitted to the County Administrator using the Request to Fill Open Position form. All fields shall be completed, or the form will be returned to the submitting department.

Exceptions to completing the form may be made for ongoing recruitments of particular positions, but only after confirmation and approval by Human Resources and the County Administrator.

5. Request for Services

Occasionally, a department may request assistance from Human Resources where reviews are necessary to help determine the staffing needs of the department. Reviews can be performed for anticipated new positions, job classifications, job analysis, salaries, department structure, anticipated layoff calculations, title analysis and turnover/retention issues.

6. Position Allocation List

The Positional Allocation List (PAL) shall be maintained by Human Resources. A sufficient number, however limited, of Human Resource employees (as designated by the Chief People Officer) shall have access to update the PAL, as necessary to ensure accuracy and timeliness of updates.

- A. The PAL shall minimally contain the following fields:
 - i. County Department:

- ii. A list of approved position allocations in each department, listed separately and the salary rate or range, as applicable, for each position; and
- iii. Identification of the position as either full-time, limited-term, part-time, or extra-help.

B. PAL Updates

- i. The PAL shall be updated only by Human Resources staff, or someone designated by the County Administrator if the Chief People Officer is not available.
- ii. The PAL shall be updated immediately, and no later than 48 hours, after a change occurs.
- iii. When updated, an electronic copy of the PAL shall be provided to the County Administrator, Budget Officer and Finance Director.
- iv. The PAL report shall be prepared and provided by a time and date certain, as directed by the County Administrator for the county budget and shall contain, at a minimum, the required detail as provided for in the County Budget Act of California, subject to local modifications beyond the minimum requirements.
- v. Prior to the final PAL being included in the county budget, each department head shall receive a copy of their department allocations. Upon receipt, the department head shall review the PAL for accuracy and at a time certain as designated by the Budget Officer, provide a return copy to the Budget Officer, with the department head's signature, certifying the accuracy of the PAL for their department.
- vi. The County Administrator may request and shall be provided with a copy of the most current PAL at his or her discretion.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: EMPLOYEE STATUS CHANGE	Policy Number: C-7	Page Number: Page 1 of 2
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

POLICY

There are items that require coordination with several internal service departments when hiring, transferring, promoting, reassigning, or releasing an employee. It is critical that these staffing changes are communicated in a timely manner to ensure tasks associated with the change are completed at the right time.

PROCEDURE

1. Required Tasks

The following are some of the required tasks involved when a change in employee status occurs.

- A. Access Cards: The Information Technology department needs to be notified as soon as possible in order to effectively issue, revise, or terminate a County access card. Cards need to be physically turned in to the employee's department of record upon an employee's separation of employment. It is the responsibility of the employees' department to secure the card and provide it to the Information Technology department.
- B. Identification Cards: Employee ID cards should be turned in to the department at the same time as Access Cards and returned to Human Resources.
- C. County Credit Cards: The Department of Finance and the County Administrator's Office need to be notified as soon as possible in order to effectively order, revise, or terminate a County Credit Card issued to a Department Head. Cards need to be physically turned in to the Department of Finance department upon the Department Head's separation or notification thereof from the department.
- D. Office Keys: The employee's department shall secure all county issued keys immediately upon employee's separation or prior to if warranted necessary by the department head.
- E. Technology: The Information Technology department needs to be notified as soon as possible to effectively configure, change, or terminate technology-related services. The services are for, but not limited to, the following items: desktop computer, laptop computer, desk phone, cell phone, etc.

F. Personnel Related Items: Human Resources the Department of Finance needs to be notified as soon as possible in order to complete the various tasks involved when an employee status change occurs. Tasks include issues related to pay, retirement, benefits, unemployment insurance, etc.

2. Timeframe

The Department Head or his or her designee shall notify the Department of Finance and Human Resources within 48 hours in advance of the proposed staffing change by completing a Personnel Action Form (PAF) provided by Human Resources (not after it has already occurred). If the staffing change involves a termination or immediate resignation, the Department Head or his or her designee must notify the Department of Finance, Information Technology, and Human Resources immediately. While email or written correspondence is an acceptable form of notification, personal contact with a representative of the above-listed departments shall occur to avoid issues with someone being out of the office. A PAF should be completed and submitted as soon as possible.

3. Confidential Notification

If the notification is deemed confidential, (i.e., disciplinary action related, supervisor has not had the opportunity to discuss with staff involved, etc.) departments shall make direct contact with the Chief People Officer.

4. Documents Requiring Completion

Please contact Human Resources and Information Technology to obtain necessary forms that must be completed with every employee separation, onboarding or change in status.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: TRAVEL	Policy Number: D-1	Page Number: Page 1 of 4
	Date Approved:	November 1, 2022 (R22-116)
	Revisions:	

BACKGROUND

The purpose of this policy is to provide written rules and guidelines to department heads and staff for expending public funds for meals, lodging, and travel.

POLICY

The general policy of the Board of Supervisors concerning County travel is that public funds may be expended for meals, lodging, and travel when conducting official County business.

Department heads are responsible for ensuring that meals, lodging, and travel expenses are incurred only for authorized purposes and at the most economical means.

The County Administrator, in conjunction with the Finance Director, is responsible for developing and administering such policies and procedures as necessary to carry out the Board policy and pursuant to Sections 620 – 660 of the Mono County Personnel Rules.

1. Types of Travel Authorized

Travel for any of the following County purposes may be approved:

- A. Conferences or conventions where attendance by elected officials or employees is required by law or approved as necessary or desirable.
- B. Professional or County association meetings.
- C. Meetings or conferences required or which are deemed beneficial in the implementation or administration of new or ongoing programs.
- D. Training or in-service sessions.
- E. Educational meetings where direct benefit to the County, or department is shown.
- F. Where normal work duties require out-of-county travel.

2. Approval Authority

- A. Employee travel within California or Nevada must be approved by the department head or designee.
- B. Employee or department head travel outside of California or Nevada must be approved by the County Administrator

- C. Travel outside of California or Nevada by elected officials must be approved by the Board of Supervisors.

3. Procedures for Travel and Reimbursement Requests

- A. Travel and reimbursement requests shall comply with Personnel Rules 650 and 660 and be accompanied by an agenda or other information indicating the purpose and value of the travel.
- B. Travel requests should be made at least five (5) working days before travel is to occur, except in an emergency; when not practical due to departmental business; or where the travel involves an authorized employee pursuing and/or returning a fugitive(s) from justice.
- C. Reimbursement requests shall be submitted to the Finance Department following completion of approved travel and shall include:
 - i. an explanation of the purpose of the trip, including an agenda or other announcement if available;
 - ii. the dates of travel;
 - iii. an itemization of all expenses;
 - iv. receipts (unless for meals under stated policy where no receipt is required).
 - (a) If a supporting document(s) or receipt is not available, a statement to that effect shall be made by the claimant and submitted with the reimbursement request.

4. Modes of Travel

Travel should be made by the most economical means available and in accordance with the following:

- A. Automobiles: County vehicles should be used when possible, but the use of personal vehicles may be approved where the use of a County vehicle is not possible or where it is impractical. Personal vehicle mileage is reimbursed at the IRS rate.
- B. Air Travel: Commercial air travel may be approved if it is the most economical option, or travel by car is impractical due to time constraints.
- C. Use of private, rental or chartered aircraft may be approved where commercial air travel is authorized, but reimbursement for actual and necessary cost shall not exceed the commercial air travel rate from Mono County to the point of destination for the number of passengers.

5. Lodging and Expenses

Lodging costs and miscellaneous lodging expenses shall be reimbursed as provided in Personnel Rules section 640.

6. Travel Advances

Travel advances shall be in accordance with Personnel Rules section 650, which provides as follows:

- A. Department Heads are expected to provide employees with County credit cards in lieu of travel advances, and travel advances should be granted only when there is insufficient time to obtain a credit card.
- B. Employees requesting a travel advance must submit the travel request form at least ten days prior to the anticipated travel.
- C. Travel advance requests may include advance payment for registration, lodging, meals and/or transportation and shall not be granted in an amount less than fifty dollars.
- D. Employees receiving a travel advance must file a reconciliation claim with the Director of Finance for their travel within thirty (30) days of their return from the trip.

7. Per Diem (Meal) Reimbursement

The following meals shall be reimbursed at the rates set forth below in Section 8 of this policy.

- A. Meals eaten while engaged in approved out-of-county travel requiring an overnight stay. On the day of travel, if the employee leaves prior to 7:30 a.m. breakfast for that day shall be reimbursed and dinner shall be reimbursed if the employee returns after 5:30 p.m.
- B. Meals eaten while engaged in travel not requiring an overnight stay, where the meal, or function at which the meal occurs, is for the benefit of the County and approved by the department head. Breakfast shall be reimbursed if the employee commences travel prior to 7:30 a.m., lunch shall be reimbursed if the employee returns after 1:00 p.m., dinner shall be reimbursed if the employee returns after 5:30 p.m.
- C. A banquet or similar meal included with, or as part of, an approved conference or event.

8. Reimbursement Rates

- A. **Meals purchased directly by the employee or official.** Qualifying meals shall be reimbursed at the United States General Services Administration (GSA) rate for Sacramento, receipts need not be provided.
 - i. Rates shall be adjusted annually in accordance with any changes to the GSA rate for Sacramento without amendment to this Policy.
- B. **Meals included in a conference or event registration fee.** For a meal or banquet included in an approved conference or event – reimbursement shall be for the actual

cost of the registration and receipts shall be provided. There shall be no additional reimbursement unless the employee or official has a dietary restriction that is not accommodated as part of the conference or event, or the provided meal is a continental breakfast and a full breakfast is purchased. In such cases, the employee or official shall be reimbursed at the above rate for the purchased meal.

- C. **Meal expenses reimbursed by grant.** Notwithstanding the foregoing, if meal reimbursement is made using grant funds and the rate of reimbursement provided by the grant is higher than the County rate, then reimbursement may be approved by the Finance Director at actual cost, not to exceed the rate authorized by the grant.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: VEHICLES	Policy Number: D-2	Page Number: Page 1 of 11
	Date Approved:	December 21, 2021 (R21-89)
	Revisions:	

POLICY

The Purpose of the County Vehicle Policy is to formalize rules and procedures relating to vehicles utilized in the conduct of County business, in accordance with the intent of Mono County Code sections 2.83.060 and 2.83.070. This Policy:

- Provides uniform rules and regulations that govern the use and operation of County vehicles and equipment in the conduct of county business.
- Establishes a uniform policy for transportation for officials and employees in the conduct of County business.
- Establishes a uniform policy for use of private vehicles in the conduct of County business.
- Establishes protocols and standards for the maintenance, care, and replacement of County vehicles.
- Establishes Safety Standards for County Vehicles.
- Describes and formalizes the methodology utilized in establishing Motor Pool Rates.

This Policy shall apply to:

- The use of County-owned and county leased passenger vehicles, trucks and heavy equipment including, but not limited to graders, loaders, paint stripers, and tractors (hereinafter referred as ‘heavy equipment’), by all County officers, employees, and volunteers including elected and appointed Department Heads.
- The Policy shall apply to all privately-owned vehicles when those vehicles are being used in the performance of County business and mileage reimbursement is provided.
- Sworn officers employed by the Mono County Sheriff are exempt from this Policy when performing the official duties of the Sheriff’s office.

Under this Policy, elected and appointed Department Heads are responsible for their own use of County Vehicles, as well as use by their department’s staff and volunteers.

In adopting this Policy, the Board of Supervisors charges the County Administrative Officer and each Department Head with the responsibility of ensuring that all officials, officers, and employees under their supervision are thoroughly aware of its contents and comply with the policy at all times.

DEFINITIONS

County Vehicle - All County-owned or leased vehicles and heavy equipment, as well as ***privately-owned or leased vehicles*** when used in the performance of County business and eligible for mileage reimbursement.

Personal Vehicle - A ***privately-owned vehicle*** when used in the performance of County business and eligible for mileage reimbursement.

Assigned Vehicle - A County Vehicle assigned to a specific Department and/or specific staff member within a Department that meets the established criteria for vehicle assignment.

Shared Pool Vehicle - A County Vehicle that is maintained and checked out by the Department of Public Works (DOPW) and is intended for shared use between County Departments.

OPERATIONAL RULES AND REGULATIONS

The following rules and regulations apply to all County Vehicles.

- A. The operation of a County Vehicle (or a personal vehicle when used for County business) is a privilege that may be withdrawn at any time.
- B. No employee shall operate a vehicle (or equipment) for which they do not have the appropriate classification of driver's license (or certifications). Some vehicles require a commercial license and/or additional certifications. In addition, no employee shall drive or be instructed to drive any vehicle which they have not been adequately trained to operate or operate a vehicle that has been determined to be unsafe (or that is pending a safety inspection based on a hazard report).
- C. Use of a County Vehicle for any purpose other than County business is prohibited.
- D. Only County employees, appointed, officials and volunteers shall operate a County Vehicle.
- E. Employees are prohibited from carrying passengers in County Vehicles who are not a party to County business.
- F. Use of a County Vehicle other than during an employee's regular working day or officially assigned duty (i.e., when employee is 'off-the-clock') is prohibited. This does not apply to regular breaks within a work shift.
- G. Use of a County Vehicle to travel to and from an employee's home is prohibited, except as permitted in these rules and regulations, a memorandum of understanding (MOU) approved by the County and the employee bargaining unit, or a written, County-approved employment agreement.
- H. County-owned vehicles shall at all times, when not in use on County business, be kept on County property, or County leased or rented property. Specific exceptions to this rule are listed below, under 'Overnight Storage.'
- I. A County Vehicle shall not be used to 'jump start' another vehicle (excepting Public Works Maintenance Workers who have undergone necessary training)

- J. Keys shall never be left in unattended County Vehicles, even when parking in a secured location. County Vehicles must be locked when not in use, including when parked in County parking areas.
- K. Use of a County-owned vehicle for transportation to home or restaurant for meals, or for general errands, is prohibited unless the destination is along the route required for official County business and does not create significant additional travel off the official route (i.e., less than 5% of the trip total).
- L. County employees shall not have in their possession (or within the County Vehicle) any alcohol, cannabis, or other illegal drugs when utilizing a County Vehicle. If an employee is taking prescription or over the counter medication, they will ensure that it does not impact their ability to drive a vehicle in a safe manner.
- M. County has a zero tolerance for driving under the influence of illegal drugs, cannabis, alcohol, and prescription and over the counter drugs that impact the ability to drive a vehicle in a safe manner.
- N. County officers, including elected officials and Department Heads, shall be responsible for the proper use of County Vehicles by department personnel, in accordance with these rules.
- O. Employees are required to observe all traffic laws at all times while operating a County Vehicle. Violation of this policy, or of applicable traffic laws, may subject the employee to disciplinary action, up to and including termination. Disciplinary action based solely on vehicle speed may be imposed for speeds that are 15 or more miles per hour above the applicable speed limit.
- P. County Vehicles that are emergency vehicles, when responding to emergency calls and/or incidents, are governed by applicable emergency response rules and regulations.
- Q. Idling of occupied County Vehicles for more than 2 minutes is discouraged. Idling of occupied County Vehicles for more than 5 minutes is prohibited. County Vehicles shall never be left idling when unoccupied or unattended.
- R. All County-Vehicles are to be maintained under a preventive maintenance program, to ensure safe operation and to reduce unscheduled down times.
- S. The proper use of seat belts and shoulder restraints while operating County Vehicles is mandatory.
- T. It is the driver's responsibility to report all mechanical defects in a County Vehicle to the County Fleet Superintendent and his/her (driver's) Department Head.
- U. No County employee shall install or cause to be installed in or on a County Vehicle any article of personal property without prior approval of the Fleet Superintendent, including but not limited to equipment racks, electronic device holders, and bumper stickers.
- V. The use of handheld cellular devices by the driver is prohibited whenever the County Vehicle is in operation.
- W. All windows and mirrors must be clear of snow, prior to vehicle operation.
- X. Any County-owned vehicle may have a GPS tracker installed to monitor the vehicle's location, speed, mechanical issues, and trip data. Information obtained through these devices will be used improve fleet efficiency and or may serve as evidence of violation of this policy.
- Y. If a County Vehicle does not have All-Wheel Drive or 4-Wheel Drive (as with electric vehicles) the vehicle must not be operated on any roads where chain restrictions (R-2 or greater) are in place.

- Z. If a County Vehicle does not have a tailgate but is loaded, the driver of the vehicle will ensure that the load is secure and that overhangs are properly flagged in accordance with state law.
- AA. Backing of a County Vehicle when the driver does not have a clear view of the entire area behind the vehicle will be done with the assistance of a spotter. If a second person is in the vehicle, they will get out and guide the vehicle using appropriate hand and voice signals. If the driver is alone, the driver will inspect the area behind before backing with extreme caution.
- BB. Before the initial use of any County Vehicle each day the driver must walk around and inspect the vehicle for damage, inoperable lights, tire condition, or any other condition which may create an unsafe condition. If a malfunction is identified, the driver must report it to his or her supervisor and the Fleet Superintendent to determine if the vehicle is safe to drive, or if the vehicle must be taken out of service. If the vehicle is taken out of service, both the keys and the vehicle must be marked as out of service by Public Works, and the keys securely kept by an authorized supervisor until Public Works arranges for the repair.
- CC. Each employee who operates a County Vehicle, regularly or occasionally on County business is required to immediately report suspension or revocation of their license to their supervisor, who must then report this information to HR and Risk Management.
- DD. Individuals with either: 1. Three at-fault accident or moving violations within the last two years; 2. A DUI offense within the last five years; 3. A driving on a suspended/revoked license offense in the last five years; or 4. A reckless driving offense within the last 5 years; may be prohibited from driving in the course of their employment.

ASSIGNED VEHICLES

The assignment of a County Vehicle to a specific Department or staff must be justified by the following criteria:

- A. Vehicle is directly utilized in the performance of emergency response, and assignee is required to respond to emergency situations (i.e., EMS, CPS, Probation, District Attorney, Roads);
- B. Vehicle contains work-related tools and equipment that are not portable and cannot reasonably be removed from the vehicle (i.e., Facilities, IT Radio Truck, Animal Control). 'Portable' is defined as being able to remove the necessary items in one trip;
- C. Vehicle is necessary on a daily basis to perform the associated function (e.g., Building Inspector, Environmental Health Inspector); or
- D. Vehicle is assigned directly to a Department Head, and can be used either by the Department Head or by staff within the department with the Department Head's approval.

MAINTENANCE AND CARE

It is the responsibility of the assignee to monitor their County Vehicle use, related maintenance needs, and to clean (interior and exterior), sterilize and wash the vehicle as needed.

SNOW REMOVAL

Snow removal from Assigned Vehicles is the responsibility of the assignee. If the assignee is physically unable to perform this task, snow removal services shall be contracted and funded through the assigned Department.

During snow events, all Assigned Vehicles must be relocated in accordance with established directions in order to facilitate snow removal from the lot where the vehicle is parked.

OVERNIGHT STORAGE

Overnight retention of Assigned Vehicles is permitted in the following situations or as otherwise authorized by MOU or employment contract:

PERMANENT

The County official or Department Head is required to participate regularly in official County business after normal business hours.

The employee must respond to emergencies which require immediate response and attention during off duty hours for the protection of persons or property, specifically requiring their presence in a supervisory or technical capacity to reduce the emergency. Such emergencies must require immediate travel to the emergency scene.

Other requests for permanent home storage of County Vehicles shall be submitted to the Department Head, who will then transmit the request and recommendation to the Risk Manager and County Administrative Officer for approval.

TEMPORARY

An employee is returning from an officially authorized trip after working hours or leaving before work hours.

An employee is working on a special assignment such as a criminal or civil investigation requiring continuous availability of a County Vehicle during the assignment.

An employee requires the use of a County Vehicle to attend a meeting or training session in or out of the County, and such assignment has been approved by the Department Head.

RULES

On-street parking will not be permitted. The user must provide off-street parking away from snow removal and snow roof shedding hazards.

SHARED POOL VEHICLES

The County maintains a fleet of Shared Pool Vehicles to serve the regular needs of County officials, officers, staff, and volunteers. Operation and use of the Shared Pool Vehicles shall be in accordance with the policy rules and regulations of County Vehicles above, and those specific to the Shared Pool Vehicles below:

Check Out and Check In - Shared Pool Vehicles are parked in the Memorial Hall parking lot in Bridgeport, the Civic Center parking lot in Mammoth, with additional vehicles available from time to time at the Bridgeport Road Shop. The management and maintenance of these vehicles is administered by the DOPW.

Each vehicle has a 'trip ticket book' located in designated locations in Bridgeport Annex 1, the Civic Center in Mammoth, and the Bridgeport Road Shop, depending on where the vehicle is parked at that time.

Upon checkout, the user of a Shared Pool Vehicle will fill in all appropriate information on the trip ticket and complete the trip ticket upon their return and check-in, with details on fuel, destination, and ending mileage, write new mileage in next sheet, and deposit completed form in collection box.

User will note any operational deficiencies of the Shared Pool Vehicle under comments. The user will notify the Fleet Superintendent immediately if the deficiencies are deemed serious or hazardous to the use of the vehicle.

MAINTENANCE AND CARE

When checking in, Shared Pool Vehicle users are required to clean up after their use – do not leave any trash, (papers, pens, food wrappers, drink containers) in the vehicle, and if the vehicle is in need of cleaning and/or wash, note that on the ticket.

Food consumption and smoking are prohibited in all County Vehicles.

Maintenance of Shared Pool Vehicles is tracked and scheduled as needed by the DOPW.

Necessary cleaning and washing of Shared Pool Vehicles is scheduled and performed by DOPW.

SNOW REMOVAL

Snow removal from Shared Pool Vehicles is performed by Public Works staff.

OVERNIGHT STORAGE

Overnight storage of Shared Pool Vehicles is permitted in the following situations:

An employee is returning from an officially authorized trip, meeting or event after working hours, or is leaving for an authorized trip, meeting or event before work hours.

An employee requires the use of a Shared Pool Vehicle to attend a meeting or training session in or out of the County, and such assignment has been approved by the Department Head.

RULES

On-street parking will not be permitted. The user must provide off-street parking away from snow removal and snow roof shedding hazards.

SAFETY STANDARDS

Each County Vehicle shall be equipped with a set of tire chains, a first aid kit, a fire extinguisher, and an ice scraper, provided by the Motor Pool Fleet Shop.

County Vehicles shall be equipped with mud and snow tires, with a tread depth of no less than 6/32", with adequate siping, and have positive snow safety reviews and mountain condition reviews.

SERVICING

The service, maintenance and repair needs of all County Vehicles are administered by the Fleet Division of Public Works.

It will be the Department Head's responsibility to schedule the vehicles assigned to their department for service and maintenance, with timely notice to the Fleet Superintendent. The next service mileage will be placed on the dash of each vehicle by the Fleet Mechanic.

FUELING

County vehicles shall be fueled at County fuel stations, using the vehicle's FOB, whenever possible.

Credit cards shall only be used when traveling outside of the County, or when it is impractical to use County fuel stations. When such situations arise, County employee shall utilize their CalCard for the fuel purchase, and provide the receipts to the appropriate County fiscal officer or Department Head for processing.

ACCIDENT/INCIDENT REPORTING

If an employee is involved in a vehicle accident while on County business, the employee must contact California Highway Patrol, which is the usual authority, or local police by dialing 9-1-1 to determine if it is necessary for that agency to be called to the scene to make a report of the accident.

All accidents and damage to County property shall be reported verbally, as soon as possible, to the employee's department head and followed by a detailed written report within 24 hours of the accident/damage using the Vehicle Accident Report Form and the Incident Hazard Report form, located online at:

<https://countyofmono1.sharepoint.com/SitePages/Risk-Management.aspx>

The completed forms are then submitted to the Department Head and Risk Management for further processing. If the driver is injured and unable to complete the report, the Department Head or their designee will complete the forms. Any accident involving injury to any person or damage to property shall be reported immediately to the California Highway Patrol and an investigation requested.

The driver must NOT admit fault nor discuss the accident with anyone except law enforcement officers, the driver's Department Head or Supervisor, the Risk Manager or County Counsel.

Employees involved in accidents or incidents involving County Vehicles or privately owned vehicles on County business shall complete the standard [accident report](#) and [incident reports](#) as soon as possible, after the accident, and turn in to their supervisor and the Risk Manager.

USE OF PERSONAL VEHICLES ON COUNTY BUSINESS

Justification

The use of Personal Vehicles shall be allowed when County Vehicles are unavailable or unsuitable for the necessary travel, or in response to an emergency situation or call out, as approved by the Department Head. The Department Head must approve Personal Vehicle use in advance, after due consideration of the availability and suitability of County Vehicles.

General Conditions

- A valid California Driver's License shall be in the driver's possession at all times.
- Personal Vehicles shall be insured to the minimum requirements as established by law and verification of insurance maintained within the vehicle at all times.
- Proof of current insurance for the vehicle must be provided (or on file) with any request for mileage reimbursement.
- The vehicle provided shall be a conventional 4 wheeled enclosed vehicle. Under no circumstances is a 2-wheeled or 3-wheeled Personal Vehicle to be used on County business.
- As the IRS mileage reimbursement rate is based on the fixed and variable costs of operating a Personal Vehicle, Personal Vehicle use shall be at the sole risk and use of the owner, and such liability and property damage occurring as a result of the use of the Personal Vehicle for County business shall be the responsibility of the owner, unless otherwise required by law.
- The Personal Vehicle shall be in sound mechanical condition, adequate for providing the required transportation in a dependable manner.

REIMBURSEMENT

When authorized by the Department Head to use a Personal Vehicle, the employee shall be eligible for reimbursement based on miles driven, in accordance with the current IRS mileage reimbursement rate. Such reimbursement will be processed through submittal of a complete and correct claim form submitted to the Finance Department.

Requests for mileage reimbursement must be consistent with the following:

- Miles driven to and from an employee's home and the assigned regular work location are not eligible for reimbursement.
- Miles driven during the workday in excess of the miles along the direct route from an authorized job-related location to another authorized job-related location are ineligible and are considered personal miles.
- Employees who do not regularly report to a specific facility and those who occasionally report to different work locations shall claim only the mileage that is greater than the normal commute to their assigned work locations.
- Employees who are called out in an emergency, excepting on-call employees whose mileage to respond does not exceed the miles of their regular commute, during off-duty hours may claim mileage between their homes and the location of the emergency.

- Employees who are required to attend night meetings or meetings away from the normal work location may claim mileage between their home and the meeting location.
- Only pre-approved Private Vehicle use is eligible for mileage reimbursement. Employees must submit a claim for reimbursement.

The claim form shall include:

- Department Head signature/approval
- Purpose of the travel
- Mileage traveled, with supporting map and/or mileage total between destinations, generated by Google Maps
- The reason a County Vehicle was not utilized

COUNTY VEHICLE INTERNAL SERVICE FUND

County Vehicle rates are developed by a formula that groups vehicles into specific 'class' of vehicle, then determines the total cost of all vehicles of that class and divides the costs by the total vehicle miles of that class. In this way, if one vehicle suffers a major breakdown, the cost of the repair is leveled out among other vehicles of that class.

The rates are developed in conjunction with the annual budget and are based on the most recent year's costs – so, rates that are being paid in the current budget year are based on the actual costs of the last budget year. Each department's County Vehicle charges are developed by multiplying the established rates by a projected mileage of the Department's vehicle types. The projected mileage is determined by the most recent year's mileage.

ASSIGNED VEHICLES

The formula for Assigned Vehicles includes certain fixed costs (insurance, admin, etc.) with an additional cost per mile to cover routine maintenance and replacement costs. Fixed costs will be assessed at the beginning of each fiscal year, with cost per mile billed monthly thereafter. Assigned Vehicles that are under-utilized (less than 8,000 miles per year) will be more expensive to operate than those that have higher usage. In the event an Assigned Vehicle does not generate enough miles (and associated replacement revenue) to cover the year's portion of the vehicle's replacement cost, that discrepancy will be charged to the assignee's department budget at the end of the year reconciliation.

Fuel for an assigned vehicle is charged separately, and not included in the rate per mile.

When equipment installations are necessary for the performance of official duties (radios, video monitoring, GPS tracking, etc.) such installations become part of the overall cost of the vehicle, which is used to determine the vehicle rates per mile. This includes only items which are mechanically attached to the vehicle and are not intended to be removed from the vehicle for any reason.

When special requests are made for specific equipment on a vehicle (tires, camper shells, etc.) those costs will be assessed directly to the requesting department on an annual basis and will not be included in the calculation of the vehicle's rate per mile.

SHARED POOL VEHICLES

Shared pool vehicles have only a per-mile rate. They are generally less expensive to utilize because they see higher annual mileage and the associated fixed costs are spread out across more miles. The cost of the associated maintenance, as well as the management of the vehicles, is included in the rate per mile. The only 'class' of Shared Pool Vehicles is small SUV's, which are currently Subaru Foresters. The County is currently procuring a small number of Electric Vehicles that will become part of the shared fleet as well.

BILLING

Costs for a Department's Assigned Vehicles, and its use of Shared Pool Vehicles, will be calculated and submitted on a quarterly basis.

During the Fiscal Year, Assigned Vehicle charges will be based on mileage that is reported to County fueling stations – at year's end, Departments will be required to confirm odometer readings for a year's end reconciliation.

Shared Pool Vehicle use will be charged to Departments based on submitted trip tickets

VEHICLE REPLACEMENT CONSIDERATIONS

When selecting vehicle types for the fleet, the following considerations are made:

- One make / model per class (fleet uniformity)
- Good fuel economy, safety, and reliability
- Seats four adults comfortably
- All-wheel drive or 4x4 (may not apply to all vehicles such as electric vehicles)
- Automatic Transmission
- Power windows, locks, mirrors, AC, AM/FM
- Bluetooth/hands-free cell phone capability
- County seal, except in sensitive applications
- White color

For Pickup Trucks:

- One make / model per class (fleet uniformity)
- ¾-ton 4x4 truck with tow package
- Automatic transmission, gas engine
- Standard cab, cloth seats
- Eight-foot bed with spray-in bed liner
- Power-assisted steering and brakes
- Power windows, locks, mirrors, AC, AM/FM
- Bluetooth/hands-free cell phone capability
- County seal on all vehicles
- White color

USEFUL MILEAGE

The 'useful mileage' of a particular vehicle classes is a consideration when recommending vehicles for replacement. Currently established useful miles are shown below:

Vehicle Type	Useful Mileage
Pickup Trucks (all Departments)	160,000 miles
Small, Medium and Large SUV's (All Departments)	160,000 miles
Ambulances	130,000 miles
Sheriff PPVs	130,000 miles
Probation Vehicles	130,000 miles

Vehicle replacement is not always necessary upon reaching useful mileage if the vehicle remains reliable and maintenance costs are acceptable. Many vehicles are re-assigned to other departments and continue to provide reliable transportation for extended periods beyond the useful mileage indicated above. In some cases, a vehicle with a history of significant mechanical problems will be replaced prior to reaching its useful mileage.

Each budget cycle, the Director of Public Works and Fleet Superintendent review the mileage of all County Vehicles, identify which of those vehicles have exceeded their useful mileage, mechanical history, use patterns and general condition, and make a recommendation to the Board for annual replacements.

When Department Heads and the DOPW have a disagreement as to vehicle type, the Board of Supervisors shall determine the type of vehicle for acquisition, based on an analysis of the above factors.

VEHICLE POLICY CERTIFICATE

All county employees and officers who drive in the course and scope of employment must sign the certificate below prior to operating a county or personal vehicle for work purposes, unless specifically exempted by this policy.

County of Mono
Vehicle Policy Certificate

I Hereby Certify that:

- **I have read and understand the Mono County Vehicle Policy.**
- **I possess a current and valid driver's license.**
- **I maintain insurance for the use of my personal vehicle, the coverage of which meets the minimum standards as required by CA law.**

I understand that any restriction or change in the status of my driver's license or any change or loss of insurance coverage must be reported immediately to my supervisor. I have attached a copy of my valid driver's license

Employee name (print) _____

Employee signature _____

Department _____

Date _____

Driver's License State and Number _____

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: USE OF BOARD OF SUPERVISOR’S CHAMBERS	Policy Number: E-1	Page Number: Page 1 of 2
	Date Approved: September 9, 2022	
	Revisions:	

POLICY

The following are rules and guidelines for the reservation and use of the Board of Supervisors Chambers (“Bridgeport Chambers”) in the Mono County Courthouse in Bridgeport, California, and the Mono Lake Room (“Mono Lake Room”) of the Mono County Civic Center in Mammoth Lakes, California (collectively “Board Chambers”). All other public County facilities are handled outside of these rules and guidelines by their responsible county department.

PROCEDURE

1. Board of Supervisors Chambers
 - A. The Board Chambers shall be under the supervision and control of the Clerk of the Board of Supervisors and the County Administrative Officer. Except as provided herein, they shall be used solely for the transaction of public business, defined as not having a commercial, for-profit, or solicitating activity. If not required for such use by the Board, the Clerk of the Board of Supervisors may permit use of the Board Chambers by County departments, agencies of the Federal, State, County, City or District Governments for the transaction of public business, or Board-appointed committees, commissions, and advisory groups as set forth below.
 - B. No person or group granted use of the Board Chambers shall charge any admission fee or solicit any offering or collection, or use said meeting places for any profit-making or commercial purposes, except as otherwise provided in this section.
 - C. Application for the use shall be made to the County Administrative Officer or the Clerk of the Board of Supervisors in such manner as may be prescribed by them. The County Administrative Officer and the Clerk of the Board of Supervisors shall give preference to use pursuant to these priorities when determining assignment of meeting places:
 - i. Board of Supervisors.
 - ii. Any commission, committee or other advisory group appointed by the Board of Supervisors.
 - iii. The governing body of any Federal, State, City or District entity, or any commission, committee or other advisory group appointed by any governmental entity.
 - iv. Any department of the County or any County employees’ association.
 - D. Permission to use the Board Chambers shall be evidenced by an application signed by the County Administrative Officer or the Clerk of the Board of Supervisors, or their designee and showing the name of the organization or group granted such permit and the date and times when use of the Board Chambers by such organizations is permitted.
 - E. Any permission granted for use of the Board Chambers may be canceled or rejected

by the County Administrative Officer or the Clerk of the Board of Supervisors, or their designee, when necessary for the protection of County property, the preservation of order or other sufficient reason. Notification will be provided immediately.

- i. Reservations must be made with the Clerk of the Board of Supervisors using a form provided by the Clerk. Reservations should be made well in advance of the requested date. Please provide prompt notification of any cancellations.
- F. Use of the Board Chambers may require providing appropriate liability insurance.
- G. No food or beverages other than water is allowed in the Board Chambers unless permission has been granted by the County Administrative Officer or Clerk of the Board.
- H. Users of the Board Chambers shall leave the room in a clean and orderly condition, furniture returned to its original location (unless prior arrangements have been made), return all borrowed equipment, and place trash in trash receptacles. Any meetings requiring extensive follow-up cleaning will be billed for custodial services.
- I. For County-sponsored events, County Departments must have county staff in full attendance.
- J. Use of County-installed technology by non-county staff requires County staff to be present at the beginning of the event to ensure correct use. Any damage to county-installed technology must be reported immediately, and the reserving department / committee /organization or group will be responsible for repairs or replacements.
- K. Failure to comply with the conditions of use as described above, including failure to pay any incurred fees, charges, or costs, conduct of any illegal activity, or conduct of business other than as allowed by this Policy may result in loss of the right to use the Board Chambers, or any County facility, in the future for an indefinite period.
- L. Attendance must be limited to the stated capacity of the Board Chambers.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: PUBLIC USE OF COUNTY FACILITIES	Policy Number: E-2	Page Number: Page 1 of 2
	Date Approved:	December 13, 2022 (R22-136)
	Revisions:	

POLICY

1. Any room or space in actual use for the purpose of holding a meeting subject to the Ralph M. Brown Act (the “Brown Act”) is open to the public during such use, except as otherwise authorized by the Brown Act.
2. The Board Chambers in the Bridgeport Courthouse and the Mono County Civic Center in Mammoth Lakes (the Mono Lake Room) shall be managed by the Clerk of the Board in accordance with a policy developed by the Clerk which authorizes the following uses, when such Board Chambers are not in use by the Board of Supervisors.
 - A. County departments, committees, advisory groups or commissions conducting county business.
 - B. State or federal agencies conducting public business.
 - C. Local government agencies (e.g., cities or special districts) conducting public business.
3. The following areas are open to persons actively engaged in the receipt of services or conduct of business with the County; if such persons are invited into the space by the department head or by an employee in control of the facility or area. These spaces are not open to the general public:
 - A. Private offices of County employees (“private offices”).
 - B. Shared office spaces containing private or shared workspaces for County employees, whether separated by cubicles, desks or other features (“shared workspaces”).
 - C. The Antelope Valley Senior Center
 - D. Paramedic stations and garages.
 - E. County Wellness Centers.
 - F. Client interview or treatment rooms.
 - G. County conference or meeting rooms.
 - H. The County jail in Bridgeport.
4. The following areas are open to person actively engaged in the receipt of services or conduct of business with the County. These spaces are not open to the general public:

- A. Hallways or corridors leading to department waiting areas, private offices or shared workspaces where services are to be provided or business is to be conducted.
 - B. Designated waiting areas associated with the service to be provided or business to be conducted.
5. The following areas are open to the public upon application for an entry into an agreement with the County, or receipt of a permit from the County, authorizing such use. All use shall be governed by and subject to the terms of the agreement or permit. These areas are not open to the general public, unless the approved or permitted use includes access by the general public:
 - A. County Community Centers. Please refer to the County Community Center Use Agreement and Policy for more information regarding the use of Community Centers for non-County events.
 - B. Residential units (e.g. workforce, affordable, transitional or supportive housing).
6. The following areas are open for public use unless locked and/or posted as “closed to the public” in one of the following circumstances: 1) for emergency or special purposes as determined by the County Administrator, Sheriff or Public Works Director; 2) for maintenance or custodial activities; 3) during special events or activities hosted or authorized by the County where attendance is limited to those participating in the event or activity; or 4) during regular closure hours (e.g., from 5:00 pm to 8:00 am daily). Such closures may extend to the entire area, or to a portion of the area if so posted.
 - A. County parks; including the lawn areas surrounding the Bridgeport Courthouse
 - B. County cemeteries.
 - C. County landfills and transfer stations.
 - D. The historic County jail in Bridgeport.
 - E. County animal shelters.
 - F. The lobbies and/or interior entranceways to County office buildings including, without limitation, the Bridgeport Courthouse, the Bridgeport Annex buildings (Annex I, II and III) the Sheriff’s station in Bridgeport, any Sheriff’s substation, the Mono County Civic Center in Mammoth Lakes and the Department of Social Services Office in Walker.
7. The following areas are closed to the public at all times;
 - A. Mechanical rooms
 - B. Storage rooms, custodial closets and similar areas
 - C. IT server rooms
 - D. County road and facility shops and similar areas
 - E. Vacant or unoccupied County buildings
8. The County-owned Conway Ranch is open to the public as provided in Mono County Code Chapter 13.40.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: REAL ESTATE ACQUISITION	Policy Number: E-3	Page Number: Page 1 of 1
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

POLICY

All real estate transactions, including purchase, lease, license or similar transaction through which the County will obtain an interest in real property, shall be coordinated through the Public Works Department, County Administrator’s Office and County Counsel and shall be performed in accordance with Mono County Code Chapters 3.04 (“Purchasing”) and 3.05 (“Lease of County Real Property”) and applicable law.

This policy assists in planning for proper maintenance of facilities, and proper record keeping for the County’s entire real estate portfolio in a central location. Proper record keeping includes storage of sales contracts, leases and other pertinent negotiation documents, project plans, etc. This will ensure that the property inventory report is accurate, that property is properly maintained and that each property has adequate insurance. When notified of proposed property transactions, the Director of Public Works or designee shall ensure that the department initiating the transaction has the necessary information to update all relevant documents.

PROCEDURE

1. Real Estate Purchases & Other Acquisitions
 - A. The Director is responsible for coordination, planning, and negotiation of all real estate purchases, and for maintaining records of those purchases. If the need to purchase real estate arises, departments should contact the Director and provide an explanation of the requirements.
 - B. Departments should notify the Director if property is acquired through any means, even if not purchased. This will allow the Director to share with departments how to properly document acquisition in the centralized repository.
 - C. In no case shall any property purchase or building or facility lease be entered into by any representative of Mono County without required approval by the Mono County Board of Supervisors, unless authority is delegated to the County Administrative Officer pursuant to Chapters 3.04 and 3.05 of the Mono County Code.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: BOARD OF SUPERVISORS AGENDA	Policy Number: G-1	Page Number: Page 1 of 7
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

INTRODUCTION:

This policy shall serve as a reference and guide to the County of Mono’s procedures regarding Board of Supervisors agendas and staff reports. Additional guidance is located in the Board of Supervisors Procedures Manual, which is available on the Board of Supervisors page on the County’s public website at <https://www.monocounty.ca.gov/bos/page/board-supervisors-resources>.

The information contained in this policy responds to many questions that are typically asked about the processes of planning agendas and preparing staff reports.

Meetings of the County of Mono and the actions taken at those meetings are the heart of the County’s operations. It is of great importance to provide the Board with clear, concise information as a basis for the decisions which the Board must make on behalf of the County. It is also important that County staff adhere to the standard report format and procedures described herein; doing so will facilitate Board review of the information and therefore expedite Board proceedings.

There are additional advantages to observing these standards and procedures. The preparation of a staff report often requires the cooperation of several departments and the process is made simpler when all are following the same guidelines. Because so many parts of the County organization are involved in the production of the reports, the importance of complying with deadlines cannot be ignored.

PROCEDURE:

1. Documents Requiring Legal Review
 - A. The County is normally the first party to execute grants and agreements with State/Federal agencies. Review and approval by County Counsel and Risk Management is required prior to submission of the grant or agreement to the Board of Supervisors for approval. After Board of Supervisor’s approval, the department is responsible for obtaining signature by the State/Federal agency and providing a fully executed copy to the Clerk of the Board as soon as it is received from the State/Federal agency.
 - B. Joint Powers Agreements (JPA) or Memoranda of Understanding (MOU) in which another County, City or other public agency is the lead agency should be approved by

the lead agency Board and executed by the lead agency designee prior to the agenda request being submitted to the Board.

- C. All requests for new or amended ordinances must be reviewed by County Counsel. The Human Resources department must also review any new or amended ordinance or resolution addressing personnel matters.

2. Budget Transfers

Budget transfers must be signed by the Department Head, County Administrator or Budget Officer, and the Director of Finance prior to scheduling the item for agenda action.

3. Staff Report

Agenda items, excluding some outside agency items, presentations, or proclamations as approved by the Clerk of the Board, shall be accompanied by a staff report from the requesting department in the format determined by the County Administrator.

The staff report should describe the history and background of the recommended action, how it relates to the County's strategic plan and include any other information necessary for the Board to make an informed decision on the item.

The recommended action and fiscal impact are listed on the agenda cover page and should not be repeated in the staff report.

Every staff report recommending an action that would change existing policy or practice shall clearly identify the existing policy or practice, the proposed change(s), the effect of the recommendation on that policy or practice and shall explain why the recommendation should be approved.

Acronyms must be spelled out at least once in every agenda item. This should typically be done the first time that the term is referenced, with the acronym in parenthesis immediately thereafter. For example: Department of Health Care Services (DHCS).

4. Types of Agenda Items

A. Consent Items

This portion of the agenda is reserved for routine items for which no discussion is anticipated and/or for items that have been recommended for the consent calendar by a Board member. Consent items are approved at the same time by one motion of the Board unless there is a request for a specific item to be removed for discussion purposes. Typical circumstances for an item to be placed on the consent agenda include but are not limited to: no General Fund impact, year-end budget transfer clean up items, prior approval by the Board of Supervisors, annual routine requests, and items that do not impact any other department. Examples include approval of minutes, approval of routine contracts and agreements, and certain appointments and reappointment to committees/commissions. There must always be a staff report accompanying a consent item.

B. Regular Items

All non-routine items: items requiring policy direction, purchase/travel not budgeted, etc.; items for discussion, requested by the Board of Supervisors or County Administrator to be placed on the agenda. Employment agreements for executive level employees are always regular items, as the fiscal impact must be read into the record. Typically, a staff report will accompany all items on the regular agenda. However, in exceptional circumstances where a brief description on the agenda cover page is all that is required to adequately describe the recommended action, the County Administrative Officer (CAO) may approve an item on the regular agenda that is not accompanied by a staff report.

C. Recognitions

Recognitions and Proclamations are documents that are prepared in a format adopted by the Clerk of the Board for such purposes. They are intended to provide special recognition to a person or event on behalf of the County of Mono or an individual member of the Board of Supervisors. Such documents express Board support or recognition, but do not commit the County to taking a specific action in the future or to the expenditure of resources.

Requests for Recognitions or Proclamations shall be referred to the Clerk of the Board.

Annual Recognitions or Proclamations shall be issued once. Renewal requests must be submitted each year.

C. Correspondence

Letters sent to all members of the Board of Supervisors discussing an upcoming agenda item will be attached to the agenda item if received prior to the publication of the agenda, and as an additional document – posted on the meeting’s webpage – if received after the agenda was published.

Letters sent to Clerk of the Board, individual Board members who then share with the Clerk of the Board, or to all members of the Board of Supervisors that are not related to any upcoming agenda items will not be included with the agenda unless a request is made by one or more Board member that it be included as correspondence.

5. Agenda Item Format

Description:

A brief, general description of the item (typically not more than 20 words) that will allow a member of the public to know by looking at the agenda what will be discussed.

Please note that the description of the agenda item is not the title of the document being presented, it is the background discussion of why the document is coming before the Board.

Recommended Action:

The action that staff recommends the Board take. This would include the title of the resolution or ordinance such as, “Adopt resolution approving the employment agreement between ...”

If no action is recommended, please note, “None; informational only.”

Fiscal Impact:

The fiscal impact must include the impact for the remaining fiscal year, and the overall fiscal impact if the amount is larger. If none, please note, “None.”

Additional Information:

Resolutions and Ordinances must be in the format and on a template provided by the Clerk of the Board, as the system may not accept outdated templates. If the system does not accept the resolution / ordinance, or it is the wrong format, the requesting department will be asked to reproduce the document onto the correct template. If the corrected document is not provided in a timely manner, the item will be unassigned.

Resolutions and Ordinances must include the adoption date (which, for ordinances, would be the date of the second reading/adoption) when submitted for inclusion on the agenda.

Resolution and Ordinance templates are provided by the Clerk of the Board at the beginning of the year.

Contract templates can be found in the Mono County Contract Center on MonoNet: <https://countyofmono1.sharepoint.com/SitePages/Contract-Center.aspx>.

All PDFs must be “unsecured” before being submitted into the County’s agenda management system, or the system will not be able to incorporate the document into the agenda packet. If an “unsecured” PDF is not submitted in a timely manner following request by the Clerk, the item will be unassigned.

Attachments must include a description and the correct attachment type (Ex: staff reports would be the Staff Report attachment type).

7. Placement of Items and Deadlines

Except as otherwise approved by the CAO, agenda items must be submitted in the County's agenda management system no later than 12:00 p.m. Monday, 15 days prior to the corresponding Board meeting, and must include all supporting documents and materials. Departments are encouraged to submit agenda items to the Clerk of the Board as far in advance of the deadline as possible.

Placement of items on the Board agenda is at the Clerk of the Board's and CAO's discretion.

Agenda items must meet the following requirements, or they will be unassigned, moved to a later meeting date, or deleted.

All agenda items must be submitted into the County's agenda management system by the deadline date, including all attachments, as published annually by the Clerk of the Board.

Exceptions to the agenda deadline:

A third-party presenter has not provided the presentation. In this case, the item must still be submitted into the County's agenda management system. Email the Clerk of the Board to inform them when to expect the presentation.

The Clerk of the Board has been notified by the CAO that there is going to be further delay in the completion of an item.

Last minute agenda items will ONLY be considered if:

A Board member contacts the Clerk of the Board and asks to put an item onto an already closed agenda.

The CAO asks the Clerk of the Board to put an item onto an already closed agenda.

If an agenda item is not submitted and complete by the agenda deadline, the item will be moved to a later agenda date, and an email will be sent confirming that the item is being rescheduled.

Unassigned items in the County's agenda management system older than 6 months will be deleted.

8. Public Hearings:

Departments are responsible for publishing their own notices of public hearing.

The date and time of public hearings must be approved by the Clerk of the Board before being added to the agenda.

The Clerk will provide the time that the public hearing will occur on the meeting date, as well as the information for the public to access the hearing.

The Notice of Public Hearing provided to the newspapers must be included with the agenda item.

9. Outside Agencies:

Outside agencies requesting an agenda item must obtain approval from a Board member or the CAO. The agency may be required to work with a county department as assigned by the CAO.

10. Distribution of Documents to Board Members:

Documents which are distributed to at least a majority of the Board for consideration at a Board meeting must be made available to the general public for inspection and copying without delay; provided, however, any documents exempt from disclosure under the Public Records Act need not be disclosed.

Please provide the Clerk with any documents that are to be shared with the Board of Supervisors at the meeting. The Clerk will distribute any documents needing to be shared with the Board. Please be sure to include a copy for the Clerk.

11. Presentations:

Presentations are the responsibility of the department which included the item on the agenda. They should be brought to the meeting on a USB Drive or laptop in order to share.

Departments must share their own presentations.

12. Corrections:

Corrections made to documents after the agenda has been published must be provided to the Clerk as soon as possible.

13. Signatures:

The Clerk will circulate any Board-approved document included in the agenda that requires Board signature. All other approved documents are the responsibility of the department who included the item on the agenda.

The Clerk will share the completed document with all interested parties when all signatures have been executed.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: INFORMATION TECHNOLOGY	Policy Number: H-1	Page Number: Page 1 of 13
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	August 15, 2023

PURPOSE OF POLICY

Mono County recognizes the value of information and the technology which we utilize in order to carry out daily business. Coupled with the laws and standards which regulate information maintained by a local agency, these policies are intended to clearly define appropriate use and indicate best practices.

The policies contained in this document are intended to be for the greater Authorized User community. In addition to this policy set, the IT Department reviews, develops, adopts, and implements a set of ‘internally facing’ policies that ensure overall Agency compliance with State and Federal regulations.

This policy was developed based on the unique set of operating conditions present in Mono County, while being aware of how other California government agencies operate. The policies are in alignment with the International Organization for Standardization ISO/IEC 27002 (Code of Practice for Information Security Management framework) and are considered to be in effect twenty-four hours a day, 365 days a year.

1. ROLES & RESPONSIBILITIES

Given the value and demand on the technology resource at the County, it is imperative that Users abide by an ethics standard that ensures that the IT department can keep systems running and ensure a safe, efficient, and effective system to work within. It is the responsibility of all County personnel, elected officials, contractors, and visitors to ensure that technology is used appropriately and that the policies, standards, and expectations expressed in this manual are followed.

- A. Information Technology Department (IT Department) Mono County employs a staff of IT Specialists who provide front-line support for hardware, software, and technology services to Mono County. IT staff respond to requests for service, develop and manage various technology projects, and provide leadership, oversight, or technical direction during the implementation of new technology. IT staff also ensure the appropriate use of technology through monitoring and training, as defined in this manual, including:

- i. Demonstrating best practices in technology use and information management
- ii. Providing front-line support and user training
- iii. Making appropriate technology recommendations to the County and its departments
- iv. Upholding and enforcing IT and security policies

B. Department Heads & Managers Department Heads and Managers are responsible for ensuring that staff working under them understand and comply with the policies and standards set forth in this policy. This includes, but is not limited to:

- i. Ensuring all Users of County technology and information are made aware of these standards and policies.
- ii. Enforcing IT and security policies by reporting any unauthorized or inappropriate use of technology and information to the IT Department
- iii. Ensuring that their staff have the training and support necessary to perform their job
- iv. Budgeting appropriately for the implementation and maintenance of technology within their department
- v. Responding to IT queries regarding the implementation of technology and information within their department

C. Authorized Users

Authorized Users or Users are the lifeblood of the organization and are daily users of technology and associated information. In order for the County to be successful in business operations, it is imperative that Authorized Users (Users) be appropriately trained, qualified, and able to use technology in a manner that is compliant with the County standards and policies contained herein.

2. USE OF TECHNOLOGY

This section defines the ways in which technology is used in organizations, acceptable use, considerations, constraints, and applications.

Acceptable Use of Accounts, Networks and Equipment

Staff are expected to exercise responsible, ethical behavior when using technology, as defined below:

- A. Responsibility for Accounts: Each User shall be assigned an account with a standardized login. Users are solely responsible for all usage of the assigned account. Authorized Users shall only access the computer accounts that have been

authorized for use by the County. The unauthorized use of another User's account or providing of false or misleading information for the purpose of obtaining access to computing is prohibited.

- B. Confidentiality of Logon Credentials: Authorized Users shall not share their logon credentials with anyone. Should a User require access to a colleague's account, written authorization is required from the Department Head(s) and the CAO. Access will be granted through the sharing of said User's data by mapping to the User's stored information, rather than allowing for impersonation of that User.
- C. Data Restricted to Authorized Users: Former employees and other unauthorized users are forbidden from accessing or storing County data or accounts.
- D. Unlawful Purposes Are Prohibited: Accounts and devices are to be used for lawful purposes only. Prohibited use of Agency equipment includes but is not limited to: downloading or installing fraudulent material or software, transmitting offensive or disruptive information or material, or intentionally damaging the system. Use of the County network to gain unauthorized access to other areas of the network or systems to which it is connected is strictly prohibited under this policy and the Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. § 2510.
- E. Duty to Report Misuse: Any known misconduct or violation of policies shall be reported to the IT Department immediately. Authorized Users are also encouraged to report any information relating to a security concern, flaw, or similar issues, upon discovery.

3. USE OF COUNTY OWNED DEVICES (COD), PROVIDED EQUIPMENT, NETWORKS, STORAGE

All equipment and data provided to Authorized Users are considered County property and intended for county business use only. Users are expected to use equipment properly and respectfully and for the purposes for which it was intended.

- A. Assignment of Equipment: Prior to the commencement of employment, a Department Head or Manager may request that a PC be assigned to an employee and access granted to County technology resources. Additionally, employees may be assigned a COD (such as a cellular or smartphone) for their regular job duties. Upon termination, all CODs must be returned to the County.
 - a. PC acquisitions must comply with current policy.
 - b. Assignment of County Owned Mobile Devices is further outlined in Appendix I.
- B. No Expectation of Privacy: Authorized Users have no right of privacy when

- using a County Owned Device or other County-provided technology, or while utilizing the County network. The IT Department monitors network traffic and devices for irregularities or illegal usage. Department Heads, managers, and the IT Department (as authorized by the applicable department director or County Administrator) reserve the right to enter, search and monitor computer files, emails, and web activity of any employee without advance notice. Data that is created, stored, or received may be accessed by IT staff at any time in order to ensure network and data integrity, monitor workflow or productivity, investigate theft or other misconduct or inspect for unauthorized disclosure of confidential business or proprietary information or concerns of personal abuse of the system.
- C. Access Is for Work-related Purposes: Access to the County's network, Internet connection, and storage is provided to Users for work-related purposes. Personal use of the Internet may be allowed by a Department Head. Any such use should be: (a) confined to any use that is absolutely necessary; (b) kept to a minimum and be focused; (c) to the extent practical, performed on breaks or lunch time rather than during work time.
 - D. Access Does Not Confer Work Authorization: Access to, or use of, a COD does not imply supervisor or Department Head approval for working outside of normal working schedule or receiving compensation for time worked.
 - E. Use is for Job Duties: Computers, devices, and similar equipment provided to Users shall only be used for performing regular job duties. Downloading or storage of personal files on County PCs or storage devices is prohibited. This includes pictures, music, or other documents. County Owned Equipment may not be used for personal business (such as using the internet for research, printing personal documents, etc.) unless specific authorization is given by a Department Head.
 - F. Do Not Remove Equipment Without Permission: County Owned Devices and equipment shall not be removed from the premises without prior authorization from IT. The assignment of a portable computing device (such as a laptop, tablet, or mobile device) implies such authorization.
 - G. Mobile/Portable Devices Must Be Encrypted and Passcode Protected: An Authorized User may be provided with a mobile or portable COD for certain business purposes. The device will be encrypted, and a passcode required. IT will have the ability to monitor, restrict, access, and enforce use of the device. All other policies governing technology apply to County Owned Devices.
 - H. Permission is Required for Software Installation: Users are prohibited from installing any software onto an County computer or device without gaining prior approval from the IT Department. All software installation and use must conform to licensing restrictions set forth by the vendor. Using products that are not appropriately licensed by the County or otherwise violate the rights of any person or organization is strictly prohibited.

- L. Do Not Tamper with Devices or Data: Users shall not alter or tamper with any County devices or data systems for any purpose. Any hardware issue or failure shall be reported to the IT Department immediately.
- M. Procedures in the Event of Loss or Theft of Device: If a COD is lost or stolen, the loss or theft must be reported immediately to the IT Department so that appropriate steps may be taken.
- N. Follow State and Federal Laws Regarding Driving: Users must comply with all State and Federal laws governing the use of mobile devices, especially those pertaining to the use of mobile devices when operating vehicles or machinery.

4. USE OF PERSONALLY OWNED DEVICES (POD) FOR COUNTY BUSINESS

In certain circumstances, employees use a Personally Owned Device (POD) for business purposes. PODs include but are not limited to: computers, tablets, phones, and other computing devices that may be connected to the Agency's network, file, or email system(s). The following rules apply:

- A. Devices Must Be Encrypted and Passcode Protected: Any POD that has access to an Agency mailbox mounted natively or has County data stored locally on the device must be password protected and encrypted. If the Authorized User accesses email through a web browser or files through a Virtual Private Network connection (VPN) and they are not stored on the device, a passcode is not required, but is recommended.
- B. HIPAA: Any POD used for business within a HIPAA-covered component of the County or an internal business associate thereof, to the extent that the business associate receives protected health information (PHI) as defined by HIPAA must be encrypted, must be password protected, and the User must abide by standards, laws, and regulations of HIPAA. Encryption or other similar measures may be required of law enforcement or emergency services departments to the extent deemed appropriate.
- C. Permission for Remote Access Required: Personal computers may not be plugged directly into the County network via Ethernet without prior authorization from the IT Department. Users may not connect PODs to the private wireless network provided by the County at any time without prior consent.
- D. Network Use and Virus Protection: Any computer connecting to the County network must have current virus protection software on it.
- E. IT Support Will Be Limited: The IT Department will not provide any front-end User support for any POD unless the User is included on the Mobile Device/Cellular Stipend Program (see Appendix II) and support is needed for specific business purposes.

- F. **County Not Responsible for Damage:** The County will not repair or replace a POD if damaged while being used for County business. Protection of Personally Owned Devices from theft or accidental damage are the responsibility of each owner.
- G. **Procedures in the Event of Loss or Theft of Device:** If a device with County email or data on it is lost or stolen, the loss or theft must be reported immediately to the IT Department so that appropriate steps may be taken. The IT Department reserves the right to remotely remove the agency mailbox or wipe the device if it is connected to the County network and security has been compromised.
- H. **Access Does Not Confer Work Authorization:** Use of a POD for work purposes or County email access on the POD does not imply supervisor or Department Head approval for working outside of normal working schedule or receiving compensation for time worked.
- I. **Stipends and Expectation of Access:** A Department Head or Manager may determine that the use of a POD is necessary for an employee to perform their regular job duties and authorize a stipend for that employee. In these circumstances, the County may expect a reasonable amount of access to the Authorized User (e.g., responding to calls or texts within the constraints of normal working schedule) or to the device (e.g., ask to have certain apps installed, use of camera, text messaging, etc. for job purposes)
- J. **Assignment of County Owned Mobile Devices** is further outlined in this document.
- K. **State and Federal Laws Apply:** Users must comply with all State and Federal laws governing use of a Personally Owned Device, especially those pertaining to use of mobile devices when operating vehicles or machinery.

DEVICE OWNERSHIP AND MANAGEMENT MATRIX		
CATEGORY	AGENCY OWNED DEVICES	PERSONALLY OWNED DEVICES
Device Type	No Restrictions	No Restrictions
Wireless Carrier	Verizon (unless otherwise justified)	No Restrictions
Use Restrictions	County business only	No Restrictions
Security Requirements	Passcode & device encryption Mobile Device Management	Passcode required on device (and Encryption if Agency mailbox mounted natively or has Agency data stored locally)

IT Authority	Ability to monitor, restrict, access, and enforce. Remote wipe if device lost.	Limited Authority Remove mailbox or remote wipe if lost
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Diagram 1: Differentiation between County Owned and Personally Owned Devices relative to management and control.

5. SECURITY AND ACCESS

Recognizing that technology and secure information are critical for government operations, it is imperative that IT and Users collaborate to minimize vulnerability of the network, devices, and systems of confidential information.

A. Physical Security and Protection

- i. Network Access and County Offices Must Be Secure: Access to County Owned or Personally Owned Devices attached to County network shall be restricted to Authorized Users only. Offices with such devices in them should be secured with physical locks whenever not occupied by County staff and monitored during normal business hours.
- ii. Passcode Protection and Default Locking Required: County devices shall all be secured with a standard login method consisting of at least a username and confidential password. Devices attached to the County network are set to automatically lock after a specified amount of inactivity. However, Users should manually lock their device (Ctrl+Alt+Delete > Lock) whenever they step away, especially in areas to which the public may have access.
- iii. Monitor Publicly Accessible Devices: Devices which are accessible to the public (such as kiosks, conference room computers, etc.) shall be physically secured and directly monitored by County staff whenever in use by the general public.
- iv. Unauthorized Access and Use Prohibited: Authorized Users may NOT allow unauthorized users to access County network, COD, or County data/information at any time.
- v. Security Trainings: County staff must complete all security trainings assigned by the IT Department, with approval by the County Administrator.

B. User Accounts and Passwords

- i. User Accounts: The IT Department will establish a unique account for each Authorized User of the County’s system(s). The Authorized User will create a unique password which only they know, and change it as

required by IT. Passwords are required to be complex and unique and meet criteria established by the IT Department based on guidelines from the Department of Justice, HIPAA Rules & Regulations, or other compliance-based policy sets. All Authorized Users will be required to use a form of Multi-Factor Authentication as an additional security measure.

- ii. Passwords Shall Be Kept Confidential: Users shall not distribute their passwords to anyone (including IT staff), nor provide any other User, vendor, or agency with information on accessing the County network. Any such requests must be referred to the IT Department. Passwords shall not be written down nor stored near workstations as they may be discovered and used to gain access to an account.

C. Network & Data Security and Incident Reporting

Network Access: Only devices authorized by the IT Department may be directly connected to the County network—this includes PODs, any device which has direct or VPN access, or otherwise provides a means for an outside party to gain access to the County network.

- i. Internet Access: In order to avoid possible virus or malware infection, Authorized Users should restrict use of the Internet to reputable websites that are known and trusted. The County reserves the right to moderate or restrict Internet traffic.
- ii. Virus Protection and Encryption: Computers and devices connected to the County network must use encryption, have a virus protection application installed and be up to date with virus definition files. The IT Department will install these programs. Users shall not tamper with these programs.
- iii. Report Known Issues & Suspected Concerns Immediately: Users must immediately report any known or suspected information security incident (such as virus/malware infection, data breach, or other system vulnerability) directly to the IT Department. IT shall treat such an incident as an Emergency matter. Any concern regarding virus infection, data breach, or other circumstance in which an Authorized User's computer begins operating abnormally shall be reported to the IT Department immediately.
- iv. Cloud-based Storage: The IT Department only allows usage of our internal Microsoft OneDrive and SharePoint cloud platforms. Users shall not establish personal or departmental Cloud storage accounts with other providers without prior consent from the IT Department.

- v. **Data Release:** Distribution of any data to a requesting party (internal to the County or an outside individual/entity), who is not otherwise authorized to directly access that data, must first be cleared by the Department Head who oversees the data.

D. Remote Access

The IT Department understands the business need and value in offering remote access to County systems and networks. The authorized means of doing so are described below. Remote access is defined as accessing the County network by either a COD or POD.

- i. **Unregulated Remote Access:** The IT Department allows users to access certain ‘basic’ County data and resources through standard web services.

Prior Authorization Required	None
Usage Examples	Webmail, agency website, other web-based resources
Limitations & Restrictions	No limitation on COD or POD

- ii. **Regulated Remote Access:** For Authorized Users who require more functionality, the IT Department may provide the tools which allow for accessing specific applications or actual desktops remotely.

Prior Authorization Required	IT Setup
Usage Examples	Citrix (remote desktop / specific application access)
Limitations & Restrictions	No limitation on COD or POD

- iii. **Native/Direct Access:** For Authorized Users working with a COD (such as a laptop computer) but needing County network resources, Virtual Private Network (VPN) access can be setup. Vendors who need direct access to systems for maintenance tasks will be connected via a desktop support appliance.

Prior Authorization Required	Department Head & IT Director approval
Usage Examples	VPN (Authorized Users); Bomgar (Vendors)
Limitations & Restrictions	See policies below

- iv. Unless specifically authorized by the IT Department, only County Owned Devices (such as laptops) may be connected to the Agency VPN. If the computer connecting is not a COD, it must be secured with a password that is not stored or remembered by the device or VPN connection.
- v. Users take responsibility that no unauthorized user gains access to the

computer or VPN connection.

- vi. Navigating or ‘surfing’ the web shall be limited strictly to work-related topics & sites while connected to the VPN.
- vii. The computer with the VPN connection in place must have up-to-date virus protection/software.

E. Loss, Theft, or Disposal of Equipment

- i. Immediate Reporting of Lost Devices: Authorized Users shall immediately report to their Department Head and the IT Department the loss or theft of any County Owned Device or Personally Owned Device with access to County systems.
- ii. Reserved Right to Remote Wipe: IT reserves the right to delete the email box from or remote wipe any COD or POD with access to County systems in the event of:
 - a. Loss or theft of device
 - b. Use by unauthorized user or former employee to access or store County data. In such instances, the County will not be liable for any personal data that is lost in the process.
- iii. Disposal Procedures: Prior to the disposal of any computer or device, IT staff shall remove all County data. Retired devices will be treated as e-waste and disposed of through recycling programs.

6. SERVICE, STANDARDIZATION, AND PROCUREMENT

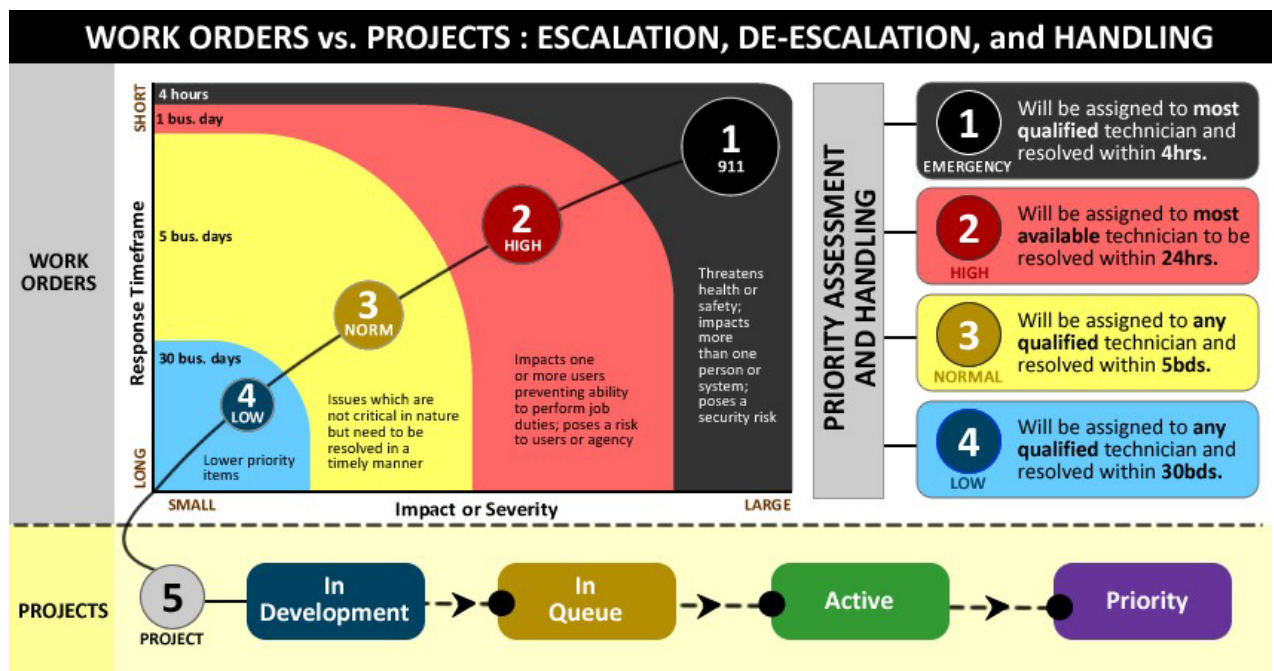
The IT Department provides support for all employees of Mono County and handles all procurement of technology and software via a Centralized Information Technology model. The IT Department responds to support requests between 7:30am and 5:30pm Monday through Friday (excluding County holidays). After hours or on weekends & holidays, support requests may be opened for Emergency issues by emergency services or law enforcement agency staff, or any Department Head with an issue which cannot wait until the next business day due to a mission-critical support need. In these situations:

- 1. An IT technician will call back within two (2) hours of the initiated support request
- 2. An IT technician will attempt to work on the issue within 24 hours

A. Technology Standards and Support Requests

- i. Standardized Equipment: In order to provide quality support, the IT

- Department orders standard Windows-based PC computers and peripheral devices with which we have existing experience.
- ii. Tier 1 Support: IT Service is provided to all Authorized Users of County Owned equipment and for certain pieces of software and information systems for which there is no vendor support. Service shall not be performed by non-IT staff unless authorized in writing by the IT Department.
 - iii. Requests for Support: Requests for service shall be submitted to the IT Department through one of the following methods:
 - a. Email: support@mono.ca.gov. Include in the subject line the nature of the support request and any provide additional information in the body of the message. This automatically generates a work order.
 - b. Call the IT Support Line at (760) 932-5500 (or x5500 from inside the County phone network) and follow the phone prompts to speak with a staff person or leave a message. Please call the IT Support Line for any Emergency or High Priority support issues.
 - c. ‘Walk-in’—these must be entered into the queue before being worked and will be treated in the same manner as a phone or email request.
 - iv. Service Level Agreement: The IT Service Level Agreement (SLA) gives priority consideration to Work Order tickets and other identified IT issues that affect more than one person, impact hard deadlines, or otherwise inhibit a User to perform his/her job.



*By default, all work orders are automatically classified as Normal unless otherwise specified or determined Note: Purchasing requests are typically handled within three weeks

B. Procurement and Technology Replacements

The IT Department is responsible for coordinating the purchase of all technology hardware and software. The IT Department recognizes that each department and User has unique and individual needs and will work closely with Department Heads and staff to ensure adequate equipment is procured.

- i. **Purchase Requests:** All technology purchases shall be placed only by IT staff. Department Head/Manager approval (with budgetary authority to make the technology purchase) is required before purchase is considered authorized. Purchase requests should include: (1) the business purpose of the intended purchase, (2) the account or fund that the charge can be made to, and (3) an official authorization to purchase.
- ii. **Maintenance and Upgrades:** The IT Department exercises its best effort to keep computers in good working condition and replace technology that is old or failing. Computers and technology installed within the County are of standard make and model, with rare and specific exceptions.
- iii. **Installations and Replacements:** PC installations and replacements are handled automatically by IT staff on a four to five-year cycle pursuant to the IT Department's Infrastructure Replacement Program (IRP). IT will determine, purchase, and install machines appropriate for each User based on job demands.
 - a. PCs are required to be replaced when they reach 'end of life'. Prior to the beginning of each fiscal year, IT will review all PCs in service and provide Department Heads with an assessment of required PC replacements for the following year and the corresponding budget.
 - b. If a department uses grant funds to purchase PCs, they may choose to not 'enroll' a PC into the IRP. Instead, departments will be required to pay the actual invoice amount for each device being purchased that fiscal year.

7. ACCEPTANCE, COMPLIANCE, AND ADVERSE ACTION

The IT Standards and Policies are presented to Authorized Users at time of hire and are accepted prior to users being provided with County technology resources. Policies will be reviewed and updated on an annual basis and users will be presented with an Acceptance of Terms acknowledgment when logging on to County computers.

An Authorized User's acceptance of the IT Standards and Policies implies they are in agreement of and consent to:

- Understanding and compliance of these Standards and Policies
- Adhering to guidelines and recommendations pertaining to security
- Complying with data management guidelines and directions

- Protecting sensitive information against loss, unauthorized use/access, and disclosure
- Using County technology and information only for appropriate and approved purposes
- Abiding by copyright and licensing laws for software and data
- Reporting any known or suspected security incident or policy violation
- Not engaging in any act which violates federal, state, or local laws, or policies set forth in this policy

It is each User's responsibility to immediately notify the IT Department of any known violations of this policy. Depending on the severity of the infraction, access to County resources may be wholly or partially restricted until a long-term remedy is put in place.

Failure to comply with this policy may result in disciplinary action up to and including termination of employment, in accordance with the applicable disciplinary rules of the County.

8. EXCEPTIONS

Requests for exceptions to this policy must be reviewed by the ITSC and approved by the IT Director. The request must specifically state the scope of the exception along with justification for granting the exception, as well as the potential impact or risk.

9. POLICY MAINTENANCE

This policy is subject to review and modification on an annual basis (unless otherwise deemed necessary) by the ITSC.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: ACCESS CONTROL	Policy Number: H-2	Page Number: Page 1 of 5
	Date Approved:	June 2, 2020
	Revisions:	

POLICY

This policy governs access to County facilities with electronic access control systems (ACS) and describes the expectations for all individuals who possess County key cards.

The County will assign key cards to all employees who need access to any facility with an ACS in lieu of physical keys. Employees are expected to manage and properly use those key cards exactly as they would a physical key.

The Information Technology and Public Works Departments are responsible for the management and oversight of the County's ACS. As part of this management and oversight, IT will issue cards, assign permissions, and disable cards as part of their normal On-Boarding and Off-Boarding procedures. It is the responsibility of Department Heads as part of new employee requests to clearly designate access needs for that employee.

1. KEY CARD AUTHORIZATION AND DEACTIVATION PROCEDURES

A. County Employees

- i. Each employee will be issued a unique key card which will be associated with their name and department.
- ii. Employees will be assigned the appropriate role(s) to ensure that the key card allows them specific, unique access into the doors in the building(s) which are required for them to perform their job.
- iii. Key cards may not be shared and may not be given or loaned out to other employees or the general public – they are to be treated as physical keys which are uniquely assigned.
- iv. Department Heads must request key cards for staff as part of the New Employee Request Form. IT will create the key card for the employee and provide it to them during their On-Boarding.
- v. IT must be notified at least 24 hours in advance of any employee separation so that the employee's key card can be disabled appropriately and timely.
- vi. At least quarterly, the IT Department will provide a list of all active key cards for departmental review. Department Heads, or their designee, shall be responsible for reviewing the list and informing IT of any needed changes.

B. NON-COUNTY EMPLOYEES

- i. Key cards may be requested for non-County employees who need regular access to the building or departmental suites. Any such request must come from the Department Head, County Administrator, or Public Works Director to IT via a Key Card Request Form.
- ii. All key cards provided to Non-County employees must be issued with an end date and

- time. Requests for such cards must contain this information or they will not be issued.
- iii. Any key card issued to a vendor or for other 'long-term' use will be automatically set to expire on December 31st of each year. The department responsible for the oversight of that individual will need to re-authorize the extension of the key card's use.
 - iv. Non-employee key cards will generally not provide access to facilities after hours. Any such need must be clearly requested and authorized by the Department Head or County Administrator.

C. GENERAL PUBLIC

- i. The general public will not be issued key cards and are expected to enter buildings during normal business hours or be escorted by a county employee for after-hours access.
- ii. Regular clients who are receiving services from County departments may make special arrangements with staff in order to gain access to facilities after-hours if required to receive services.

D. LOST AND STOLEN KEY CARDS

- i. A lost or stolen key card is a critical security incident.
- ii. Any individual who loses their key card or believes that their key card has been stolen shall immediately report the event to Information Technology by calling (760) 932-5500.
- iii. Information Technology will immediately disable the key card. A new key card may be issued to the individual who originally held it.

2. ACCESS GROUPS; CATEGORICAL ACCESS; REQUESTING ACCESS

A. Access Groups

i. Public Access

1. Public access to facilities is generally accommodated through the main entrance(s) to lobbies, foyers, common internal hallways, waiting rooms, and certain meeting rooms during normal business hours, and is subject to the County's Facility Use Policy (Policy E-8).
2. The public shall not have access to departmental suites and other secure areas of the building unless accompanied by a County Employee.

ii. General Staff Access

1. General staff access to facilities provides for county employees to gain 24/7/365 access to internal common areas, hallways, and meeting rooms which may otherwise be closed to the public or shut for public use after-hours.

iii. Departmental Access

1. Departmental access is automatically provided to all County Employees

within that department.

2. Departmental access may be additionally provided to county employees and non-County employees if requested by the department head through a Key Card Request Form provided by the IT Department. A sample is provided as an attachment to this policy.

B. General Exceptions & Additions

- A. Department Heads may request an Exception for any staff within their department in order to provide for increased levels of security.
- B. Department Heads may authorize individuals not traditionally in their Departmental Access group additional rights in order to access their suite or other doors within their purview.

C. Categorical Access

1. Public Works

1. Facilities staff and managers will be provided access to County facilities where key card doors exist in order to provide normal building maintenance. Certain doors may be excluded at the request of Department Heads or the CAO via written memo to the IT Department.
2. Custodial staff will be provided access throughout County facilities and within department suites during normal business hours. Certain doors may be excluded or additional exceptions made at the request of Department Heads or the CAO via written memo to the IT Department.

2. Emergency Services & Law Enforcement

1. Local emergency personnel and law enforcement may be provided with a key card which provides for general staff access. Additional access may be requested, but must be authorized by the impacted Department Head and the County Administrator.
2. Emergency Services & Law Enforcement key cards shall be audited on a quarterly basis by Information Technology and management within the appropriate emergency services branch or agency.

D. Requesting Access

1. A Key Card Request Form is required for all new personnel, or exceptions and additions to the standard provisions set forth in this policy before a card will be issued or changes made.
2. It is the responsibility of each department head, or his or her designee, to determine and provide their employees with access rights based on job requirements.

3. OTHER PROVISIONS

- A. The key card is the property of Mono County and must be returned when the cardholder separates from employment.
- B. A quarterly audit for all doors in the system shall be conducted by the IT Department and each Department Head to ensure that access is adequate and appropriate for all staff.
- C. It is the responsibility of each employee to notify his/her supervisor if they observe other employees or members of the public attempting to circumvent, manipulate, or undermine building security.
- D. Should a dispute arise regarding building access, the County Administrator shall be the final authority and it will be his or her responsibility to follow access control policies, privacy (HIPAA), other policies restricting or granting access, prior to granting access. Documentation regarding the granting of access as directed by the County Administrator shall be documented using the Key Card Request Form.



INFORMATION TECHNOLOGY KEY CARD REQUEST FORM

Department Head,

Please complete the section below and email to support@mono.ca.gov. **This form must be submitted at least 1 days before the start date** of any employee or requested access change. **Note:** This form does not need to be filled out in addition to the New Employee Request Form if this access request is for a new staff member.

EFFECTIVE DATE _____

Must be at least 1 day ahead of setup

STAFF/INDIVIDUAL NAME

POSITION TITLE

DEPARTMENT / COMPANY

PRIMARY WORK LOCATION

ALTERNATE WORK LOCATION(S)

ACCESS GROUPS TO ASSIGN

_____ **GENERAL STAFF ACCESS**

_____ **DEPARTMENTAL ACCESS**

_____ **EXCEPTIONS**

_____ **ADDITIONS**

FORM COMPLETED BY _____ **DATE** _____

SIGNATURE

FOR IT TO COMPLETE

DATE RECEIVED _____

RECEIVED BY _____

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: VOICE AND ELECTRONIC MEDIA	Policy Number: H-3	Page Number: Page 1 of 7
	Date Approved:	December 12, 2017 (R17-92)
	Revisions:	

POLICY

This policy provides guidelines for the long and short-term storage and removal of Electronic Media and messages sent and received by Mono County employees and managed by the Department of Information Technology ("IT Department"). A more comprehensive set of policies and standards governing the use of technology is included in the "Information Technology Standards and Policies" document (Policy H-1).

1. DEFINITIONS

- A. "Authorized User" is any employee, contractor, volunteer, or other individual who has been authorized by the Board of Supervisors, County Administrative Officer (CAO), or Department Director to use the County's electronic equipment or systems.
- B. "Electronic Media" include but are not limited to data and messages which are created, sent, or received by County computers and personal computing devices, landline and cellular phones, or similar type of equipment as email messages, voicemail or similar.
- C. "Mono County Personnel" means any person employed by the County, whether as regular full-time, part-time, temporary, probationary, or otherwise, as well as County officials, consultants, and volunteers.

2. GENERAL RULES OF ELECTRONIC MEDIA USAGE

To ensure that all forms of electronic media are used appropriately, general rules of electronic media usage include:

- A. Authorized Users with access to County data are charged with appropriate protection of those data. The policies and standards governing technology use within the County are designed to protect data, systems, and our employees.
- B. All Authorized Users are responsible for the proper care and handling of all forms of County owned electronic media to which they have access.
- C. Electronic Media may not be used for any prohibited purpose, including illegal activities, messages that may constitute discrimination or harassment under state, local, or federal law, or other inappropriate uses which threaten the integrity of systems or data.

- D. Supervisors, managers, department directors, as well as the IT Department, as authorized by the applicable department director, reserve the right to enter, search and monitor the County's computer files, voice mail, e-mail, or any type of County electronic file of any employee without advance notice. Justification for such actions may include monitoring workflow or productivity, investigating theft, disclosure of confidential business or proprietary information, or personal abuse of the system.
- E. Authorized Users who access the County's network, email, voice mail and electronic data files remotely from a non-County computer or other Electronic Media are held to the same standards of responsible use defined in this policy as if they were using County Electronic Media at County facilities.
- F. Authorized Users may not store County data or messages on third-party websites, personal storage devices, or in a method which is otherwise not accessible by the IT Department without prior written authorization (i.e., use of Dropbox, Google Drive, or similar systems and devices for storing County documents, or forwarding a County email to a personal email account).
- G. All Electronic Media created or received by County systems are considered property of Mono County.

3. DATA STORAGE, RETENTION AND BACKUP

The Mono County IT Department is responsible for designing and implementing a file structure system for securely and logically storing County Electronic Media.

The IT Department regularly replicates and backs-up data to ensure operational continuity in the event data is compromised, lost, or otherwise affected. In general, data snapshots are taken on a daily, weekly, and monthly basis, with several months of data saved should it need to be recalled at a later date. Any concerns regarding loss of or damage to data should be reported to the IT Department as soon as they are discovered.

Authorized Users shall be trained by the IT Department on this structure when they begin employment and are responsible for the maintenance of the data to which they have access.

File storage is divided into two primary categories:

A. User Files

- i. Each Authorized User will receive their own dedicated Microsoft OneDrive account for file storage, which, unless otherwise authorized, only they and the IT Department have access to. Files stored in this folder will be backed-up regularly and retained indefinitely or destroyed by the User in accordance with the County's records retention policy.
- ii. Upon separation with the County, the applicable department director may be given access to the former employee's emails and electronic files stored in their Microsoft OneDrive account or designate an alternate

Authorized User to take ownership of them. Any e-mails or files stored on the former employee's Microsoft OneDrive account that have not been preserved or moved to another location, will be purged in accordance with the County's records retention policy.

- iii. At any time during the course of employment, supervisors, managers, department directors, as well as IT staff, as authorized by the applicable department director, reserve the right to enter, search, and monitor the County's computer files, voice mail, e-mail, or any type of County electronic file of any employee without advance notice. In these situations, read-only access may be granted to any of the Authorized User's folders directly, or a copy of the files in any folder may be made into a location determined by the department director.

B. Departmental Files

- i. The IT Department will work with individual departments, their directors, and staff to ensure that file system organization and security meets the needs of that particular department and respond to requests to modify access for specific-use cases.
- ii. By default, data is saved on the Mono County file system for an indefinite amount of time, unless otherwise deleted by an Authorized User. In order to avoid cluttering of the file system, it is important for individual departments to manage their file structure appropriately by reviewing, organizing, and deleting old and unneeded files on an annual basis, in a manner that is consistent with the County's record retention policy.
- iii. The IT Department recognizes that each department will have different data storage requirements and retention periods and will work with departments to ensure that their needs are upheld, while recommending best practices for data storage and maintenance where appropriate.
- iv. The IT Department recognizes the value of Cloud-based storage solutions (such as Microsoft OneDrive/SharePoint) and has implemented them for various Mono County Personnel to meet a specific business need. The implementation of these storage services has been done in accordance with the same policies as set forth in this document as well as all applicable data standards and requirements imposed upon local government agencies.
- v. Mono County Personnel shall use the data storage methods which have been provided by the IT Department, and not implement third-party non-authorized solutions (such as Dropbox, Google Drive, or similar offerings) on their own.

4. DATA STORAGE, RETENTION AND BACKUP

Electronic mail (email) addressed to, generated by, or received on County email addresses is the property of the County and is to be used for County business-related purposes only. The email system is not to be used in a way that may be disruptive, illegal, offensive to others, harmful to morale, or that otherwise

compromises the overall integrity of the system or poses a security threat to the County.

Email users are responsible for the management of their personal mailboxes and those departmental boxes which they maintain. Email messages are assumed to be transitory communication and are automatically deleted after two years. Messages that need to be retained for specific purposes, for example, because they are subject to a litigation hold are part of a project record or are "official records" as defined in the County's Public Records Act Policy for Private Devices and Accounts (Policy A-8) should be stored outside of the email system according to best practices provided by IT staff.

Emailing in masse out of the County's regular email system for any purpose that is not directly related to County business is strictly prohibited. If a need arises to send an email to more than 25 recipients that is related to County business, approval may be granted by the IT Director to utilize the County's email list serve program for sending bulk emails.

Email messages will be managed and retained according to the terms established in the section below. While the IT Department has the ability to access e-mail messages stored on or deleted from the County system at any time, it may not do so without prior authorization of either the Authorized User, CAO, County Counsel, HR Director, or applicable department director. Upon receiving such permission, the IT Department may provide access to an Authorized User's mailbox for an indicated amount of time. It is understood that during this time it is not possible to determine who sent messages from the account in question.

Authorized Users are otherwise strictly prohibited from accessing another Authorized User's email without the express permission of the Authorized User, applicable department director, or HR Director.

Access to the mailboxes of Authorized Users no longer employed or retained by Mono County may be established by the IT Department following approval by the applicable department director, the CAO, or the HR Director and remain subject to the same retention period specified below.

Emails sent by HIPAA-covered agencies that contain confidential patient information must be encrypted using a method established by the IT Department.

5. VOICEMAIL

Voicemail messages left on the County phone system are considered transitory communication and are only maintained up until the time that the user deletes the message from the system. It is not possible to recover deleted messages, and they are not backed-up.

Some Authorized Users receive voicemail in the form of an email message with an attached audio recording. In the case of these voicemails, the message is maintained by the County's email system and retained within the same periods set forth in Section H below or may be deleted sooner by the User.

Employees shall establish a password for their voicemail box that ensures unique access to that box and should generally not share that password with any other employee.

Voicemail messages, which are left on the County maintained phone system, are considered property of Mono County, and may be accessed by the IT Department upon the request of the applicable department directors, HR Director, County Counsel, or the CAO.

6. ELECTRONIC FILES AS PUBLIC RECORDS

Authorized Users need to be aware that data, files, messages, and information created by or stored on County computers, servers, or voicemail systems may be subject to disclosure under the Public Records Act, and/or discovery in litigation. County records created through email and other forms of electronic communication(s) that are official records or retained in the ordinary course of business must be protected and retained in accordance with records retention laws and best practices described by the IT Department and County Counsel.

7. RETENTION OF ELECTRONIC MESSAGES AND COMMUNICATIONS

Electronic communications are a business tool that shall be used in accordance with generally accepted business practices and all local, state, and federal laws, including the California Public Records Act, to provide an efficient and effective means of communication.

Email messages are considered transitory in nature and should only be retained where necessary (e.g., if they are official records, part of a project file, or subject to litigation hold). As such, the County's email management system will automatically delete emails (and voicemails that become emails) which are not saved by the User outside of the email system after 2 years.

Certain departments have specific use cases which substantiate the need to retain an actual email message for a longer time period. In these unique circumstances, IT will work to provide an appropriate retention method within Outlook or similar approved system.

Typically, the content of the email message is of greater value than the email itself. In these circumstances, the best practice is to:

- Save the email content into an electronic project file or business system.

- Copy the content to OneNote or similar note tracking system.
- Export a PDF of the message and store in a project folder in the County's electronic file system.

Authorized Users are encouraged to seek guidance from the IT Department and County Counsel in either case to ensure that both messages and information are retained properly and only when necessary.

8. DISCLOSURE OF ELECTRONIC COMMUNICATION

Periodically, the County receives requests for inspection or production of documents pursuant to the Public Records Act, as well as subpoenas or court orders for documents.

In the event such a request or demand includes electronic messages, the IT Department will work with the County Counsel's office to temporarily preserve any messages related to the request or review the Authorized User's mailboxes included as part of the request, in order to produce, by any reasonable means available, the appropriate data.

In these circumstances, the IT staff will access an Authorized User's mailbox and copy appropriate messages to a secondary location, which will be reviewed by County Counsel staff before being delivered to the requestor.

9. PROHIBITED USES OF THE ELECTRONIC MEDIA

- A. Prohibited uses of Electronic Media include, but are not limited to the following:
- i. Illegal activities under local, state, and/or federal law.
 - ii. Intentional or negligent misuse.
 - iii. Anything that may be construed as harassment or disparagement of others based on race, religious creed, color, age, sex, sexual orientation, gender identity, genetic characteristics, national origin, religion, marital status, medical condition, disability, military service, pregnancy, childbirth and related medical conditions, and/or any other classification protected by federal, state, and local laws and ordinances, or perception that an individual has one of these characteristics. This includes, but is not limited to, slurs, obscene messages, sexually explicit images and/or cartoons, etc.;
 - iv. Except as a part of an authorized user's regular County duties, knowingly displaying, transmitting, or downloading sexually explicit or pornographic images, messages, or cartoons.
 - v. Transmitting messages which are threatening, obscene, lewd, or profane.
 - vi. Soliciting others for commercial ventures or other non-job-related matters.
 - vii. Unauthorized mass mailing to more than 25 recipients (any such distribution requires pre- authorization).

- viii. Forging electronic mail messages.
- ix. Intentionally disrupting network traffic or crashing the network and connected systems.
- x. Any other use which is deemed by the County to be inappropriate or in violation of the intended use of any electronic media.

Unauthorized use of the County's Electronic Media as outlined in this policy will be reviewed on a case-by-case basis and may be subject to disciplinary action up to and including termination.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: LEGISLATIVE PROGRAM	Policy Number: I - 1	Page Number: Page 1 of 1
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

POLICY

It is the general policy of the County to initiate legislative action only in matters directly affecting Mono County and its governmental operations, though occasions may arise where it is appropriate for the County to initiate legislation where the direct affect may not be readily apparent.

PROCEDURE

1. Board of Supervisors Action

All changes sought by Mono County in State and Federal legislation shall first be presented for review and approval by the Board of Supervisors.

2. Requests for Legislative Changes

All suggested legislative amendments shall be submitted through the County Administrative Officer for Board of Supervisors' consideration.

A. Department heads are encouraged to participate in legislative matters of their respective professional associations and organizations. In this role they may express personal opinions regarding such matters but may not speak for Mono County without specific Board of Supervisors approval.

3. Support County Government Advocates

In legislative matters of general concern to California counties, the Board of Supervisors will, when deemed advisable, support and endorse the collective legislative efforts of the California State Association of Counties, Rural County Representatives of California or any other appropriate body or individual.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: COUNTY COUNSEL SERVICES	Policy Number: J-1	Page Number: Page 1 of 2
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

PROCEDURE:

1. Provision of Legal Services

The office of County Counsel is charged with giving legal advice to the Board of Supervisors and County departments, commissions and committees. The County Counsel is also charged with prosecuting legal actions brought by the County and with defending legal actions brought against the County and/or its employees while they are acting within the scope of the employer/employee relationship and no applicable exception applies.

2. Requests for Legal Advice

Except in situations of immediate urgency, when phone or text are preferred, requests for legal advice are to be in writing and directed to the County Counsel. A Request for County Counsel Services form has been developed by County Counsel for Department Heads to complete with their request or question. That form is located on the County's intranet page here (insert link) (hereafter the "County Counsel Project Request System"). Legal questions and requests for legal advice are never to be sent by e-mail.

- A. Department Heads may designate staff members in addition to the Department Head who will have authority to request legal advice from County Counsel. The Department Head may do this by requesting that the Information Technology Department provide access for the staff member(s) through the County Counsel Project Request System. The County Counsel will not respond to a request for legal advice except as provided herein or in situations of immediate urgency.
- B. County Counsel will attempt to respond to requests for legal opinions within 14 working days of receipt of a request from a department. This allows prioritization of requests and flexibility to accommodate urgent requests.
- C. All contracts, professional services agreements and MOUs submitted to the Office of County Counsel for legal review shall be simultaneously routed to Risk Management for review and approval through the County Counsel Project Request System. County Counsel will attempt to review and return the documents within 14 calendar days of receipt.

3. Threatened and Actual Litigation

When any employee and/or the County is threatened, either orally or in writing, with suit as a result of employment related activity, such event shall be reported by the person receiving the threat to his/her Department Head who will then advise the County Counsel.

- A. When any County employee is served with any legal process (summons, complaint, subpoena) relating to any aspect of his/her employment with the County, the person shall orally advise County Counsel of such service at the first opportunity and shall then follow the instructions given by County Counsel for delivery of the process to the Office of County Counsel.
- B. If a County employee is sued as a result of any act or omission relating to their employment with the County, the employee shall request, in writing, that the County provide him/her a defense if the employee so desires.

4. Agenda Review

When any department seeks to place on the Board of Supervisors' agenda any material requiring the review of County Counsel, such material which includes but is not limited to all closed session matters, contracts, Ordinances and Resolutions, shall be reviewed by County Counsel prior to submission to the Clerk of the Board for placement on the agenda. Material requiring the review of County Counsel submitted to the Clerk of the Board prior to such required review will be returned to the department.

5. Contracts

Please see Section L-1 and L-2 for policies and procedures related to procurement and contracting.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: LITIGATION HOLDS	Policy Number: J-2	Page Number: Page 1 of 3
	Date Approved: September 20, 2017	
	Revisions:	

POLICY

Mono County’s Litigation Hold Policy is set forth in this letter to all County department heads and elected officials. Strict compliance with this policy is required.

Significant sanctions could result if the County fails to preserve documents, data and other items in conformity with this policy.

1. Legal Obligation

- A. The County is legally obligated to preserve and retain documents, data and things within the possession, custody or control of Mono County and its agents and employees which it knows, or reasonably should know, are, or contain information which is:
 - i. Relevant to actual or reasonably anticipated litigation;
 - ii. Reasonably calculated to lead to the discovery of admissible evidence in actual or reasonably anticipated litigation;
 - iii. Reasonably likely to be requested during discovery in actual or reasonably anticipated litigation; and/or
 - iv. The subject of a pending request for documents, information, things or testimony in current litigation.

2. Documents Related to Litigation

- A. Documents containing information that may be relevant to actual or reasonably anticipated litigation must be preserved by suspending the County’s routine document retention/destruction policy, including suspending any deletion, overwriting, or any other possible destruction of relevant documents and data.

3. Preservation of Documents

- A. Documents and data to be preserved and retained include all hard copy files, photographs, videos, data residing on hard drives of both Agency Owned and Personally Owned Devices, removable media (e.g., CDs and DVDs), cell phones (including text messages and records of phone calls) and any other locations where hard copy and electronic data is stored. Keep in mind that any of the above-mentioned sources of information include personal computers or devices used to perform County business by employees or agents. Such sources also include inaccessible storage media, such as back- up tapes which contain relevant electronic information that does not exist in any other form.

PROCEDURES

Attached to this policy are two forms for use by staff. The documents are titled “Litigation Hold Acknowledgement” and the “Litigation Hold Notice.”

1. Notice of Potential or Actual Litigation

- A. Duty of Employees to Notify Department Head
 - i. When the prospect of litigation arising out of County business is reasonably apparent to a County employee, that employee shall immediately notify his or her Department Head in writing.
- B. Duty of Department Head to Notify Both Risk Management and County Counsel
 - i. A Department Head made aware of actual or reasonably anticipated litigation shall promptly notify the Risk Manager and County Counsel in writing.

2. Notice of Litigation Hold and Acknowledgement - Department Head(s)

- A. Upon receipt of notice of actual or reasonably anticipated litigation, County Counsel shall deliver Notice of Litigation Hold and Litigation Hold Acknowledgement Forms (attached) to the following:
 - i. Department Head(s) of the Department(s) from which the actual or reasonably anticipated litigation arises; and
 - ii. Departments Head(s) of the Department(s) which may possess documents, data or things pertaining to the subject of the actual or reasonably anticipated litigation.
- B. Upon receipt of Notice of Litigation Hold and Litigation Hold Acknowledgement Forms, the Department Head(s) shall then do the following:
 - i. Sign the Litigation Hold Acknowledgment Form and return it to County Counsel;
 - ii. Suspend standard document retention and destruction practices and other retention and destruction practices which may result in the destruction of documents, data or things potentially relevant to the actual or anticipated litigation (this may require coordination with Information Technology if digital data or email is of interest); and
 - iii. Identify the types of documents, data and things likely to be relevant to the litigation (including things located on personal devices or accounts), and take appropriate steps necessary to preserve them, including, but not limited to preserving documents and emails, as well as electronically stored information and communications on computers, external hard drives, and cell phones of current and former Mono County employees and agents. “Preserve” can be interpreted broadly and includes taking reasonable steps to prevent the partial or full destruction, alteration, testing, deletion, shredding, incineration, wiping, relocation, migration, theft, or mutation or such material, as well as negligent or intentional handling that would make material incomplete or inaccessible. To the extent possible, data should be preserved in its original “native” format

3. Notice of Litigation Hold – Employees

- A. Upon receipt of a Notice of Litigation Hold, the Department Head(s) shall promptly

provide a copy of the Notice of Litigation Hold to all Mono County employees or agents who may have access to or control of documents, data or other items potentially relevant to actual or anticipated litigation, as well as to the Information Technology Department.

- B. Such employees and agents should be clearly instructed to suspend standard retention and destruction practices to the extent such practices may result in the destruction of documents, data or things potentially relevant to actual or anticipated litigation.

4. Notice of Litigation Hold Release – Department Head(s)

- A. At the conclusion of the litigation or expiration of time during which litigation is reasonably anticipated, the Risk Manager, after consulting with the County Counsel, will advise the relevant Department Head(s) in writing that the Litigation Hold is released and standard retention and destruction practices may resume and Department Head(s) shall then advise their employees and agents that they may resume standard retention and destruction practices.

Questions about this Litigation Hold Policy should be directed to the Mono County Counsel.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: ETHICAL WALLS – County Counsel	Policy Number: J-3	Page Number: Page 1 of 1
	Date Approved:	August 10, 2021
	Revisions:	

POLICY

This County Counsel policy is applicable where one attorney from the Office of County Counsel serves as counsel to a quasi-adjudicatory decision maker and another serves as an advocate before that decision maker.

The following shall apply:

1. There shall be no ex parte communication between counsel serving as advocate and counsel serving as advisor regarding the substance of the matter pending before the decision maker. The substance of the matter includes facts, circumstances, legal advice, or any substantive issue.
2. Where communication regarding logistics, schedules, or related issues is necessary, it shall be by email (with counsel serving as advocates for both parties included), whenever possible.
3. Separate files related to the matter shall be maintained and such files shall not be accessed by the other counsel.
4. Administrative staff shall provide assistance related to the matter only to the counsel serving as advocate, unless more than one administrative staff person is available, in which case the additional staff person may assist the counsel serving as advisor.
5. Counsel serving as an advocate and counsel serving as an advisor shall not both be supervised in the matter by the same individual. Supervision by the same individual in an unrelated matter is acceptable.
6. Counsel may adopt practices that are more stringent than those set forth in this Policy.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: REQUISITIONING OFFICE SUPPLIES AND EQUIPMENT	Policy Number: K-1	Page Number: Page 1 of 1
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

PROCEDURE

1. Requisitioning Office Supplies

Where possible, requisitions for office supplies and specialty office items should be made through the designated supplier as defined by a countywide contract or a statewide Leverage Procurement Agreement. Departments should check with the County Administrator's office for further information or guidance.

All purchase agreements for office supplies require strict adherence to the guidelines outlined in Mono County Code Chapter 3.04 ("Purchasing") and the Contracting Process Policy (Policy L-1 of this Manual) or the Short Form Contracting Policy and Procedure (Policy L-2 of this Manual), as applicable.

2. Ergonomic Devices and Workstation Modifications

All requests for ergonomic devices, workstation modifications or accommodation with special devices (e.g., ergonomic keyboards, chairs, desk height changes, etc.), or requests for an ergonomic evaluation of a workstation or area shall be coordinated through Risk Management.

Installation of any of the special devices or workstation modifications must be coordinated between Risk Management and facility services.

3.. Requisitioning Office Equipment

All purchase agreements for office equipment require strict adherence to the guidelines outlined in Mono County Code Chapter 3.04 ("Purchasing") or the Short Form Contracting Policy and Procedure (Policy L-2 of this Manual), as applicable.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: CAPITAL ASSETS	Policy Number: K-2	Page Number: Page 1 of 22
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

BACKGROUND

The purpose of this policy is to present a uniform method of maintaining Mono County’s capital asset records and to apply a consistent method of accounting for capital assets. This policy does not address or supersede existing budgeting or funding procedures in place. Policies incorporated into this manual are intended to be in accordance with Generally Accepted Accounting Principles (GAAP) and to follow the best practices established for the maintenance of capital asset records.

In addition to providing a point of reference to Mono County officials and others relative to capital assets accounting, the objectives of this policy are as follows:

- To assemble in one policy of reference, the policies, procedures and instructions to be used in the maintenance of the capital assets system;
- To name the requirements and responsibilities of the various departments in the perpetuation of the capital assets system;
- To provide examples and forms to be used in maintaining the capital assets system.

The establishment and adherence to maintaining the capital assets record system offers the following benefits:

- Proper accountability and stewardship of assets owned;
- Compliance with GAAP;
- Basis for projecting future replacement and expenditures;
- Up-to-date insurable values and proof of loss substantiation.

PROCEDURE

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SECTION 1 – GAAP GUIDANCE AND REQUIREMENTS

The primary purpose of the County’s Fixed Asset System (FAS) is to maintain physical accountability over the assets owned by Mono County. The accounting system should provide at a minimum: the original cost, accumulated depreciation, and net book value of the capital assets, the date placed in service, identity of the acquiring department, the asset’s location and identify the funding source for the purchase and/or construction of those assets.

GASB Statement No. 34 defines “capital asset” to include land, easements, buildings, building improvements, vehicles, machinery, equipment, software, works of art and historical treasures, infrastructure, and all other tangible and intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period.”

The assets that will be capitalized and tracked in the FAS include:

- Land - Includes land associated with another asset, such as land under a roadway, which is physically owned by the County. Easements and land owned through fee title are included as Land.
- Land Improvements - includes permanent, non-moveable improvements that add value to land (not to include buildings) that add value to land, do not have indefinite useful lives, and are depreciable (fences, retaining walls, parking lots, and most landscaping).
- Building and Improvements – physical property of a permanent (non-moveable) nature (i.e. buildings, structural attachments or fixtures, storage tanks, reservoirs, and parking areas).
- Equipment and Furnishings –used for vehicles, furnishings, and similar moveable items. Permanent attachments to buildings, not intended to be removed and that function as part of the building (i.e. boilers, lighting fixtures, plumbing).
- Construction in Progress (CIP)– costs incurred to construct or develop a tangible or intangible capital asset before it is substantially ready to be placed into service.
- Infrastructure and Infrastructure Improvements – long-lived capital assets that normally are stationary in nature and normally can be preserved for a greater number of years than most capital assets (i.e. roads, bridges, tunnels, drainage systems, water and sewer systems, dams, lighting systems).
- Intangible Assets - Software, patents, copyrights, and rights of usage or way.
- Right-to-use leased assets meeting the requirements of Government Accounting Standards Statement No. 87 requiring capitalization of certain assets acquired under leases.
- Other Capital Assets – capital assets for all items not properly included in one of the other major classes. Can include land that is expected to significantly diminish in future utility (land used for toxic waste disposal, land used as a source of gravel or ore) in which case depreciation accounting may be necessary.

To determine at what level these assets will be monitored, please refer to the Capital Asset Threshold Table found in Section 3.

The general reporting requirements related to capital assets are:

- Inclusion of capital assets in the Statement of Net Assets.
- Inclusion of depreciation expense in the Statement of Activities.
- Policy disclosures related to capital and intangible assets.
- Note disclosures of changes in the governmental and business-related capital assets. This statement would show the beginning balance for each class of assets, total additions for the

year by class, total dispositions for the year by class, total transfers for the year by class, and the ending balance for each class of assets in tabular form.

- Facilitating the preparation of other reports, such as the Annual Road Report for the State Controller's Office.

SECTION 2 – VALUATION

VALUATION BASIS

Historical Cost – Capital assets are generally acquired by purchase, transfer, or donation. Capital assets acquired by purchase or transfer (e.g., transferred from another department) should be recorded or capitalized at the historical cost or estimated historical cost, if historical cost is not practically known. When purchasing a new asset, the historical cost includes the amount paid for the asset or the cumulative construction costs incurred less discounts and should include any ancillary payments required to put the asset into its intended state of operation. Charges for freight and transportation, site preparation, and sales and use taxes are considered to be ancillary charges. Donated assets should be recorded at their estimated fair market value on the date of the donation. Some costs that may be included, but not limited to, in arriving at the historical costs are:

- Buildings/Structures – Professional fees such as for architectural work, permits and licenses, damage claims, cost of fixtures (lights, roof, HVAC), insurance premiums, and related costs incurred during the period of construction.
- Land – Legal and title fees, surveying, appraisal and negotiating fees, and damage payments. Costs associated with preparing the land for its intended use, such as grading and fill costs, may also be capitalized. Land related to infrastructure (i.e. land underneath roads) may be valued at 5% of the total project cost if fair market value is unknown. Land is not depreciable.
- Land Improvements – Historical costs may include professional fees, damage claims, and insurance premiums, grading, paving, installation of utilities, and landscaping.
- Equipment, furniture, and machinery – Installation, shipping, and sales and use taxes.
- Vehicles – initial licensing, installation of accessories such as radios, computers, and light bars, shipping, and sales and use taxes.
- Infrastructure – Costs include professional fees, damage claims, and insurance premiums.
- Intangible Assets/Software – Software purchase, design and testing costs, installation to hardware, payroll costs associated with installation and testing (See Section 3 – Software Capitalization).
- Right-to-use leased assets – present value of rental payments over the contract term, including any reasonably anticipated renewal terms.

If Mono County is using in-house resources such as labor (including all applicable labor costs), materials, and supplies, they must be included as part of the cost of the asset and capitalized as if outside resources were used.

Donations – A donated asset should be capitalized at its fair market value as of the date it was accepted by the Board and when all capitalization criteria have been met. The fair market value is the estimated value of the asset for which it would be exchanged between a willing buyer and seller with full material knowledge and who agree that the exchange is equitable.

If the donation is received from a private company, corporation, or individual, the donor should provide the reasonably estimated fair market value on the date the assets are received by the County. If the donated item is new, the invoice cost should be available. If the donor is unable to provide an estimate

of the fair market value, the Department of Finance, Division of the Auditor-Controller, can obtain an estimate of value from the Purchasing Agent or an independent appraiser.

Trade-Ins – When a capital asset purchase is reduced by applying trade-in value from another asset, the Purchasing Agent is responsible for notifying the Department of Finance, Division of the Auditor-Controller, of the trade-in on the Purchase Order. If the amount paid for the capital asset falls below the capital asset threshold due to the trade-in, the asset cost is coded as an expense to the appropriate expense account line item.

Capitalizing Repair Costs - The criteria for capitalizing an expenditure, rather than expensing the cost as maintenance or repairs in the period it is incurred, are:

- 1) Does the cost extend the asset’s useful life?
- 2) Does the cost increase the capacity or functionality of the asset?
- 3) Does the cost increase the efficiency of the asset?

If any one of the three questions can be answered “Yes”, then the costs should be capitalized. If all three questions are answered “No”, then the costs should be treated as maintenance costs and expensed in the period they are incurred. If the determination results in capitalizing the repair cost, the entirety of the repair costs is to be recorded in a capital outlay expenditure account.

For example, applying an overlay of less than one inch to a road or slurry sealing a section of asphalt would typically be considered a maintenance expense whereas widening the lanes or alignment improvements of a section of asphalt road would typically permit speed limits or traffic flow to increase and therefore would be considered a capitalizable expenditure.

The following definitions and summary chart illustrate the proper accounting treatment based on the type of expenditure.

Maintenance and repair costs allow an asset to continue to be used during its originally established useful life. If costs are incurred to keep an asset in its normal operating condition (e.g. lubrication, cleaning, or replacement of small parts) and the life of the asset is not extended, the costs would be truly maintenance expenditures that are expensed in the period incurred.

Additions, improvements, and betterments provide additional value by 1) increasing the capacity or efficiency of the asset, or, 2) lengthening the useful life of the asset. An increase in capacity increases the level of service provided by an asset. A change in efficiency maintains the same level of service but at a lower cost. These costs are capitalized and depreciated.

The process can be summarized in the following table:

<u>EXPENDITURE TYPE</u>	<u>ACCOUNTING TREATMENT</u>
Maintenance and repair costs	Expense
Additions, Improvements, and Betterments	Capitalize (if threshold is met)

CAPITAL PROJECTS

Capital project expenditures are typically for the acquisition or construction of major facilities. A capital project can include the combination of several different assets, such as a purchase of land and construction of a building, complete with furniture and fixtures. When fixtures are included with original construction costs they shall be capitalized as part of the structure. Fixtures that are added after

the original construction, regardless of purchase date, will be capitalized based on the individual item or unit value.

Construction by force account is the method of constructing a capital asset or improving an existing capital asset where the County utilizes its own personnel instead of an outside contractor. Construction performed by County staff is recorded in the same manner as if acquired by an outside contractor. These costs are initially charged to the cost accounts of the department performing the construction. Project costs include director labor, materials, equipment usage, and overhead. Overhead of the department should be limited to those items that can be distributed on the basis of direct labor. Administrative overhead may be capitalized when clearly related to the construction outside of the cost center.

A capital asset account reflecting the cost of construction work for projects not yet completed will be used to record construction in progress. These recorded costs shall include an retentions being withheld by the County and to be paid after completion of the construction projects. Upon completion of a project, all previously recorded costs associated with the project are transferred from the construction in progress account to the appropriate capital asset account, usually Buildings, Structures, associated Improvements, Software, or Infrastructure.

The Finance Director shall be notified of any construction projects and significant repair projects. Departments shall track costs associated with these projects and provide reports identifying the individual transactions and summary amounts as construction in progress, as appropriate. Departments shall notify the Finance Director upon completion of the projects so that the proper asset can be charged with the total completed costs.

CAPITALIZATION THRESHOLDS

Generally, assets are required to be capitalized for financial accounting purposes when two tests are met.

- 1) Assets with an original individual unit cost, including ancillary costs, must be equal to or greater than the Mono County capitalization threshold shown in the table below.
- 2) The asset must show a future benefit beyond the current period.

Capital assets will be capitalized at the thresholds and in the appropriate expense account Element/Object as indicated in the following table:

CAPITAL ASSET THRESHOLD TABLE

<u>Asset Type</u>	<u>Element/Object</u>	<u>Capitalization Threshold</u>
Land	52010	\$ -
Land Improvements	52010	\$ 100,000
Buildings and Structures	52011	\$ 100,000
Building Improvements	52011	\$ 100,000
Equipment (Other than specified below)	53030	\$ 5,000
Vehicles	53010	\$ 5,000
Furniture & Fixtures	53030	\$ 5,000
IT Hardware	53030	\$ 5,000

IT Software ¹	53015	\$ 50,000
Heavy and Unlicensed Equipment	53020	\$ 15,000
Office Equipment	53030	\$ 5,000
Infrastructure & Infrastructure Improvements	52010	\$ 250,000
Intangible assets (i.e. software ²)	53015	\$ 100,000
Intangible assets – non-depreciable (i.e. radio frequencies)	52010	\$ 100,000

Additions, improvements, and betterments will be capitalized according to the Capital Asset Threshold Table above. Items or projects under the threshold will be expensed (not capitalized). Capital assets will be identified with a capital asset tag (if applicable), set up in the capital asset record, and accounted for over the asset's useful life.

SOFTWARE CAPITALIZATION

Software is a common form of an intangible asset that can be capitalized when it is considered identifiable and reaches the threshold established above. To be considered identifiable, the asset must meet one of the following two conditions:

- 1) The asset can be separated from the government.
- 2) The asset arises from contractual or other legal rights.

Capitalizable software includes subscription-based information technology arrangements (SBITAs) where a contract conveys control of the right to use another party's information technology software and resulting in a right-to-use subscription asset.

Internally Generated Computer Software

Software is considered internally generated when the software is modified using more than minimal incremental effort before being put into operation.

Costs associated with internally generated computer software can be grouped in 3 stages:

- 1) **Preliminary Project Stage**: Costs incurred during this stage must be expensed as incurred. Activities in this stage include formulation of concepts and evaluation of alternatives, determination of existence of needed technology and final selection of alternatives.
- 2) **Application Development Stage**: This stage generally encompasses the following activities: Design of chosen path including software configuration and software interface, coding, installation to hardware, testing and conversion. Types of costs associated with this stage include:
 - a) Personnel costs: Large computer projects may require both employees and consultants to design and implement the system. The costs of both who are directly dedicated to the development and implementation of the computer project may be capitalized.
 - b) Travel, lodging, and similar expenses.
 - c) Purchased software and hardware: Software purchased separately from hardware or software that is modified using more than minimal incremental effort (modifying more than

¹ This line item is to record expenditures of software purchased from external sources.

² Software as an intangible asset is internally generated not purchased from an external source.

25% of original source code) before being put into operation shall be recorded and depreciated separately when the capitalization threshold is reached.

Costs associated with the Application Development Stage generally should be capitalized. However, the nature of the activity shall override the timing of the activity. For instance, if training of employees occurs during the Application Development Stage, the associated outlays would be expensed as incurred.

- 3) Post-Implementation/Operation Stage: Activities in this stage include application training and software maintenance. The associated costs in this stage should be expensed as incurred.

NOTE: Software that is purchased with computer hardware as an integral part of the equipment will be capitalized and depreciated over the useful life of the computer hardware and follows the capitalization threshold established for equipment. Stand-alone software license agreements will not be capitalized unless ownership is indicated within the license agreement and the capitalization threshold is reached.

DEPRECIATION

Depreciation is a cost allocation methodology that spreads the cost of the asset over its useful life rather than recognizing the total expense in the period purchased. Assets that have an indefinite useful life are not depreciated. Examples of assets with indefinite useful lives include land and easements.

Mono County uses the straight-line method of depreciation. An entry is made each month to record depreciation expense, an amount which represents the cost of using the assets during the month. In developing the cost allocated to depreciation, Mono County will need the following information:

Acquisition Date - The date Mono County took ownership of the asset and placed the asset in service.

Useful Life - The useful life should be set to correspond to the time frame that the asset will contribute to the production of goods or services (see Exhibit B for a listing of asset classes and associated useful lives). Consideration should be given to an asset's present condition, the environment in which the asset will be used, and how long it is expected to meet service demands.

Salvage Value - The amount Mono County can anticipate recovering at the end of the useful life of the asset. For calculating depreciation, all depreciable property is considered to have no salvage value.

SECTION 3 – PROPERTY CONTROL RESPONSIBILITIES

AUDITOR CONTROLLER'S OFFICE

To maintain accurate capital asset records, information must be centralized in the Mono County Department of Finance, Division of the Auditor-Controller. The Auditor-Controller is responsible for maintaining all of the information relating to the capital asset.

The Department of Finance, Division of the Auditor-Controller, will be responsible for:

- Interfacing with departmental contacts concerning capital asset policies and procedures and to provide training in the proper procedures in the use of the Innoprise Financial Fixed Asset Module
- Monitoring contracts, purchase orders, and payment vouchers for asset types to be included in the FAS.
- Issuing identification tags for capital assets that are capitalized in the FAS, when appropriate. Tags will be issued when the documentation for the expenditure is complete. See Section 6 – Tagging Procedures for policies and procedures related to tagging assets.
- Maintain central records of all capital assets (including firearms) by recording all additions, disposals, and adjustments in Innoprise Financial Fixed Asset Module.
- Reviewing all capital outlay expenditures budgeted in the 50000 series expenditures.
- Conducting annual reconciliations between the FAS and the General Ledger (any differences must be researched and resolved)
- Maintain accurate records for audit purposes. All reconciliations must be documented and remain on file in accordance with Mono County record retention policies.
- The annual general ledger reconciliation should also include reconciliation to the annual physical inventory to ensure that the control account maintained in the general ledger is supported by both the capital asset record totals in the FAS as well as the physical inventory.
- Annual review of the Capital Assets policy.

DEPARTMENT RESPONSIBILITIES

Each department will have a capital asset liaison. They will have the following responsibilities to ensure that the necessary information is provided to the Department of Finance, Division of the Auditor-Controller,:

- Complete all necessary forms and submit them to the Department of Finance, Division of the Auditor-Controller, with all appropriate supporting documentation, for processing in a timely manner.
- Ensure accurate account coding for acquisitions on contracts and forward accounts payable document(s) to be processed for payment.
- Apply capital asset identification tags to appropriate capital assets acquired by their department.
- Report transfers and disposals to the Department of Finance, Division of the Auditor-Controller, in a timely manner.
- Conduct an annual physical inventory.
- Submit an annual inventory report, including a written certification that reflects any necessary additions and/or deletions, to the Department of Finance, Division of the Auditor-Controller.

SECTION 4 – ACCOUNTING AND IDENTIFICATION PROCEDURES

CREATION OF A RECORD IN THE FAS

It is the responsibility of the Auditor-Controller to fully prepare accurate capital asset records based on the appropriate documentation as provided by the departments. The Department of Finance, Division of the Auditor-Controller, will create an asset record for every capitalized asset based on information included with the Capital Asset Acquisition Form and/or the Construction in Progress Cost Accumulation Worksheet.

The record must contain the following information:

- Capital Asset identification tag number
- Date of acquisition (month/day/year)
- Description (noun first, then adjective - e.g. table, conference)
- Manufacturer
- Model number
- Serial number
- Fund source
- Department number
- Location of asset
- Classification of the asset and its associated useful life (see Exhibit A)

TRANSFERS

Notice of transfers and/or dispositions of all county equipment will be made via submittal of an Equipment Transfer Form (ETF) containing the following information:

- Capital asset identification tag number (if any);
- Date of transfer or disposition;
- Department name and location, of both the sending and receiving department;
- Description, manufacturer, model, and serial number of the asset to be transferred or disposed;
- Authorized departmental signature

All transfers will be performed by the departmental liaisons. Completed ETF's must be submitted immediately to the Department of Finance, Division of the Auditor-Controller, upon completion of the transfer.

Transfers - Assets in Use: Transfers are to be recorded in the FAS when the relocation of the item or the exchange of physical custody of the asset is considered permanent. If the equipment is to be temporarily loaned or relocated, and the intention is to reclaim the item or restore it to its original location in the near future, the asset record need not be changed. Transfers are recorded when the relocation is between departments as opposed to room-to-room, or if there has been a change in the custodianship of the asset, not just a change in the physical location of the asset.

Transfers - Surplus Property: Surplus property are those assets that are no longer needed due to, for example, the cancellation of a particular program or the obsolescence of the equipment. An ETF will be completed and signed by the sending department and the Purchasing Agent. The

ETF should reflect “Surplus” as the receiving location. Final disposition of the surplus items will be communicated by the Purchasing Agent to the Department of Finance, Division of the Auditor-Controller. The original ETF will then be sent to the Department of Finance, Division of the Auditor-Controller.

NOTE: When a usable asset is transferred out of surplus, an ETF must be completed by the Purchasing Agent and the acquiring department liaison and forwarded to the Department of Finance, Division of the Auditor-Controller, immediately.

DISPOSALS

Departments are prohibited from disposing of property in any manner, shape or form. A disposal represents the physical removal of an asset from custody or accountability. The responsible Department Head shall immediately notify the County Finance Director of capital assets that are lost, stolen, destroyed, or otherwise unaccounted for. If burglary or theft is suspected, the Department Head shall immediately notify the Sheriff and the County Administrative Officer.

Capital assets are to be surplused once a determination has been made that the asset’s serviceable use has expired and cost-effective reparability is unobtainable. Department Heads shall notify the Public Works Director, if appropriate, and the Finance Director of any surplus property for which they are responsible by submitting a signed Capital Asset Disposal Form. The Board of Supervisors (BOS) must approve all capital asset disposals prior to the actual disposal of the asset.

ANNUAL PHYSICAL INVENTORY

At the end of the fiscal year or shortly thereafter, a physical inventory of capital assets will be conducted by each department itemizing all capital assets in their possession. This will be done under the direction of the Department of Finance, Division of the Auditor-Controller, and the departmental liaisons. The FAS report will be divided by location and department and given to the appropriate departmental designee for verification. The following procedures will be followed:

- Capital assets that are accounted for should be checked off.
- Capital assets that are at the location but not on the report should be noted with the capital asset tag number, description, and manufacturer, model, and serial number when applicable on the Capital Asset Exception Sheet.
- Capital assets that are shown in the report but no longer exist should be noted on the Capital Asset Exception Sheet with an explanation as to the removal. If the asset has been transferred, an ETF must accompany the Exception Sheet. If an asset is missing and the department requests removal from the FAS, then the department head will present the loss to the BOS and submit a letter with the Exception Sheet to the Department of Finance, Division of the Auditor-Controller
- Capital assets that exist but are not shown in the report and are not tagged should be noted with the description, manufacturer, model, and serial number; these assets must be added to the FAS according to the procedures defined above.

CAPITAL LEASES

If a lease agreement conveys control of the right to use an underlying asset and the lease contract meets generally all of the following criteria as promulgated by Government Accounting Standards Statement No. 87, the lease is classified as a capital lease:

- A legally binding non-cancellable contract represents the use the present service capacity of the underlying non-financial asset.
- The lease term has a noncancelable right to use period, including options to extend the lease if it is reasonably certain that the County will extend the lease, of more than 12 months.
- The underlying asset is not any of the following types of assets:
 - Intangible
 - Biological
 - Service Concession Arrangement
 - Supply Contracts
 - Inventory

If the value of the future minimum lease payments reaches the capitalization threshold, the asset is capitalized upon inception of the lease.

Upon delivery of the asset, a lease financial summary (e.g. Schedule A for leased vehicles) is submitted to the Department of Finance, Division of the Auditor-Controller, from the Purchasing Agent. An amortization schedule will be created by the Department of Finance, Division of the Auditor-Controller, and forwarded to the leasing department's capital asset liaison. The amortization schedule and lease financial summary are used to itemize payments by principal and interest to ensure the appropriate amounts and corresponding expenditure accounts are used in the payment process, and to record the debt for vehicles leased using a capital lease.

SENSITIVE ASSETS

Sensitive assets are those assets with a value less than the capitalization threshold (and therefore not required for financial reporting) yet a measure of control over those assets is still desired. Control over sensitive assets needs to be maintained for various reasons including the following:

- Legal or reporting compliance (e.g., certain assets acquired using grant proceeds)
- Protect public safety and avoid public liability (e.g., police weapons)
- To compensate for a heightened risk of theft (e.g., small but high value assets such as radios, personal/portable electronic devices, computers, laptops, tools, etc.)

Any department with sensitive assets is required to implement a tracking system to control the issuance, use, disposition, etc., of those assets within their control. Periodic inventories of sensitive assets will be performed by the Department of Finance, Division of the Auditor-Controller, in conjunction with the department, to ensure the adequacy of departmental tracking of sensitive assets.

SECTION 5 – TAGGING PROCEDURES

TAGGABLE ASSETS

All capital assets will be assigned a capital asset identification number and identification tag. However, some of these assets due to their nature and/or their exposure to the weather are not practical to tag. (Please see Procedures for Untaggable Assets later in this section for further information.)

Placement of Asset Identification Tags

In implementing a capital asset identification tagging procedure, one of the prime considerations should be the uniformity of the placement of the capital asset identification tags. In applying the tags, ease of access for subsequent inspections should be the guiding principle. It is not necessary to deface an asset

when applying a tag, but at the same time the tag should not be so remotely placed that it creates hardship in affixing it or finding it during asset verification. The following is a guideline of recommended locations to place asset identification tags:

- Computers: Computer equipment should be tagged on the front.
- Office Equipment: Office equipment (e.g. fax machines and printers) should be tagged on the front.
- Appliances: Appliances should be tagged on the top right corner on either the face or side depending on accessibility.
- Shop Equipment: For shop equipment, other or unlicensed heavy machinery the asset identification tags should be placed where a minimum of grease, oil, vibration, or heat will be encountered. Tags are intended to last the useful life of the item, so care should be taken when selecting the area the tag is to be placed. Ideally, the tag should be placed on the front of the asset or next to the manufacturer's plate.
- Engineering/Scientific Equipment: For engineering and scientific equipment the asset identification tag should be placed near the manufacturer's identification plate. For larger, less mobile equipment, the tag should be placed on the upper right-hand corner of the asset.
- Grounds/Maintenance Equipment: For grounds and maintenance equipment the asset identification tags should be placed where a minimum of grease, oil, vibration, or heat will be encountered, preferably near the manufacturer's identification plate.
- Audiovisual Equipment: Audiovisual equipment should be tagged on the right side near the back of the piece of equipment.

Replacement of Defaced Asset Tags

If an asset is observed to have a tag defaced to the point where number recognition is impossible, the asset should have a replacement capital asset identification tag assigned and affixed to it. Upon receipt of notification that the asset tag needs replacement, the Department of Finance, Division of the Auditor-Controller, will issue a new asset number and tag.

UNTAGGABLE ASSETS

The majority of assets to be monitored and recorded in the FAS will follow the procedures outlined previously, however, there exist several categories of assets which will not be assigned a capital asset identification tag and will be entered into the FAS through alternate means.

New Construction - New construction, which is completed within one fiscal year, should be entered into the FAS at the time of completion. Often, the final contractor's cost summary will supply the proper original cost figures; however, special care must be taken when analyzing these summaries as they occasionally include costs for the purchases of equipment, land, and/or the construction of land (site) improvements. These costs must be extracted and entered separately under their respective asset categories. In addition, a contractor's cost summary may not reflect fees associated with the design, engineering, and legal aspects of the project. These fees should be accounted for to reflect the total capitalized cost of the project.

Purchased Construction - Frequently, properties are purchased with existing structures, which will be modified for use. In these cases, the total purchase price must be allocated to the appropriate capital asset categories such as land, land improvements and construction. It is common to engage a local real estate appraiser when negotiating the purchase of such property. These appraisals will usually indicate separate values for the above accounts and are probably the best tool available for allocation of the total purchase price.

Infrastructure - See new or purchased construction.

Construction In Progress (CIP) - The CIP account can be viewed as a "holding" account for accrued construction project costs where the duration of the project will encompass more than one fiscal year and the completed project will meet the capitalization criterion outlined in Section 3 – Capitalization Thresholds. All equipment, construction materials, and labor are accounted for in their respective funds as expenditures. Once such projects are completed and have been accepted by Mono County, the total cost will be transferred out of CIP and into the appropriate capital asset accounts.

Land - Land is recorded in the FAS based on original cost and date of purchase. When the information is not readily available, it can be researched through Mono County records maintained in the Assessor's office. Occasionally, verifiable cost records will simply not exist. In such cases, land should be included based on a reasonable estimate of fair market value at the time of acquisition. The methodology for determining the estimated value should be included with documentation.

Land Improvements - Land improvements consist of items such as paving, fencing, flag poles, outdoor lighting, etc. If these assets are part of a new construction project, they can be entered into the FAS based on contractor supplied information as discussed in "New Construction" above.

Licensed Vehicles - Licensed vehicles consist of all mobile assets requiring licensing by the State of California. The VIN or other specific identifier are recorded in the FAS and used in place of an asset tag.

Software - Software by itself is an intangible asset that lacks physical substance therefore it cannot be tagged.

The capital asset liaison shall monitor these untaggable assets to ensure they are properly identified with the Capital Asset identification number during the transfer or disposal process.

EXHIBIT A – ASSET CLASSES AND USEFUL LIVES

Asset Type		Aircraft	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Vehicles	Fixed Wing Aircraft	240
Equipment	Vehicles	Helicopter	120

Asset Type		Automotive	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Vehicles	Large Heavy Duty Trucks	120
Equipment	Vehicles	Motorcycles/Snowmobiles/ATVs	60
Equipment	Vehicles	Buses & Passenger Vans	84
Equipment	Vehicles	Dump Trucks & Push Plows	180
Equipment	Vehicles	Truck & Utility Vehicle Access	120
Equipment	Vehicles	Large Equipment Trailers	240
Equipment	Vehicles	Fire-Fighting & Emergency Vehicles	180
Equipment	Vehicles	Fire-Fighting & Emer. Vehicles Access	120
Equipment	Vehicles	Passenger Vehicles	84
Equipment	Vehicles	Sheriff Patrol Cars	36
Equipment	Vehicles	Sheriff 4 X 4 & Vans	48

Asset Type		Automotive Maintenance Equipment	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Automotive Maintenance & Repair Equip	180

Asset Type		Boats & Boat Trailers	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Vehicles	Boats	180
Equipment	Vehicles	Boat Trailers	180

Asset Type Communication Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Satellite System	120
Equipment		Mobile Radios	60
Equipment		Transceivers	60
Equipment		Repeaters	120
Equipment		Base Stations	60
Equipment		Portable Radios	60
Equipment		Transmitters	120
Equipment		Radio Equipment & Parts	120
Equipment		Telephone Equipment & Systems	84
Equipment		Security Systems & Alarms	120
Equipment		Voicemail Equipment	84
Equipment		Television & Video Equipment	60

Asset Type Computer, Printers & Related Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	IT Hardware	Servers & Mainframes	60
Equipment	IT Hardware	Network Equipment	60
Equipment	IT Hardware	Line Printers >100LPM	120
Equipment	IT Hardware	Tape Reading Equipment	120
Equipment	IT Hardware	Automated Ballot Counting Equip	120
Equipment	IT Hardware	Personal Computers/Laptops & Related Eq	48
Equipment	IT Hardware	Projectors	84
Equipment	IT Hardware	Computer Assisted Drawing Systems	120
Equipment	IT Hardware	Monitors & Screens	60
Equipment	IT Hardware	Printers - Inkjet	60
Equipment	IT Hardware	Printers - Laser	60
Equipment	IT Hardware	Printers - Dot Matrix	60
Equipment	IT Hardware	Printers - Other	60
Equipment	IT Hardware	Facsimile Machines	60
Equipment	IT Hardware	Plotters	60
Equipment	IT Hardware	Scanners	60
Equipment	IT Hardware	Bar Code Readers	60
Equipment	IT Hardware	Tape Backup/Data Storage Systems	84
Equipment	IT Hardware	Uninterruptible Power Systems	84

Asset Type Firefighting, Safety & Rescue Group

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Crime Fighting and Prevention Equipment	120
Equipment		Weaponry and Ammunition	120
Equipment		Investigative Equipment	120
Equipment		Protective Gear	60
Equipment		Bomb Handling Equipment	120
Equipment		Diving Equipment & Apparatus	60
Equipment		Firefighting Equipment & Tools	120
Equipment		Firefighting Hoses, Nozzles & Tanks	60
Equipment		Firefighting Equipment & Parts	120
Equipment		Safety Equipment & Parts	120
Equipment		Rescue Equipment & Parts	120
Equipment		Breathing Apparatus & Respiration Equip	120

Asset Type Heavy Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Heavy Equipment	Snow Plow (Transit Prior To 6/91)	120
Equipment	Heavy Equipment	Snow Blowers & Plows	180
Equipment	Heavy Equipment	Graders	180
Equipment	Heavy Equipment	Tractors, Cranes & Heavy Equipment Eng	120
Equipment	Heavy Equipment	Water & Dump Trucks	180
Equipment	Heavy Equipment	Loaders & Excavators	180
Equipment	Heavy Equipment	Loaders/Forklifts	240
Equipment	Heavy Equipment	Tow Brooms	240
Equipment	Heavy Equipment	Paving, Street & Road Const Equip Parts	120
Equipment	Heavy Equipment	Small Road Construction Equipment	240
Equipment	Heavy Equipment	Large Heavy Equipment	180
Equipment	Heavy Equipment	Sweepers, Rollers	240

Asset Type Landscaping & Gardening Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Agricultural Landscaping & Landscape Equip	180
Equipment		Agricultural Gardening & Landscape Access	120
Equipment		Riding Lawnmowers	60

Asset Type Miscellaneous Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Miscellaneous Equipment	120
Equipment		Trailers & Medium Road Equipment	240
Equipment		Air Compressors	300
Equipment		Air Compressor Parts	120
Equipment		Small Road Equipment	180
Equipment		Pumps	240
Equipment		Pressurized Cleaning Equipment	120
Equipment		Power Generation Trans & Distr Eq	180
Equipment		Power Generation Eq Motors & Engine	120
Equipment		Hoists	120
Equipment		Woodworking Equip & Parts	240
Equipment		Metal Working Equip & Parts	120
Equipment		Cleaning Equipment & Parts	120
Equipment		Miscellaneous Equipment & Tools	180
Equipment		Traffic Control Equip & Materials	180
Equipment		Heating, Ventilation & Air Conditioning	120
Equipment		Slide & Film Projectors	120
Equipment		Pianos	120
Equipment		Physical Conditioning & Training Equip	240
Equipment		Playground Equipment	120
Equipment		X-Ray Equipment	84
Equipment		Electronic & Laboratory Equipment	120
Equipment		Appliances	120
Equipment		Food Preparation & Serving Equipment	180
Equipment		Stoves, Ovens & Ranges	120
Equipment		Dishwashers	180
Equipment		Refrigerators & Freezers	180
Equipment		Clothes Washers & Dryers	120
Equipment		Steam Pressing Equipment	180
Equipment		Landfill Equipment	240

Asset Type Mobile Homes

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Buildings	1260	Mobile Homes & House Trailers	240

Asset Type Office Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Office Equip	Office Equipment	180
Equipment	Office Equip	Paper Handling & Mailing Equipment	180
Equipment	Office Equip	Mailer	60
Equipment	Office Equip	Cash Registers	180
Equipment	Office Equip	Dictation & Transcription Equipment	180
Equipment	Office Equip	Stencil & Lettering Machines	120
Equipment	Office Equip	Copy & Duplicating Machines	120
Equipment	Office Equip	Office Furniture	180
Equipment	Office Equip	Counters, Shelving & Racks	300
Equipment	Office Equip	Cabinets & File Drawers	180
Equipment	Office Equip	Chairs & Seating Systems	180

Asset Type Printing and Duplicating Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Printing Equipment	120
Equipment		Photographic Equipment	120
Equipment		Cameras & Image Recorders	120
Equipment		Film Developing & Processing Equip	180
Equipment		Microfilm/Microfiche Equipment	180

Asset Type Surveying & Mapping Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Mapping Equipment	120
Equipment		Surveying Instruments & Tools	180

Asset Type Land

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Land		Land (includes easements)	0
Land		Trails – Unpaved	0

Asset Type Buildings

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Buildings		Buildings/Park/Wells	600
Buildings		Material Recovery Facility Structure	240
Buildings		Sheds	120

Asset Type Construction in Progress

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Construction in Progress	9999	Construction In Progress	0

Asset Type Water Structures

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Infrastructure		Water Collection	480
Infrastructure		Filtration	600

Asset Type Wastewater Structures

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Infrastructure		Miscellaneous	480
Infrastructure		Primary Treatment	480
Infrastructure		Secondary Treatment	480
Infrastructure		Tertiary Treatment	480
Infrastructure		Grit Removal	480
Infrastructure		Sedimentation	480
Infrastructure		Sludge Treatment	480
Infrastructure		Sludge Digestion	480
Infrastructure		Sludge Dewatering /Disposal	480
Infrastructure		Disinfection	360
Infrastructure		Power Generation	480
Infrastructure		Sewer Pipelines & Interceptors	600
Infrastructure		Pump Stations	480
Infrastructure		Effluent Disposal	480
Infrastructure		Laboratory Testing	480

Asset Type Wastewater Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Miscellaneous	240
Equipment		Primary Treatment	240
Equipment		Secondary Treatment	240
Equipment		Tertiary Treatment	240
Equipment		Grit Removal	240
Equipment		Aeration	240
Equipment		Sludge Treatment	240
Equipment		Sludge Digestion	240
Equipment		Sludge Dewatering /Disposal	240
Equipment		Disinfection	180
Equipment		Power Generation	240
Equipment		Sewer Pipelines & Interceptors	240
Equipment		Pump Stations	240
Equipment		Effluent Disposal	240
Equipment		Air Scrubbers	240
Equipment		Laboratory Testing	240
Equipment		Filtrations	240

Asset Type Infrastructure

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Infrastructure		Bridges	600
Infrastructure		Beacons	120
Infrastructure		Fire Hydrants	780
Infrastructure		Sewer/Water Lines (prior to 6/10/09)	780
Infrastructure		Runway	180
Infrastructure		Roads - Asphalt	180
Infrastructure		Signals	120
Infrastructure		Tunnels	720
Infrastructure		Gas Lines	300
Infrastructure		Signs	120
Infrastructure		Trails – Paved	180
Infrastructure		Parking Lots - Asphalt	180
Infrastructure		Parking Lots - Concrete	420
Infrastructure		Sewer/Water Lines – Concrete	600
Infrastructure		Sewer/Water Lines – Metal	480
Infrastructure		Sewer/Water Lines – Plastic	300

Asset Type Communication Structures

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Buildings		Antenna Towers	120
	Asset Type	Infrastructure – Non Depreciable	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Infrastructure		Radio Frequencies	0
	Asset Type	Land Improvements	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Land Improvements		Earthen Dam	480
Land Improvements		Drainage Systems	480
Land Improvements		Parking Lots – Asphalt	180
Land Improvements		Fencing Systems	240
	Asset Type	Intangible Assets	
<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Intangible		Software	60

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: CONTRACTING PROCESS	Policy Number: L-1	Page Number: Page 1 of 2
	Date Approved:	August 15, 2023 (R23-)
	Revisions:	

POLICY

Contract procedures and the linked reference documents are meant to provide guidance and some procedures in purchasing and contracting. County employees shall follow the rules as laid out in the Mono County Code, applicable law, and the guidance set forward in this policy and linked documents.

See also the Contract Center at: <https://countyofmono1.sharepoint.com/SitePages/Contract-Center.aspx>

1. CONTRACT PROCEDURES

A. Department staff does one of the following (#1 or #2 preferred)

- i. Download and complete contract template from County Contract Center (<https://countyofmono1.sharepoint.com/SitePages/Contract-Center.aspx>) by inserting information (see page 2) into template fields according to contract service details; or
- ii. Provide County Counsel with relevant information (contractor name/address, contract term, price, description, etc.). County Counsel will draft original contract depending on request (e.g., MOU, Lease, License);
or
- iii. Receives proposed contract from contractor/vendor

B. Department staff uploads draft contract (in Word format) to County Counsel Project Request system (<https://countyofmono1.sharepoint.com/CountyCounsel/SitePages/My-Project-Requests.aspx>) with insurance certificates. List Risk Manager as an “other authorized user” and the Information Technology Director if the contract involves software or technology license to purchase.

2. CONTRACT REVIEW

- A. County Counsel, Risk Management (and IT if a software or technology contract) review, modify if needed, and advise staff person at originating department when contract ready for further distribution.

- B. Department staff emails contract to contractor/vendor for review.
- C. Contractor/vendor reviews and advises department staff if the contract is satisfactory, or if changes are requested. If changes are requested, department staff notifies County Counsel (also Risk Management if insurance is involved and IT if related to software or technology)
- D. Department staff, contractor and County Counsel (if legal issue) and Risk Manager (if insurance issue) or IT (if technology issue) negotiate final language and produce a version for approval.

3. CONTRACT APPROVAL

- A. For contracts **not** requiring Board approval, department staff routes contract through Adobe Sign for signatures in the following order;
 - i. County Counsel and Risk Manager (in either order)
 - ii. Contractor/Vendor
 - iii. Approval Authority for County (may be Department Head or CAO depending on type of contract and contract limit amount)
- B. For all other contracts, department staff uploads to Novus for Board approval.
- C. For contract purchasing rules, approval thresholds, and the Short Form Contract Policy (formerly PO Policy), please refer to the following;
 - i. County Contract Center
<https://countyofmono1.sharepoint.com/SitePages/Contract-Center.aspx>
 - ii. Short-Form Contract Policy (see Policy L-2 in this Manual)

4. FINAL PROCESSING

- A. Department staff uploads fully executed contract to Innoprise (expense contracts) or Laserfiche (revenue contracts) and provides copy to the following;
 - i. Contractor/vendor
 - ii. Board Clerk for indexing
 - iii. Department of Finance, Attn: Auditor-Controller
- B. Department maintains a fully-executed copy for its files and enters key contract data (e.g., parties, expiration date, contract limit) into its contract management/tracking system.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: SHORT FORM CONTRACTING POLICY	Policy Number: L-2	Page Number: Page 1 of 3
	Date Approved: July 20, 2023	
	Revisions:	

BACKGROUND

Mono County’s purchasing ordinance (Mono County Code Chapter 3.04) allows the County Administrative Officer (CAO) to determine the appropriate level of documentation when purchasing goods or contracting for services.

Pursuant to Chapter 3.04, the CAO has established the following rules for determining when the County’s short-form contract (formerly called Purchase Order or “PO”) may be used and when a full contract is required.

Please refer to the **Contract Center** on the County’s Intranet site [here](#) for further information.

POLICY

1. PURCHASE OF GOODS ONLY

- A. Under \$10,000 – the purchase may be made directly by the Department Head, as an assistant purchasing agent, based on the invoice from the vendor. Ideally these purchases would be made using a CalCard.
- B. Between \$10,000 and the CAO purchasing limit – use the County’s short-form contract, or a vendor-provided contract reviewed and approved by County Counsel and Risk Management, accompanied by the vendor quote (if any). The short-form contract or reviewed-vendor contract may be approved and signed by the department head if \$25,000 or less, or by the CAO* if between \$25,000 and the CAO purchasing limit. The vendor then submits an invoice for payment.
- C. Over CAO purchasing limit – use the County’s standard short-form contract, or a vendor-provided contract reviewed by County Counsel and Risk Management, accompanied by the vendor quote. The short-form contract or reviewed vendor-provided contract and attached quote must be approved and signed by the Board of Supervisors or another signatory as delegated by the Board. The vendor then submits an invoice for payment.

2. PURCHASE OF SERVICES ONLY

- A. Under \$10,000 -- use the County’s standard short-form contract, or a vendor-provided contract reviewed and approved by County Counsel and Risk Management, accompanied by the vendor quote (if any). The short-form contract or reviewed vendor-provided contract may be approved by the department head as an assistant purchasing agent. The vendor then submits an invoice for payment.
 - i. Exception: in instances where there is an immediate, in-the-field need to contract for services under \$10,000 and it is difficult or impossible to process paperwork (e.g., Sheriff requires towing services following an accident) the purchase may be made on a CalCard without a contract.

- B. Between \$10,000 and the CAO purchasing limit – ***a standard contract, or vendor-provided contract is required.*** The contract is reviewed and approved by County Counsel and Risk Management and approved and signed by the department head if \$25,000 or less, or by the CAO* if between \$25,000 and the CAO purchasing limit.
- C. Over CAO purchasing limit -- ***a standard contract or vendor-provided contract is required.*** The contract is reviewed and approved by County Counsel and Risk Management, approved by the Board of Supervisors and executed by the Board Chair or another signatory as delegated by the Board.

3. HYBRID PURCHASES (BOTH SERVICES AND GOODS)

- A. Up to \$10,000 in services -- use the County's standard short-form contract, or a vendor-provided contract reviewed and approved by County Counsel and Risk Management, accompanied by the vendor quote (if any). The short-form contract or reviewed vendor-provided contract may be approved and signed by the department head. The vendor then submits an invoice for payment.
 - i. Exception: in instances where there is an immediate, in-the-field need to contract for both goods and services (and the amount of the services is under \$10,000) and it is difficult or impossible to process paperwork (e.g., Sheriff requires towing services and the purchase of a tire following an accident) the purchase may be made on a County Credit card without a contract.
- B. Between \$10,000 in services and the CAO purchasing limit – ***a standard contract or vendor-provided contract is required.*** The contract is reviewed by County Counsel and Risk Management and approved and signed by the Department Head if \$25,000 or less, or by the CAO if between \$25,000 and the CAO purchasing limit.
- C. Over CAO purchasing limit in services -- ***a standard contract or vendor-provided contract is required.*** The contract is reviewed by County Counsel and Risk Management, approved by the Board of Supervisors and executed by the Board Chair or another person as delegated by the Board.

4. ADDITIONAL RULES

- A. Staff must work with any other involved department when procuring services (e.g., if your department requires remodeling or maintenance you must coordinate with Public Works; if you are seeking computer repairs, coordinate with IT).
- B. If, in any instance, the CAO determines in his or her discretion that additional review, or a different contract process, is required he or she shall notify the staff person responsible for the purchase and direct that the purchase be processed accordingly.
- C. The use of a short-form contract for the following types of services is generally appropriate:
 - i. Repair and maintenance services performed off County property (e.g., vehicle repairs)
 - ii. Simple/minor repairs and services such as:
 1. Locksmith
 2. Vehicle glass repair and replacement
 3. Pest control
 4. Telephones
 5. Fire extinguishers
 6. Tire repair
 7. Appliance repair
 8. Floor and carpet cleaning

9. Translation services

- D. In the absence of the CAO, the Finance Director is authorized to approve and sign contracts. In the absence of both the CAO and Finance Director, the Assistant CAO is authorized to approve and sign.
- E. If the department is requesting the Board to delegate signature authority to someone other than the Board Chair, only the individual holding the delegated position can sign the contract. Requests for Board delegation shall not include “or designee” language.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Public Works

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Paul Roten, Public Works Director

SUBJECT Update on Emergency Repair Benton Crossing Road and Northshore Drive

AGENDA DESCRIPTION:

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

Update on emergency road repairs on Benton Crossing Road and June Lake's Northshore Drive.

RECOMMENDED ACTION:

1. Review the emergency action and find that there is a need to continue the repair of Benton Crossing Road and Northshore Drive to make those roads safe for travel before winter snows. 2. Authorize the Public Works Director to continue procuring the necessary equipment, services, and supplies to continue emergency repairs on Benton Crossing Road and Northshore Drive, without giving notice for bids to let contracts. (4/5 vote is required.)

FISCAL IMPACT:

The project will be funded with Federal Emergency Management Agency. (FEMA) and California Governor's Office of Emergency Services (CALOES) assistance.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760-709-0427 / proten@mono.ca.gov

SEND COPIES TO:

Susan Peters - speters@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time	Who	Approval
8/9/2023 2:59 PM	County Counsel	Yes

8/7/2023 10:43 AM

Finance

Yes

8/10/2023 7:19 AM

County Administrative Office

Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Director of Public Works and Chad Senior, Associate Engineer
Re: **UPDATE** - Emergency Road Repairs on Benton Crossing Road and Northshore Drive

Background and Identified Emergency

Mono County proclaimed and ratified two emergency declarations due to the 2022/2023 Severe Winter Storms January and March 2023. Both emergency declarations are on-going at this time and will continue until terminated by the Board of Supervisors.

The 2022/2023 winter precipitation caused flooding, debris flows, scouring of road shoulders, saturation of pavement subgrades, all of which necessitated increased heavy equipment movement on Mono County's paved roads, causing failure of previously sound asphalt on many roads county-wide. This damage on Benton Crossing Road and Northshore Drive must be repaired prior to the upcoming winter season. Temporary measures will not be sustainable with required snow removal.

Per Resolution R23-062, the Board made findings, based on the evidence provided, that emergency conditions exist on Benton Crossing Road and Northshore Drive which require immediate repair and cannot be delayed by the time required for a competitive bidding process, so can be performed without solicitation per Public Contract Code section 22050. Further the board authorized the Director of the Department of Public Works to solicit informal quotes and to enter a sole source contract or contracts, approved as to form by County Counsel to complete the work.

Update

In this update Public Works asks the board by a minimum of a 4/5 vote to:

1. Receive this update on the status of repairs as presented.
2. Review the emergency action and find that there is a need to continue the repair of Benton Crossing Road and Northshore Drive to make those roads safe for travel before winter snows.
3. Authorize the Public Works Director to continue procuring the necessary equipment, services, and supplies to continue emergency repairs on Benton Crossing Road and Northshore Drive, without giving notice for bids to let contracts. (4/5 vote is required.)

Please contact me at (760) 924-1812 or by email at cseior@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Chad Senior

Associate Engineer



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Public Works

TIME REQUIRED 5 minutes

SUBJECT Approve Contract Change Orders for Mono County Jail HazMat Removal and Monitoring Contracts

PERSONS APPEARING BEFORE THE BOARD

Paul Roten, Public Works Director or Kalen Dodd, Engineer

AGENDA DESCRIPTION:

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

Authorize change order for Hazardous Material Removal and Monitoring contracts.

RECOMMENDED ACTION:

1. Ratify the Work Orders approved by the Public Works Director to increase the Hazardous Materials Abatement Services contract for an amount up to \$160,000 (4/5ths vote). 2. Find that competitive bidding would be unavailing or would not produce advantage.

FISCAL IMPACT:

The cost of all change orders is anticipated to total approximately \$180,000. This will bring the total cost of the Hazmat abatement effort to \$403,000, which is below the initially approved amount of \$600,000. This work is funded with the Mono County's Criminal Justice Facility Capital Projects Fund.

CONTACT NAME: Paul Roten or Kalen Dodd

PHONE/EMAIL: 7607090427 / proten@mono.ca.gov

SEND COPIES TO:

kdodd@mono.ca.gov speters@mono.ca.gov
proten@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report - Change Order
<input type="checkbox"/> Abatement contract change order #1
<input type="checkbox"/> Estimate for abatement contract change order #2

History**Time**

8/3/2023 1:53 PM

8/9/2023 10:16 AM

8/10/2023 7:18 AM

Who

County Counsel

Finance

County Administrative Office

Approval

Yes

Yes

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: August 15th, 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Kalen Dodd, County Engineer

Re: Authorization to approve Contract Change orders in excess of statutory limits for the Hospital Hazmat Abatement project, in support of the Mono County Jail Project

Background:

With Senate Bill (SB) 844, Mono County was awarded a \$25,000,000 grant to assist in replacing the Mono County Jail in Bridgeport. The Board selected the option to construct a new facility at the Old Hospital site in February 2017. To prepare for the Jail Construction, the existing Hospital must be demolished. The first step in the demolition process of the old hospital is to have a specialty contractor remove hazardous materials. This effort must be overseen by a professional on behalf of the County. This specialty work is currently ongoing, clearing the way to demolish the remainder of the hospital and prepare the site for the upcoming jail project.

Discussion:

The Hazardous Materials Abatement project was initially estimated to cost \$600,000, including both Abatement and Monitoring Services. The Hazardous Materials Abatement Services contract was awarded to the lower bidder, Resource Environmental, Inc. of Cerritos, CA for \$190,000.

Original Scope of Work

The original scope of work was completed in conformance to the Hazardous Building Materials Abatement Specifications Report (Report) prepared June 3rd, 2021.

Change Order Number 1

Asbestos insulation was discovered that was not included in the original report or contract. This additional work requires a change order for \$41,201.29.

Change Order Number 2

Upon completion of that work, sprayed-on asbestos fireproofing was discovered around columns previously concealed within walls. This also requires a change order. The estimate for this work is \$119,158.23. Staff anticipates that this will be a lower amount when invoiced.

Summary:

Only after removal of the materials identified in the Report was it possible to find the additional hazardous materials that then required change orders. Competitively bidding the increased work will introduce additional mobilization and demobilization costs to the project, and substantially delay the

project. All additional work is done on an hourly rate, at prevailing wage rates. It is unlikely that competitive bidding could provide substantial savings.

The additional work requires increases to the Hazardous Materials Abatement Services contract which are anticipated to be \$160,000 or less. The increase to the Abatement contract is above the limits imposed by the Public Contracting Code and requires a 4/5th vote of the Board finding that competitive bidding will be unavailing or will not produce advantage.

Please contact me at 932-5452 if you have any questions regarding this item.

Respectfully submitted,



Kalen Dodd, County Engineer

CONTRACT CHANGE ORDER NO. 1

Mono County Department of Public Works

Project Name: Hospital Hazmat Abatement Contractor: Resource Environmental, Inc.

Current Contract Amount: \$190,000.00 New Amount: \$231,201.29

Change(s) Requested By: Mono County Project No.: 9646-1

Description: Unforeseen Asbestos Removal


Item No.	Item	Quantity		Quantity Adjustment		Unit Price	INCREASE	DECREASE
		Contract	Final	Qty	Units			
1	4 days extra t&m work, ancillary costs, per attached	0	1	1	EA	\$ 41,201.29	\$ 41,201.29	


Increase	Decrease
\$ 41,201.29	\$ 0.00

Net Cost Change: **\$ 41,201.29**
 New Contract Total: **\$ 231,201.29**

By reason of this Order, the time for project completion shall be increased: 6 days.


COUNTY APPROVAL

Recommended by:  Name / Title: County Engineer
 Signature Date

Approved by:  Name / Title: Public Works Director
 Signature Date

CONTRACTOR ACCEPTANCE

Contractor has given careful consideration to the change(s) proposed herein and hereby agrees to provide all labor, equipment, materials, permits, transportation, and all items necessary to perform the services required for the work described above, and will accept as full compensation therefor the prices identified above. Further, Contractor understands and agrees that all such work is subject to and governed by the contract concerning this project; as just used, the term "contract" has the meaning given to it in the Special Provisions of the Project Manual for the above-referenced project.

Accepted by:  Name / Title: Cynthia Skiff, President
 Signature Date

RESOURCE

PROJECT MEMORANDUM

Date <u>6/29/2023</u>	Project Name <u>Bridgeport Hospital</u> Project No. <u>RE 22-139</u> Address: _____ City _____ CA Zip _____ Email: <u>kdodd@mono.ca.gov</u>
To <u>Kalen Dodd</u> Company <u>County of Mono</u>	Email: _____
From <u>Benjamin Serrano</u> Company <u>Resource Env</u>	Email: <u>benjamin@resource-env.com</u>
Subject: <u>Request for Change to contract</u>	Change Order No. <u>1</u>

Description of Change

RFC #1--Unforeseen Asbestos

Appx 300 3" TSI elbows and appx 25 LF of 3" hard-pack TSI pipe run (at laundry room).

Also, Resource anticipates appx 100 FT of non-haz HVAC ducting and appx 1,200 SF of non-haz DryWall ceiling to demo in order to access TSI Elbows.

Change Order Cost Breakdown

Description	Man-Power	Hours	Days	Rate	Amount
Foreman	1	10	4	\$85.44	\$3,417.48
Laborer	6	10	4	\$85.44	\$20,504.89
Other Charges		Unit	Quantity	Rate	Amount
Asbestos Disposal 40Yd Containers		1	1	\$2,846.25	\$2,846.25
Materials		7	4	\$120.00	\$3,360.00
Equipment		1	4	\$200.00	\$800.00
Subsistence for 4 days		1	1	\$2,964.64	\$2,964.64
Per-diem for 4 days		7	4	\$30.00	\$840.00
Generator		1	1	\$1,093.95	\$1,093.95
Subcontractor Work					
					\$0.00
					\$0.00
Change Order Subtotal					\$35,827.21
				Overhead and Profit 15%	\$5,374.08
Subcontractor Subtotal					\$0.00
				Subcontractor Mark-Up 5%	\$0.00
Total for this Change Order					\$41,201.29
Previous Change Orders					
Original Contract					
Revised Contract					\$41,201.29
Change to Contract Schedule--Additional Days					

All terms and conditions of the original contract still apply.

Approved/Accepted

Signature _____	Name/Title _____	Date _____
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RESOURCE

Extra Work / Time & Material Record

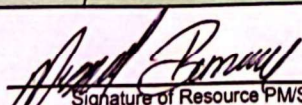
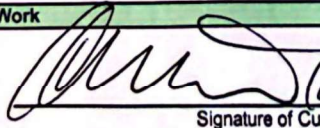
Job Name BRIDGEPORT HOSPITAL	Job Number 22-139
Resource Project Manager/Superintendent/Foreman MIGUEL BARRERA	Date of Work 5/8/23
Customer Representative	Title

Description of Work
 RESOURCE CREW HAS DEMO NW/CEILING DOWN TO LOBBY AREA TO EXPOSED T&I ELBOWS FOLLOWED BY CLEANING BIG DEBRIS THEN SET UP ALL GLOVE BAGS TO CUT AND REMOVED 98 T&I ELBOWS / AFTER REMOVAL BAGGING OUT & LOADING ALL BAG IN TO ASB-BIN PREVIOUSLY PREPARED W/ TWO LAYERS OF 6 MIL POLY; THEN VACCUUM N/W HALL

Resource Work Crew							
Employee #	Employee Name	Title	Regular Hours	Overtime Hours	Premium Hours	Total Hours	
9481	MIGUEL BARRERA	FOREMAN	8	2	0	10	
2	JACCO SALDANA	LEADMAN	8	2	0	10	
4906	NATHAN SERRANO	LABOR	8	2	0	10	
8983	SAMUEL GARCIA	LABOR	8	2	0	10	
0912	ANTONIO GUTIERREZ	LABOR	8	2	0	10	
1682	FERNANDO RAMIREZ	LABOR	8	2	0	10	
6471	PEDRO GUTIERREZ	LABOR	8	2	0	10	

Rental Equipment, Materials, Disposal, Other
 40 YARD BW/25 GENERATOR / ONE ROLL OF GLOVE BAGS / ONE ROLL OF 6 MIL POLY / ONE ROLL OF #9 BAGS / 6 TAPES / 2 SPRAY GLUES / 2 VACCUUM BAGS / 14 TYNEX SUTS / 8 PAIRS OF P100 FILTERS / 12 NEGATIVE FILTERS / 13 OF CLEANING RAGS / 1/2 OF SHOWER TOWELS / 8 PAIR OF GLASSES / 8 PAIR OF GLOVES / 1/3 OF ASB TAPE

Acceptance of Work

 Signature of Resource PM/Superintendent/Foreman	 Signature of Customer
--	---

GROUP DELTA CONSULTANTS

RESOURCE

Extra Work / Time & Material Record

Job Name BRIDGPORT HOSPITAL	Job Number 22-139
Resource Project Manager/Superintendent/Foreman MIGUEL BARRERA	Date of Work 5/9/23
Name of Customer	



Resource Crew Has Demo Drywall Ceiling from Lobby Area Down to East Side

CONTINUE EXPOSING TSI/ELBOWS/BAGGING & LOADING OUT ALL DEBRIS INTO ASB BIN/THEN SET UP GLOVE BAGS TO REMOVED 79 TSI ELBOWS AND 36 LF OF 3" TSI PIPES/AFTER REMOVAL WE TOOK TIME TO DOUBLE BAGGED TSI MATERIAL AND AGAIN LOADING OUT IN TO ASB BIN/AFTER THAT WE PROCEED TO CLEAN UP USING HEPA VACUUMS; IN N/E HALL

Resource Work Crew						
Employee #	Employee Name	Title	Regular Hours	Overtime Hours	Premium Hours	Total Hours
7481	MIGUEL BARRERA	FOLLOWMAN	8	2	0	10
2896	JALOB SALDANA	LEADMAN	8	2	0	10
4900	NATHAN SERANO	LABOR	8	2	0	10
6471	PEDRO GUTIERREZ	LABOR	8	2	0	10
0912	ANTONIO GUTIERREZ	LABOR	8	2	0	10
1682	FERNANDO RAMIREZ	LABOR	8	2	0	10
8983	SAMUEL GARCIA	LABOR	8	2	0	10

Rental Equipment, Materials, Disposal, Other
 GENERATOR/40 YARDS BIN/ONE ROLL OF GLOVE BAGS/1/2 OF ROLL OF #9 BAGS/5 TAPES/
 8 PAIRS OF P100 FILTERS/16 TYVEX SUITS/8 PAIRS OF GLOVES/ONE ROLL OF GLOVE BAGS/
 2 VACUUM BAGS/1/3 OF CLEANING RAGS

Acceptance of Work

 Signature of Resource PM/Superintendent/Foreman	 Signature of Customer
--	---

GROUP DECTA CONSULTANTS

RESOURCE

Extra Work / Time & Material Record

Job Name <i>Bridport Hospita</i>	Job Number <i>22-139</i>
Resource Project Manager/Superintendent/Foreman <i>Miguel Brainerd</i>	Date of Work <i>5/10/23</i>

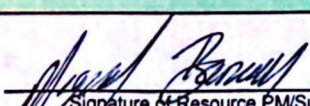

Resource Crew has DEMO APPROX 100 LF OF 4" DIAMETER AC DUCT PLUS ANOTHER 100 LF OF 2" DIAMETER OF AC DUCTS / TO EXPOSED TSI ELBOWS / THEN WE CONTINUE PREPPING -

GLOVE BAGS TO REMOVED BS TSI ELBOWS FROM THE SOUTH HALL - LIVE BEFORE AFTER TSI REMOVAL WE DOUBLE BAGGED ALL ACM MATERIAL AND LOADED IT OUT INTO ASB BIN - FOLLOWED BY CLEANING PROCEDURES; WET WIPE ALL THE POLY THEN HEPA VACCUUM ALL SOUTH HALL INCLUDING SOUTH UNITS & RESTROOMS

Resource Work Crew						
Employee #	Employee Name	Title	Regular Hours	Overtime Hours	Premium Hours	Total Hours
9481	MIGUEL BRAINERD	FOREMAN	8	2	0	10
2896	JACOBO SALDANA	LEADMAN	8	2	0	10
8983	SAMUEL GARCIA	LABOR	8	2	0	10
1682	FERNANDO TAMBOREZ	LABOR	8	2	0	10
4900	NATHAN SERRANO	LABOR	8	2	0	10
6471	PEDRO GUTIERREZ	LABOR	8	2	0	10
0912	ANTONIO GUTIERREZ	LABOR	8	2	0	10

Rental Equipment, Materials, Disposal, Other
 ONE ROLL OF GLOVE BAGS / 25 GENERATOR / 40 YARDS BIN / 1/2 ROLL OF #9 BAGS / 4 TAPES
 8 PAIRS OF P100 FILTERS / 8 PAIRS OF GLOVES / 2 VACCUUM BAGS / 1/3 OF CLEANING RAGS

Acceptance of Work

 Signature of Resource PM/Superintendent/Foreman	 CHRIS LEMSTER GROUP DELTA CONSULTANTS Signature of Customer
--	---

RESOURCE

Extra Work / Time & Material Record

Job Name Bridgport Hospital	Job Number 22-139
Resource Project Manager/Superintendent/Foreman MIGUEL BARRERA	Date of Work 5/11/23

Name of Customer
RESERVANCE CREW HAS DEMO 10 SQ FT OF CEILING DRYWALL IN N/E CENTER CORRIDOR

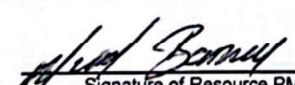
Customer Representative
TO HAVE ACCESS TO THE ATTIC ON TOP OF SHERIFF'S SHOWERS AREA/WE FOUND(S)

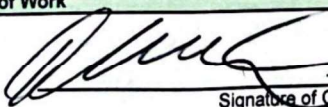
Description of Work
ELBOWS - INCLUDING 10 MORE TSI ELBOWS AND 20 LB OF 3" PIPE LOCATED IN LAUNDRY ROOM AFTER EXPOSING ALL, WE PROCEED TO WRAPPED EM USING GOMIL POLY AND TAPE/CUT EM BAGGED EM AND LOADED EM INTO ASBESTOS BIN - AFTER REMOVAL WE CONTINUE WITH CLEANING PROCEDURES/WET WIRE ALL POLY THEN HEPA VACUUM CORRIDOR FLOOR & UNITS

Resource Work Crew						
Employee #	Employee Name	Title	Regular Hours	Overtime Hours	Premium Hours	Total Hours
9481	MIGUEL BARRERA	FOREMAN	8	2	0	10
2896	JACOBO SALDANA	LEAD MAN	8	2	0	10
8983	SAMUEL GIMUN	LABOR	8	2	0	10
1682	FERNANDO RAMIREZ	LABOR	8	2	0	10
4900	NATHAN SERIANO	LABOR	8	2	0	10
6471	PEORO GUTIERREZ	LABOR	8	2	0	10
0918	ANTONI GUTIERREZ	LABOR	8	2	0	10

Rental Equipment, Materials, Disposal, Other
ONE ROLL OF GOMIL POLY / 4 SPRAY GLUES / 6 TAPE / 8 PAIR OF GLOVES / 8 PAIR OF P100-FILTERS / TWO BOXES OF TYVEK SUITS / 1/3 OF CLEANING RAGS / 2 CASES OF DRINKING WATER / 25 GENERATOR - 40 YARDS BIN

Acceptance of Work

 Signature of Resource PM/Superintendent/Foreman

 **CHRIS LEMASTER**
- GROUP DELTA CONSULTANTS
Signature of Customer

Accounts Payable Tag

Company ID# EC01		Vendor Name (if no ID#)	
Invoice # 105846	Amount \$2,846.25	Invoice Date 5/23/23	
PO # ---	Date Received 5/16/23	Due Date 6/22/23	
Resource Job # 22-139	Job Name Bridgeport Hospital		
Buyer EE.		Project Manager BS	

Organizational Unit

<input type="checkbox"/> Project--Demolition	Demolition Project Expenses--Materials, Equipment Rentals, etc. Approval Channel: Buyer - PM - Rick S - Nestor - Sloan
<input checked="" type="checkbox"/> Project--Abatement	Abatement Project Expenses--Materials, Equipment Rentals, etc. Approval Channel: Buyer - PM - Nestor - Sloan
<input type="checkbox"/> G&A--Assets	G&A Asset Expenses--Equipment/Vehicle Financing, etc. Approval Channel: Buyer - Sloan
<input type="checkbox"/> G&A--Project"	G&A Project Expenses--Gas Cards, Mobile Phones, etc. Approval Channel: Buyer - Nestor - Sloan
<input type="checkbox"/> G&A--Office	G&A Office Expenses--Utilities, Office Supplies, etc. Approval Channel: Buyer - Leticia - Sloan
<input type="checkbox"/> G&A--Warehouse	G&A Warehouse Expenses--Materials, Equipment, etc. Approval Channel: Buyer - Nestor - Sloan

CODING--Project Expense Item

<input type="checkbox"/> #110--Materials	Notes
<input type="checkbox"/> #115--Fuel	
<input checked="" type="checkbox"/> #120--Disposal	
<input type="checkbox"/> #125--Trucking	
<input type="checkbox"/> #130--Rental Equipment	
<input type="checkbox"/> #135--Resource Equipment	
<input type="checkbox"/> #140--Subcontractor	
<input type="checkbox"/> #145--Notifications & Permits	
<input type="checkbox"/> #150--Bonding & Insurance	
<input type="checkbox"/> #155--Customer Relations	
<input type="checkbox"/> #240--Per Diem & Hotel	

CODING--G&A Expense Account

	QuickBooks Accounting Code (Code # and Name)
	Description

Notes

Date Paid	Check #
-----------	---------



**ENVIRONMENTAL
CONTRACTORS
TRANSPORTATION,
INC.**

Invoice

DATE	INVOICE #
5/23/23	105846

BILL TO
RESOURCE ENVIRONMENTAL, INC. 13100 ALONDRA BLVD. SUITE 108 CERRITOS CA 90703

SITE ADDRESS
221 TWIN LAKES RD. BRIDGEPORT, CA.

P.O. NO.	TERMS	REP	JOB NO.
RE22-139	Net 30	EV	

DATE	DESCRIPTION	ITEMS	MANIFEST	TON/YARD	AMOUNT
5/15/23	PICKED UP 1-40 YD BIN	FRIABLE P/U	014255770FLE	2.87/TONS	2,450.00
	EPA PAPER MANIFEST COST: 1 @ \$25.00 PER MANIFEST	EPA PAPER ...			25.00
	15% RECOVERY FEE ON ALL ITEMS EXCEPT BOE TAX, RECOVERY FEE ON \$2,475.00.	RECOVERY F...			371.25
Thank you for your business.			Total		\$2,846.25



Service Order

168295

START: D: JORGE VALENCIA 1: 90 Stop: 1 Tru: 0

Customer: <u>RESOURCE ENVIRONMENTAL, INC.</u>	Date: <u>5-12-2023</u>
Site Location: <u>221 Twin Lakes Road</u> <u>Bridgeport</u>	P.O. #: <u>RE22-139</u>
	Job #: _____
	Requested by: _____
	Time: <u>6:00 AM</u>

Services to be performed: <u>P/UP 1-RT</u>	Service Date: <u>5-15-2023</u>
	Service Time: <u>9:00 am</u>
	Job Site Contact: <u>Rosalio</u>
	Contact Phone#: <u>(323) 612-9444</u>
	C.O.D. _____

Haz <input type="checkbox"/> Non Haz <input type="checkbox"/> Manifest supplied by: ECTI <input type="checkbox"/> Customer <input type="checkbox"/> Labels <input type="checkbox"/> Manifest # <u>714255770 FLE</u>
Landfill: _____ Manifest # _____

Left Yard	Arrived at Job Site	Departed Job Site	Arrived at Landfill	Departed Landfill	Arrived at Yard
<u>6:30 AM</u>	<u>8:30 AM</u>	<u>9:00 AM</u>			

Services Performed By Driver:	Container #'s	
<u>P/UP 1-RT</u>	Del/WTL #	#
	P/U # <u>254 RT</u>	#
	Relocate #	#

Comments: Delays, Overweight, Dry Run, Ect... 1- Manifest
Traffic

ENVIRONMENTAL CONTRACTORS TRANSPORTATION, INC. (ECTI) IS NOT RESPONSIBLE FOR DAMAGE CAUSED DURING DELIVERY PLACEMENT, PICKUP OR RELOCATING OF ANY CONTAINER ON THE JOB SITE:(I.E. SIDEWALK, DRIVEWAY, LAWN, PAVEMENT, UNDERGROUND UTILITIES). CUSTOMER IS RESPONSIBLE FOR DIRECTING APPROVED PLACEMENT OF CONTAINER(S) ON THE JOB SITE. Initial here: X

Container Inspection: You must wear your respirator anytime you go inside the box to clean or line it!

Bin Number: <u>254</u>	Bin Number: _____
Back	Front
Del's	P/U's
Do all doors, lids and binders work properly? _____	Is there graffiti on the container? _____
Is the inside of the container clean and free of holes? _____	Are there ECTI stickers on both sides? _____

Driver Signature: <u>[Signature]</u>	Truck# <u>90</u>	Trailer# _____
Customer Signature: _____	Print Name: <u>Jorge Valencia</u>	Print Name: _____

NOTE
FORWARD LANDFILL --
9999 S AUSTIN RD MANTECA, CA 95336

CUSTOMER
 889196
 E C T I
 ED VASQUEZ
 SAN BERNADINO, CA 92411
 Contract:42042128181
 Generator:ECTI/VARIOUS LOCATIONS

SITE	TICKET #	CELL
Y8	1748856	
WEIGHMASTER		
Kyra Marie B.		
DATE/TIME IN	DATE/TIME OUT	
5/18/23 8:44 am	5/18/23 9:05 am	
VEHICLE	CONTAINER	
ECTI 103		
REFERENCE		
BILL OF LADING 014255770FLE		

SCALE IN GROSS WEIGHT 58,000 NET TONS 2.87 INBOUND
 SCALE OUT TARE WEIGHT 52,260 NET WEIGHT 5,740 INVOICE

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	TAX	TOTAL
40.00	YD	Tracking QTY				
2.87	tn	SW-ASBESTOS-FRIABLE Origin:BRIDGEPORT 100%				
1.00		EPA MANIFEST FEE - PAPER MAILED IN				

BIN# 254

NET AMOUNT
TENDERED
CHANGE
CHECK#

The undersigned individual signing this document on behalf of Customer acknowledges that he or she has read and understands the terms and conditions on the reverse side and that he or she has the authority to sign this document on behalf of the customer.

RS-F042UPR2 (12-20)

SIGNATURE _____

Please print or type.

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number		2. Page 1 of		3. Emergency Response Phone		4. Manifest Tracking Number 014255770 FLE					
		5. Generator's Name and Mailing Address								Generator's Site Address (if different than mailing address)			
Generator's Phone:													
6. Transporter 1 Company Name								U.S. EPA ID Number					
7. Transporter 2 Company Name								U.S. EPA ID Number					
8. Designated Facility Name and Site Address								U.S. EPA ID Number					
Facility's Phone:													
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))						10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
								No.	Type				
	1.							1	CM	10			
	2.												
	3.												
4.													
14. Special Handling Instructions and Additional Information <i>Bin # 254</i> <i>8 TONS</i>													
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.													
Generator's/Offeror's Printed/Typed Name								Signature		Month	Day	Year	
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____													
17. Transporter Acknowledgment of Receipt of Materials													
Transporter 1 Printed/Typed Name								Signature		Month	Day	Year	
<i>JOHN J. WEAVER</i>								<i>[Signature]</i>		5	15	12	
Transporter 2 Printed/Typed Name								Signature		Month	Day	Year	
18. Discrepancy													
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection													
18b. Alternate Facility (or Generator) Manifest Reference Number: _____ U.S. EPA ID Number _____													
18c. Signature of Alternate Facility (or Generator) Month _____ Day _____ Year _____													
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)													
1. _____			2. _____			3. _____			4. _____				
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a													
Printed/Typed Name								Signature		Month	Day	Year	

From: [Best Western Hotels & Resorts](#)
To: [Martin Bolanos](#)
Subject: Reservation Confirmation
Date: Sunday, May 7, 2023 11:42:57 AM



We look forward to seeing you soon Martin Bolanos

Diamond Select Member: 6006637621494988

Confirmation Number: 805152390

Best Western Topaz Lake Inn



[3410 Sandy Bowers Avenue](#)
[Gardnerville, Nevada](#)
[89410-7081, United States](#)



Hotel
[\(775\) 266-4661](#)
Reservations
[855-564-2515](#)

Your Stay**

CHECK-IN 2:00 PM
Sunday 07 MAY 2023

CHECK-OUT 11:00 AM
Thursday 11 MAY 2023

HOTEL AMENITIES



Room 1

Room 1 King Bed
 Rate Rewards Member Flexible Rate
 Maximum Occupancy 1 Adult

Your Room May Include: Non-Smoking, Partial View, Microwave And Refrigerator, High Speed Internet Access, Full Breakfast

Reservation Amount	595.20
Other Taxes & Fees	77.36*
<hr style="border-top: 1px dashed black;"/>	
Total Stay	672.56 USD

Cancellation Policy

This reservation is non-refundable



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*Taxes and fees shown on this page are estimates based on information provided by the hotel. Additional charges may apply. For more details regarding the taxes and fees, please [Click here](#).

Please do not attempt to respond to this message. If you need to change or cancel your reservation you can do so within My Account, or call [855-564-2515](tel:855-564-2515) (United States and Canada) | [View Our Worldwide Reservation Numbers](#). Cancellation or change requests

From: [Best Western Hotels & Resorts](#)
To: [Martin Bolanos](#)
Subject: Reservation Confirmation
Date: Sunday, May 7, 2023 11:30:27 AM



We look forward to seeing you soon Martin Bolanos

Diamond Select Member: 6006637621494988

Confirmation Number: 723152191

Best Western Topaz Lake Inn



[3410 Sandy Bowers Avenue](#)
[Gardnerville, Nevada](#)
[89410-7081, United States](#)



Hotel
[\(775\) 266-4661](#)
Reservations
[855-564-2515](#)

Your Stay**

CHECK-IN 2:00 PM
Sunday 07 MAY 2023

CHECK-OUT 11:00 AM
Thursday 11 MAY 2023

HOTEL AMENITIES



Room 1

Room 2 Queen Beds
 Rate Rewards Member Multi Night Stay Promotion
 Maximum Occupancy 1 Adult

Your Room May Include: Non-Smoking, Partial View, Microwave And Refrigerator, High Speed Internet Access, Full Breakfast

Reservation Amount	642.40
Other Taxes & Fees	83.52*
<hr style="border-top: 1px dashed black;"/>	
Total Stay	725.92 USD

Cancellation Policy

This reservation is non-refundable



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Please do not attempt to respond to this message. If you need to change or cancel your reservation you can do so within My Account, or call [855-564-2515](tel:855-564-2515) (United States and Canada) | [View Our Worldwide Reservation Numbers](#). Cancellation or change requests

From: [Best Western Hotels & Resorts](#)
To: [Martin Bolanos](#)
Subject: Reservation Confirmation
Date: Sunday, May 7, 2023 11:32:16 AM



We look forward to seeing you soon Martin Bolanos

Diamond Select Member: 6006637621494988

Confirmation Number: 553152798

Best Western Topaz Lake Inn



[3410 Sandy Bowers Avenue](#)
[Gardnerville, Nevada](#)
[89410-7081, United States](#)



Hotel
[\(775\) 266-4661](#)
Reservations
[855-564-2515](#)

Your Stay**

CHECK-IN 2:00 PM
Sunday 07 MAY 2023

CHECK-OUT 11:00 AM
Thursday 11 MAY 2023

HOTEL AMENITIES



Room 1

Room Lake View | 2 Queen Beds
 Rate Rewards Member Multi Night Stay Promotion
 Maximum Occupancy 1 Adult

Your Room May Include: Non-Smoking, Lake View, Mountain View,
 Microwave And Refrigerator, High Speed Internet Access, Full
 Breakfast

Reservation Amount	679.20
Other Taxes & Fees	88.28*
<hr style="border-top: 1px dashed black;"/>	
Total Stay	767.48 USD

Cancellation Policy

This reservation is non-refundable



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Please do not attempt to respond to this message. If you need to change or cancel your reservation you can do so within My Account, or call **855-564-2515** (United States and

From: [Best Western Hotels & Resorts](#)
To: [Martin Bolanos](#)
Subject: Reservation Confirmation
Date: Sunday, May 7, 2023 11:33:40 AM



We look forward to seeing you soon Martin Bolanos

Diamond Select Member: 6006637621494988

Confirmation Number: 653152592

Best Western Topaz Lake Inn



[3410 Sandy Bowers Avenue](#)
[Gardnerville, Nevada](#)
[89410-7081, United States](#)



Hotel
[\(775\) 266-4661](#)
Reservations
[855-564-2515](#)

Your Stay**

CHECK-IN 2:00 PM
Sunday 07 MAY 2023

CHECK-OUT 11:00 AM
Thursday 11 MAY 2023

HOTEL AMENITIES



Room 1

Room Lake View | 2 Queen Beds
 Rate Rewards Member Flexible Rate
 Maximum Occupancy 1 Adult

Your Room May Include: Non-Smoking, Lake View, Mountain View,
 Microwave And Refrigerator, High Speed Internet Access, Full
 Breakfast

Reservation Amount	706.80
Other Taxes & Fees	91.88*
<hr style="border-top: 1px dashed black;"/>	
Total Stay	798.68 USD

Cancellation Policy

This reservation is non-refundable



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Please do not attempt to respond to this message. If you need to change or cancel your reservation you can do so within My Account, or call **855-564-2515** (United States and

Accounts Payable Tag

Company ID# <u>UN01</u>		Vendor Name (if no ID#)	
Invoice # <u>219006089-003</u>	Amount <u>\$1,093.95</u>	Invoice Date <u>05-10-23</u>	
PO #	Date Received <u>05-22-23</u>	Due Date <u>06-09-23</u>	
Resource Job # <u>22-139</u>	Job Name <u>MONO County Bridgeport</u>		
Buyer <u>Edwin</u>		Project Manager <u>BS</u>	

Organizational Unit

<input type="checkbox"/> Project--Demolition	Demolition Project Expenses--Materials, Equipment Rentals, etc. Approval Channel: Buyer - PM - Rick S - Nestor - Sloan
<input checked="" type="checkbox"/> Project--Abatement	Abatement Project Expenses--Materials, Equipment Rentals, etc. Approval Channel: Buyer - PM - Nestor - Sloan
<input type="checkbox"/> G&A--Assets	G&A Asset Expenses--Equipment/Vehicle Financing, etc. Approval Channel: Buyer - Sloan
<input type="checkbox"/> G&A--Project"	G&A Project Expenses--Gas Cards, Mobile Phones, etc. Approval Channel: Buyer - Nestor - Sloan
<input type="checkbox"/> G&A--Office	G&A Office Expenses--Utilities, Office Supplies, etc. Approval Channel: Buyer - Leticia - Sloan
<input type="checkbox"/> G&A--Warehouse	G&A Warehouse Expenses--Materials, Equipment, etc. Approval Channel: Buyer - Nestor - Sloan

CODING--Project Expense Item

<input type="checkbox"/> #110--Materials	Notes
<input type="checkbox"/> #115--Fuel	
<input type="checkbox"/> #120--Disposal	
<input type="checkbox"/> #125--Trucking	
<input checked="" type="checkbox"/> #130--Rental Equipment	
<input type="checkbox"/> #135--Resource Equipment	
<input type="checkbox"/> #140--Subcontractor	
<input type="checkbox"/> #145--Notifications & Permits	
<input type="checkbox"/> #150--Bonding & Insurance	
<input type="checkbox"/> #155--Customer Relations	
<input type="checkbox"/> #240--Per Diem & Hotel	

CODING--G&A Expense Account

	QuickBooks Accounting Code (Code # and Name)
	Description

Notes

Date Paid	Check #
-----------	---------



RENTAL RETURN INVOICE

219006089-003

BRANCH DIS
 1247 US HIGHWAY 395 N
 GARDNERVILLE NV 89410-5590
 775-782-6100
 775-783-8333 FAX

Job Site | JAIL
 221 TWIN LAKES RD
 BRIDGEPORT CA 93517
 Office: 562-468-7000 Cell: 562-972-6203

Customer # : 1028740
 Invoice Date : 05/10/23
 Rental Out : 05/01/23 10:00 AM
 Rental In : 05/10/23 12:00 PM
 UR Job Loc : BRIDGEPORT CA
 UR Job # : 155
 Customer Job ID:
 P.O. # : RE22-139
 Ordered By : EDWIN CERVANTES
 Reserved By : ROBERT BOSTON
 Salesperson : ROBERT BOSTON

Invoice Amount: \$1,093.95

Terms: Due Upon Receipt
 Payment options: Contact our credit office 212-333-6600 Ext. 84814
 REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
 P.O. BOX 051122
 LOS ANGELES CA 90074-1122

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	217827AH	GENERATOR 19-29 KVA Make: ALLMAND BR Model: MP-25 Serial: 21-000603 Meter out: 1794.90 Meter in: 1846.20		229.00	500.00	1,228.00	1,000.00

Rental Subtotal: 1,000.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 20.000	EACH	20.00
Sales/Misc Subtotal:				20.00
Agreement Subtotal:				1,020.00
Tax:				73.95
Total:				1,093.95

COMMENTS/NOTES:

CONTACT: MIGUEL BARRERA
 CELL#: 562-972-6203

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.












Hospital Hazmat Change order #1

Final Audit Report

2023-07-18

Created:	2023-07-18
By:	Kalen Dodd (kdodd@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsafueaJITfoaSDccERnA6ApZaASmTH_6

"Hospital Hazmat Change order #1" History

-  Document created by Kalen Dodd (kdodd@mono.ca.gov)
2023-07-18 - 5:51:38 PM GMT- IP address: 172.221.12.32
-  Document e-signed by Kalen Dodd (kdodd@mono.ca.gov)
Signature Date: 2023-07-18 - 5:55:48 PM GMT - Time Source: server- IP address: 172.221.12.32
-  Document emailed to benjamin@resource-env.com for signature
2023-07-18 - 5:55:50 PM GMT
-  Email viewed by benjamin@resource-env.com
2023-07-18 - 6:16:56 PM GMT- IP address: 104.28.85.110
-  Document signing delegated to Cynthia@resource-env.com by benjamin@resource-env.com
2023-07-18 - 6:19:04 PM GMT- IP address: 174.195.134.158
-  Document emailed to Cynthia@resource-env.com for signature
2023-07-18 - 6:19:04 PM GMT
-  Email viewed by Cynthia@resource-env.com
2023-07-18 - 7:30:14 PM GMT- IP address: 23.251.196.214
-  Signer Cynthia@resource-env.com entered name at signing as Cynthia Skiff
2023-07-18 - 7:31:37 PM GMT- IP address: 23.251.196.214
-  Document e-signed by Cynthia Skiff (Cynthia@resource-env.com)
Signature Date: 2023-07-18 - 7:31:41 PM GMT - Time Source: server- IP address: 23.251.196.214
-  Document emailed to Paul Roten (proten@mono.ca.gov) for signature
2023-07-18 - 7:31:42 PM GMT
-  Email viewed by Paul Roten (proten@mono.ca.gov)
2023-07-18 - 8:52:44 PM GMT- IP address: 162.252.88.212



Document e-signed by Paul Roten (proten@mono.ca.gov)

Signature Date: 2023-07-18 - 10:19:17 PM GMT - Time Source: server- IP address: 162.252.88.212



Agreement completed.

2023-07-18 - 10:19:17 PM GMT



Powered by
Adobe
Acrobat Sign

RESOURCE

ESTIMATED COST

Date 6/29/2023

Project Name Bridgeport Hospital

Project No. RE 22-139

Address: 221 Tewin Lakes Rd. Bridgeport CA 93517

To Kalen Dodd

Email: kdodd@mono.ca.gov

Company County of Mono

From Benjamin Serrano

Email: benjamin@resource-env.com

Company Resource Env

Subject: Request for Change to contract

Change Order No. 2

Description of Change

RFC#2--Fireproofing Abatement

Class 1 containment set-up ea column with 3-stage decontamination and shower.

Remove and double bag all asbestos waste for disposal into 40yard container with Haz-manifest.

Demo around Ea column for access to fireproofing and set-up.

pass each containment individually from any asbestos debris.

Change Order Cost Breakdown

Description	Man-Power	Hours	Days	Rate	Amount
Foreman	1	10	12	\$85.44	\$10,252.80
Laborer	6	10	12	\$85.44	\$61,516.80
Other Charges	Unit	Quantity	Rate	Amount	
Asbestos Disposal 40Yd Containers	1	1	\$2,846.25	\$2,846.25	
Materials	7	12	\$120.00	\$10,080.00	
Equipment	1	12	\$200.00	\$2,400.00	
Subsistence for 3 weeks	1	3	\$3,000.00	\$9,000.00	
Per-diem for 3 weeks	7	12	\$30.00	\$2,520.00	
Generator	1	3	\$1,100.00	\$3,300.00	
Fuel	10	12	\$6.00	\$720.00	
GBUAPCD Notification	1	1	\$980.00	\$980.00	
Subcontractor Work				\$0.00	

Change Order Subtotal \$103,615.85

Overhead and Profit 15% \$15,542.38

Subcontractor Subtotal \$0.00

Subcontractor Mark-Up 5% \$0.00

Total for this Change Order \$119,158.23

Previous Change Orders

Original Contract

Revised Contract \$119,158.23

Change to Contract Schedule--Additional Days 12

All terms and conditions of the original contract still apply.

Approved/Accepted

Signature _____

Name/Title _____

Date _____

Certificate of Analysis
PLM Asbestos Identification

tel - 714-607-5227
 free - 855-968-7522
 OCLab@patriotlab.com
 1041 S. Placentia Avenue, Fullerton, CA 92831



Group Delta
 370 Anapola Ave #212
 Torrance, CA 90501

Report Number: 973369
 Project Number: EN8287
 Project Name: Mono County Public Works
 Project Location: 221 Twinlakes Rd
 Bridgeport, CA

Date Collected: 5/23/2023
 Date Received: 5/24/2023
 Date Analyzed: 5/25/2023
 Date Reported: 5/25/2023

Collected By: C Lemaster
 Claim Number:
 PO Number:
 Number of Samples: 5

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
973369-001 MCJ-523-001	Random (Exposed) Columns	Blown - on Fireproofing	Gray	95% Non- Fibrous Material
Chrysotile	5 %			
Total Asbestos	5 %			
973369-002 MCJ-523-002	Random (Exposed) Columns	Blown - on Fireproofing	Gray	95% Non- Fibrous Material
Chrysotile	5 %			
Total Asbestos	5 %			
973369-003 MCJ-523-003	Random (Exposed) Columns	Blown - on Fireproofing	Gray	95% Non- Fibrous Material
Chrysotile	5 %			
Total Asbestos	5 %			
973369-004 MCJ-523-004	Random (Exposed) Columns	Blown - on Fireproofing	Gray	95% Non- Fibrous Material
Chrysotile	5 %			
Total Asbestos	5 %			

Certificate of Analysis
PLM Asbestos Identification

tel - 714-607-5227
 free - 855-968-7522
 OCLab@patriotlab.com
 1041 S. Placentia Avenue, Fullerton, CA 92831



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 Date Analyzed: 5/25/2023
 Date Reported: 5/25/2023

Collected By: C Lemaster
 Claim Number:
 PO Number:
 Number of Samples: 5

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
973369-005 MCJ-523-005	Random (Exposed) Columns	Blown - on Fireproofing	Gray	95% Non- Fibrous Material
Chrysotile	5 %			
Total Asbestos	5 %			

Jose Quinones - Analyst

Kwin Sheena Legaspi - Lab Manager - Approved By

Bulk sample(s) submitted was (were) analyzed in accordance with the procedure outlined in the US Federal Register 40 CFR 763, Subpart F, Appendix A; EPA-600/R-93/116 (Method for Determination of Asbestos in Building Materials), and EPA-600/M4-82-020 (US EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples). Samples were analyzed using Calibrated Visual Estimations (CVES); therefore, results may not be reliable for samples of low asbestos concentration levels. Samples of wall systems containing discrete and separable layers are analyzed separately and reported as composite unless specifically requested by the customer to report analytical results for individual layers. This report applies only to the items tested. Results are representative of the samples submitted and may not represent the entire material from which the samples were collected. "None Detected" means that no asbestos was observed in the sample. "<1%" (less than one percent) or Trace means that asbestos was observed in the sample but the concentration is below the quantifiable level of 1%. This report was issued by a NIST/NVLAP (Lab Code 200358-0) and CA Water Board ELAP (Cert. No. 2540) accredited laboratory and may not be reproduced, except in full without the expressed written consent of Patriot Environmental Laboratory Services, Inc. This report may not be used to claim product certification, approval or endorsement by NIST, NVLAP, CA-ELAP or any government agency.

ASB_Rep_2.23



973369 Asbestos Bulk Sample Log

Client: MONO COUNTY PUBLIC WORKS
Location: 221 TWIN LAKES RD., BRIDGEPORT, CA.
Collected By: C. LEMSTER

Date: 5/23/2023
Project Number: EN8287
CAC of CSST No: 07-4204

Sample No.	Material	Homo. Area	Sample Location	Description	Condition	Quantity (SF/LF)	Friability (F/NF)
MCJ-523-001	BLOWN-ON FIREPROOFING	A	RANDOM (EXPOSED) COLUMNS - SEE MAP	GRAY	G	APPR. 1000 SF	F
MCJ-523-002							
MCJ-523-003							
MCJ-523-004							
MCJ-523-005							

5/25/2023 1pm

Analytical Method: PLM Turnaround Time: Same Day 24-hr 3 Day 5 Day
Lab Results: Please E-mail results to: kirkh@groupdelta.com; jerrys@groupdelta.com; chrisl@groupdelta.com

CHAIN OF CUSTODY:

1. <u>CHRIS LEMSTER</u> Print/Signature	<u>CSST- 07-4204</u> Title	<u>5/24/2023 - DENVER</u> Inclusive Dates
2. <u>[Signature]</u> Print/Signature	<u>Exec-Assist.</u> Title	<u>5/24/23 @ 200pm</u> Inclusive Dates
3. _____ Print/Signature	_____ Title	_____ Inclusive Dates

Legend: DW/JC = Drywall/Joint Compound FPM = Fireproofing Material PLS = Plaster
RPM = Roof Penetration Mastic RRM = Rolled Roofing Material RR = Rock Roofing
VCT = Vinyl Composite Tile TSI = Thermal System Insulation STC = Stucco
VSF = Vinyl Sheet Flooring VCBM = Vinyl Cove Base Mastic CA = Carpet Adhesive

Page 1 of 1



GREAT BASIN UNIFIED
 AIR POLLUTION CONTROL DISTRICT
 157 Short Street, Bishop, California 93514
 760-872-8211 www.gbuapcd.org

**ASBESTOS
 NOTIFICATION FORM**

1. NOTIFICATION TYPE

Original Revised (please highlight changes) Courtesy

2. FACILITY INFORMATION

County: Inyo Mono Alpine

Building Address: 221 Twin Lakes Rd. City: Bridgeport

Building Name: Bridgeport Old Hospital Building Size: 5,000 sq ft Year Constructed: 1960

Present Use: Public Building Prior Use: Public Bldg./Hospital Future Use: Public Bldg./Mono County Jail

Owner Name: County of Mono Telephone: 760-932-5452 Email: kdodd@mono.ca.gov

Owner Address: 74 North School St. City: Bridgeport State: CA Zip: 93517

3. PROJECT INFORMATION

Operation/Activity: Demolition Renovation Ordered Demo Emergency Renovation

DEFINITIONS Demolition: removal of ANY load-supporting structural component, or intentional burning of, any facility
Renovation: altering a facility in any way, including removal of regulated asbestos containing material (RACM)

Project Description: Renovation: Asbestos abatement (Fireproofing) throughout Old Bridgeport Hospital Building.

Demolition / Renovation Start Date: 07/10/2023 **Demolition / Renovation End Date:** 08/04/2023

General Contractor Name: Resource Environmental, Inc. Telephone: 562-468-7000

General Contractor Address: 13100 Alondra Blvd. Suite 108 City: Cerritos State: CA Zip: 90703

Site Supervisor: Mario Medina Site Contact Number: 562-702-8493

4. ASBESTOS SURVEY - A copy of the survey including the analytical method used MUST be attached to this notification.

Has an asbestos survey by a certified professional been completed? YES NO

Is asbestos present? YES NO

5. ASBESTOS AMOUNTS

Please fill in table with approx. amounts of asbestos. See instructions for additional details.	RACM to be removed	Non-friable ACM to be removed*		Non-friable ACM NOT to be removed	
		Category I	Category II	Category I	Category II
Pipes (Linear Feet)					
Surface Area (Square Feet)	1,000				
Volume (Cubic Feet)					

* The District considers all ACM friable unless a statement is provided by a CAC or a contractor licensed to provide asbestos abatement services in the state of California describing the procedures to be used to ensure the material will not be made friable

FOR DISTRICT USE ONLY

District Notification #	Received Date	Postmark	Fee Received	Review

6. CERTIFIED ASBESTOS REMOVAL CONTRACTOR INFORMATION			
Name: Resource Environmental, Inc.	CAL-OSHA Registration #: 910		
Address: 13100 Alondra Blvd. Suite 108	City: Cerritos	State: CA	Zip: 90703
Site Supervisor: Mario Medina	Telephone: 562-702-8493		
Asbestos Removal Start Date: 07/10/2023	Asbestos Removal End Date: 08/04/2023		
Asbestos Removal Work Hours and Days of Week Worked:	Days: Mon.- Thurs. Hours: 7:00am- 5:30pm		
Description of work practices and controls to be used to prevent asbestos emissions at work site: Utilize wet methods, engineering controls such as local exhaust ventilation operated to capture particulate asbestos materials shall be used; project personnel will wear protective clothing & respiratory protection equipped with HEPA filters.			
7. WASTE TRANSPORTER			
Name: ECTI-Environmental Contractors Transportation, Inc.	Contact Person: Ed Vazquez	Telephone: 951-581-7441	
Address: 953 Reece Street	City: San Bernardino	State: CA	Zip: 92411
8. WASTE DISPOSAL SITE:			
Name: La Paz County Landfill	Location: AZ	Telephone: 928-669-8886	
Address: 26999 Hwy 95, Milepost 128	City: Parker	State: AZ	Zip: 85344
9. PROCEDURES FOR UNEXPECTED ASBESTOS			
Describe the procedures that will be followed in the event unexpected asbestos is found, or previously non-friable asbestos material is crumbled, pulverized, or reduced to powder: Stop work, isolate area, notify CAC/owner, stabilize/ execute cleanup procedures, secure, characterize waste, survey & revise notifications as directed.			
10. IF ORDERED BY A GOVERNMENT AGENCY (If applicable) - <i>Please attach copy of the order</i>			
Agency Name: N/A	Authority: N/A		
Date of order: N/A	Date ordered to begin: N/A		
11. EMERGENCY (If applicable)			
Emergency Declared By: N/A	Date of Emergency: N/A		
Emergency Description: N/A			
Description how event caused unsafe conditions or other hardship: N/A			
12. APPLICABLE FEES (Contact GBUAPCD Staff or Refer to GBUAPCD Fee Schedule)			
\$980.00			
13. CERTIFICATION			
By signing I certify that 1) the above information is correct; 2) if asbestos containing material is present a person certified in asbestos-removal procedures will supervise the demolition or renovation and documentation of their training will be available for inspection; and 3) I am the owner/operator or am authorized by the owner/operator to submit this information.			
Iridian Tello	Project Coordinator	<i>Iridian Tello</i>	06/07/2023
Print Name	Title	Signature	Date



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Public Works

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

SUBJECT Peterson Tract Roads (June Lake) -
Evaluation and Options

AGENDA DESCRIPTION:

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

Board direction to evaluate potential options for improvement of roads within June Lake's Peterson Tract to ensure access for County emergency vehicles and for possible future incorporation into the County Road system, including engaging a private consulting/engineering firm to evaluate current road conditions, access and snow removal and provide a report to the County.

RECOMMENDED ACTION:

Find that the development of information regarding road improvements in the Peterson Tract serves a public purpose in informing the County regarding a possible future decision to accept such roads in the County-maintained road system and aids in ensuring emergency access for County law enforcement and emergency vehicles. Direct the Public Works Director to contract with a consulting/engineering firm for an amount not to exceed \$10,000 to assess the condition of Peterson Tract roads and provide information and recommendations to the County.

FISCAL IMPACT:

This initial study will impact the General Fund in an amount not to exceed \$10,000.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760-709-0427 / proten@mono.ca.gov

SEND COPIES TO:

speters@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report Peterson Tract](#)

[Peterson Map](#)

History

Time	Who	Approval
8/8/2023 4:27 PM	County Counsel	Yes
8/7/2023 11:50 AM	Finance	Yes
8/10/2023 7:19 AM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: August 15th, 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Director of Public Works
Re: Peterson Tract Road Evaluation and Options

Background:

The Peterson Tract in June Lake (map attached as Exhibit 1) contains eight non-county roads with approximately 1.5 miles of roadway. A Zone of Benefit (ZOB) was created in 1992 (attached as Exhibit 2) to provide crack sealing, shoulder maintenance, drainage maintenance and snow removal.

The Peterson Tract ZOB has 188 properties billed, and received approximately \$40,000 this year through property assessments, averaging \$212 per property, which increases annually based on the consumer price index. Annual costs to maintain the Peterson Tract ZOB have been generally fully used with just snow removal efforts. As a result there are no funds available for even minor road maintenance activities.

Discussion:

The Peterson Tract, in the June Lake loop, has roads that are maintained through a Zone of Benefit, which is funded through assessments paid by property owners through their property tax bill. The assessments are not sufficient to properly maintain the roads, and as a result, the roads are deteriorating, resulting in access challenges for public safety personnel, and potential increased vehicle repair costs for anyone who uses the roads. The roads are not part of the County Road system, because they do not meet the County's Road standards.

Staff proposes conducting an initial engineering study to determine the feasibility and cost of bringing the roads up to the County standard that is in place for June Lake village. The study will look at Right of Way issues, drainage issues, pavement condition, and what would be required to meet all these areas to improve the roads. This study would be shared with the property owners in the tract, who would be asked to approve an assessment to bring the roads up to County standards, at which time, the County could bring them into the County Road system.

The benefits of this would be improved roads for this community, improved public safety access, and increased property values. The County would bring good quality roads into the system and have time to build reserves for major maintenance in the future.

The Peterson Tract is not unique in having roads that are not County maintained and need additional resources to bring them up to a reasonable standard. If successful in the Peterson Tract, this is a model that could be used for other neighborhoods throughout the County.

Please contact me at 760-709-0427 or proten@mono.ca.gov if you have any questions regarding this matter.

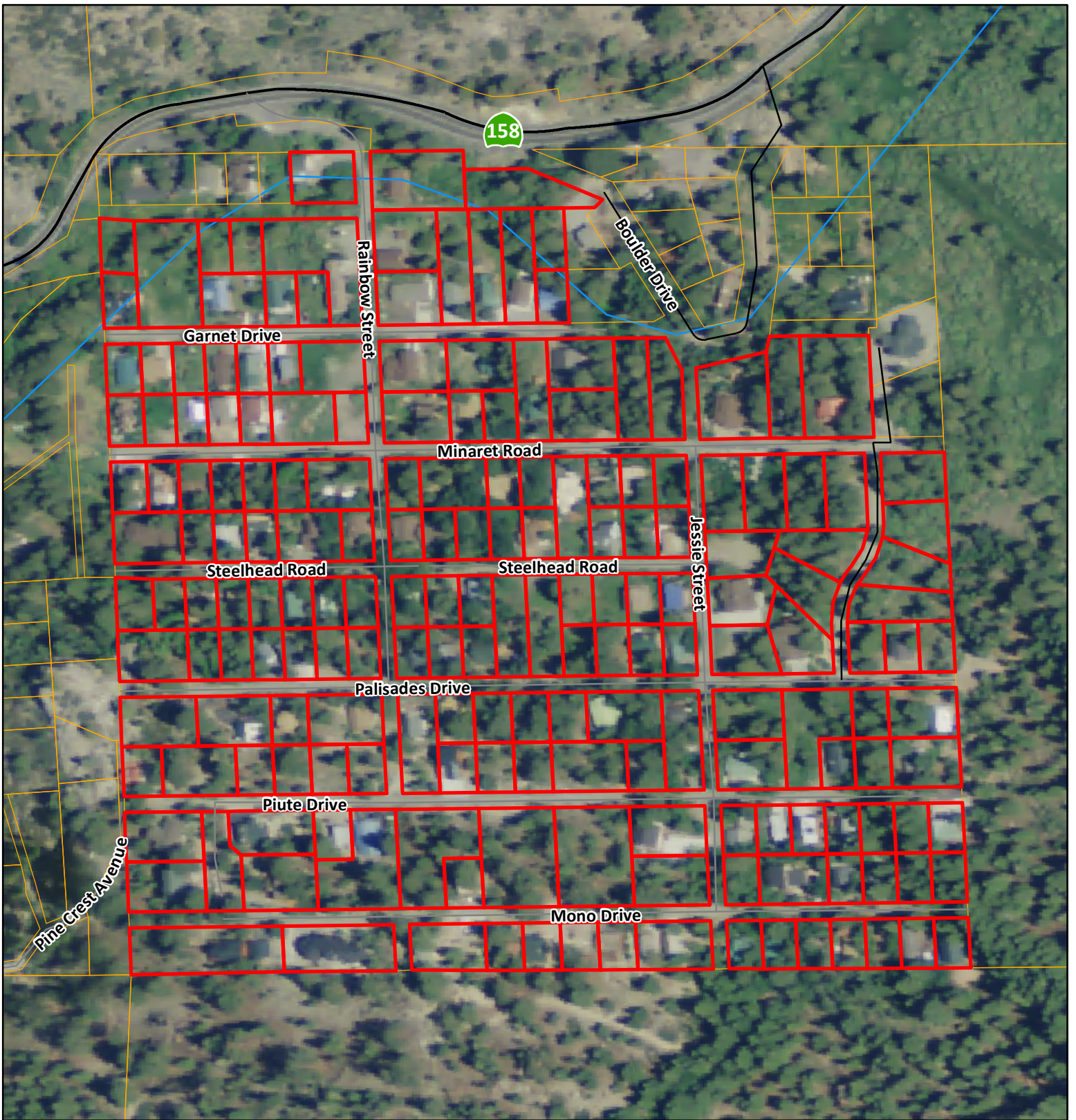
Respectfully submitted,



Paul Roten, PE
Director of Public Works

Attachments:

- Peterson Tract Map



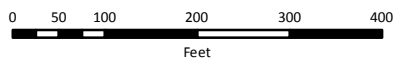
PETERSEN TRACT ZOB FIGURE

August 27, 2010

2010 Petersen Parcels Base Parcels



Mono County GIS
 PO Box 7657
 Mammoth Lakes, CA 93546
 (760) 924-1819
 gis.mono.ca.gov



The information contained on this map is for reference purposes only and is in no way intended to serve as a legal description of property or other boundaries. The information on this map is subject to change without notice. This map is not to be reproduced or re-used without the prior permission of Mono County.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: Public Works - Facilities

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Paul Roten, Public Works Director

SUBJECT Mono County Custodial Operations

AGENDA DESCRIPTION:

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

Provide Public Works with direction for operations related to Custodial Services and Campground Management.

RECOMMENDED ACTION:

Select from options as discussed in the attached staff report, based on the level of service that Mono County should provide for Custodial and Campground Management Services. Provide direction to staff.

FISCAL IMPACT:

Refer to the attached cost comparisons for each of the three options with fiscal impact ranging from no impact (Option 1), savings of \$25,118 (Option 2) or additional costs of \$5,698 (Option 3), all affecting the County's General Fund budget.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 7909325440 / proten@mono.ca.gov

SEND COPIES TO:

speters@mono.ca.gov vvega@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Custodial
<input type="checkbox"/> Custodial Cost Comparison
<input type="checkbox"/> 1- Original contract
<input type="checkbox"/> 2- Fee Schedule
<input type="checkbox"/> 3- Scope
<input type="checkbox"/> 4- Contract amendment

History

Time	Who	Approval
8/11/2023 9:41 AM	County Counsel	Yes
8/9/2023 10:15 AM	Finance	Yes
8/11/2023 9:52 AM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: August 15th, 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Director of Public Works
Re: Mono County Custodial Operations

Background:

Mono County has maintained a services contract for custodial services and Campground Management services for over 20 years. Facilities include the Walker Community Center, Walker Senior Center, Walker Career Services Center, Lee Vining Community Center, June Lake Community Center, Chalfant Community Center, and Benton Community Center. In addition, park restroom cleaning is included for parks in Walker (including Mtn. Gate), Bridgeport, Mono Lake, Lee Vining, June Lake, Benton, and Chalfant. Campground management services are limited to Lundy Lake Campground.

On October 30, 2022, Don Baxter retired and terminated his contract with Mono County for Custodial Services and Campground Management Services. In advance of that, Mono County posted requests for bids on a new contract. Mono County received one bid. On November 1, 2022, the board approved a contract with Jessica Coronado to provide these services for the period from November 1, 2022, through June 30, 2025. Note that previous contracts included snow removal, but the latest contract does not.

Discussion:

Public Works has been monitoring the Custodial and Campground Services operations. Included in this monitoring is intake of comments and complaints.

Special events and general visitor traffic increase load on restrooms around the county. With the Custodial contract there are limits to the amount of work that can be done around the county. The contract custodian must travel the entire county. This limits the amount of work that can be done by one custodian. Presently, Mono County buys and stocks supplies to supplement the Custodial contract work. Also, Mono County Maintenance workers regularly empty trash and clean restrooms, which takes away from their regular grounds maintenance duties. Even with this added work by Mono County, restroom maintenance is not meeting county needs.

Having Custodial workers located within the county and working for the county, Public Works would be able to adjust cleanings as needed for busy times. Also, miles traveled would be less than a

custodial contract as the base for work would start in both north and south county. All stocking burdens would rest on the County.

In the winter of 2022/2023, the county was for all practical purposes split in North and South. When this happened, much of south county custodial work had to be done by Maintenance workers. It would be a benefit to the county if there could be a custodial worker based in South County.

There are options for Mono County to perform custodial services and campground management. We expect that some of those options may allow the county to better meet the demands of those who live and visit here and those that travel through.

Action:

The recommended action for the Board is to select from the following options based on the level of service that Mono County should provide for Custodial and Campground Management Services.

- Option 1 - Continue as we are and experience restrooms across Mono County at their existing state. This existing operation places an extreme burden on the maintenance workers in trash removal. Also, Mono County Custodians and Maintenance workers regularly clean restrooms to supplement the contract services. This has affected our scheduling and it has affected other required work such as maintenance around the County.
- Option 2 - Terminate contracts and Amendments with Jessica Coronado. Add one (1) additional Mono County Custodian III. Cost for this is lower than present. Current burdens on maintenance would remain, but we would have more control over the quality and timing of service.
- Option 3 - Terminate contracts and Amendments with Jessica Coronado. Add two (2) additional Mono County Custodian III. This option would include a Custodian assigned to south County. This would have extreme benefits in winters such as 22/23. Further it would reduce travel time for custodians, allowing them more time at each location. Scheduling could be improved for cleaner weekend restrooms. Custodial burdens on the maintenance team would be reduced or eliminated.

For option 2 and 3, we would accommodate the Campground Management services by using existing Public Works Staff from Sustainable Outdoors and Recreation, Roads and Facilities as they do other work at the Lundy Campground. We will also be looking for an optional host, likely on a no or low pay basis, to just make sure that rules are being followed. Currently, we are not meeting obligations to

our lease from Southern California Edison in our campground enforcement, therefore this additional work is already needed.

Please contact me at 760-709-0427 or proten@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Paul Roten, PE
Director of Public Works

Attachments:

- Mono County Custodial Operations Cost Comparison
- Agreement Between County of Mono and Jessica Coronado for The Provision of Custodial and Campground Management Services
- Agreement and first amendment to Agreement Between County of Mono and Jessica Coronado for The Provision of Custodial and Campground Management Services
- Scope of Work
- Fee Schedule

MONO COUNTY CUSTODIAL OPERATIONS COST COMPARISON

CUSTODIAN DECISION	OPTION 1 Continue with contract for custodial services with outside provider	OPTION 2 Cancel contract for custodial services with outside provider and add 1 new Mono County employed Custodian	OPTION 3 Cancel contract for custodial services with outside provider and add 2 new Mono County employed Custodian
Contractor	\$ 131,750		
Cost of redirected workload	\$ 37,816	\$ 37,816	
Hire Custodian III		\$ 75,632	\$ 75,632
Hire Custodian III			\$ 75,632
			\$ -
Purchase additional supplies Mono county presently purchases about 50% of supplies used		\$ 10,000	\$ 10,000
Added Vehicle usage		\$ 21,000	\$ 14,000
Net Cost to GF (before indirect billing to other programs)	\$ 169,566	\$ 144,448	\$ 175,264
Cost difference (parenthesis is less expensive)	\$ -	\$ (25,118)	\$ 5,698
Cost to GF			
Note: Where possible, costs are allocated to and paid by departments having federal and state grant funds			

**AGREEMENT BETWEEN COUNTY OF MONO
AND JESSICA CORONADO
FOR THE PROVISION OF CUSTODIAL AND CAMPGROUND MANAGEMENT
SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of custodial and campground management of Jessica Coronado (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from November 1 2022, to June 30 2025, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$CLICK HERE TO ENTER TEXT, not to exceed \$CLICK HERE TO ENTER TEXT in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

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

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs,

computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

(7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:

- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

(9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

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

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

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

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

9. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

10. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

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

11. NONDISCRIMINATION

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

12. TERMINATION

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

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

13. ASSIGNMENT

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

14. DEFAULT

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

15. WAIVER OF DEFAULT

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

16. CONFIDENTIALITY

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

17. CONFLICTS

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

18. POST-AGREEMENT COVENANT

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

litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

19. SEVERABILITY

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

20. FUNDING LIMITATION

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

21. AMENDMENT

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

22. NOTICE

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

County of Mono:

Department of Public Works
Post Office Box 457
Bridgeport, CA 93517
jdavenport@mono.ca.gov

Contractor:

Jessica Coronado
221 Port Pl
Dayton NV, 89403
Nevadagirl8181@yahoo.com

23. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

24. ENTIRE AGREEMENT


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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER .

COUNTY OF MONO

CONTRACTOR

By: _____

By:  _____

Title: _____

Title: Owner _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

 _____

Oct 26, 2022

County Counsel

APPROVED BY RISK MANAGEMENT:

 _____

Oct 26, 2022

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND JESSICA CORONADO
FOR THE PROVISION OF CUSTODIAL AND CAMPGROUND MANAGEMENT
SERVICES**

TERM:

FROM: 11/01/2022

TO: 06/30/2025

SCOPE OF WORK:

SCOPE OF WORK:

Contractor shall provide all labor, equipment, materials, supplies, transportation, taxes, and cover all other costs required to perform custodial and campground site management services for the County.

In general, services and work shall consist of the following:

I. CUSTODIAL SERVICES:

- A. Contractor shall provide year-round custodial services at five County Community Centers (Walker/Antelope Valley, Bridgeport, Lee Vining, June Lake, and Chalfant), two County offices (Walker Senior Center and Walker Career Services Center); a Sheriff's substation (June Lake), and eight park restrooms (Benton, Chalfant, Gull Lake, Gus Hess, Mono Lake Park, Bridgeport, Mountain Gate, and Walker).
- B. In addition, Contractor shall provide seasonal custodial services (April 15 through November 15 of each year) for restrooms at six County parks and ballfields (Bridgeport Ballfield, Bridgeport Marina, June Lake Ballfield, Crowley Park, Crowley Skate Park and Crowley Ballfield).
- C. The actual days of the week that custodial services will be provided by Contractor shall be determined by Contractor in coordination with Public Works staff and community center site coordinators to avoid conflicts with scheduled uses or activities.
- D. Contractor is obligated to ensure that the facilities are clean and sanitary to the satisfaction of County. Contractor shall determine the frequency and types of cleaning that are required to meet that obligation. However, Contractor is advised that due to the nature of facility use, *most* community centers and outdoor restrooms will require at least one cleaning on weekends.

II. CAMPGROUND MANAGEMENT SERVICES: (OPTION)

- A. Seasonal management of the County's Lundy Lake Campground consists of collecting fees, providing custodial services at campground restrooms, and furnishing a campground host. Host responsibilities include verifying that overnight camping fees are paid, ensuring that restrooms are properly supplied, and notifying campers of campground rules and policies, and notifying Public Works staff of operational problems or necessary maintenance or repairs.
Handling of overnight camping fees by the host is prohibited; guests are required to deposit fees in secured self-service fee boxes and Contractor will be responsible for collecting and transporting fee envelopes to Public Works.

III. MISCELLANEOUS PROVISIONS:

- A. Contractor shall promptly notify Public Works staff if Contractor discovers the need for maintenance or repair at any of the facilities at which the services and work are being performed.
- B. Services and work shall be completed consistent with generally-accepted practices for the industry.
- C. Tasks may be added or deleted from the Scope of Work by amendment to this Agreement or as otherwise authorized in paragraph D below. In the event the need for an additional task is identified which requires contract amendment, the Scope of Work and payment to Contractor will be negotiated between Contractor and Public Works staff. If negotiations for additional services are unsuccessful, the County may elect to contract separately for the services.

During the term of this Agreement, the County may install recycling receptacles at several of the facilities.

Upon installation, service of these receptacles and delivery of the materials to a County-determined redemption center, or other location, may be requested. The associated redemption value for the materials shall be retained by the County. The cost of providing this additional service for each facility shall be \$13.00 per facility per month and shall not be compensated unless such services are requested in writing by County.

SITE LOCATIONS & DESCRIPTIONS:

The County facilities at which custodial and campground management services are requested are described as follows:

Facility	Location	Community	Flooring	Size
Benton Community Center	58869 U.S. Highway 6	Benton	Vinyl	3,680 sf
Benton (Ida Lynn) Park Restroom	58869 U.S. Highway 6	Benton	Concrete	322 sf
Bridgeport Ballfield Restroom	576 Aurora Canyon Road	Bridgeport	Concrete	-300 sf
Bridgeport Marina Restroom	200 Ramp Road	Bridgeport	Concrete	314 sf
Bridgeport Park Restroom	129 Emigrant Street	Bridgeport	Concrete	160 sf
Chalfant Community Center	123 Valley Road	Chalfant	Vinyl & carpet	1,838 sf
Chalfant Park Restroom	123 Valley Road	Chalfant	Concrete	322 sf
Gull Lake Park Restroom	90 W. Granite Avenue	June Lake	Concrete	322 sf
Gus Hess Park Restroom	129 Mattly Avenue	Lee Vining	Concrete	286 sf
June Lake Ball Field Restroom	1855 Northshore Drive	June Lake	Concrete	-300 sf
June Lake Community Center	90 W. Granite Avenue	June Lake	VCT* & carpet	6,691 sf
June Lake Sheriff's Substation	120 W. Granite Avenue	June Lake	VCT* & carpet	1,254 sf
Lee Vining Community Center	296 Mattly Avenue	Lee Vining	VCT*	4,670 sf
Lundy Lake Campground	Lundy Lake Road	Mono City	n/a	n/a
Mono Lake Park Restroom	600 Cemetery Road	Mono City	Concrete	690 sf
Mountain Gate Restroom	105746 U.S. Highway 395	Walker	Concrete	-300 sf
Walker Career Services Center	107384 U.S. Highway 395	Walker	Vinyl & carpet	-400 sf
Walker Community Center	442 Mule Deer Road	Walker	VCT*	3,874 sf
Walker Senior Center	399 Mule Deer Road	Walker	Vinyl & carpet	5,168 sf
Walker Park Restroom	399 Mule Deer Road	Walker	Concrete	300 sf
Walker Wellness Center	107655 U.S. Highway 395	Walker	n/a*	n/a*

* Notes: VCT = vinyl composition tile; n/a = not applicable; - = approximate.

SUPPLIES AND EQUIPMENT:

- Contractor is responsible to furnish all supplies (e.g., paper towels, toilet paper soap, trash can liners, and toilet seat protectors, cleaning supplies) and equipment (e.g., vacuum cleaner, mop, bucket, vacuum)

- Sufficient storage space should be available at each facility for on-site storage of cleaning supplies and most equipment.
- Trash dumpsters and related hauling service are provided by the County at each facility.

SITE ACCESS AND USE OF PREMISES:

- The County shall furnish keys to all facilities and Contractor shall have full access to the facilities serviced under the contract, provided Contractor does not interfere with facility use, traffic, and parking. Contractor shall not be limited as to the day of the week or time of day during which access is available, but the work schedule must be coordinated with Public Works and community center coordinators to ensure that there are no conflicts with users of each facility.
- Contractor is expected to cooperate with and accommodate facility access with Public Works staff and County vendors and contractors. On-site storage of equipment and materials is allowed, provided sufficient space is available.

DAMAGE TO FACILITIES:

- Contractor shall take all reasonable precautions to prevent damage to any facility arising from performance of the services and work specified in this agreement. Contractor shall repair and/or be responsible for any such damage at no additional cost to the County. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCHEDULE OF FEES:

CLICK HERE TO ENTER TEXT

See Attachment B1, incorporated herein by this reference (optional).

BID SCHEDULE SPREADSHEET
FOR THE PROVISION OF CUSTODIAL AND CAMPGROUND MANAGEMENT
SERVICES BIDDER'S TOTAL CONTRACT COST PER YEAR
(Bidder to complete.)

Custodial and Campground Management Services

Year-Round Tasks (Months are from the 16th of a month to the 15th of the following month)

Item No.	Item Description / Location (Refer to xx for more details)	Units (Months)	Unit Monthly Rate \$	Item total \$
1	Walker Community Center	12	1,150.00	13,800.00
2	Walker Senior Center	12	1,650.00	19,800.00
3	Walker Park Restroom	12	250.00	3,000.00
4	Walker Career Services Center	12	150.00	1,800.00
5	Walker Wellness Center	12	162.00	1,944.00
6	Mountain Gate Restroom	12	150.00	1,800.00
7	Bridgeport Park Restroom	12	150.00	1,800.00
8	Lee Vining Community Center	12	1,150.00	13,800.00
9	June Lake Community Center	12	1,150.00	13,800.00
10	June Lake Sheriff's Substation	12	125.00	1,500.00
11	Chalfant Community Center	12	910.00	10,920.00
12	Benton Community Center	12	910.00	10,920.00
13	Benton Park Restroom	12	75.00	900.00
14	Chalfant Park Restroom	12	75.00	900.00
15	Gull Lake Park Restroom	12	120.00	1,440.00
16	Gus Hess Park Restroom	12	82.00	984.00
17	Mono Lake Park Restroom	12	150.00	1,800.00
18	Crowley Community Center	12	1,300.00	15,600.00
19	Crowley Sheriff Substation	12	150.00	1,800.00
YEAR-ROUND TASK TOTAL				118,308.00

Seasonal Tasks (Months are from the 16th of a month to the 15th of the following month)				
Item No.	Item Description / Location (Refer to xx for more details)	Units (Months)	Unit Monthly Rate \$	Item total \$
20	Bridgeport Ballfield Restroom	7	75.00	525.00
21	Bridgeport Marina Restroom	7	150.00	1,050.00
22	June Lake Ballfield Restroom	7	55.00	385.00
23	Crowley Park	7	162.00	1,134.00
24	Crowley Skate Park	7	162.00	1,134.00
25	Crowley Ballfield	7	162.00	1,134.00
SEASONAL TASK TOTAL				5,362.00
Optional Tasks / Seasonal from April 16th thru November 15th (Months are from the 16th of a month to the 15th of the following month)				
Item No.	Item Description / Location (Refer to xx for more details)	Units (Months)	Unit Monthly Rate \$	Item total \$
26	Lundy Campground Mgmt.	7	1,000.00	7,000.00
27	Lundy Dam Vault Toilet	7	150.00	1,050.00
OPTIONAL TASK TOTAL				8,050.00
Custodial Services - Mono County				
YEAR-ROUND TASK TOTAL				118,308.00
SEASONAL TASK TOTAL				5362.00
OPTIONAL TASK TOTAL				8,050.00
TOTAL BID AMOUNT FOR CUSTODIAL AND SNOW REMOVAL SERVICES				131,720.00
CONTRACTOR SELECTED IS BASED ON TOTAL BID AMOUNT INCLUDING ALL OPTIONS Mono County reserves the right exclude bid options during award				

BID SCHEDULE SPREADSHEET
FOR THE PROVISION OF CUSTODIAL AND CAMPGROUND MANAGEMENT
SERVICES BIDDER'S TOTAL CONTRACT COST PER YEAR
(Bidder to complete.)

Custodial and Campground Management Services

Year-Round Tasks (Months are from the 16th of a month to the 15th of the following month)

Item No.	Item Description / Location (Refer to xx for more details)	Units (Months)	Unit Monthly Rate \$	Item total \$
1	Walker Community Center	12	1,150.00	13,800.00
2	Walker Senior Center	12	1,650.00	19,800.00
3	Walker Park Restroom	12	250.00	3,000.00
4	Walker Career Services Center	12	150.00	1,800.00
5	Walker Wellness Center	12	162.00	1,944.00
6	Mountain Gate Restroom	12	150.00	1,800.00
7	Bridgeport Park Restroom	12	150.00	1,800.00
8	Lee Vining Community Center	12	1,150.00	13,800.00
9	June Lake Community Center	12	1,150.00	13,800.00
10	June Lake Sheriff's Substation	12	125.00	1,500.00
11	Chalfant Community Center	12	910.00	10,920.00
12	Benton Community Center	12	910.00	10,920.00
13	Benton Park Restroom	12	75.00	900.00
14	Chalfant Park Restroom	12	75.00	900.00
15	Gull Lake Park Restroom	12	120.00	1,440.00
16	Gus Hess Park Restroom	12	82.00	984.00
17	Mono Lake Park Restroom	12	150.00	1,800.00
18	Crowley Community Center	12	1,300.00	15,600.00
19	Crowley Sheriff Substation	12	150.00	1,800.00
YEAR-ROUND TASK TOTAL				118,308.00

Seasonal Tasks (Months are from the 16th of a month to the 15th of the following month)

Item No.	Item Description / Location (Refer to xx for more details)	Units (Months)	Unit Monthly Rate \$	Item total \$
20	Bridgeport Ballfield Restroom	7	75.00	525.00
21	Bridgeport Marina Restroom	7	150.00	1,050.00
22	June Lake Ballfield Restroom	7	55.00	385.00
23	Crowley Park	7	162.00	1,134.00
24	Crowley Skate Park	7	162.00	1,134.00
25	Crowley Ballfield	7	162.00	1,134.00
SEASONAL TASK TOTAL				5,362.00

**Optional Tasks / Seasonal from April 16th thru November 15th
(Months are from the 16th of a month to the 15th of the following month)**

Item No.	Item Description / Location (Refer to xx for more details)	Units (Months)	Unit Monthly Rate \$	Item total \$
26	Lundy Campground Mgmt.	7	1,000.00	7,000.00
27	Lundy Dam Vault Toilet	7	150.00	1,050.00
OPTIONAL TASK TOTAL				8,050.00

Custodial Services - Mono County

YEAR-ROUND TASK TOTAL	118,308.00
SEASONAL TASK TOTAL	5362.00
OPTIONAL TASK TOTAL	8,050.00
TOTAL BID AMOUNT FOR CUSTODIAL AND SNOW REMOVAL SERVICES	131,720.00

**CONTRACTOR SELECTED IS BASED ON TOTAL BID AMOUNT INCLUDING ALL OPTIONS
Mono County reserves the right exclude bid options during award**

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND JESSICA CORONADO
FOR THE PROVISION OF CUSTODIAL AND CAMPGROUND MANAGEMENT
SERVICES**

TERM:

FROM: 11/01/2022 TO: 06/30/2025

SCOPE OF WORK:

SCOPE OF WORK:

Contractor shall provide all labor, equipment, materials, supplies, transportation, taxes, and cover all other costs required to perform custodial and campground site management services for the County.

In general, services and work shall consist of the following:

I. CUSTODIAL SERVICES:

- A. Contractor shall provide year-round custodial services at five County Community Centers (Walker/Antelope Valley, Bridgeport, Lee Vining, June Lake, and Chalfant), two County offices (Walker Senior Center and Walker Career Services Center), a Sheriff's substation (June Lake), and eight park restrooms (Benton, Chalfant, Gull Lake, Gus Hess, Mono Lake Park, Bridgeport, Mountain Gate, and Walker).
- B. In addition, Contractor shall provide seasonal custodial services (April 15 through November 15 of each year) for restrooms at six County parks and ballfields (Bridgeport Ballfield, Bridgeport Marina, June Lake Ballfield, Crowley Park, Crowley Skate Park and Crowley Ballfield).
- C. The actual days of the week that custodial services will be provided by Contractor shall be determined by Contractor in coordination with Public Works staff and community center site coordinators to avoid conflicts with scheduled uses or activities.
- D. Contractor is obligated to ensure that the facilities are clean and sanitary to the satisfaction of County. Contractor shall determine the frequency and types of cleaning that are required to meet that obligation. However, Contractor is advised that due to the nature of facility use, *most* community centers and outdoor restrooms will require at least one cleaning on weekends.

II. CAMPGROUND MANAGEMENT SERVICES: (OPTION)

- A. Seasonal management of the County's Lundy Lake Campground consists of collecting fees, providing custodial services at campground restrooms, and furnishing a campground host. Host responsibilities include verifying that overnight camping fees are paid, ensuring that restrooms are properly supplied, and notifying campers of campground rules and policies, and notifying Public Works staff of operational problems or necessary maintenance or repairs.

Handling of overnight camping fees by the host is prohibited; guests are required to deposit fees in secured self-service fee boxes and Contractor will be responsible for collecting and transporting fee envelopes to Public Works.

III. MISCELLANEOUS PROVISIONS:

- A. Contractor shall promptly notify Public Works staff if Contractor discovers the need for maintenance or repair at any of the facilities at which the services and work are being performed.
- B. Services and work shall be completed consistent with generally-accepted practices for the industry.
- C. Tasks may be added or deleted from the Scope of Work by amendment to this Agreement or as otherwise authorized in paragraph D below. In the event the need for an additional task is identified which requires contract amendment, the Scope of Work and payment to Contractor will be negotiated between Contractor and Public Works staff. If negotiations for additional services are unsuccessful, the County may elect to contract separately for the services.

D. During the term of this Agreement, the County may install recycling receptacles at several of the facilities.

Upon installation, service of these receptacles and delivery of the materials to a County-determined redemption center, or other location, may be requested. The associated redemption value for the materials shall be retained by the County. The cost of providing this additional service for each facility shall be \$13.00 per facility per month and shall not be compensated unless such services are requested in writing by County.

SITE LOCATIONS & DESCRIPTIONS:

The County facilities at which custodial and campground management services are requested are described as follows:

Facility	Location	Community	Flooring	Size
Benton Community Center	58869 U.S. Highway 6	Benton	Vinyl	3,680 sf
Benton (Ida Lynn) Park Restroom	58869 U.S. Highway 6	Benton	Concrete	322 sf
Bridgeport Ballfield Restroom	576 Aurora Canyon Road	Bridgeport	Concrete	-300 sf
Bridgeport Marina Restroom	200 Ramp Road	Bridgeport	Concrete	314 sf
Bridgeport Park Restroom	129 Emigrant Street	Bridgeport	Concrete	160 sf
Chalfant Community Center	123 Valley Road	Chalfant	Vinyl & carpet	1,838 sf
Chalfant Park Restroom	123 Valley Road	Chalfant	Concrete	322 sf
Gull Lake Park Restroom	90 W. Granite Avenue	June Lake	Concrete	322 sf
Gus Hess Park Restroom	129 Mattly Avenue	Lee Vining	Concrete	286 sf
June Lake Ball Field Restroom	1855 Northshore Drive	June Lake	Concrete	-300 sf
June Lake Community Center	90 W. Granite Avenue	June Lake	VCT* & carpet	6,691 sf
June Lake Sheriff's Substation	120 W. Granite Avenue	June Lake	VCT* & carpet	1,254 sf
Lee Vining Community Center	296 Mattly Avenue	Lee Vining	VCT*	4,670 sf
Lundy Lake Campground	Lundy Lake Road	Mono City	<i>n/a</i>	<i>n/a</i>
Mono Lake Park Restroom	600 Cemetery Road	Mono City	Concrete	690 sf
Mountain Gate Restroom	105746 U.S. Highway 395	Walker	Concrete	-300 sf
Walker Career Services Center	107384 U.S. Highway 395	Walker	Vinyl & carpet	-400 sf
Walker Community Center	442 Mule Deer Road	Walker	VCT*	3,874 sf
Walker Senior Center	399 Mule Deer Road	Walker	Vinyl & carpet	5,168 sf
Walker Park Restroom	399 Mule Deer Road	Walker	Concrete	300 sf
Walker Wellness Center	107655 U.S. Highway 395	Walker	<i>n/a</i> *	<i>n/a</i> *

* Notes: VCT = vinyl composition tile; n/a = not applicable; - = approximate.

SUPPLIES AND EQUIPMENT:

- Contractor is responsible to furnish all supplies (e.g., paper towels, toilet paper soap, trash can liners, and toilet seat protectors, cleaning supplies) and equipment (e.g., vacuum cleaner, mop, bucket, vacuum)

- Sufficient storage space should be available at each facility for on-site storage of cleaning supplies and most equipment.
- Trash dumpsters and related hauling service are provided by the County at each facility.

SITE ACCESS AND USE OF PREMISES:

- The County shall furnish keys to all facilities and Contractor shall have full access to the facilities serviced under the contract, provided Contractor does not interfere with facility use, traffic, and parking. Contractor shall not be limited as to the day of the week or time of day during which access is available, but the work schedule must be coordinated with Public Works and community center coordinators to ensure that there are no conflicts with users of each facility.
- Contractor is expected to cooperate with and accommodate facility access with Public Works staff and County vendors and contractors. On-site storage of equipment and materials is allowed, provided sufficient space is available.

DAMAGE TO FACILITIES:

- Contractor shall take all reasonable precautions to prevent damage to any facility arising from performance of the services and work specified in this agreement. Contractor shall repair and/or be responsible for any such damage at no additional cost to the County. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction.

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
JESSICA CORONADO FOR THE PROVISION OF
CUSTODIAL AND CAMPGROUND MANAGEMENT SERVICES**

This Agreement and First Amendment is entered into December 6, 2022 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Jessica Coronado of Dayton, Nevada (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about November 1, 2022 and pertaining to Contractor's provision of Custodial and Campground Management services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, the parties entered into the Contract for the purpose of Contractor providing Custodial and Campground Management services; and

WHEREAS, subsequently, Contractor and County determined that it would be beneficial to both parties for the Contract scope of work be corrected to include the following service locations as per the Fee Schedule Attachment B1: Crowley Community Center, Crowley Sheriff Substation, Crowley Park, Crowley Skate Park and Crowley Ballfield; and

WHEREAS, accordingly, there is a need to amend the scope of work to provide for such services.

NOW, THEREFORE, the parties agree as follows:

1. The Scope of Work (Exhibit A) is hereby amended to add the following Facilities: Crowley Community Center, Crowley Sheriff Substation, Crowley Park, Crowley Skate Park, and Crowley Ballfield
2. All other provisions of the Contract not modified herein shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

Robert C. Lawton, County
Administrative Officer

Date

CONTRACTOR:

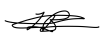


Jessica Coronado



Date

Approved as to Form:



County Counsel

Nov 15, 2022






CUSTODIAL CONTRACT AMENDMENT 1 2022 JESSICA CORONADO 2022

Final Audit Report

2022-11-15

Created:	2022-11-15
By:	Jason Davenport (jdavenport@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2W2M2v823rLTOpVhUvdoPVZ6f8LRtuyv

"CUSTODIAL CONTRACT AMENDMENT 1 2022 JESSICA CORONADO 2022" History

-  Document created by Jason Davenport (jdavenport@mono.ca.gov)
2022-11-15 - 10:17:53 PM GMT - IP address: 162.252.90.161
-  Document emailed to Christopher Beck (cbeck@mono.ca.gov) for signature
2022-11-15 - 10:18:45 PM GMT
-  Email viewed by Christopher Beck (cbeck@mono.ca.gov)
2022-11-15 - 11:03:33 PM GMT - IP address: 162.252.88.209
-  Document e-signed by Christopher Beck (cbeck@mono.ca.gov)
Signature Date: 2022-11-15 - 11:04:11 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Agreement completed.
2022-11-15 - 11:04:11 PM GMT





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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

Departments: County Administrative Office

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer and Megan
Chapman, County Budget Officer

SUBJECT Public Hearing Continuation Fiscal
Year 2023-24 Recommended Budget

AGENDA DESCRIPTION:

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

This item is a continuation of the Public Hearing from August 10, 2023, regarding the FY 2023-2024 Recommended Budget, if additional time is needed.

RECOMMENDED ACTION:

Provide direction to staff on FY 2023-24 Recommended Budget and policy items for inclusion in the Final Budget that will return to the Mono County Board for adoption on September 12, 2023.

FISCAL IMPACT:

The Mono County FY 2023-24 Recommended Budget is for \$119,686,260 in appropriations, offset by \$110,091,530 in revenue and \$9,594,730 in fund balance. The General Fund portion of the FY 2023- 24 Recommended Budget for is for \$48,674,995 in expenditures, offset by \$49,066,215 in revenue and \$1,112,000 in fund balance.

CONTACT NAME: Megan Chapman

PHONE/EMAIL: 7609241836 / mchapman@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
8/9/2023 3:00 PM	County Counsel	Yes

8/9/2023 11:09 AM

Finance

Yes

8/10/2023 7:20 AM

County Administrative Office

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

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:

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

Time	Who	Approval
8/9/2023 3:01 PM	County Counsel	Yes
8/7/2023 10:41 AM	Finance	Yes
8/10/2023 7:19 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Mary Booher, Stacey Simon, Janet Dutcher, Jack Conry, 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.

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>
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History

Time	Who	Approval
8/4/2023 2:00 PM	County Counsel	Yes
8/7/2023 10:41 AM	Finance	Yes
8/7/2023 11:16 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 15, 2023

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: Interim County Administrative Officer.

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
8/4/2023 2:08 PM	County Counsel	Yes
8/7/2023 10:42 AM	Finance	Yes
8/7/2023 11:17 AM	County Administrative Office	Yes