



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

Regular Meeting June 4, 2024

TRIBAL LAND ACKNOWLEDGMENT

In respect to the Indigenous People and Tribal Elders, past, and present, the Bridgeport Indian Colony, Mono Lake Kutzadika Tribe, and Utu Utu Gwaitu Tribe are the indigenous People who live within this, their ancestral homeland from time immemorial to the present and have been the caretakers of these lands, waters, and all natural resources for the benefit of the environment and of all living things. We who live in Mono County offer this land acknowledgment with a spirit of mutual respect and collaboration.

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/86184622677> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 84622 677.

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 861 84622 677

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=68a69f03-6511-41ef-ae37-636788b98695

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

A. Coleville High School Girls Softball State Championship Recognition

Departments: Board of Supervisors

10 minutes

(Chair Peters) - A proclamation of the Mono County Board of Supervisors recognizing the Coleville High School Girls Softball team winning the Nevada Interscholastic Activities Association (NIAA) State Championship.

Recommended Action: Adopt proposed proclamation, recognizing the Coleville High School Girls Softball team winning the NIAA State Championship.

Fiscal Impact: None.

B. Proclamation Designating June 2024 as Pride Month

Departments: Behavioral Health

10 minutes

(Robin Roberts, Behavioral Health Director) - June is national Pride Month. This proclamation recognizes that Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual Plus community members enrich our community, and raises awareness about the systemic discrimination experienced by the Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer,

Intersex, Asexual Plus community.

Recommended Action: Adopt proposed proclamation designating June 2024 as Pride Month, receive report on activities planned to recognize Pride Month. Provide any desired direction to staff.

Fiscal Impact: None

C. Proclamation Designating June 2024 as Elder Abuse Awareness Month

Departments: Health and Human Services

10 minutes

(Krista Cooper, Adult Services Manager) - Every year an estimated 5 million, or 1 in 10 older Americans are victims of elder abuse, neglect, or exploitation. In designating June 2024 as Elder Abuse Awareness Month, Mono County joins the national movement to educate on the topic of elder abuse awareness and discuss how to recognize, and report elder abuse.

Recommended Action: Adopt proposed proclamation designating June 2024 as Elder Abuse Awareness Month, receive report on activities planned to recognize Elder Abuse Awareness Month. Provide any desired direction to staff.

Fiscal Impact: 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. Letter - Congressman Kiley

Departments: Clerk of the Board

Thank you letter to Congressman Kiley from Chair Peters regarding the recognition of Dick Burbine, review of the California Radio Interoperable System (CRIS) Program, and the assistance with the reopening of the Bridgeport Post Office.

Recommended Action: Approve Chair Peters to sign thank you letter.

Fiscal Impact: None.

B. Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) Biennial Application

Departments: Behavioral Health

Grant application to the Department of Health Care services for the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG).

Recommended Action: Approve and authorize Behavioral Health Director to sign the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) Biennial Funding Allocation & Application Instructions for State Fiscal Years 2024-2025 and 2025-2026 in substantively the same form from the Department of Health Care Services for the period of July 1, 2024 through June 30, 2026 and a not-to-exceed amount of \$844,314.

Fiscal Impact: This grant will provide approximately \$844,314 in funding to pay for substance use disorder treatment and prevention services over the next two fiscal years (July 1, 2024 through June 30, 2026), with a proposed allocation of \$422,157 in each of the two fiscal years.

C. Budget Adjustment for Sheriff's Office to Purchase Body Worn Cameras with Grant Award

Departments: Sheriff's Office

This is a budget adjustment for a grant award increase from the US Department of Justice of \$56,000. At Mid-Year Budget, the Board of Supervisors approved acceptance of the Body Worn Camera Grant in the amount of \$18,000. Subsequent to Mid-Year, the Sheriff's Office was awarded an additional \$54,000, bringing the total grant amount to \$72,000.

Recommended Action: Approve budget adjustment for FY 2023-24 as requested or amended, (4/5 vote required)

Fiscal Impact: There is no impact to the general fund. This adjustment increases both revenues and expenditures by \$56,000 for the purchase of body worn cameras.

D. List of Projects for Fiscal Year 2024-2025 Funded by SB1 Fund

Departments: Public Works

Proposed "Resolution of the Mono County Board of Supervisors Adopting a List of Projects for Fiscal Year 2024-2025 Funded by SB1: The Road Repair and Accountability Act of 2017"

Recommended Action: Adopt proposed resolution.

Fiscal Impact: The estimate for Mono County SB1/Road Maintenance and Rehabilitation Account (RMRA) funding for the upcoming fiscal year 24/25 is \$2,536,891. This funding in addition to funds remaining from previous fiscal

years will be applied to the projects listed in the attached resolution for Board approval.

E. Budget Adjustment for Mono County Recreation Division to Purchase Trail Counters

Departments: Public Works - Recreation

The Recreation division is in need of data collection equipment, which is a valid Local Transportation Committee (LTC) expenditure. There is an excess of LTC funds available that needs to be drawn down before June 30, 2024. The Recreation budget remaining for FY 23/24 currently does not have enough funds to cover the cost of the data collection equipment; this item is to ask the Board to approve the ATR that would put enough money into the Recreation Minor Equipment account that could then be used to complete the purchase.

Recommended Action: Approve budget adjustment for FY 2023-24 as requested or amended, (4/5 vote required).

Fiscal Impact: The appropriation increase of \$16,000 in the Recreation Budget to acquire equipment is funded with a one-time revenue transfer from the Mono County Local Transportation Commission.

F. Approval of Updates to Existing County Job Descriptions and Changes to the Allocation List

Departments: Human Resources

Approval of updates to existing County Job Descriptions and changes to the Allocation List; and request the Board of Supervisors direct the County Administrative Officer or designee to approve future updates to existing County Job Descriptions.

Recommended Action: Approval of updates to existing County Job Descriptions and changes to the Allocation List; and request the Board of Supervisors direct the County Administrative Officer or designee to approve future updates to existing County Job Descriptions.

Fiscal Impact: None.

G. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 4/30/2024.

Recommended Action: Approve the Treasury Transaction Report for the month ending 4/30/2024.

Fiscal Impact: None

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Resolution Accepting Donation of Property in Walker, CA

Departments: County Counsel

10 minutes

(Christopher Beck, County Counsel) - Proposed Resolution of the Board of Supervisors of the County of Mono Authorizing the Receipt by Donation of Real Property on Eastside Lane in Walker California, identified as APN:002-460-056 and 002-460-055; Finding that the Acceptance is Exempt from Review Under the California Environmental Quality Act; and taking related actions.

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

Fiscal Impact: Acceptance of the donation provides Mono County the opportunity to pursue affordable housing projects with no cash outflow for the purchase of land. The conversion to public ownership results in the loss of approximately \$1,000 of property tax revenues of which the County receives \$300.

B. Workshop on Broadband Prioritization in Mono County

Departments: Clerk of the Board, Sponsored by Chair Peters

30 minutes (15 minute presentation; 15 minute discussion)

(Scott Armstrong, Regional Broadband Coordinator) - Workshop and presentation from Scott Armstrong, Regional Broadband Coordinator, on broadband project area prioritization.

Recommended Action: Provide Board direction regarding broadband prioritization within Mono County.

Fiscal Impact: None.

C. Southern California Edison (SCE) to update the Mono County Board of Supervisors on SCE's Wildfire Mitigation Plan (WMP) activities including Public Safety Power Shutoffs (PSPS) and Federal Energy Regulatory Commission (FERC) hydroelectric project relicensing (Rush Creek, Lee Vining, Lundy)

Departments: County Counsel

30 minutes

(Matthew Paroulo, Southern California Edison) - Southern California Edison (SCE) to update the Mono County Board of Supervisors on SCE's Wildfire

Mitigation Plan (WMP) activities including Public Safety Power Shutoffs (PSPS) and Federal Energy Regulatory Commission (FERC) hydroelectric project relicensing (Rush Creek, Lee Vining, Lundy)

Recommended Action: None - Information Only.

Fiscal Impact: None.

D. Mono County Jail Facility - Update

Departments: Public Works

10 minutes

(Paul Roten, Public Works Director) - Presentation regarding the progress in constructing a new Mono County Jail on Twin Lakes Road in Bridgeport.

Recommended Action: None, informational only.

Fiscal Impact: None.

E. Proposition 68 Deed Restrictions

Departments: Public Works

10 minutes

(Paul Roten, Public Works Director) - Deed restrictions for the Walker and Bridgeport Parks are necessary for receipt of Proposition 68 Per Capita Grant funds approved by the Board on January 21, 2020. This item requests signatures on two deed restrictions, having a time limit of 25 to 30 years. The deed restrictions ensure the parks are not sold or leased after completion of the Proposition 68 Grant Improvements.

Recommended Action: Approve both Deed Restrictions for Walker and Bridgeport Parks and Board Chair to sign on behalf of the County.

Fiscal Impact: Proposition 68 per capita grant funding will be forfeited absent the deed restricting.

F. Recreation Overall Work Plan Fiscal Year 2024-25

Departments: Public Works - Recreation

30 minutes

(Marcella Rose, Sustainable Recreation Coordinator) - Presentation by Marcella Rose, Sustainable Recreation Coordinator for Mono County Recreation, regarding the Overall Work Plan for Fiscal Year (FY) 2024-25.

Recommended Action: Approve the Overall Work Plan for the Recreation Division for FY 2024-25, as presented or amended. Provide any desired direction to staff.

**G. Fiscal Impact: None.
Agreement Regarding Terms and Conditions of Employment for Assistant County Counsel**

Departments: County Counsel

5 minutes

(Christopher Beck, County Counsel) - Proposed resolution approving the terms and conditions of employment of Emily R. Fox as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve proposed Resolution, Approving the terms and conditions of employment with Emily R. Fox as Assistant County Counsel, 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 \$14,212, of which \$10,732 is salary and \$3,481 is benefits. The total cost of salary and benefits for an entire fiscal year is \$199,520, of which \$150,654 is salary and \$48,865 is benefits. This is included in the Department's FY 2023-24 adopted budget and FY 2024-25 requested budget.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Christopher Beck, Janet Dutcher, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Exposure to Litigation

Departments: County Counsel

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

C. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Board of Supervisors

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Chair Peters

SUBJECT Coleville High School Girls Softball State Championship Recognition

AGENDA DESCRIPTION:

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

A proclamation of the Mono County Board of Supervisors recognizing the Coleville High School Girls Softball team winning the Nevada Interscholastic Activities Association (NIAA) State Championship.

RECOMMENDED ACTION:

Adopt proposed proclamation, recognizing the Coleville High School Girls Softball team winning the NIAA State Championship.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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|---|
| <p>Click to download</p> <p> Proclamation</p> |
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History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 5/28/2024 3:42 PM | County Counsel | Yes |
| 5/29/2024 1:38 PM | Finance | Yes |
| 5/30/2024 10:15 AM | County Administrative Office | Yes |



**MONO COUNTY BOARD OF SUPERVISORS
PROCLAMATION RECOGNIZING THE 2024 COLEVILLE HIGH
SCHOOL GIRLS' SOFTBALL TEAM NIAA STATE CHAMPIONSHIP**

WHEREAS, on May 18, 2024, Coleville High School's Softball team, the Lady Wolves, defeated the Pahrnagat Valley Panthers from Alamo, NV with a score of 10-4 to win the 2024 Nevada Interscholastic Activities Association (NIAA) Class 1A Girls Softball State Championship in Fernley, NV; and

WHEREAS, the championship team members are Stephanie Gutierrez Rodriguez, Madison Gridley, Emma Harshman, Bobbie Harper, Nataly Barajas, Leslie Acero, Olivia Martinez, Yasminne Acero, Rhiannon French, and Kaelyn Lange (aka "THE FINE 10"); and

WHEREAS, the coaches that led the Lady Wolves to victory are Zaira Gonzales (Head), Anthony Lange (Assistant), Lou Vega (Assistant); and

WHEREAS, this state championship victory is not just a testament to their skills on the field but also to the unique qualities that make this team truly special; and

WHEREAS, from the powerhouse hitters to the masterful pitcher, from the base runners to the rock-solid defenders, each one of them brought something irreplaceable to the team. Their diversity in strengths and playing styles is not a challenge but a source of strength. It is what allowed them to adapt and excel in any situation that came their way; and

WHEREAS, this is the 5th NIAA Softball State Championship victory for the Lady Wolves (1996, 1998, 2000, 2023, and 2024); and

NOW, THEREFORE, BE IT PROCLAIMED, the Mono County Board of Supervisors hereby recognize and honor the Coleville High School Girls' Softball team for winning the 2024 NIAA State Championship Class 1A.

APPROVED AND ADOPTED this 4th day of June 2024, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Lynda Salcido, Supervisor District #5



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Behavioral Health

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robin Roberts, Behavioral Health
Director

SUBJECT Proclamation Designating June 2024
as Pride Month

AGENDA DESCRIPTION:

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

June is national Pride Month. This proclamation recognizes that Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual Plus community members enrich our community, and raises awareness about the systemic discrimination experienced by the Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual Plus community.

RECOMMENDED ACTION:

Adopt proposed proclamation designating June 2024 as Pride Month, receive report on activities planned to recognize Pride Month. Provide any desired direction to staff.

FISCAL IMPACT:

None

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: 760-924-1754 / agreenberg@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| <p>Click to download</p> <p> Proclamation</p> |
|---|

History

| Time | Who | Approval |
|--------------------|----------------|----------|
| 5/21/2024 10:34 AM | County Counsel | Yes |

5/16/2024 1:39 PM

Finance

Yes

5/30/2024 10:21 AM

County Administrative Office

Yes



JUNE 2024
**TWO-SPIRITED, LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER,
INTERSEX, ASEXUAL PLUS PRIDE MONTH PROCLAMATION**

WHEREAS, Mono County Behavioral Health strives to promote the principles of equality, inclusion, and justice for all people, recognizing that the diversity of our communities is one of our greatest strengths; and

WHEREAS, all people regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or physical challenges have the right to be treated on the basis of their intrinsic value as human beings; and

WHEREAS, Mono County Behavioral Health accepts and welcomes people of diverse backgrounds and believes a diverse population leads to a more vibrant community; and

WHEREAS, the Two-Spirited, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual Plus communities contribute to the cultural, civic and economic successes of Mono County; and

WHEREAS, while we as a society at large are slowly embracing new definitions of sexuality and gender we must also acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, we acknowledge that the Two-Spirited, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual Plus community has faced and continues to face systematic discrimination including restricted rights, social stigma, challenges accessing healthcare and other basic services, and who also suffer startling rates of violence, including suicide; and

WHEREAS, the mission of Mono County Behavioral Health is to encourage healing, growth, and personal development through whole person care and community connectedness; and

WHEREAS, Mono County Behavioral Health aims to help build a community in which businesses, schools, partner agencies, healthcare providers, and residents understand that they have the power to positively impact the mental health and well-being of our gender and sexuality minority members.

WHEREAS, Mono County observes June as a time to celebrate our dynamic Two-Spirited, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual Plus community, raise awareness of quality services, and foster a dialogue to promote healthy, safe, and prosperous climates and communities for all; and



NOW, THEREFORE, the Mono County Board of Supervisors proclaims June 2024 as Two-Spirited, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual Plus Pride Month and encourages our residents to reflect on the ongoing struggle for equality members of the Two-Spirited, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual Plus community face and celebrate the contributions that enhance our county. Additionally, the Board celebrates the hard work and dedication of the Behavioral Health Department in addressing the inclusion of Two-Spirited, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual Plus communities through their monthly outreach programs, the 4th Annual Pride BBQ., partnering with community-based organizations such as Eastern Sierra Pride and Mountain Queers, and supporting the annual Eastern Sierra Pride Festival. Finally, the Board of Supervisors calls upon all members of our communities to recommit to increasing awareness and understanding of our Two-Spirited, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual Plus community members.

APPROVED AND ADOPTED this 4th day of June 2024, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Lynda Salcido, Supervisor District #5



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Health and Human Services

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Krista Cooper, Adult Services
Manager

SUBJECT Proclamation Designating June 2024
as Elder Abuse Awareness Month

AGENDA DESCRIPTION:

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

Every year an estimated 5 million, or 1 in 10 older Americans are victims of elder abuse, neglect, or exploitation. In designating June 2024 as Elder Abuse Awareness Month, Mono County joins the national movement to educate on the topic of elder abuse awareness and discuss how to recognize, and report elder abuse.

RECOMMENDED ACTION:

Adopt proposed proclamation designating June 2024 as Elder Abuse Awareness Month, receive report on activities planned to recognize Elder Abuse Awareness Month. Provide any desired direction to staff.

FISCAL IMPACT:

None

CONTACT NAME: Krista Cooper

PHONE/EMAIL: 760-924-1762 / kcooper@mono.ca.gov

SEND COPIES TO:

kcooper@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| <p>Click to download</p> <p> Elder Abuse Awareness Proclamation</p> |
|---|

History

| Time | Who | Approval |
|-------------------|----------------|----------|
| 5/29/2024 4:03 PM | County Counsel | Yes |

5/29/2024 1:38 PM

Finance

Yes

5/30/2024 10:20 AM

County Administrative Office

Yes



***MONO COUNTY BOARD OF SUPERVISORS
JUNE 2024 ELDER ABUSE AWARENESS MONTH PROCLAMATION***

WHEREAS, Mono County’s elders deserve to be treated with respect and dignity, to enable them to continue to live independently, to serve as leaders, mentors and volunteers who contribute to the vitality of the community and their families; and

WHEREAS, people 60 years or older make up about 15% of the population in Mono County, and are living longer and growing as a total percentage of the population within California and the United States; and

WHEREAS, Mono County Adult Protective Services receives approximately 60 reports of concern a year involving elders who may be impacted by neglect, abuse, and financial exploitation and responds by investigating reports, providing supportive case management, and collaborating with community partners; and

WHEREAS, the Mono County District Attorney’s Office, Sheriff’s Office, and Mammoth Lakes Police Department are dedicated to protecting elders by promoting individual and public safety and justice; and

WHEREAS, the Eastern Sierra Area Agency on Aging and the Long-Term Care Ombudsman Programs are committed to working with community partners to raise awareness, increase reporting of elder abuse, and provide advocacy services to elders, including residents of long-term care facilities who are victims of elder abuse, neglect, and financial exploitation; and

WHEREAS, to join us by wearing purple on June 15th, World Elder Abuse Awareness Day to bring community wide awareness about preventing abuse.

NOW, THEREFORE, the Mono County Board of Supervisors hereby proclaims June 2024 as Elder Abuse Awareness Month in Mono County and encourages everyone to recognize and celebrate elders and their ongoing contributions to the success and vitality of our county.

APPROVED AND ADOPTED this 4th day of June 2024, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Lynda Salcido, Supervisor District #5



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Letter - Congressman Kiley

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Thank you letter to Congressman Kiley from Chair Peters regarding the recognition of Dick Burbine, review of the California Radio Interoperable System (CRIS) Program, and the assistance with the reopening of the Bridgeport Post Office.

RECOMMENDED ACTION:

Approve Chair Peters to sign thank you letter.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| <p>Click to download</p> <p> Letter</p> |
|---|

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 5/30/2024 1:47 PM | County Counsel | Yes |
| 5/30/2024 3:24 PM | Finance | Yes |
| 5/30/2024 4:10 PM | County Administrative Office | Yes |



Jennifer Kreitz-District One Rhonda Duggan-District Two Bob Gardner-District Three
John Peters-District Four Lynda Salcido-District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Queenie Barnard, Clerk of the Board

June 4, 2024

The Honorable Kevin Kiley
United States House of Representatives
1032 Longworth House Office Building
Washington, DC 20515

Dear Congressman Kiley,

We are writing to express our sincere gratitude for your visit to Mono County over Memorial Day weekend. We sincerely appreciate you recognizing Dick Burbine, a longstanding member of our community and a veteran of World War II and the Korean War. Mr. Burbine has long been a pillar of support and service in Mono County, and your recognition of his efforts was greatly appreciated.

Additionally, we are grateful for your visit to the Bridgeport Fire District to review the California Radio Interoperable System (CRIS) Program. This program is vital to enhancing our emergency response capabilities, ensuring that our first responders can communicate effectively during critical situations. Your interest and support in reviewing this program reaffirm our shared commitment to public safety and community well-being.

Finally, we appreciate all of your efforts to assist us in reopening the Bridgeport Post Office. We are glad you were able to see the final product as the post office serves as a crucial hub for our community, and your presence underscored its importance.

We greatly appreciate your ongoing support and the time you took to engage with the people and places that make Mono County unique. Your visit has left a positive impact, and we are encouraged by your commitment to addressing the needs of our community.

Thank you once again for your dedication and for taking the time to visit us. We look forward to continuing to work together to improve the lives of those in Mono County.

Sincerely,

**SUPERVISOR JOHN PETERS
MONO COUNTY BOARD CHAIR**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Substance Use Prevention,
Treatment, and Recovery Services
Block Grant (SUBG) Biennial
Application

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Grant application to the Department of Health Care services for the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG).

RECOMMENDED ACTION:

Approve and authorize Behavioral Health Director to sign the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) Biennial Funding Allocation & Application Instructions for State Fiscal Years 2024-2025 and 2025-2026 in substantively the same form from the Department of Health Care Services for the period of July 1, 2024 through June 30, 2026 and a not-to-exceed amount of \$844,314.

FISCAL IMPACT:

This grant will provide approximately \$844,314 in funding to pay for substance use disorder treatment and prevention services over the next two fiscal years (July 1, 2024 through June 30, 2026), with a proposed allocation of \$422,157 in each of the two fiscal years.

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: 760-924-1754 / agreenberg@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| Staff Report |
| SUBG Contract Enclosure 1 |
| SUBG Contract Enclosure 2 |

[SUBGContract_Enclosure 3](#)

[SUBGContract_Enclosure 4](#)

[SUBGContract_Enclosure 5](#)

[SUBGContract_Enclosure 6](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 5/29/2024 4:24 PM | County Counsel | Yes |
| 5/29/2024 1:52 PM | Finance | Yes |
| 5/30/2024 10:44 AM | County Administrative Office | Yes |



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors
FROM: Robin K. Roberts, Behavioral Health Director
DATE: June 4, 2024

SUBJECT:

Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG)
Biennial Application

DISCUSSION:

The California Department of Health Care Services (DHCS) administers the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG), which is a federal award within the meaning of Title 45, Code of Federal Regulations, Part 75. This contract is a subaward of the federal award to DHCS. Mono County Behavioral Health (MCBH) utilizes this annual grant to pay for such services as individual and group substance use disorder (SUD) treatment, costs related to in-patient treatment, Narcan distribution, youth after-school programming, school-based prevention programming, and other community-based prevention programs. MCBH requests that the Board of Supervisors approve the Behavioral Health Director to sign in substantively the same form because the Department expects some minor shifts in application materials in the next two weeks.

SUBMITTED BY:

Amanda Greenberg, Program Manager, Behavioral Health, Contact: 760.924.1754

**Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG)
Biennial Funding Allocation & Application Instructions
State Fiscal Years 2024-25 and 2025-26**

Mono

| | |
|---|-------------|
| County Name | Date |
| Entity Data Detail.pdf document included | |
| Unique Entity Identifier Number | |

Proposed Total Allocation

| SUBG General Allocation | SFY 2024-25 | SFY 2025-26 |
|--|--------------------|--------------------|
| Discretionary Allocation | \$316,618.00 | \$316,618.00 |
| Perinatal Set-Aside | \$0.00 | \$0.00 |
| Adolescent/Youth Set-Aside | \$0.00 | \$0.00 |
| Syringe Services Program (SSP) Allowance | \$126,647.20 | \$126,647.20 |

| SUBG Prevention Allocation | SFY 2024-25 | SFY 2025-26 |
|-----------------------------------|--------------------|--------------------|
| Prevention Set-Aside | \$105,539.00 | \$105,539.00 |

The county requests SUBG funding pursuant to the terms and conditions of this application and its associated instructions, enclosures, and attachments. These funds will be subject to all applicable administrative requirements, cost principles, and audit requirements that govern federal monies associated with the SUBG set forth in the Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, as codified by the U.S. Department of Health and Human Services in 45 CFR Part 75.

These estimates are the proposed total allocations for State Fiscal Years (SFY) 2024-25 and 2025-26 and are subject to change based on the level of appropriation approved in the State Budget Act of 2024 and State Budget Act of 2025. In addition, this amount is subject to adjustments for a net reimbursable amount to the county. These adjustments include but are not limited to, Federal Deficit Reduction Act reductions, prior year audit recoveries, legislative mandates applicable to categorical funding, augmentations, etc. The net amount reimbursable will be reflected in reimbursable payments as the specific dollar amounts of adjustments become known for each county.

The county will use this estimate to build the county’s SFY 2024-25 and SFY 2025-26 budget for the provision of alcohol and drug services.

| | |
|-------------------------------|-------------|
| | |
| Authorized Signature | Date |
| | |
| Printed Name and Title | |

The SUBG County Application must include the following:

1. **Signed Enclosure 1- Allocation**
2. **Signed Enclosure 4 – Certification Regarding Lobbying**
3. **Enclosure 5 – Attachment I & II (If applicable)**
4. **Detailed Budget**

a) **SUBG General Allocation**

Please complete one detailed budget per program in the Excel County Workbook template provided. Examples of programs include the SUBG Discretionary allocation, the Perinatal Set-Aside, the Adolescent and Youth Treatment Program Set-Aside, and any other SUBG-funded programs or initiatives administered by the county. Additional information regarding other SUBG-funded programs or initiatives can be found in Enclosure 2.

b) **SUBG Prevention Allocation**

Counties will complete one SUBG Prevention County Workbook for prevention programs for SFY 2024-25 (Tab 1) and SFY 2025-26 (Tab 2), which will include county-level direct costs and expenses, indirect costs, itemized staffing details and total agreement amounts for Primary Prevention Set-Aside funded contractors.

If the county elects to leverage SUBG Discretionary funds to support its comprehensive prevention program, the county is required to complete Discretionary for Pv (Tab 3) in the SUBG Prevention Allocation County Workbook. The budget details for Tab 3 can be extracted from the SUBG SFY 2024-25 General County Workbook within the SUBG General Allocation application package.

Please note: The dollar amount indicated on Discretionary for Pv (Tab 3) must align exactly with the dollar amount listed in the SUBG General County Workbook.

5. **Program Narrative**

a) **SUBG General Allocation**

Each Detailed Budget must have a corresponding Program Narrative—please ensure the document and program titles of the Budget and the Narrative correspond (see DHCS Narrative Template). All Program Narratives must be completed on the DHCS Narrative Template. This template may not be altered in any way (including reordering, renumbering, or changing the formatting). Responses should be placed in the text boxes, drop-down menus, or tables as indicated.

All Program Narratives must span the entire application period from July 1, 2024 through June 30, 2026. Each Program Narrative must identify and specify the

activities to occur within each SFY (2024-25 and 2025-26) of the biennial period. Counties should not submit separate Program Narratives for each SFY.

Each Program Narrative must include the following sections lettered and in the same order as below in bold:

- **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose or goals of the program.
- **Program Description:** specifies what is being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.
- **Evidence-Based Practices:** provide a list of evidence-based practices that will be implemented in this program.
- **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.
- **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services in the county; also report on advances made to promote and sustain a culturally competent system.
- **Target Population and Service Areas:** specifies the populations or service areas that your SUBG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SUBG funds. The SUBG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.
- **Staffing:** SUBG positions must be listed in this section and must match the submitted budgets, including FTE. First, identify the position title. Next, list the grant-specific duties this position will perform. Then, identify the percentage of FTE which will be funded by SUBG dollars (in decimals, and no greater than 1.0). Finally, list the number of positions associated with this position title, grant-specific duty summary, and FTE.
- **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the "program is fully implemented".
- **Program Evaluation Plan:** for monitoring progress toward meeting the program's objectives, including frequency and type of internal review, frequency of data collection and analysis, type of data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.
- **Syringe Services Program (optional):** describe the SSP's operation model, activities to be performed, the SSP's current training and technical assistance

needs, how the SSP is authorized, and how the SSP collaborates with other healthcare providers.

b) SUBG Prevention Allocation

- **SUBG Prevention Logic Model:** Counties will complete one county-wide logic model in the Prevention Allocation application package. The logic model has been made available in Word Format to allow counties to copy existing logic models from existing DHCS-approved local Strategic Prevention Plans. Counties will asterisk (*) modifications to their problem statements, contributing factors, goals, and/or objectives from the prior county-approved prevention plan and include a brief justification for those modifications. For new priority areas that were not in the county's most current prevention plan, the county will create a new logic model and include a brief justification. If there are no changes besides date changes, the county will enter N/A in the justification section. The completed SUBG County Application must be submitted electronically in their entirety consisting of both the SUBG General Allocation package and the SUBG Prevention Allocation package.

Please ensure that the program workbooks are submitted in Excel format and that the corresponding narratives are in Word format. Both applications must be zipped and submitted in a single email to SUBG@dhcs.ca.gov and DHCSPrimaryPvServices@dhcs.ca.gov no later than the close of business on Friday, **May 31, 2024**.

Please direct any inquiries regarding the SUBG General Allocation package to SUBG@dhcs.ca.gov. Any inquiries regarding the SUBH Prevention Allocation package should be directed to DHCSPrimaryPvServices@dhcs.ca.gov.

**Substance Use Prevention, Treatment, and Recovery Services Block
Grant (SUBG) State Fiscal Years 2024-25 and 2025-26 Program
Specifications**

I. Services

1. Formation and Purpose

Pursuant to United States Code (USC), Title 42, section 300x et seq., the State of California has been awarded the federal Substance Use Prevention, Treatment and Recovery Services Block Grant funds (known as SUBG). County Alcohol and Other Drug Programs utilize SUBG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care (SOC) programs.

County shall submit its Request for Application (RFA) responses and required documentation specified in Department of Health Care Services (DHCS) RFA to receive SUBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures, and attachments. Revision of existing, or incorporation of new instructions, enclosures, and attachments into this Agreement shall not require a formal amendment of the county's performance contract.

If the county applies for, and DHCS approves its request to receive SUBG funds, the RFA, county's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference to the county's performance contract, as required and defined by Welfare and Institutions Code (WIC) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (CCR), Title 9, section 3310. County shall comply with all provisions of the RFA and the County's RFA responses.

A. Control Requirements

1. Performance under the terms of this Enclosure is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SUBG allocation pursuant to Health and Safety Code (HSC) Sections 11814(a) and (b), County shall: (i) establish, and shall require its subcontractors to establish, written policies and procedures consistent with the control requirements set forth below; (ii) monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS against the County and its subcontractors for any failure to comply with these requirements:
 - a. HSC Division 10.5, Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.
 - b. HSC Division 10.5, Part 2, Chapter 7.1 Certification of Alcohol and Other Drug Programs commencing with Section 11832.
 - c. CCR, Title 9, Division 4, commencing with Chapter 1 (herein referred to as Title 9).

- d. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.
- e. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.
- f. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Use.
- g. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- h. Title 45, CFR Part 96, Block Grants.
- i. Title 42, CFR Part 2, Confidentiality of Substance Use Disorder Patient Records.
- j. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.
- k. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.
- l. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures.

County shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

2. The provisions of this Enclosure are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Agreement.
3. County shall adhere to the applicable provisions of Title 45, CFR, Part 75 and Part 96 in the expenditure of SUBG funds.
4. County and all its subcontractors that provide outpatient SUD treatment services shall obtain Alcohol and Other Drug (AOD) Program Certification by January 1, 2025 through DHCS' Licensing and Certification Division. This new requirement has been set forth in accordance with a recent update to Cal. Health & Safety Code § 11832 for all outpatient SUD treatment programs that provide SUD treatment services.
5. County and all its subcontractors shall comply with the AOD Program Certification Standards for all outpatient Substance Use Disorder (SUD) treatment programs. [Alcohol and other Drug Program Certification Standards](#)

2. General Provisions

A. Restrictions on Salaries

County agrees that no part of any federal funds provided under this Agreement shall be used by the county or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule, as found online at:

https://grants.nih.gov/grants/policy/salcap_summary.htm

B. Prevention Set-Aside

The SABG regulation defines “Primary Prevention Programs” as those programs “directed at individuals who have not been determined to require treatment for substance abuse” (45 CFR 96.121), and “a comprehensive prevention program which includes a broad array of prevention strategies directed at individuals not identified to be in need of treatment” (45 CFR 96.125). Primary prevention includes strategies, programs, and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic Alcohol and Other Drug (AOD) availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families, and communities. The County shall expend not less than its allocated amount of the SABG Primary Prevention Set-Aside funds on primary prevention activities as described in the SABG requirements (45 CFR 96.125).

For the Primary Prevention portion of the SUBG Application, the county is required to submit the enclosed two-part application template that includes:

1. **Part 1-** SUBG Prevention Logic Model

The Logic Model is part of the Prevention portion of the SUBG application. The logic model must clearly describe the program's goals, or intended outcomes, and the steps necessary to achieve them under the theory of change. DHCS will only approve logic models that are complete and demonstrate that the County utilized the theory of change.

Guidance can be found at: <https://www.ca-cpi.org/wp-content/uploads/2022/04/SPP-Workbook-2021.pdf>

The Prevention 101 webinar on Logic Models through Advance Behavioral Health California. To register for the Logic Model webinar, please visit: https://events-na6.adobeconnect.com/content/connect/c1/1417634307/en/events/event/shared/1462546707/event_registration.html?sco-id=1714096220& charset =utf-8

Prevention Programs/Services list that identifies the programs and services the county plans to implement. The list should indicate the responsible agency for each program or service.

2. **Part 2:** Primary Prevention Workbook

Tabs 1 and 2 (Primary Prevention Budget SFY 2024-25 and SFY 2025-26) – The Primary Prevention Budget must report all salaries for positions directly and indirectly supporting the county prevention program, subcontracts including those subcontracted to perform primary prevention services, and other direct and indirect costs proposed to support the county primary prevention program.

Tab 3 (Discretionary funds for Prevention) – This tab will only be completed if the county elects to support its prevention program with SUBG Discretionary funds. The Discretionary Tab for Prevention requires the county to report a summary of all salaries for county-level prevention staff, prevention subcontractors, and other costs from the SUBG Discretionary funds proposed to support the county's prevention program. The budget details for Tab 3 can be extracted from the SUBG SFY 2024-25 and SFY 2025-26 General County Workbooks within the SUBG General Allocation application package.

Please note: The dollar amount indicated on the Discretionary for PV (Tab 3) must align exactly with the dollar amount listed in the SUBG General County Workbooks.

C. Perinatal Practice Guidelines

County shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines as listed online:
<https://www.dhcs.ca.gov/individuals/Pages/Perinatal-Services.aspx>

The county shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. County must adhere to the Perinatal Practice Guidelines, regardless of whether the county exchanges perinatal funds for additional discretionary funds.

- D. Funds identified in this Agreement shall be used exclusively for county alcohol and drug use services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance use described in subchapter XVII of Chapter 6A of Title 42, the USC.
- E. Room and Board for Transitional Housing, Recovery Residences, and Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment County may use SUBG discretionary funds, or SUBG perinatal funds (for perinatal beneficiaries only), to cover the cost of room and board of residents in short term (up to 24 months) transitional housing and recovery residences.

SUBG discretionary funds, or SUBG perinatal funds (for perinatal beneficiaries only), may also be used to cover the cost of room and board of residents in DMC-ODS residential treatment facilities. For specific guidelines on the use of

SUBG funds for room and board, please refer to the SUBG Policy Manual.

F. Cost-Sharing Assistance

1. Definition

“Cost-sharing” means the share of costs paid out of pocket by an individual. Block grant funds may be used to cover health insurance deductibles, coinsurance, and copayments, or similar charges to assist eligible individuals in meeting their cost-sharing responsibilities. Cost-sharing assistance does not include premiums, balance billing amounts for non-network providers, or the cost of non-covered services.

2. Cost-Sharing Assistance Procedures and Policies

- a. Cost-sharing assistance for private health insurance with SUBG may only be used with a DHCS-approved SUBG County Application.
- b. To utilize cost-sharing assistance, providers must be a subrecipient of block grant funds, and cost sharing must be a block grant authorized service.
- c. Providers must have policies and procedures for cost-sharing assistance for private health insurance, to include how individuals will be identified as eligible, how cost sharing will be calculated, and how funding for cost sharing will be managed and monitored.
- d. Mechanisms must be in place to verify insurance coverage and applicable deductibles or coinsurance, or copayment parameters and amounts applicable to that policy before insurance participation.
- e. Cost-sharing assistance must be authorized in the networks' provider contract, for helping individual clients pay for cost sharing for SUBG authorized services, if appropriate and cost effective.
- f. Providers shall take into consideration the availability of other sources of funding for medical coverage (e.g., Medi-Cal, CHIP, workers compensation, Social Security Income (SSI), Medicare, and Veterans Affairs (VA)) and cost-sharing assistance when determining how to operationalize a cost-sharing assistance program.

- g. Providers must have the ability to determine the cost-sharing amounts for deductibles, coinsurance, and copayments to assist eligible clients in meeting their cost-sharing responsibilities under a health insurance or benefits program.
- h. Payments are to be made directly to the provider of service. It is prohibited to make cash payments to intended recipients of health services.
- i. Providers must be able to determine if the individual is eligible for cost-sharing assistance and the allowable amount.
- j. Facilities providing SUD services to individuals seeking SUBG-funded cost-sharing support must maintain a contract with county. All reimbursements to the provider are to be based on the standard contracted rate with that facility, not the rate reimbursed to the provider from the insurance carrier.

3. Individual Financial Eligibility

- a. Document the evidence that an individual's gross monthly household income is at or below 138% of the Federal Poverty Level (FPL) Guidelines.
- b. Conduct an inquiry regarding each individual's continued financial eligibility no less than once each month.
- c. Document the evidence of each financial screening in individual's records.

4. Individual Cost-Sharing Allowable Amount

- a. Individual's insurance deductible for block grant authorized services is allowable only when the provider is able to determine the balance of the deductible owed. The provider may request the individual contact their insurer upon check-in to confirm the deductible amount owed. Payments for an insured client are applied to the actual cost of treatment, up to, but not to exceed the amount of the deductible obligation or the treatment provided, whichever is less. Payment towards a deductible cannot be paid outside of the direct payment for treatment nor exceed the cost of treatment provided.
- b. Individual's coinsurance for block grant authorized services is allowable only when the provider is able to verify the coinsurance amount.

- c. Individual's insurance copayment for block grant authorized services is allowable only when the provider is able to determine the copayment amount. The amount of the copayment shall not exceed the total cost of behavioral health service.
- d. Providers must document the evidence of each deductible, coinsurance, and copayment amount in an individual's records.
- e. Insurance deductibles are generally applicable to the calendar year. The potential exists for an individual to seek financial assistance from SUBG funds for deductibles applicable to two separate insurance periods during a fiscal period. All the above requirements apply to lending support for multiple requests of assistance in a fiscal period.

5. Monitoring

- a. Counties will perform oversight of contracted providers to ensure compliance with the terms set forth in this Enclosure. Additionally, counties shall submit an annual report at the end of each state fiscal year in conjunction with the final quarterly invoice, which shall contain the following information:
 - i. A list of contracted providers who have received cost-sharing funds;
 - ii. The number of individuals provided cost-sharing assistance; and
 - iii. The total dollars paid for cost sharing.
- b. DHCS will monitor the counties' corresponding policy and cost sharing records in respect to contracted provider monitoring with the appropriate recommendations, findings, or corrective action required in performance improvement projects.

G. Syringe Services Programs (SSPs)

1. Procedures and Policies

- a. California permits counties to use up to forty percent of their total SFY SUBG discretionary allocation to support existing SSPs, or to establish a new SSP.
- b. County use of SUBG funds to support SSPs is voluntary.
- c. Participating counties must comply with all relevant block grant laws and regulations. Participating counties must submit a program narrative for the SSP. In addition, counties must submit the attestation and certification forms included in Enclosure 6, and follow all additional federal laws and regulations concerning SSPs as detailed in Enclosure 6.

2. Claiming Reimbursement for SSP Expenses

- a. DHCS will provide counties service codes for SSP-related expenditures upon release of the first SUBG quarterly invoice each SFY. Counties must use SSP service codes to record all such expenditures in their quarterly invoices throughout the SFY. Note: Service Code 20 may not be used for SSP-related services. As with other SUBG service codes used in quarterly invoices, the SSP service codes must also be used in the SUD Cost Reporting System for final settlement of county SUBG costs.

3. Oversight

- a. DHCS will continue to monitor counties and participating programs to ensure compliance with block grant laws and regulations, and SSP-specific requirements. These laws and regulations are inclusive of 45 CFR §96.128, 45 CFR §96.135 regarding restrictions on grant expenditures, and 45 CFR §96.137 regarding payment.

H. Restrictions on Use of SUBG Funds to Pay for Services Reimbursable by Medi-Cal

1. The county shall not utilize SUBG funds to pay for a service that is reimbursable by Medi-Cal.
2. The county may utilize SUBG funds to pay for a service included in the California State Plan or the Drug Medi-Cal Organized Delivery System (DMC-ODS), but which is not reimbursable by Medi-Cal.
3. If the county utilizes SUBG funds to pay for a service that is included in the California State Plan or the DMC-ODS, the county shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.

2. Performance Provisions

A. Monitoring

1. County's performance under the Performance Contract and the SUBG County Application shall be monitored by DHCS during the term of the Performance Contract. Monitoring criteria shall include, but not be limited to:
 - a. Whether the quantity of work or services being performed conforms to Enclosures 2, 3, 4, 5, and 6.
 - b. Whether the county has established and is appropriately monitoring quality standards.
 - c. Whether the county is abiding by all the terms and requirements of this Agreement.
 - d. Whether the county is abiding by the terms of the Perinatal Practice Guidelines.

- e. Whether the county conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. County shall submit copy of its monitoring and audit reports to DHCS within two weeks of issuance. Reports shall be sent via MOVEit Secure Managed File Transfer system specified by DHCS.
2. Failure to comply with the above provisions shall constitute grounds for DHCS to suspend or recover payments, subject to the county's right of appeal, or may result in termination of the Agreement, or both.

B. Performance Requirements

1. County shall provide services based on funding set forth in this application and under the terms of this agreement.
2. County shall provide services to all eligible persons in accordance with state and federal statutes and regulations. County shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
 - a. Lack of educational materials or other resources for the provision of services.
 - b. Geographic isolation and transportation needs of persons seeking services or remoteness of services.
 - c. Institutional, cultural, and ethnicity barriers.
 - d. Language differences.
 - e. Lack of service advocates.
 - f. Failure to survey or otherwise identify the barriers to service accessibility.
 - g. Needs of persons with a disability.
3. County shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the list of Documents Incorporated by Reference in Enclosure 4 and, where applicable, Enclosure 6.
4. The funds described in this Enclosure shall be used exclusively for providing alcohol and drug program services.

DHCS shall issue a report to county after conducting monitoring, utilization, or auditing reviews of the county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a Corrective Action Plan (CAP). The county, in coordination with its subcontracted provider, shall submit a CAP to DHCS within the designated timeframe specified by DHCS. The CAP shall be sent by secure, encrypted e-mail to: SUBGCompliance@dhcs.ca.gov

5. The CAP shall:

- a. Restate each deficiency.
 - b. List all of actions to be taken to correct each deficiency.
 - c. Identify the date by which each deficiency shall be corrected.
 - d. Identify the individual who will be responsible for correction and ongoing compliance.
6. DHCS will provide written approval of the CAP to the county within 30 calendar days. If DHCS does not approve the CAP submitted by the county, DHCS will provide guidance on the deficient areas and request an updated CAP from the county with a new deadline for submission.
 7. If the county does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds until the county is in compliance. DHCS shall inform the county when funds will be withheld.

C. Sub-recipient Pre-Award Risk Assessment

County shall comply with the sub-recipient pre-award risk assessment requirements contained in 45 CFR 72.205 (HHS awarding agency review of risk posed by applicants). County shall review the merit and risk associated with all potential subcontractors annually prior to making an award.

County shall perform and document annual sub-recipient pre-award risk assessments for each subcontractor and retain documentation for audit purposes.

II. General

1. Additional Restrictions

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

2. Hatch Act

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

3. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or

alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, county agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

5. Debarment and Suspension

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a county subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

6. Restriction on Purchase of Sterile Needles

No SUBG funds made available through this Agreement shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. DHCS has allowed SUBG funds to support existing Syringe Services Programs (SSP) or to establish new SSPs; reference Enclosure 5 for allowable costs related to SSP. **No federal funds can be used to purchase sterile needles or syringes.**

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

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

A. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition, or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
2. No Additions. County hereby agrees that for the Information, it will not add

any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).
 4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).
- B. Concurrence for Test Modifications to HHS Transaction Standards

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

C. Adequate Testing

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

D. Deficiencies

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

E. Code Set Retention

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

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Agreement. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information

contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

8. Nondiscrimination and Institutional Safeguards for Religious Providers

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

9. Counselor Certification

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

10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://thinkculturalhealth.hhs.gov/clas/standards>

11. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

12. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

- A. Routinely make available TB services to individuals receiving treatment.
- B. Reduce barriers to patients' accepting TB treatment.
- C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Agreement shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

14. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within

the county geographic area. County shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the county.

15. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

16. Participation of County Behavioral Health Director’s Association of California

The County AOD Program Administrator shall participate and represent the county in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director’s Association of California.

17. Adolescent Best Practices Guidelines

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

18. Byrd Anti-Lobbying Amendment (31 USC 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

19. Nondiscrimination in Employment and Services

County certifies that under the laws of the United States and the State of California, county will not unlawfully discriminate against any person.

20. Federal Law Requirements:

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
- B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- D. Age Discrimination in Employment Act (29 CFR Part 1625).
- E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

21. State Law Requirements:

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

- D. No federal funds shall be used by the county or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the county or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

22. Additional Restrictions

- A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.
- B. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Agreement in any manner.

23. Information Access for Individuals with Limited English Proficiency

- A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

24. Subcontract Provisions

County shall include all of the foregoing Part II general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

III. Reporting Requirements

County agrees that DHCS has the right to withhold payments until county has submitted any required data and reports to DHCS.

1. The county shall complete the following:

A. SUBG Invoice.

DHCS will distribute updated SUBG Invoice Templates, instructions and tools to counties via email at least 30 days prior to the end of each quarter throughout the state fiscal year (SFY). The county shall complete the SUBG Invoice accurately reflecting the county's actual expenditures during the quarter identified on the template, sign the certification, and submit both an excel and a PDF version of the signed SUBG Invoice to DHCS at SUBG@dhcs.ca.gov. The county shall submit a SUBG Invoice no later than 45 days after the end of each quarter.

B. SUBG Quarterly Ledger Detail

DHCS will distribute updated SUBG General Ledger Templates, instructions, and tools to Counties via email at least 30 days prior to the end of each quarter throughout the SFY. The county shall complete the SUBG General Ledger Template accurately, providing the requested information to support the SUBG Invoice totals, and submit an EXCEL version of the SUBG General Ledger to DHCS at SUBG@dhcs.ca.gov. The county shall submit a SUBG General Ledger no later than 45 days after the end of each quarter.

2. California Outcomes Measurement System for Treatment (CalOMS-Tx)

The CalOMS-Tx business rules and requirements are:

- A. County shall internally comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that does. If applicable, a Business Associate Agreement (BAA) shall be established between the County and the software vendor, and the BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
- B. County shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the County subcontracts with a vendor for IT services, County is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If county changes or modifies the CalOMS-Tx IT system, then county shall re-test and pass state re-certification prior to submitting data from the new or modified system.
- C. Electronic submission of CalOMS-Tx data shall be submitted by county within 45 days from the end of the last day of the report month.
- D. County shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (<https://www.dhcs.ca.gov/provgovpart/Pages/CalOMS-Treatment.aspx>) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS Tx data collection.
- E. County shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.
- F. County shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method, as identified online at: <https://www.dhcs.ca.gov/provgovpart/Pages/CalOMS-Treatment.aspx>
- G. County shall participate in CalOMS-Tx informational meetings, trainings, and conference calls. County staff responsible for CalOMS-Tx data entry must have sufficient knowledge of the CalOMS-Tx Data Quality Standards. All new CalOMS-Tx users, whether employed by the County or its subcontractors, shall

participate in CalOMS-Tx trainings prior to inputting data into the system.

- H. County shall implement and maintain a system that complies with the CalOMS-Tx data collection system requirement for electronic submission of CalOMS-Tx data.
- I. County shall meet the requirements as identified in Exhibit E, Privacy and Information Security Provisions.

3. Primary Prevention Substance Use Disorder Data Service

The Primary Prevention Substance Use Disorder Data Service (PPSDS) business rules and requirements are:

- A. Contractors and subcontractors receiving SABG Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into the service. When submitting data, County shall comply with the DHCS PPSDS Data Entry User Guide and the PPSDS Data Quality Standards.
(http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS_Data_Quality_Standards.pdf).
- B. County shall enter all data for each month no later than the 10th day of the following month.
- C. County shall review and verify all data input into the PPSDS meets the DHCS PPSDS Data Entry User Guide and the DHCS Data Quality Standards. Counties shall adhere to the DHCS PPSDS Quarterly Data Review Requirements for Counties.
- D. If County cannot meet the established due dates, a written request for an extension shall be submitted to DHCS Prevention Analyst 10 calendar days prior to the due date and must identify the proposed new due date. Note that extensions will only be granted due to system or service failure or other extraordinary circumstances.
- E. In order to ensure that all persons responsible for prevention data entry have sufficient knowledge of the PPSDS Data Quality Standards, all new users of the service, whether employed by the County or its subcontractors, shall participate in PPSDS training prior to inputting any data.

4. System Failures and County Obligations Regarding CalOMS-Tx and PPSDS Reporting Requirements

- A. If the county experiences system or service failure or other extraordinary circumstances of CalOMS-Tx, county shall report the problem in writing by secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov.
- B. If the county is unable to submit CalOMS-Tx data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted

prior to the data submission deadline at: SUDCalomssupport@dhcs.ca.gov. The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at the State's sole discretion, for the county to resolve the problem before SUBG payments are withheld.

- C. If the county experiences system or service failure or other extraordinary circumstances of PPSDS, the county shall report the problem to the PPSDS Help Desk at (916) 552-8933 or PrimaryPvSUDDData@dhcs.ca.gov.
 - D. If the county is unable to submit PPSDS data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted to the assigned DHCS Prevention Analyst prior to the data submission deadline and must identify the proposed new due date.
 - E. If DHCS experiences system or service failure, no penalties will be assessed to the county for late data submission.
 - F. County shall comply with the treatment and prevention data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding SUBG funds.
 - G. If the county submits data after the established deadlines, due to a delay or problem, county is still responsible for collecting and reporting data from time of delay or problem.
5. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

- A. The county shall be responsible for ensuring that the county-operated treatment services and all treatment providers, with whom county makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.
- B. The county shall ensure that treatment providers who reach or exceed 90 percent of their dedicated capacity, report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.
- C. The county shall ensure that all DATAR reports are submitted by either county-operated treatment services and by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.
- D. The county shall ensure that all applicable providers are enrolled in DHCS' web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.

- E. If the County or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to submit a timely monthly DATAR report or meet data compliance requirements, the county shall report the problem in writing by secure, encrypted e-mail to DHCS at: SUDDATARSupport@dhcs.ca.gov before the established data submission deadlines. The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the county to resolve the problem before SUBG payments are withheld pursuant to 45 CFR Section 75.371 and HSC Section 11817.8.
- F. If DHCS experiences system or service failure, no penalties will be assessed to county for late data submission.
- G. The county shall be considered compliant if a minimum of 95 percent of required DATAR reports from the county's treatment providers are received by the due date.

6. Charitable Choice

County shall document the total number of referrals necessitated by religious objection to other alternative SUD providers. The county shall annually submit this information to DHCS by e-mail at CharitableChoice@dhcs.ca.gov by October 1st. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

7. Master Provider File (MPF)

The MPF data systems retain SUD provider records for each California county. The MPF Team assists California counties in the management of their SUD provider record information. Current and accurate SUD provider records ensure successful submissions for Drug Medi-Cal (DMC) claims, monthly CalOMS submissions, monthly DATAR submissions, monthly Primary Prevention Services Data System (PPSDS) submissions, and annual fiscal Cost Reports.

The MPF Team will send each county a monthly MPF Report that identifies each county operated or subcontracted SUD provider. All entities receiving public funding must be included on the MPF. Counties are responsible for reviewing the monthly report for accuracy and providing the MPF Team with updates as needed. All updates to existing SUD provider records, or notification of contracts with new SUD providers, must be submitted in writing using the appropriate MPF Forms. Completed forms are emailed to MPF@dhcs.ca.gov.

The current MPF Forms can be obtained by emailing a request to MPF@dhcs.ca.gov.

For more information, please refer to the DHCS MPF Webpage at: <https://www.dhcs.ca.gov/provgovpart/Pages/Master-Provider-File.aspx>

8. Failure to meet required reporting requirements shall result in:
 - A. A Notice of Deficiency (Deficiencies) issued to county regarding specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to the DHCS within 30 days.
 - B. If the county has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS shall withhold funds until all data is submitted. DHCS shall inform the county when funds will be withheld.

**Substance Use Prevention, Treatment, and Recovery Services Block Grant
(SUBG) State Fiscal Years 2024-25 and 2025-26 Budget Detail and Payment
Provisions**

Part I – General Fiscal Provisions

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Enclosure 2, the Department of Health Care Services (DHCS) agrees to compensate the county for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Funding Authorization

The county shall bear the financial risk in providing any substance use disorder (SUD) services covered by this Agreement.

C. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Agreement were not executed until after that determination. If so, DHCS may amend the amount of funding provided for in this Agreement based on the actual congressional appropriation.

D. Expense Allowability / Fiscal Documentation

1. Invoices received from the county and accepted and/or submitted for payment by DHCS shall not be deemed evidence of allowable agreement costs.
2. The county shall maintain, for review, audit, and supply to DHCS, upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
3. If DHCS cannot determine the allowability or appropriateness of an expense because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and DHCS may withhold payment. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
4. Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to California Health and Safety Code (HSC) 11817.8(e).

E. Maintenance of Effort for the Substance Use Prevention, Treatment, and Recovery Services Block Grant

1. Notwithstanding any other provision in this Agreement, the Director of DHCS may reduce Federal funding allocations, on a dollar-for-dollar basis, to a county that has reduced or anticipates reduced expenditures in a way that would result in a decrease in California's receipt of Federal SUBG funds, per United States Code (USC), Title 42, Section 300x-30.
2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the Federal SUBG Maintenance of Effort (MOE). Upon receipt of notification, a county may submit a revision to the budget initially submitted pursuant to HSC Section 11798 subdivision(a) to maintain the statewide SUBG MOE.
3. Pursuant to HSC Section 11814(d)(3), a county shall notify DHCS in writing of proposed local changes to the county's expenditure of funds. DHCS shall review and approve the proposed local changes depending on the level of expenditures needed to maintain DHCS-wide SUBG MOE.

F. SUBG Women Services Expenditure Requirement

Pursuant to USC Title 42 Section 300x-22(b) and Code of Federal Regulations (CFR) Title Section 45 96.124(c), for each state fiscal year (SFY), the county shall expend an amount of SUBG funds not less than the amount expended by the county in fiscal year 1994 on perinatal services, pregnant women, and women with dependent children. The county shall expend that percentage either by establishing new programs or expanding the capacity of existing programs.

G. Revenue Collection

The county shall conform to revenue collection requirements in HSC Section 11841, by raising revenues in addition to the funds allocated by DHCS. These revenues include but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used to support additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. The county shall not collect fees from any beneficiary when Medi-Cal is billed for the same service. The county shall identify the types and amounts of revenues collected in its annual cost report. Cost Report information can be found online at:

https://www.dhcs.ca.gov/provgovpart/Pages/Fiscal_Management.aspx

H. Cost Efficiencies

It is intended that the cost to the county in maintaining the dedicated capacity and units of service shall be met by the SUBG funds allocated to the county and other county or subcontractor revenues. Amounts awarded pursuant to Enclosure 2 shall not be used for services where payment has been made or can reasonably be expected to be made under any other state or federal compensation or benefits program or where services can be paid for from revenues.

Part II – Reimbursements

Section 1 – General Reimbursement

A. Prompt Payment Clause

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

B. Amounts Payable

1. The amount payable under this Agreement shall not exceed the amount identified on Enclosure 1. The funds identified for the fiscal years covered by Enclosure 1 are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government.
2. Reimbursement shall be made for allowable expenses up to the amount annually awarded commensurate with the SFY in which services are performed and/or goods are received.

The funds identified for the fiscal years covered by this Section within this Enclosure are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the county shall be limited to the amount identified in the final allocations issued by DHCS for that fiscal year or the SUBG amount, whichever is less.

3. For each fiscal year, DHCS may settle costs for services based on the year-end cost settlement report.

Section 2 – Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG)

A. Payment Provisions

1. DHCS shall reimburse the county in arrears based upon quarterly invoicing.
2. Quarterly Invoicing-SUBG Invoice and Ledger
 - a. The county shall complete the SUBG Invoice and Ledger as prescribed in Enclosure 2. These quarterly SUBG Invoices and Ledger serve as expenditure reports and invoices for payment. The county shall incur expenditures before receiving payment from its allocation.
 - b. The county shall submit the SUBG Invoice and Ledger describing the preceding quarter's SUBG expenditure by November 15, February 15, May 15, and August 15 of each year. If the date falls on a Saturday, Sunday or holiday, the due date shall be the following business day.
 - c. DHCS shall review the SUBG Invoice and Ledger to ensure that costs are reasonable and do not exceed the county's allocation. Inaccuracies in the

report shall be resolved by the county prior to receiving payment.

3. Pursuant to 45 CFR Section 75.371 and HSC Section 11817.8, DHCS may withhold SUBG payments if the county fails to:
 - a. Submit any forms and reports to DHCS by each due date, including but not limited to, forms required pursuant to Enclosure 2.
 - b. Submit monitoring reports and attest to the completion of Corrective Action Plans or services provided pursuant to this Agreement.
 - c. Monitor its subcontractors pursuant to Enclosure 2.
4. In the event DHCS withholds SUBG payment, the county's payment shall commence with the next scheduled payment following DHCS' receipt and acceptance of complete and accurate reports, data, or executed contract. The payment shall include any funds withheld pursuant to Section 3.

Adjustments may be made to the total Agreement amount, and funds may be withheld from payments otherwise due to the county hereunder, for nonperformance to the extent that nonperformance involves fraud, misuse, or failure to achieve the objectives of the provisions of Enclosure 2.

B. Accrual of Interest

Any interest accrued from state-allocated funds and retained by the county shall be used for the same purpose as DHCS-allocated funds from which the interest was accrued.

C. Expenditure Period

SUBG funds are allocated based upon the SFY. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21 through 300x-66, and Title 45 CFR 96.120 et seq., within the availability period of the grant award. Any SUBG funds that have not been expended by the County at the end of the State fiscal year shall be returned to DHCS.

- D. Counties receiving SUBG funds shall comply with the financial management standards contained in 45 CFR Sections 75.302(b)(1) through (6), and 45 CFR Section 96.30.
- E. Non-profit subcontractors receiving SUBG funds shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.
- F. Counties receiving SUBG funds shall track obligations and expenditures by individual SUBG award, including, but not limited to, obligations and expenditures for primary prevention, services to pregnant women and women with dependent children. "Obligation" shall have the same meaning as used in 45 CFR Section 75.2.

G. Restrictions on the Use of SUBG Funds

The county shall not use SUBG funds provided by the Agreement on the following activities:

1. Provide inpatient services.
2. Make cash payments to intended recipients of health services.
3. Purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment.
4. Satisfy any requirement for the expenditure of SUBG funds as a condition for the receipt of federal funds.
5. Provide financial assistance to any entity other than a public or nonprofit private entity.
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level II of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm.
7. Purchase treatment services in penal or correctional institutions.
8. Supplant state funding of programs to prevent and treat substance use and related activities.
9. Carry out any program prohibited by 42 USC 300x-21 and 42 USC 300ee-5 such that none of the funds provided under this Act or an amendment made by this Act shall be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs unless the Surgeon General of the United States Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug use and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome.
10. Exception regarding inpatient hospital services:
 - a. The county may expend a grant for inpatient hospital-based substance abuse programs subject to the limitations of paragraph (I)(10)(b) of this section only when it has been determined by a physician that:
 - i. The primary diagnosis of the individual is substance use, and the physician certifies this fact;
 - ii. The individual cannot be safely treated in a community-based, nonhospital, residential treatment program;
 - iii. The Service can reasonably be expected to improve an individual's condition or level of functioning;
 - iv. The hospital-based substance use program follows national standards of substance use professional practice.

b. In the case of an individual for whom a grant is expended to provide inpatient hospital services described above, the allowable expenditure shall conform to the following:

i. The daily rate of payment provided to the hospital for providing the services to the individual will not exceed the comparable daily rate provided for community-based, nonhospital, residential programs of treatment for substance use and

ii. The grant may be expended for such services only to the extent that it is medically necessary, i.e., only for those days that the patient cannot be safely treated in a residential, community-based program.

11. Provide services reimbursable by Medi-Cal:

a. The county shall not utilize SUBG funds to pay for a service that is reimbursable by Medi-Cal.

b. The county may utilize SUBG funds to pay for a service included in the California State Plan or the Drug Medi-Cal Organized Delivery System (DMC-ODS), but which is not reimbursable by Medi-Cal.

c. If the county utilizes SUBG funds to pay for a service that is included in the California State Plan or the DMC-ODS, the county shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.

Part III – Financial Audit Requirements

Section 1 – General Fiscal Audit Requirements

A. In addition to the requirements identified below, the county and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Enclosure 5 (Special Terms and Conditions) of this Contract.

B. All expenditures of county realignment funds, and state and federal funds furnished to the county and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 CFR, Part 75, Subpart F, and/or any independent county audits or reviews. Objectives of such audits may include, but are not limited to, the following:

1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.

2. To validate data reported by the county for prospective contract negotiations.

3. To provide technical assistance in addressing current-year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.

4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds.
 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract/agreement requirements.
 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.
- C. Unannounced visits to the county and/or its subcontractors may be made at the discretion of DHCS.
- D. The refusal of the county or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.
- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective actions as a result of its findings in any areas.

Section 2 – SUBG Financial Audits

- A. The county shall monitor the activities of all its subcontractors to ensure that the SUBG funds are used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the grant, and that performance goals are achieved.
- B. The county may use a variety of monitoring mechanisms, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the county's monitoring objectives. The county may charge federal awards for the cost of these monitoring procedures if permitted under 45 CFR 75.425.
- C. The county shall submit to DHCS a copy of the procedures and any other monitoring mechanism used to monitor non-profit subcontracts at the time of the county's annual desk review or site visit or within 60 days thereafter. The county shall state the frequency that non-profit Subcontracts are monitored.
- D. On-site visits focus on compliance and controls over compliance areas. DHCS analyst(s) shall make site visits to the subcontractor location(s) and can use a variety of monitoring mechanisms to document compliance requirements. The county shall follow up on any findings and the corrective actions.

The county shall be responsible for any disallowance taken by the Federal Government, DHCS, or the California State Auditor as a result of any audit exception that is related to the county's responsibilities herein. The county shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. DHCS shall invoice the

county 60 days after issuing the final audit report or upon resolution of an audit appeal. The county agrees to develop and implement any CAP in a manner acceptable to DHCS in order to comply with the recommendations contained in any audit report. Such CAP plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within one year from the date of the plan.

- E. Counties that conduct financial audits of subcontractors other than a subcontractor whose funding consists entirely of non-Department funds shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. If any fiscal adjustments remain after the county and subcontractor have exhausted the internal appeals process, any SUBG funds outstanding shall be returned to DHCS. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Enclosure.
- F. If the county fails to comply with federal statutes, regulations, or the terms and conditions of the grant, DHCS may impose additional conditions on the subaward, including:
 - 1. Requiring additional or more detailed financial reports.
 - 2. Requiring technical or management assistance.
 - 3. Establishing additional prior approvals.
- G. If DHCS determines that the county's noncompliance cannot be remedied by imposing additional conditions, DHCS may take one or more of the following actions:
 - 1. Temporarily withhold cash payment pending correction of the deficiency by the county.
 - 2. Disallow all or part of the cost of the activity or action not in compliance.
 - 3. Wholly or partly suspend the award activities or terminate the county's subaward.
 - 4. Recommend that the suspension or debarment proceedings be initiated by the federal awarding agency.
 - 5. Withhold further federal awards.
 - 6. Take other remedies that may be legally available.

Part IV – Records

Section 1 - General Provisions

A. Maintenance of Records

The county shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit contract/agreement performance and compliance. The county shall make these records available to SAMHSA, Inspectors General, the Comptroller General, DHCS, or any of their authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by the county are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors.

1. County and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor and require that copies of the working papers shall be made for DHCS at its request.
2. County and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.
3. In alignment with Welfare and Institutions Code 14124.1, accounting records and supporting documents shall be retained for a 10-year period from the date DHCS approved the year-end cost settlement report for interim settlement. When an audit by the Federal Government, DHCS, or the California State Auditor has been started before the expiration of the 10-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. The final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within 10 years, the interim settlement shall be considered the final settlement.
4. Financial records shall be kept to clearly reflect the funding source for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. County's subcontracts shall require that all subcontractors comply with the requirements of Enclosure 2.
6. Should a subcontractor discontinue its contractual agreement with the county, or cease to conduct business in its entirety, the county shall be responsible for

retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. County shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

7. The county shall retain all records in accordance with the record retention policy stipulated in Welfare and Institutions Code 14124.1.
8. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, county shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

Part V – Definitions

Discretionary Allocation: Funds are provided for needed substance use disorder (SUD) treatment, prevention, and recovery services in accordance with United States Code (U.S.C.), Title 42, Section 300x-22, SABG Discretionary funds may be spent on planning, carrying out, and evaluating activities to prevent and treat SUD. Discretionary funds are neither a set-aside nor an allowance; however, these funds can be used to supplement set-asides. In addition, the discretionary allocation is intended to be a flexible funding source for counties to support allowable programs that may not fall under the set-aside categories.

Set-Asides are defined as the reservation of a specific portion of funds for a particular purpose or program. Set-asides constitute the mandatory minimum allocation required to be expended toward the designated purpose or program.

- **Perinatal Set-Aside:** Funds are used for women-specific services for treatment and recovery from alcohol and other SUD, along with diverse supportive services for California women and their children. Perinatal programs, as part of the Perinatal Services Network, must meet the requirements set forth in the Perinatal Practice Guidelines (PPG). Counties must use these funds to increase or maintain existing perinatal treatment capacity and programs. Counties may also use these funds to add new perinatal services or programs or change existing programs. See the [Perinatal Practice Guidelines](#).
- **Adolescent/Youth Treatment (AYT) Set-Aside:** Funds provide comprehensive, age-appropriate, SUD services to youth. The Adolescent Substance Use Disorder Best Practices Guide, revised in October 2020, is designed for counties to use in developing and implementing AYT programs funded by this allocation. Please see the Adolescent Best Practices Guide. See the [Adolescent Substance Use Disorder Best Practices Guide](#).
- **Primary Prevention Set-Aside:** U.S.C. Title 42, Section 300x-22(a) requires the State to spend a minimum of 25 percent of the total SUBG Award to California on primary prevention services.

A county's expenditure of allocated primary prevention funds is integral to meeting federal SUBG spending requirements and aligning with California's priorities. Counties must utilize SAMHSA's Strategic Prevention Framework in their local

decision making, prioritizing high need areas and populations, based on data and evidence where applicable, and select strategies that will best address the high need areas and populations being served. Strategies may consist of both individual- and population-based services using one or more of the Center for Substance Abuse Prevention's six prevention strategies: Information Dissemination, Education, Alternatives, Problem Identification and Referral, Community-Based Process, and Environmental.

Allowances are defined as the maximum allocation permitted for a specified purpose or program. They are subsets of the *discretionary* allocation, meaning that when allowance expenditures are utilized, the *discretionary* allocation decreases accordingly.

- **Syringe Services Program (SSP) Allowance:** Allowance of comprehensive prevention programs for persons who inject drugs that include the provision of sterile needles, syringes and other drug preparation equipment and disposal services, etc. See the [Implementation Guidance to Support Certain Components of Syringe Services Programs, 2016](#). Refer to Enclosure 5 for additional information on SSP.

Special Terms and Conditions

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

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

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

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

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

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1. Federal Equal Opportunity Requirements

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

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

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

2. Travel and Per Diem Reimbursement

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

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect,

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

3. Procurement Rules

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

a. Equipment/Property definitions

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

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

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

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

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

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property

- purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.
- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
- [1] Avoid purchasing unnecessary or duplicate items.
- [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
- [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of

dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

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

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

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

(1) Reporting of Equipment/Property Receipt

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

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

(2) Annual Equipment/Property Inventory

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
 - (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
 - c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
 - d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
 - f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as

to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. Motor Vehicles

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

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

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

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

5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) DHCS may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or State university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in [State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.](#)
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
"(Subcontractor Name) agrees to maintain and preserve, until ten years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

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

- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

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

9. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the

State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. For Convenience

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

11. Intellectual Property Rights

a. Ownership

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

into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

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

b. Retained Rights / License Rights

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

c. Copyright

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

matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

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

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based

on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

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

i. Survival

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

12. Air or Water Pollution Requirements

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

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

13. Prior Approval of Training Seminars, Workshops or Conferences

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

14. Confidentiality of Information

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

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

15. Documents, Publications and Written Reports

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

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

16. Dispute Resolution Process

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

designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

- (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards***, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

18. Human Subjects Use Requirements

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

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

19. Novation Requirements

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

20. Debarment and Suspension Certification

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

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

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

21. Smoke-Free Workplace Certification

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

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

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

23. Payment Withholds

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

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

24. Performance Evaluation

(Not applicable to grant agreements.)

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

25. Officials Not to Benefit

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

26. Four-Digit Date Compliance

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

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

27. Prohibited Use of State Funds for Software

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

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

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

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

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

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

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

30. Union Organizing

(Applicable only to grant agreements.)

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

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

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

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

- d. To be an allowable fringe benefit, the cost must meet the following criteria:
- (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
 - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
 - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.
- (a) **Example No. 1:**
- If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.
- (b) **Example No. 2:**
- If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

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

32. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

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

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

34. Compliance with Statutes and Regulations

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

35. Lobbying Restrictions and Disclosure Certification

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

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

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

b. Prohibition

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

**Attachment 1
CERTIFICATION REGARDING LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

| | |
|-------------------------|---|
| Name of Contractor | Printed Name of Person Signing for Contractor |
| | |
| Contract / Grant Number | Signature of Person Signing for Contractor |
| | |
| Date | Title |
| | |

After execution by or on behalf of the contractor, please return to: California Department of Health Care Services.

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

**Attachment 2
CERTIFICATION REGARDING LOBBYING**

Approved by OMB (0348-0046)

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

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

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

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

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

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Syringe Services Programs (SSPs) Program and Policy Overview, Instructions, and Annual County Attestation and Certification Forms

The Department of Health Care Services (DHCS), with support from the California Department of Public Health (CDPH) and the Center for Disease Control (CDC), has received approval from the United States' Substance Abuse and Mental Health Services Agency (SAMHSA) to utilize federal Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) funding to support existing Syringe Services Programs (SSPs), or to start new SSPs within the state of California.

Counties applying to utilize SUBG funding for an SSP must adhere to the following federal policies, restrictions, and requirements.

1. Definitions

The United States Department of Health and Human Services' [Implementation Guidance to Support Certain Components of Syringe Services Programs, 2016](#), defines SSPs as comprehensive prevention programs for People Who Inject Drugs (PWID) that include the provision of sterile needles, syringes and other drug preparation equipment and disposal services, and some or all the following services:

- Comprehensive Human Immunodeficiency Virus (HIV) risk reduction counseling related to sexual and injection and/or prescription drug misuse;
- HIV, viral hepatitis, sexually transmitted diseases (STD), and tuberculosis (TB) screening;
- Provision of naloxone to reverse opiate overdoses;
- Referral and linkage to HIV, viral hepatitis, STD, and TB prevention care and treatment services;
- Referral and linkage to hepatitis A virus (HAV) and hepatitis B virus (HBV) vaccinations; and
- Referral to Substance Use Disorder (SUD) treatment and recovery services, primary medical care and mental health services.

2. Supplantation

SAMHSA funds cannot supplant existing funding sources. In other words, SAMHSA funds may only be used to fund an existing SSP if the funds given are in addition to existing funding sources for the program. SAMHSA funds must not be used to replace existing state or other non-federal funds so that those monies may be used for another program. Counties will be monitored and must retain records proving that no supplantation has occurred.

3. Allowable Expenses for SUBG Funded SSPs

Funds may be used to establish elements of a SSP or to establish a relationship with an existing SSP.

NO FEDERAL FUNDS MAY BE USED TO PURCHASE SYRINGES.

The following expenses are allowable:

- Personnel (e.g., program staff, as well as staff for planning, monitoring, evaluation, and quality assurance);
- Supplies, exclusive of needles/syringes and devices solely used in the preparation of substances for illicit drug injection, e.g., cookers;
- Testing kits for hepatitis C virus (HCV) and HIV;
- Syringe disposal services (e.g., contract or other arrangement for disposal of bio- hazardous material);
- Navigation services to ensure linkage to HIV and viral hepatitis prevention, treatment and care services, including antiretroviral therapy for HCV and HIV, pre-exposure prophylaxis, post-exposure prophylaxis, prevention of mother to child transmission and partner services; HAV and HBV vaccination, substance use disorder treatment, recovery support services and medical and mental health services;
- Provision of naloxone to reverse opioid overdoses;
- Educational materials, including information about safer injection practices, overdose prevention and reversing an opioid overdose with naloxone, HIV and viral hepatitis prevention, treatment and care services, and mental health and substance use disorder treatment including medication-assisted treatment and recovery support services;
- Condoms to reduce sexual risk of sexual transmission of HIV, viral hepatitis, and other STDs;
- Communication and outreach activities; and
- Planning and non-research evaluation activities.

4. Auditing and Monitoring Requirements

- a. Counties are required to submit an Annual Attestation and Certification form signed by the County Behavioral Health (BH) Director, which serves as the county's agreement to comply with and adhere to federal requirements and restrictions pertaining to the funding of SSPs. The county form to complete and submit is labeled **Attachment I: County-Level Certification and Attestation Form**. The county-level forms must be returned to DHCS with the SUBG Application.

Counties must also require each SSP agency receiving SUBG funds to complete a similar form prior to submitting the county's SUBG Application to DHCS; however, the program-level forms do not need to be returned to DHCS with the SUBG application. The SSP program-level version form is labeled **Attachment II: Program-Level SSP Certification and Attestation Form.**

Counties must keep each SSP's completed Attachment II on file for audit and monitoring purposes. DHCS may request a copy of the document at any time.

- b. Counties and SSPs must comply with the restrictions as enacted in the Consolidated Appropriations Act, 2016, and must maintain supporting financial documentation demonstrating that no federal dollars were spent on needles/other drug supplies such as cookers, etc., for audit purposes.
- c. Counties and SSPs must comply with requirements that funding not be used to supplant existing funding sources and must maintain financial documentation demonstrating that no supplantation of funds has occurred.
- d. Counties must attest that funded SSPs have obtained authorization through the [California Department of Public Health's Office of Aids \(CDPH/OA\)](#), local city council, county board of supervisors, or tribal authority, or attest that the SSP is operating under a physician's license. A copy of the issuing body's official authorization of the SSP or the physician's license must be kept on file by both the SSP and the county for auditing and monitoring purposes.
- e. SUBG-funded SSPs are encouraged to use the state-run Harm Reduction Supply Clearinghouse for syringe/needle acquisition and disposal. All SUBG-funded SSPs must keep documentation pertaining to syringe/needle acquisition and disposal on file for auditing and monitoring purposes.
- f. Counties are required to ensure that SUBG-funded SSPs are meeting the requirement to routinely collaborate with other healthcare providers, including HIV/STD clinics, public health providers, emergency departments, and mental health centers. Counties and SSPs must keep documentation of collaboration (i.e., referrals, etc.) on file for auditing and monitoring purposes.
- g. SUBG-funded SSPs are required to report the following data points to DHCS on a quarterly basis to comply with federal reporting requirements. Data will be collected through a Qualtrics survey online – DHCS will email links to the reporting tool to County and SSP staff on a quarterly basis. SSPs must attest that they agree to provide the following data points to DHCS on a quarterly basis. Counties are required to ensure that SUBG-funded SSPs have reported the required data to DHCS on a quarterly basis.

SSP metrics information:

- Number of syringes distributed;
- Estimated number of syringes returned for safe disposal;
- SSP service program name;
- SSP service program address;
- Number of unique persons served;
- Number of participants receiving SSP services;
- Number and types of services directly provided or provided by referrals;
- Number of persons served for SUD treatment;
- Number of persons served for physical health;
- Number of persons served onsite at the SUD treatment program;
- Number of persons tested for HIV;
- Number of persons tested for viral hepatitis;
- Number of referrals to HIV, viral hepatitis and substance use disorder treatment;
- Number of persons provided Narcan; and
- Dollar amount of SUBG funds used by each SSP.

DHCS is required to report data to SAMHSA based on the FFY, which runs from October 1 to September 31. As such, the quarterly data reporting schedule is as follows:

- Year 1: FFY 2025 (October 1, 2024 – September 30, 2025)
 - FFY 2025 Quarter (Q) 1: October 1, 2024 – December 31, 2024
Due January 31, 2025
 - FFY 2025 Q2: January 1, 2025 – March 31, 2025
Due April 30, 2025
 - FFY 2025 Q3: April 1, 2025 – June 30, 2025
Due July 31, 2025
 - FFY 2025 Q4: July 1, 2025 – September 30, 2025
Due October 31, 2025
- Year 2 – FFY 2026 (October 1, 2025 – September 30, 2026)
 - FFY 2026 Q1: October 1, 2025 – December 31, 2025
Due January 30, 2026

- FFY 2026 Q2: January 1, 2026 – March 31, 2026
Due April 30, 2026
- FFY 2026 Q3: April 1, 2026 – June 30, 2026
Due July 31, 2026
- FFY 2026 Q4: July 1, 2026 – September 30, 2026
Due October 30, 2026

5. Application Instructions

Counties must submit a Program Narrative for each SSP the county proposes to fund under SUBG. All sections of the form must be filled out, including Section J, which is specific to SSP programs.

Counties are allowed to use up to forty percent of discretionary funding to fund SSPs. Alongside the Program Narrative, counties must enter corresponding budgetary information in the County Workbook.

Finally, counties are required to complete and return the Annual County Attestation and Certification Form (Attachment I). These documents must be completed according to the directions on the form and returned to DHCS as part of the County SUBG Application. The Attestation and Certification form must be completed annually – the first annual form is due with the County SUBG Application. Forms for 2025-2026 must be submitted to SUBG@dhcs.ca.gov by August 29, 2025.

DHCS is currently authorized to allow SUBG funds for SSPs for FFY 2024-2025. This authority comes from the Further Consolidated Appropriations Act, 2024, Title V, Sec. 526 [P.L. 118-47], which was signed into law on March 23, 2024. Future SUBG award years for SSP funding are contingent upon the subsequent passage of the required authorizing language in future appropriations bills. All SSPs that are funded with SUBG are subject to the current year SUBG Notice of Award (NOA) Standard Terms and Conditions, and any subsequently assigned NOA Additional Terms and Conditions received by the state. DHCS will advise counties regarding continued authorization for FFY 2025-2026 after the next appropriations bill is signed in Spring 2025.

In accordance with federal restrictions, DHCS reserves the right to deny funding for any SSP. Please direct all questions pertaining to the SSP portion of the application to SUBG@dhcs.ca.gov.

Additional Data Reporting Requirements For State Fiscal Years 2024-25 and 2025-26

Background

Starting on July 1, 2024, counties that receive SUBG funds will be required to submit additional data to DHCS for **recovery support services** and **harm reduction activities** on a quarterly basis.

The new recovery support services reporting requirement is a result of Congressional requirements included in the Consolidated Appropriations Act, 2023.

The harm reduction activities reporting requirement is intended to capture the extent to which SUBG funds (other than primary prevention) are used to support harm reduction activities, specifically naloxone kit and fentanyl test strip purchases and distribution.

Recovery Support Services

Recovery support services are non-clinical services intended to help individuals stay engaged in the recovery process, provide emotional or practical support to navigate care systems, and sustain positive behavior change.

SAMSHA has provided guidance for allowable recovery support service expenditures, available here:

<https://www.samhsa.gov/sites/default/files/recovery-support-services-subg-mhbg.pdf>

The recovery support services reporting requirement is intended for counties to track and submit unduplicated counts of individuals by age, gender identity, and service type for all SUBG-funded recovery support services.

Harm Reduction Activities

Harm reduction is an evidence-based approach that empowers people who use drugs to create positive change and potentially save their lives. An important component of a harm-reduction strategy is the distribution of naloxone and fentanyl test strips to prevent opioid-related deaths.

Starting on July 1, 2024, counties must track and submit SUBG-funded distribution of naloxone kits and fentanyl test strips for each provider/program that receives grant funding.

Reporting Information and Forms***Reporting Period******Submission Deadline*****SFY 2024-25**

07/01/2024 - 09/31/2024
 10/01/2024 - 12/31/2024
 01/01/2025 - 03/31/2025
 04/01/2025 - 06/30/2025

10/30/2024
 01/31/2025
 04/30/2025
 07/31/2025

SFY 2025-26

07/01/2025 - 09/31/2025
 10/01/2025 - 12/31/2025
 01/01/2026 - 03/31/2026
 04/01/2026 - 06/30/2026

10/31/2025
 01/30/2026
 04/30/2026
 07/31/2026

For each reporting period, please complete both the Recovery Support Services form and Harm Reduction Reporting form by the deadline via the [online data portal](#). Online data portal links will be sent out to counties prior to the deadline.

Any questions regarding the reporting information and forms should be directed to SUBG@dhcs.ca.gov.

SUBG-Funded Recovery Support Services Reporting Form Instructions

The purpose of this form is to capture the aggregated, unduplicated number of persons who received recovery support services funded through SUBG by age and gender identity.

For each age group, enter the aggregated unduplicated number of persons who received services, by service received and self-reported gender identity. Persons receiving recovery services may receive more than one type of service during the reporting period.

Note: The Age category of 0-5 years is not applicable.

Recovery Support Service Categories:

- Peer-to-Peer Support Individual
- Peer-Led Support Group
- Peer-Led Training or Peer Certification Activity
- Recovery Housing
- Recovery Support Service Childcare Fee or Family Caregiver Fee
- Recovery Support Service Transportation

- Secondary School, High School, or Collegiate Recovery Program Service or Activity
- Recovery Social Support or Social Inclusion Activity
- Other SAMHSA Approved Recovery Support Event or Activity

Recovery Support Sex and Gender Categories (Self-Reported):

- Female
- Male
- Transgender (Trans Woman)
- Transgender (Trans Man)
- Gender Non-Conforming
- Other
- Not Available

SUBG-Funded Harm Reduction Reporting Form Instructions

This form is intended to capture the extent to which SUBG funds (other than primary prevention) are used to support harm reduction activities, specifically naloxone kit and fentanyl test strip purchases and distribution.

Please complete the following columns for each SUBG-funded entity in your County:

- Provider/Program Name - For all entities (county-run or subcontracted) enter the provider's/program name.
- Main Address – Enter the provider's/program address.
- Syringe Services Program (SSP) – Designate “Yes” or “No” if the provider/program is a SSP.
- Number of Naloxone Kits Purchased – Enter the aggregate number of naloxone kits purchased with expenditures from SUBG funds during the reporting period.
- Number of Naloxone Kits Distributed – Enter the total number of naloxone kits distributed during the reporting period.
- Number of Overdose Reversals – Enter the total number of naloxone overdose reversals that occurred during the reporting period.
- Number of Fentanyl Test Strips Purchased – Enter the aggregate number of fentanyl test strips purchased with SUBG funds during the reporting periods.
- Number of Fentanyl Test Strips Distributed – Enter the total number of fentanyl test strips distributed during the reporting period.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Sheriff's Office

TIME REQUIRED

SUBJECT Budget Adjustment for Sheriff's Office
to Purchase Body Worn Cameras
with Grant Award

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

This is a budget adjustment for a grant award increase from the US Department of Justice of \$56,000. At Mid-Year Budget, the Board of Supervisors approved acceptance of the Body Worn Camera Grant in the amount of \$18,000. Subsequent to Mid-Year, the Sheriff's Office was awarded an additional \$54,000, bringing the total grant amount to \$72,000.

RECOMMENDED ACTION:

Approve budget adjustment for FY 2023-24 as requested or amended, (4/5 vote required)

FISCAL IMPACT:

There is no impact to the general fund. This adjustment increases both revenues and expenditures by \$56,000 for the purchase of body worn cameras.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 7606164580 / ibraun@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| Staff Report |
| Attachment A - ATR for grant revenue increase and corresponding expenditure for cameras |

History

| Time | Who | Approval |
|--------------------|----------------|----------|
| 5/21/2024 10:25 AM | County Counsel | Yes |

5/29/2024 3:45 PM

Finance

Yes

5/30/2024 10:11 AM

County Administrative Office

Yes

MONO COUNTY
SHERIFF

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: June 4, 2024
TO: The Honorable Board of Supervisors

Clint Dohmen
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Body Worn Camera Grant Award Increase

Recommended Action

Approve acceptance of an additional \$52,000 for the Body Worn Camera Grant.

Discussion

At Mid-Year Budget, the Board of Supervisors approved acceptance of the Body Worn Camera Grant in the amount of \$18,000. Subsequent to Mid-Year, the Sheriff's Office was awarded an additional \$54,000, bringing the total grant amount to \$72,000.

Fiscal Impact

There is no impact to the General Fund.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB' with a flourish.

Ingrid Braun
Sheriff-Coroner

**COUNTY OF MONO
APPROPRIATION TRANSFER REQUEST**

| | | | |
|---------------------|------------------------------|---------------------|--------------|
| Department: | Mono County Sheriff's Office | Fiscal Year: | 23/24 |
| Budget Unit: | Sheriff -100-22-440 | Date: | 4/16/2024 |
| Prepared by: | Arleen Mills | Phone: | 760-932-5278 |

Revenue adjustment

| Action | Account Number | Account Name | Approved Budget | Adjustment | Adjusted Budget |
|--------|------------------|----------------------|-----------------|-------------|-----------------|
| +/- | XXX-XX-XXX-XXXXX | | \$XX,XXX.XX | \$XX,XXX.XX | \$XX,XXX.XX |
| + | 100-22-440-15819 | FED: MISC FED GRANTS | \$23,000.00 | \$54,000.00 | \$77,000.00 |
| | | | | | \$0.00 |
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Expense adjustment

| Action | Account Number | Account Name | Approved Budget | Adjustment | Adjusted Budget |
|--------|------------------|-------------------------|-----------------|-------------|-----------------|
| +/- | XXX-XX-XXX-XXXXX | | \$XX,XXX.XX | \$XX,XXX.XX | \$XX,XXX.XX |
| - | 100-22-440-31200 | Maintenance - Equipment | \$29,325.00 | \$54,000.00 | \$83,325.00 |
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Total (If greater than \$0 explain on page 2) \$0.00

**COUNTY OF MONO
 APPROPRIATION TRANSFER REQUEST**

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

1 - Why was this not anticipated at time of Budget Development?

The initial Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program Grant (SRT_BWC Grant) was awarded on 10/04/23 in the amount of \$18,000 and a budget adjustment was completed at mid-year. We have now been awarded additional SRT_BWC funding of \$54,000 on 3/22/24, amended grant documents attached.

2 - Why are funds available for the budget adjustment? If total is not zero explain where funds are coming from and make a statement of current fund balance before adjustment.

See above.

3 - Is this a non-recurring event or should this be reflected in next years budget?

Non-recurring, grant award will be expended by fiscal year end.

Budget Request detail

Board Approval not required

Board Approval required

Request for Contingency

1. Department Head - Signature

[Handwritten Signature]

2. Budget Officer - Signature

Megan Chapman

3. Finance Director - Signature

Janet Dutcher

4. CAO Office - Signature

Sandra Moberly

Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN
Mono County Sheriff's Office
And



BJA
Bureau of Justice Assistance
U.S. Department of Justice



Justice & Security Strategies, Inc.

| SUBAWARD INFORMATION | |
|--|---------------------------------------|
| Name: | Mono County Sheriff's Office |
| Address: | PO Box 616 Bridgeport, CA 93517 |
| Award Number | 46316266 |
| Federal Identification Number | 95-6005661 |
| Micro-grantee UEI | L7XGDNTU7B98 |
| Program Period: Start Date - End Date | 01/01/2023-12/31/2025 |
| Total Amount of the Federal Award | \$ 18,000.00 |
| Match Amount | \$ 18,000.00 |

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Mono County Sheriff's Office. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: <https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf>.

Should Mono County Sheriff's Office accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

| AGENCY APPROVAL | SUBRECIPIENT ACCEPTANCE |
|---|---|
| Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 info@srtbwc.com , 888-235-0565 | Typed Name and Title of Authorized Subrecipient Official Ingrid Braun Sheriff |
| Signature of Approving Official | Signature of Authorized Subrecipient Official |
| Date: 10/4/2023 | Date: 10/4/2023 |

Federal Award Number: 2020-BC-BX-K001, **October 1, 2020, C.F.D.A. No: 16.835.** **Federal Award Project Description:** The Fiscal Year 2022 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This is not a research and development grant.

This project was supported by Grant No. 2020-BC-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

Attachment A: Award Specific Requirements

- 1) **Body-worn Camera (“BWC”) Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ’s Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee’s BWC policy is approved in writing by JSS.
 - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee’s executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
 - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
 - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity.”
 - b) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
 - c) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.
- 4) **Audit and monitoring:**
 - a) Should Micro-grantee’s audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
 - b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including:
 - i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
 - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.

Failure to cooperate with BJA’s or JSS’s grant monitoring activities may result in sanctions affecting Micro-grantee’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.
- 5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.

Attachment B: Award Specific Requirements

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

- 1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf.

- 3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.
- 5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either:

- a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or

- b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

- 6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.
- 7) **Procurement rule—cannot discriminate against associates of the federal government:** When buying any goods or services with funds from this micro-grant (this is known as a “procurement transaction”), micro-grantee must not discriminate against any person or business because of their status as an “associate of the federal government” (or because a person or entity is affiliated or owned by such an associate). A person or entity is an “associate of the federal government” if they are engaged or employed (in the past or at present) by or on behalf of the federal government—as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise—in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:
 - a) Severe forms of trafficking in persons
 - b) Procurement of a commercial sex act
 - c) Use of forced labor in the performance of the Subgrant
 - d) Acts that directly support or advance trafficking in persons.

Examples are included in Section B at this website: <https://ojp.gov/funding/explore/prohibitedconduct-trafficking>

Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

- 9) **Rules for trainings developed with funds from this micro-grant:** Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:
 - a) Trainers comply with the law and cannot discriminate.
 - b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.
 - c) Trainers must be well-qualified in the subject area.
 - d) Trainers must demonstrate highest standards of professionalism.

Details about these requirements can be found here:

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html>.

- 10) **Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination:** Equal Employment Opportunity: Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR 42 Subpart E if Micro-grantee is required to have such a program.

- 11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

- 13) **Duty to report fraud, waste, abuse, and misconduct:** Micro-grantee must promptly report to the DOJ Office of the Inspector General (OIG) any credible evidence that any person (whether they work for your organization or not) has (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws of fraud, conflict of interest, bribery, gratuity, or similar misconduct, in connection with funds under this award.

You can report potential fraud, waste, abuse, or misconduct involving or relating to these Subgrant funds by: (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Micro-grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Micro-grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 14) **No restriction on reporting fraud, waste or abuse permitted:** Micro-grantee may not require any employee or contractor to sign a confidentiality agreement that restricts or bans reporting of waste, fraud or abuse to a federal agency. This does not apply to the federal Standard Forms 312 or 4414 regarding not disclosing certain classified or sensitive information.

If JSS learns that micro-grantee is requiring agreements or statements from its employees or contractors that restrict or prohibit reporting of fraud, waste, abuse or misconduct, JSS is required by law to stop all payments under this micro-grant to micro-grantee.

- 15) **No retaliation for reporting gross mismanagement of federal funds:** Micro-grantee may not retaliate against an employee for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. This requires that Micro-grantee complies with applicable provisions of 41 USC 4712.

- 16) **Encouragement to ban text messaging while driving:** Micro-grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving and to establish policies and educate its employees to decrease crashes caused by distracted drivers.

- 17) **Requirements if designated "high risk" by a federal agency:** If micro-grantee is designated "high risk" by a federal grant-making agency other than DOJ, currently or at any time during the course of this micro-grant, micro-grantee must disclose this and any other information requested immediately to JSS at the contact information provided by JSS and to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. "High risk" includes any status under which a federal awarding agency provides additional oversight due to micro-grantee's past performance, or other programmatic or financial concerns with the micro-grantee. Micro-grantee's disclosure must include the following: 1. The federal awarding agency that designates micro-grantee high risk, 2. The date micro-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency. Micro-grantee agrees to comply with all additional requirements imposed by OJP or JSS if micro-grantee is designated as high risk by DOJ or any other federal agency.

- 18) **Copyright and data rights:** Micro-grantee acknowledges that OJP has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for Federal purposes: (1) any copyrighted work developed under this Subgrant; and (2) any rights of copyright to which Micro-grantee purchased with Subgrant funds.

Micro-grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Subgrant; and (2) authorize others to receive, reproduce, publish, or otherwise use this data for Federal purposes.

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- 19) **Micro-grantee integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.

Micro-grantee must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with either this micro-grant or any other grant, cooperative agreement, or procurement contract from the federal government.

If the total value of micro-grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time, micro-grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in this special condition.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN
Mono County Sheriff's Office
And



Justice & Security Strategies, Inc.

| SUBAWARD INFORMATION | |
|--|---------------------------------------|
| Name: | Mono County Sheriff's Office |
| Address: | PO Box 616 Bridgeport, CA 93517 |
| Award Number | 46316266 |
| Federal Identification Number | 95-6005661 |
| Micro-grantee UEI | L7XGDNTU7B98 |
| Program Period: Start Date - End Date | 01/01/2023-12/31/2025 |
| Total Amount of the Federal Award | \$ 72,000.00 |
| Match Amount | \$ 72,000.00 |

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Mono County Sheriff's Office. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: <https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf>.

Should Mono County Sheriff's Office accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

| AGENCY APPROVAL | SUBRECIPIENT ACCEPTANCE |
|---|--|
| Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 info@srtbwc.com , 888-235-0565 | Typed Name and Title of Authorized Subrecipient Official Clint Dohmen Mono County Undersheriff |
| Signature of Approving Official Dr. Shellie Solomon | Signature of Authorized Subrecipient Official Clint Dohmen |
| Date: 3/22/2024 | Date: 2/29/2024 |

Federal Award Number: 2020-BC-BX-K001, **October 1, 2020, C.F.D.A. No: 16.835.** **Federal Award Project Description:** The Fiscal Year 2022 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This is not a research and development grant.

This project was supported by Grant No. 2020-BC-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

Attachment A: Award Specific Requirements

- 1) **Body-worn Camera (“BWC”) Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ’s Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee’s BWC policy is approved in writing by JSS.
 - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee’s executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
 - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
 - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity.”
 - b) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
 - c) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.
- 4) **Audit and monitoring:**
 - a) Should Micro-grantee’s audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
 - b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including:
 - i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
 - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.

Failure to cooperate with BJA’s or JSS’s grant monitoring activities may result in sanctions affecting Micro-grantee’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.
- 5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.

Attachment B: Award Specific Requirements

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

- 1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf.

- 3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.
- 5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either:

- a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or

- b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

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As of July 19, 2023, micro-grantees with awards greater than \$25,000 must comply with the EEOP requirements. The Office of Civil Rights no longer accepts or approves sub-recipient Certification/Verification of Exemption Forms. Instead sub-recipients must complete the Verification Forms and Utilization Reports in the EEOP Report Builder found at <https://eeop.ocr.ojp.gov/certs/sub/homepage>. Forms must be submitted to JSS through the Grant Application portal prior to receipt of payment.

- 11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Public Works

TIME REQUIRED

SUBJECT List of Projects for Fiscal Year 2024-2025 Funded by SB1 Fund

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed "Resolution of the Mono County Board of Supervisors Adopting a List of Projects for Fiscal Year 2024-2025 Funded by SB1: The Road Repair and Accountability Act of 2017"

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

The estimate for Mono County SB1/Road Maintenance and Rehabilitation Account (RMRA) funding for the upcoming fiscal year 24/25 is \$2,536,891. This funding in addition to funds remaining from previous fiscal years will be applied to the projects listed in the attached resolution for Board approval.

CONTACT NAME: Chad Senior

PHONE/EMAIL: 760 920-3496 / csenior@mono.ca.gov

SEND COPIES TO:

csenior@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| Staff Report |
| Resolution |
| Exhibit A - Local Streets and Roads Projected Revenues |

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 5/21/2024 10:31 AM | County Counsel | Yes |
| 5/29/2024 1:31 PM | Finance | Yes |
| 5/30/2024 10:18 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 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 4, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Chad Senior, Associate Engineer
Re: **FY24-25 SB1 Road Maintenance and Rehabilitation Account (RMRA) Project List**

Strategic Plan Focus Area: Improve Public Safety – Infrastructure & Roads

Background

Senate Bill 1 (SB1) was adopted in 2017 and has since enabled road maintenance efforts and projects across the County Road system that would not be possible without the associated RMRA revenue provided by the state. Annually, prior to receiving SB1 funding, the County is required to provide to the state a proposed project list, adopted by Board resolution, which includes project description, location, schedule, and estimated useful life of all projects that will utilize RMRA funds in the upcoming fiscal year. Submittal of adopted resolution with approved projects to the California Transportation Commission (CTC) permits the State Controller's office to disperse monthly SB1 apportionments to Mono County. RMRA funds may be used for road maintenance, road rehabilitation, road safety projects, complete street components, and to provide County match for State and Federal transportation grant programs.

To date, SB1 funds have been used to partially or fully fund the following County projects:

- 2023 Pavement Preservation Project (Upper Rock Creek Rd and Convict Lake Rd) – completed 2022
- Long Valley Streets Project – completed 2022
- June Lake Village Pedestrian Safety Project – completed 2022
- Airport Road Rehabilitation – completed 2021
- Twin Lakes Road Maintenance – completed 2021
- Virginia Lakes Road Maintenance – completed 2021
- Road Division Crack Sealing – completed 2020/2021/2022
- Road Division Striping – completed 2021
- Eastside Lane Phase 1 Full Depth Reconstruction 1.7 miles – completed 2020
- Slurry Seal Mono City Streets and chip seal for Benton Crossing (Phase 1) Section A – completed 2019
- Road Rehabilitation South Landing Road and Hackney Drive – completed 2019
- Fog Seal and Stripe Bridgeport Streets, Lee Vining Streets, Chalfant Streets, Paradise Streets, Swall Meadows Streets, June Lake Streets, Lundy Lake Road, Crowley Lake Drive Owens Gorge Road, and Lower Rock Creek Road – completed 2018

Discussion

For the upcoming fiscal year, the Northshore Drive Rehabilitation Project, Aspen Springs Ranch Road Rehabilitation Project, and Pinenut Road Rehabilitation Project are the new projects included for the use of SB1 funds in the next fiscal year. The Northshore Drive Rehabilitation Project is funded by the State Transportation Improvement Program (STIP) for construction only. All pre-construction work will be funded by SB1 for this project. Both Aspen Springs Ranch Road and Pinenut Road will be funded by SB1 funds for both pre-construction and construction.

The previously proposed and adopted RMRA-funded maintenance efforts and projects shown on the attached resolution have been advanced over the last fiscal year and work will continue through the 2024/2025 fiscal year. Note, one previously approved joint project with the Town of Mammoth Lakes (Chaparral Road Extension) has been carried over to the 2024/2025 fiscal year.

The deadline for the approved Project List submittal is July 1, 2024. Today's recommendation is for the Board to adopt the attached Resolution and direct staff to submit to the California Transportation Commission via the online CalSMART reporting system before the deadline.

Please contact me at 760.924.1812 or by email at cseior@mono.ca.gov if you have any questions.

Respectfully submitted,



Chad Senior
Mon County Associate Engineer

Attachments: Exhibit A – Local Streets and Roads – Projected Revenues
Resolution Adopting FY 2024-25 SB 1 RMRA Project List



R24-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING A LIST OF PROJECTS
FOR FISCAL YEAR 2024-2025 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the County, will receive an estimated \$2,536,891 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the eighth year in which the County is receiving SB 1 funding and will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the County has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the County maintain and rehabilitate streets/roads, bridges and add active transportation infrastructure throughout the County this year and many similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the County's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade is expected to bring our streets and roads into a "good" condition; and

1 **WHEREAS**, the SB 1 project list and overall investment in our local streets and roads
 2 infrastructure with a focus on basic maintenance and safety, investing in complete streets
 3 infrastructure, and using modern technology, materials and practices, will have significant
 4 positive co-benefits statewide.

5 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
 6 **MONO FINDS, RESOLVES and ATTESTS** that:

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2024-25 Road Maintenance and Rehabilitation Account revenues:

| Proposed Projects | | Project location | |
|--|---|------------------------------|------------------------------------|
| Project Title | Project Description | Estimated Useful Life | Estimated Schedule |
| 1. Aspen Springs Ranch Road Rehabilitation Project | Pre-Construction work for environmental, plans, specifications and estimates followed by construction to rehabilitate existing road pavement | Aspen Springs Ranch Road | |
| | | 30 Years | 07/2024-05/2025 05/2025-12/2025 |
| 2. Pinenut Road Rehabilitation Project | Pre-Construction work for environmental, plans, specifications and estimates followed by construction to rehabilitate existing road pavement and drainage | Pinenut Road | |
| | | 30 years | 07/2024-05/2025 05/2025-12/2025 |
| 3. Northshore Drive Rehabilitation Project | Pre-Construction needed to for environmental, right of way, and plans, specifications, and estimates to rehabilitate existing road pavement | Northshore Drive | |
| | | 30 years | 05/2025-06/2027 |

3. The following previously proposed and adopted projects may utilize fiscal year 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

| Previously Proposed and Adopted Projects | | Project location | |
|---|--|--|---------------------------|
| Project Title | Project Description | Estimated Useful Life | Estimated Schedule |
| 4. Eastside Lane Rehabilitation Phase 2 | Full road rehabilitation to replace existing pavement and replace two culverts (Construction) | Eastside Lane, Hwy 395 to Offal Rd and Cunningham Ln to Topaz Ln | |
| | | 30 years | 07/2024-12/2025 |
| 5. Benton Crossing – Section A and B | Road Rehabilitation, to include slurry, cape seal, HMA overlay or other measures to be determined during design, plus striping, signage (Pre-Construction) | Benton Crossing from Highway 395 to Waterson Summit | |
| | | 20 years | 03/2022-03/2025 |
| 6. Benton Crossing | Pre-Construction for environmental, right | Benton Crossing from Wildrose | |

| Previously Proposed and Adopted Projects | | Project location | |
|--|--|--|--------------------|
| Project Title | Project Description | Estimated Useful Life | Estimated Schedule |
| Phase 1 – Section D | of way, and plans, specifications, and estimates to rehabilitate existing pavement with the addition of new bike lanes | Summit to Hwy 120 | |
| | | 30 years | 06/2023-12/2025 |
| 7. Guardrail Safety Project | Replacement of County guardrails in accordance with the County Systemic Safety Plan (Construction) | Benton Crossing, Lower Rock Creek, Twin Lakes, Gull Lake | |
| | | 20 years | 07/2024-12/2025 |
| 8. Edge line Striping Safety Project | Paint right-edgeline striping in accordance with the County Systemic Safety Plan (Construction) | Twin Lakes Rd, Eastside Ln, Northshore Dr, Topaz Ln | |
| | | 20 years | 07/2024-12/2025 |
| 9. Curve Signage Safety Project | Installation of systemic safety curve warning signs, chevrons, and update existing signs in accordance with the County Systemic Safety Plan (Construction) | Benton Crossing, Lower Rock Creek, Convict Lake, Lundy Lake, Twin Lakes, Eastside Ln | |
| | | 20 years | 7/2024-12/2025 |
| 10. Chaparral Road Extension | Road extension will include sidewalks, storm drains, asphalt, and multi-use paths (Construction) | Northerly end of Chaparral to new segment of Tavern Road, Mammoth Lakes | |
| | | 20-30 years | 6/2023-12/2024 |
| 11. Rock Creek Road Drainage Repairs | Repair road damage related to high groundwater under a section of the road (Construction) | Upper Rock Creek Road near Mono-Inyo County Line | |
| | | 25 years | 7/2021-6/2025 |
| 12. Road Division Crack Sealing | Road maintenance and repairs - crack sealing, sign replacement, etc. (Construction) | Antelope Valley, Bridgeport, June Lake, Long Valley, Benton, Swall Meadows, Paradise, Chalfant | |
| | | 5 years | 3/2023-6/2025 |
| 13. Road Division Striping | Road maintenance paint centerline striping, including areas to improve safety for pedestrians and bicycles (Construction) | Chalfant, Lee Vining, Long Valley, Bridgeport, Crowley Lake | |
| | | 5 years | 5/2023-6/2025 |
| 14. Bridge Maintenance Program | Design of bridge maintenance program Bundle 1 – concrete bridge deck maintenance (Pre-Construction) | Antelope Valley, Bridgeport, Long Valley, Lower Rock Creek Road | |
| | | 5 years | 6/2021-6/2025 |

PASSED, APPROVED, and ADOPTED by the Board of Supervisors of Mono County, State of California this 4th day of June, 2024, by the following vote, to wit:

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AYES:
NOES:
ABSENT:
ABSTAIN:

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////

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

EXHIBIT A

Local Streets and Roads - Projected Revenues

*Based on State Dept of Finance statewide revenue projections
Estimated January 2024*

| | 2023-24 | | | 2024-25 | | |
|---------------------------------|--------------------------|--------------------------|------------|--------------------------|--------------------------|------------|
| | Hwy Users Tax Account | Road Mntnc Rehab Acct | TOTAL | Hwy Users Tax Account | Road Mntnc Rehab Acct | TOTAL |
| MODOC COUNTY | | | | | | |
| ALTURAS | 80,792 | 64,954 | 145,746 | 82,001 | 69,432 | 151,433 |
| County of Modoc | 2,879,497 | 3,237,932 | 6,117,429 | 2,906,574 | 3,461,177 | 6,367,751 |
| Total City & County: Modoc | 2,960,289 | 3,302,886 | 6,263,175 | 2,988,575 | 3,530,609 | 6,519,184 |
| MONO COUNTY | | | | | | |
| MAMMOTH LAKES | 2,084,077 | 174,128 | 2,258,205 | 2,087,888 | 186,133 | 2,274,021 |
| County of Mono | 2,235,838 | 2,373,262 | 4,609,100 | 2,255,749 | 2,536,891 | 4,792,640 |
| Total City & County: Mono | 4,319,915 | 2,547,390 | 6,867,305 | 4,343,637 | 2,723,024 | 7,066,661 |
| MONTEREY COUNTY | | | | | | |
| CARMEL-BY-THE-SEA | 87,419 | 75,727 | 163,147 | 88,746 | 80,949 | 169,694 |
| DEL REY OAKS | 46,494 | 37,756 | 84,250 | 47,155 | 40,359 | 87,514 |
| GONZALES | 227,066 | 204,366 | 431,432 | 230,646 | 218,456 | 449,103 |
| GREENFIELD | 522,746 | 476,846 | 999,592 | 531,099 | 509,723 | 1,040,822 |
| KING CITY | 364,339 | 330,802 | 695,141 | 370,134 | 353,610 | 723,744 |
| MARINA | 579,251 | 528,344 | 1,107,596 | 588,507 | 564,772 | 1,153,279 |
| MONTEREY | 745,193 | 681,380 | 1,426,572 | 757,129 | 728,358 | 1,485,488 |
| PACIFIC GROVE | 393,859 | 358,191 | 752,050 | 400,134 | 382,887 | 783,021 |
| SALINAS | 4,184,195 | 3,868,421 | 8,052,616 | 4,251,961 | 4,135,136 | 8,387,097 |
| SAND CITY | 15,502 | 9,002 | 24,505 | 15,660 | 9,623 | 25,283 |
| SEASIDE | 854,810 | 783,084 | 1,637,893 | 868,528 | 837,075 | 1,705,602 |
| SOLEDAD | 723,053 | 660,838 | 1,383,890 | 734,629 | 706,400 | 1,441,029 |
| County of Monterey | 11,898,892 | 10,833,329 | 22,732,221 | 12,092,724 | 11,580,252 | 23,672,976 |
| Total Cities & County: Monterey | 20,642,819 | 18,848,086 | 39,490,904 | 20,977,052 | 20,147,601 | 41,124,653 |
| NAPA COUNTY | | | | | | |
| AMERICAN CANYON | 570,880 | 515,799 | 1,086,679 | 580,019 | 551,362 | 1,131,381 |
| CALISTOGA | 142,695 | 124,928 | 267,622 | 144,908 | 133,541 | 278,449 |
| NAPA | 2,033,791 | 1,858,351 | 3,892,142 | 2,066,720 | 1,986,479 | 4,053,199 |
| SAINT HELENA | 148,841 | 130,578 | 279,419 | 151,155 | 139,581 | 290,735 |
| YOUNTVILLE | 83,644 | 71,562 | 155,205 | 84,912 | 76,496 | 161,407 |
| County of Napa | 4,161,087 | 3,743,274 | 7,904,361 | 4,228,621 | 4,001,361 | 8,229,982 |
| Total Cities & County: Napa | 7,140,936 | 6,444,491 | 13,585,428 | 7,256,335 | 6,888,819 | 14,145,154 |
| NEVADA COUNTY | | | | | | |
| GRASS VALLEY | 428,324 | 326,014 | 754,338 | 435,433 | 348,491 | 783,924 |
| NEVADA CITY | 109,225 | 80,181 | 189,405 | 110,973 | 85,709 | 196,682 |
| TRUCKEE | 2,136,804 | 401,645 | 2,538,450 | 2,145,562 | 429,337 | 2,574,900 |
| County of Nevada | 4,387,413 | 3,932,534 | 8,319,947 | 4,453,340 | 4,203,670 | 8,657,010 |
| Total Cities & County: Nevada | 7,061,766 | 4,740,373 | 11,802,140 | 7,145,309 | 5,067,207 | 12,212,516 |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Public Works - Recreation

TIME REQUIRED

SUBJECT Budget Adjustment for Mono County
Recreation Division to Purchase Trail
Counters

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Recreation division is in need of data collection equipment, which is a valid Local Transportation Committee (LTC) expenditure. There is an excess of LTC funds available that needs to be drawn down before June 30, 2024. The Recreation budget remaining for FY 23/24 currently does not have enough funds to cover the cost of the data collection equipment; this item is to ask the Board to approve the ATR that would put enough money into the Recreation Minor Equipment account that could then be used to complete the purchase.

RECOMMENDED ACTION:

Approve budget adjustment for FY 2023-24 as requested or amended, (4/5 vote required).

FISCAL IMPACT:

The appropriation increase of \$16,000 in the Recreation Budget to acquire equipment is funded with a one-time revenue transfer from the Mono County Local Transportation Commission.

CONTACT NAME: Marcella Rose

PHONE/EMAIL: 760-616-4953 / mrose@mono.ca.gov

SEND COPIES TO:

Marcella Rose

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| <input type="checkbox"/> Recreation LTC ATR Staff Report |
| <input type="checkbox"/> Appropriation Transfer Request -Recreation for Trail Counter purchase with Local Transportation Commission funds |

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 5/29/2024 3:53 PM | County Counsel | Yes |
| 5/29/2024 1:32 PM | Finance | Yes |
| 5/30/2024 10:09 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 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 4, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Marcella Rose, Sustainable Recreation Coordinator
Re: ATR to make funds available in Recreation budget for LTC expenditures

History:

The Local Transportation Committee (LTC) has funds that are used to implement work elements outlined in the annual LTC Overall Work Plan (OWP). Within the LTC OWP, there is a Regional Trails element (WE 900.6), and a data collection element (WE 900.2), in which Mono County stated that we would use LTC funds to purchase data collection equipment, specifically trail and vehicle counters and associated accessories. A portion of the LTC funds are set to expire June 30, 2024, imposing a greater sense of urgency to utilize funds sooner than later. Thus, more funds are available to purchase a greater amount of data collection equipment, which will be well used and beneficial throughout the County.

Discussion:

The Recreation budget remaining for FY 23/24 currently does not have enough funds in the Minor Equipment account to cover the purchase of the data collection equipment. The ATR presented to the Board transfers anticipated LTC funds into the Minor Equipment account so that the purchase can be completed. The entire expenditure is reimbursable by LTC funds.

If you have questions regarding this item, please contact Marcella Rose at 760-616-4953, or mrose@mono.ca.gov

Respectfully submitted,

Marcella Rose, Sustainable Recreation Coordinator

Attachment:

Attachment A – ATR signed

**COUNTY OF MONO
APPROPRIATION TRANSFER REQUEST**

| | | | |
|---------------------|---------------------------|---------------------|--------------|
| Department: | Public Works - Recreation | Fiscal Year: | 23-24 |
| Budget Unit: | Recreation 108- | Date: | 5/14/2024 |
| Prepared by: | Marcella Rose | Phone: | 760-616-4953 |

Revenue adjustment

| Action | Account Number | Account Name | Approved Budget | Adjustment | Adjusted Budget |
|--------|------------------|---------------------------|-----------------|-------------|-----------------|
| +/- | XXX-XX-XXX-XXXXX | | \$XX,XXX.XX | \$XX,XXX.XX | \$XX,XXX.XX |
| + | 108-27-194-15900 | Oth: Other Gov't Agencies | \$86,189.03 | \$16,000.00 | \$102,189.03 |
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Expense adjustment

| Action | Account Number | Account Name | Approved Budget | Adjustment | Adjusted Budget |
|--|------------------|-----------------|-----------------|---------------|-----------------|
| +/- | XXX-XX-XXX-XXXXX | | \$XX,XXX.XX | \$XX,XXX.XX | \$XX,XXX.XX |
| + | 108-27-194-33010 | Minor Equipment | \$20,000.00 | \$16,000.00 | \$36,000.00 |
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| Total (If greater than \$0 explain on page 2) | | | | \$0.00 | |

**COUNTY OF MONO
APPROPRIATION TRANSFER REQUEST**

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

1 - Why was this not anticipated at time of Budget Development?

At the time of budget development, it had not yet been determined how past year's LTC funds would be spent; it was only recently determined that there was an increase in money available from LTC that should be spent within the Recreation Minor Equipment budget item, and that it must be spent prior to FY23-24 end on June 30, 2024.

2 - Why are funds available for the budget adjustment? If total is not zero explain where funds are coming from and make a statement of current fund balance before adjustment.

Funds are available for this budget adjustment because in past years funds allocated to the Local Transportation Committee (LTC) have not been fully expended, leading to an surplus of funds available for LTC eligible purchases in this FY. These excess funds must be spent by June 30, 2024.

3 - Is this a non-recurring event or should this be reflected in next years budget?

Non-recurring event.

Budget Request detail

Board Approval not required

Board Approval required

Request for Contingency

1. Department Head - Signature

Karyn Spears

2. Budget Officer - Signature

Megan Chapman

3. Finance Director - Signature

Janet Dutcher

4. CAO Office - Signature

Sandra Moberly



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Human Resources

TIME REQUIRED

SUBJECT Approval of Updates to Existing
County Job Descriptions and
Changes to the Allocation List

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of updates to existing County Job Descriptions and changes to the Allocation List; and request the Board of Supervisors direct the County Administrative Officer or designee to approve future updates to existing County Job Descriptions.

RECOMMENDED ACTION:

Approval of updates to existing County Job Descriptions and changes to the Allocation List; and request the Board of Supervisors direct the County Administrative Officer or designee to approve future updates to existing County Job Descriptions.

FISCAL IMPACT:

None.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 5414 / cbouchard@mono.ca.gov

SEND COPIES TO:

HR

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| <input type="checkbox"/> Staff Report |
| <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Human Resources Director Description |
| <input type="checkbox"/> Management Analyst Description |
| <input type="checkbox"/> Appraiser Aide Description |

[Social Worker Supervisor I Adult Services Description](#)

[Social Worker Supervisor II Adult Services Description](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 5/29/2024 4:00 PM | County Counsel | Yes |
| 5/29/2024 1:42 PM | Finance | Yes |
| 5/30/2024 10:06 AM | County Administrative Office | Yes |



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: June 4, 2024

Re: Approval of updates to existing County Job Descriptions and changes to the Allocation List; and request the Board of Supervisors direct the CAO or designee to approve future updates to County Job Descriptions.

BOARD OF SUPERVISORS

CHAIR

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

COUNTY DEPARTMENTS

ASSESSOR

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

Queenie Barnard

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Strategic Plan Focus Area(s) Met

A Thriving Economy Safe and Healthy Communities Mandated Function

Sustainable Public Lands Workforce & Operational Excellence

Discussion

This item was approved by the Board on May 14, 2024 but due to an error in the agenda management system the correct attachments were not included. This item includes the same job descriptions that were approved by the Board on May 14, 2024 and the correct attachments.

Over the past few months, the Human Resource staff has been reviewing and updating existing job descriptions. Currently there are various versions and there is a need to create one official document for each one. To formalize our processes and have consistency we have updated these job descriptions to meet the actual tasks of the job as well as meeting the needs of the departments. Below is a list of the descriptions included in this board item.

- Human Resources Director
- Management Analyst
- Appraiser Aide
- Adult Social Services Supervisor I/II

Staff is requesting the Board give authority to the CAO or designee to continue updating all County Job Descriptions moving forward. These updates and changes would only bring legal compliance and make minor changes to align with the actual tasks of the positions. In the event changes need to be made to the allocation list or a job description needs to be added or deleted, staff would bring these items forward for Board consideration. In addition to approval of the updates to the job descriptions, staff is requesting the Board approve a change in the allocation list from Chief People Officer to Human Resource Director. The salary matrix already reflects the correct salary for the Human Resource Director.



R24-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS
IN THE DEPARTMENT OF HUMAN RESOURCES**

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

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

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

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes all within the Department of Human Resources:

Eliminate the allocation of one full-time permanent Chief People Officer salary range AT-Will 122 (new total: Zero),

Add the allocation of one full-time permanent Human Resource Director salary range AT-Will 122 (new total: One),

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1 **PASSED, APPROVED** and **ADOPTED** this _____ day of _____, 2024,
2 by the following vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

7
8
9
10 _____
11 John Peters, Chair
12 Mono County Board of Supervisors

13 **ATTEST:**

13 **APPROVED AS TO FORM:**

14
15
16 _____
17 Clerk of the Board

16 _____
17 County Counsel



DIRECTOR OF HUMAN RESOURCES

FLSA: Exempt
BOS Approval Date:

EEO Category: 1
Salary Range:

DEFINITION

Under administrative direction of the County Administrative Officer, plans, organizes, coordinates and directs the County's personnel programs, classification and compensation, recruitment and selection, employer-employee relations, labor negotiations, benefit administration, affirmative action and employee development functions, and other personnel management functions. Provides expert professional assistance to County Administrative Officer, Board of Supervisors, other County department heads and employees. Under general direction, performs a variety of complex, professional and analytical activities in support of assignments.

DISTINGUISHING CHARACTERISTICS

This single position, at-will, classification is characterized by the director level responsibility to manage and direct a full-service integrated personnel system and demands a high level of skill, knowledge, and ability in all aspects of human resources. The work requires initiative, judgment, discretion and the ability to make independent decisions in recommending, implementing, and administering County personnel rules, policies, and procedures in compliance with legal requirements. Emphasis is placed on overall leadership and management skills in developing and implementing personnel program objectives, and in guiding/directing the organization in a manner that achieves policy goals of the county and integrates programs and employees in the most efficient means within available resources. Requires creative ability, resourcefulness and discriminating judgment in the analysis and solution of complex problems and the ability to make technical decisions on specialized and complex matters.

REPORTS TO

County Administrative Officer.

CLASSIFICATIONS DIRECTLY SUPERVISED

May supervise full or part-time FTS series, Human Resources Specialist/Generalist or related classification.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Include, but are not limited to the represented duties below. These are not to be construed as exclusive or all-inclusive. Other duties may be assigned.

Human Resources

- Gather information and assess resources to coordinate all human resource functions under the Human Resource Department. Perform record-keeping, review of employment practices, review HR policies and procedures. Establish departmental budget, goals, and objectives.
- Develop, implement, interpret, monitor, and administer policies and procedures in accordance with state and federal regulations.

- Perform employment related activities such as test development, recruitment, screening, and other selection processes. Ensure compliance with affirmative action and equal employment opportunity laws.
- Determine job classification and groupings, FLSA exemption status, recommend salary levels substantiated by internal and external analysis. Assist departments to define essential functions through job analysis and the development of position descriptions. Conduct research and salary surveys to recommend salaries to the County. Administer and maintain annual salary schedules, reclassifications, and cost of living adjustments. Direct the County in the development and implementation of a county-wide class/comp plan.
- Advise employees and managers regarding effective employment relationships. Directs employee surveys on job-related issues, summarizes and analyzes data and prepares reports. Investigates and recommends direction of disciplinary actions, complaints, grievances, etc. for employing officials.
- Participate in labor contract negotiations. Prepare management resources for negotiations by gathering information, resources and proposals. Provide contract administration and interpretation, provide employees and supervisors with assistance on provisions of contracts and labor relation issues.
- Develop, coordinate, and conduct staff training and development programs for all personnel functions, management principals, rules, policies and procedures. Oversee new employee on-boarding
- Confer with department heads concerning HR planning, organizational development and goal setting with periodic assessments of progress and attainment.
- Participate in the County strategic planning process. Be a full business partner by supporting the County mission.
- Responsible for the supervision, productivity, professionalism, and discipline of the human resources department staff.
- Represent the department in meetings with representatives of governmental agencies, professional and business organizations, employee organizations and the public.
- Develop and present Board agenda items as required.
- Monitor and implement Human Resource compliance programs as mandated by the state, federal and court case decision/opinion; prepare a variety of personnel related presentations and reports.
- Responds to public inquiries and concerns.
- Conduct interactive process meetings to assure ADA compliance.
- Perform special projects as assigned by the County Administrative Officer and/or Board of Supervisors.
- Build and maintain positive working relationships with co-workers, Union leaders, other County employees and the public.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Thorough knowledge of principles, practices and techniques of public sector personnel administration including recruitment and selection, affirmative action, classification, job analysis, compensation and employee development.
- Thorough knowledge of the principles and practices of labor relations in the public agency setting, including effective negotiating techniques.
- Administrative principles and methods, including goal setting, program development and implementation and employee supervision.
- Federal, state and local laws, court case opinion/decision, rules and regulations governing human

resources administration and employer/employee relations.

- Principles and practices of budget development and administration.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Employee onboarding and offboarding processing and associated records.
- Knowledge of benefit administration.
- Computer based software and programs for human resources processing.
- Principles of leadership, supervision, training and performance evaluation.
- Principles and practices of analysis and evaluation of programs, policies and operational needs.
- Principles and practices of conducting investigations.
- Modern office practices and equipment.

Ability to:

- Plan, organize, and administer the operations of a broad, centralized human resources program.
- Select, train, motivate and evaluate assigned staff.
- Negotiate effectively with varied groups and individuals. Thorough knowledge of labor contract administration.
- Develop, implement and interpret goals, objectives, policies, procedures, work standards and internal controls.
- Implement a computer based program for human resources processing.
- Analyze complex problems, evaluate alternatives and make creative recommendations.
- Prepare clear, concise and complete reports, correspondence and other written materials.
- Exercise sound independent judgment within general policy guidelines and legal constraints.
- Ability to be a positive leader with experience leading, facilitating, teaching and coaching teams of people in successful endeavors.
- Maintain confidentiality.
- Ability to communicate effectively orally and in writing. Ability to speak effectively before groups, maintain a good public image.
- Ability to represent Mono County in all forums and gatherings.
- Ability to establish and maintain effective working relationships with County officials, other local governmental officials, employees and the public.
- Analyzing and interpreting a variety of complex insurance, medical and legal documents.
- Analyzing, investigating and evaluating program results relating to objectives and policy guidelines.
- Preparing and administering program budgets.
- Successfully communicating and working with all levels of the line staff, departmental management and Board of Supervisors.
- Ability to act and think strategically.

Education and Experience:

Any combination of training and experience, which would provide the required knowledge and abilities, is

qualifying. A typical way to obtain the required knowledge and abilities might be:

- Bachelors degree from an accredited college or university in human resource management or a related field or a demonstrated equivalent in formal education and experience.
- Five or more years of progressively responsible experience in a human resources department, preferably in the public sector. Three (3) years of which must have been in a supervisory capacity.
- Demonstrated expertise in communications and interpersonal skills.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is often required to travel to and make outside visits – occasionally on uneven surfaces with potential access barriers; to use hands to finger, handle, or feel; reach with hands and arms; and to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 15 pounds. Specific vision and hearing abilities required by this job include hearing and vision adequate to observe human interaction, and vision to input and access information from a computer system.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually quiet.

Special Requirements:

Possession of a valid driver's license in California.

(Revised 04.29.2024)



Management Analyst I-II-III

FLSA: Exempt
BOS Approval Date:

EEO Category: 2
Salary Range: 109/112/115

DEFINITION

~~Under general supervision and direction performs a full range of complex, responsible, and varied professional, analytical, financial, systems, statistical, programmatic, management, policy, and/or other administrative analyses duties in providing highly responsible staff support that works closely with managers and other upper management throughout the organization within the County ; develops, presents, and implements plans, programs, and recommendations for the Board of Supervisors, advisory committees and commissions; and provides staff support to upper level management..~~

~~The Management Analyst series consists of three management level classes.. These classes perform a variety of complex administrative studies and analyses relating to operating procedures and practices, organizational and budgetary requests, and/or operational issues of assigned County departments, and recommend appropriate course of action. Positions allocated to the Management Analyst series are responsible for establishing, interpreting, and carrying out overall County wide policies and procedures, along with the development of policies and procedures for program accomplishment and/or the supervision of the implementation of County policies and programs. M~~

Under general direction and depending on the assigned area, performs a variety of analytical and administrative duties in support of finance, administration or programmatic functions ; conducts studies and research; participates in special projects; prepares a variety of financial and statistical reports; oversees specialized administrative or program areas; administers grant funding and submits grant reports; ensures work quality and adherence to established policies and procedures; provides administrative support and staff assistance to department staff, boards, and committees; and performs related work as required. Assignment to a specific classification within this series is dependent on a variety of factors including the needs of the department. The Management Analyst series consists of three management level classes used throughout the county.

Assignment to a specific classification within this series is dependent on a variety of factors including the needs of the department, the complexity and/or diversity of tasks and responsibilities and level of oversight received or provided.

DISTINGUISHING CHARACTERISTICS

~~Management Analyst I – is the trainee and first working level in the series. Incumbents in this class are initially assigned work of a well-defined and limited nature, receiving close supervision while performing tasks of moderate difficulty. All findings and recommendations are subject to final review and approval. As experience is acquired, assignments become more difficult and are performed more independently. Incumbents may be assigned training and lead duties over newer analysts, fiscal, and administrative staff. This classification is designated as an "at will" classification.~~

~~Management Analyst II – is the experienced journey level class. Incumbents work under limited supervision and direction and are assigned tasks of greater complexity, sensitivity, and latitude than that of the Management Analyst I. Incumbents may be assigned supervision, training, and lead duties over one or more lower level analysts, fiscal, or administrative staff. As experience, knowledge, skills, and abilities are acquired and utilized, the degree and complexity of duties and responsibilities may correspondingly increase to the Management Analyst III level. However, incumbents may remain at the Management Analyst II level at the discretion of the CAO depending on the scope and level of difficulty of assigned duties and responsibilities, and the needs of the CAO's office. This classification is designated as an "at will" classification.~~

~~Management Analyst III – is the advanced level of the Management Analyst series. Incumbents in this class work independently, under general direction, to perform complex management, administrative, financial, budgetary, organizational, systems analysis, problem solving, and dispute resolution. Incumbents may be assigned supervision, training, and lead duties over one or more lower level analysts, fiscal, or administrative staff. Promotion into this classification is at the sole discretion of the CAO and based upon the needs of the department.~~

DISTINGUISHING CHARACTERISTICS

Management Analyst I – is the trainee and first working level in the series. Incumbents in this class are initially assigned work of a well-defined and limited nature, receiving close supervision while performing tasks of moderate difficulty. All findings and recommendations are subject to final review and approval. As experience is acquired, assignments become more difficult and are performed more independently. Incumbents may be assigned training and lead duties over newer analysts, fiscal, and administrative staff. This classification is designated as an "at will" classification.

Management Analyst II – is the experienced journey level class. Incumbents work under limited supervision and direction and are assigned tasks of greater complexity, sensitivity, and latitude than that of the Management Analyst I. Incumbents may be assigned supervision, training, and lead duties over one or more lower-level analysts, fiscal, or administrative staff. As experience, knowledge, skills, and abilities are acquired and utilized, the degree and complexity of duties and responsibilities may correspondingly increase to the Management Analyst III level. However, incumbents may remain at the Management Analyst II level at the discretion of the department head and/or elected official depending on the scope and level of difficulty of assigned duties and responsibilities, and the needs of the department. This classification is designated as an "at will" classification.

Management Analyst III – is the advanced level of the Management Analyst series. Incumbents in this class work independently, under general direction, to perform complex management, administrative,

financial, budgetary, organizational, systems analysis, problem solving, and dispute resolution. Incumbents may be assigned supervision, training, and lead duties over one or more lower-level analysts, fiscal, or administrative staff. Promotion into this classification is at the sole discretion of the department head and/or elected official and based upon the needs of the department.

SUPERVISION RECEIVED AND EXERCISED

Responsibilities may include direct supervision over assigned staff.

EXAMPLE OF ESSENTIAL DUTIES

- The following duties are typical for this classification. Incumbents may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.
- Perform administrative and management duties including budget, organizational, staffing, systems, policy, management, procedural, and legislative analysis.
- Provide assistance in resolving highly sensitive, difficult, and complex operational and administration problems; identify problem areas and issues and propose solutions; plan, organize, coordinate, direct, and/or conduct administrative and/or management studies relating to the activities or operation of the assigned department, office, or program area; conduct complex surveys, research, and analysis on administrative, fiscal, and operational issues; determine analytical techniques and information-gathering processes and obtain required information and data for analysis; analyze alternatives and make recommendations regarding such areas as staffing, policy or procedure modifications; discuss findings with management staff and prepare reports of study conclusions; oversee and assist in the implementation of recommendations.
- Develop, present, and implement plans, programs, and recommendations for the department, and advisory committees and commissions; may serve as staff for various boards, commissions and committees; prepare and present staff reports and other correspondence as appropriate and necessary.
- Review, analyze, and prepare policies and procedures with County-wide impact; advise departments regarding County policies and procedures; assist departments in the establishment of standard management procedures.
- Participate in the budget development process and budget monitoring activities for assigned areas of responsibility; coordinate, forecast, research, prepare, and present assigned operating and capital budget submission; review and analyze budget requests and budget changes considering departmental and County-wide implications of such budget actions and confer with departmental staff regarding fiscal alternatives; create data tracking and reporting systems; monitor monthly status; communicate financial status with management staff.
- Perform the full range of duties involved in the identification, planning, development, and implementation of new and/or modified programs/projects that would promote and enhance the mission, goals, and objectives of the County; oversee or perform the necessary research and analysis to justify the appropriateness of implementing the proposed program/project; prepare presentation materials and background documentation; monitor project success using appropriate tracking and feedback systems.

Job Description
Management Analyst I/II/III

- Plan, coordinate, implement, promote, and oversee significant programs, projects, and initiatives; oversee and participate in the development and implementation of program/project goals, objectives, policies, procedures, and priorities; oversee and participate in the development and implementation of strategies and workplans for the achievement of these goals.
- Ensure that assigned program/project activities and services comply with relevant federal, state, and local laws, policies, and regulations; research laws and other regulatory requirements governing governmental operations.
- Coordinate assigned services and program/project activities with those of other County programs, functions, departments and staff, boards, committees, and task forces as well as external agencies, groups, and the general public to ensure effective cooperation consistent with optimal efficiency, effectiveness, and economy; coordinate data, resources, and work products as necessary and upon request in support of a productive and positive working environment; represent the assigned area to public and private groups, organizations, and other County groups; provide information and assistance as appropriate; respond to inquiries on policy and procedure from departments, other governmental agencies and the public.
- Prepare narrative and statistical reports, correspondence, spreadsheets, and graphics using automated techniques for the Board of Supervisors and the County Administrative Officer; make oral presentations to the Board of Supervisors and other boards, commissions, and committees.
- Perform the full range of duties involved in researching, negotiating, and monitoring assigned contracts and agreements; ensure work is performed in compliance with contracts and agreements.
- Act as the County's representative and liaison with various federal, state, and local public agencies and with business, professional and community organizations.
- Attending and participating in professional group meetings; stays informed of new trends and innovations in the fields of business and public administration and issues related to field of expertise.
- May direct the work of assigned professional and support staff on a project or day-to-day basis.
- Perform related duties as required.

TYPICAL QUALIFICATIONS

Knowledge of:

- Principles and practices of public administration.
- Organization, services, operations, functions, and administrative structure of public agencies, including the role of an elected Board; legal mandates of County government.
- Organization, function, and problems of county government, including government, board, and legislative processes.
- Operational characteristics, services, and activities of assigned program area. Principles and practices of budget preparation and administration.
- Finance and accounting systems including government finance and budgeting procedures. Methods and techniques of internal auditing.
- Principles and practices of program development and administration.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to area of assignment.

Job Description
Management Analyst I/II/III

- Principles and practices of contract negotiation, preparation, and monitoring. Principles and applications of critical thinking and analysis.
- Techniques and formulae for administrative, financial, and comparative analyses.
- Methods and techniques of effective technical, administrative, and financial record keeping, report preparation, and presentation.
- Recent developments, research methods, current literature, and sources of information related to assigned programs and service areas.
- Terminology used in the area of assignment. Principles of business letter writing.
- Pertinent federal, state, and local laws, codes, and regulations. Principles and techniques of supervision and training.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- English usage, spelling, grammar, and punctuation.

Skill to:

- Perform the full range of complex and difficult professional analytical, programmatic, and administrative duties involving the use of independent judgment and personal initiative.
- Plan, organize, direct, coordinate, and evaluate assigned programs, projects, events, or technical area.
- Oversee and participate in the development and administration of program goals, objectives, and procedures.
- Lead diverse task forces and workgroups to reach desired goals.
- Analyze administrative problems, budgets, programs, systems, and procedures to develop effective and comprehensive solutions.
- Conduct thorough administrative and financial analyses and develop effective recommendations.
- Collect, evaluate, and interpret varied information and data.
- Research, analyze, and formulate recommendations, work plans, and activities regarding planning, technical, and administrative issues.
- Analyze complex problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Develop policy statements and monitor implementation. Participate in the preparation and administration of budgets.
- Provide consultation to agency managers on complex operational issues.
- Prepare clear and concise technical, administrative, and financial reports; prepare clear, accurate and concise tables, schedules, summaries, and other materials in statistical and narrative form.
- Establish and maintain various data collection, record keeping, tracking, filing, and reporting systems.
- Plan, organize, direct, coordinate, and evaluate assigned programs, projects, events, or technical area.
- Oversee and participate in the development and administration of program goals, objectives, and procedures.
- Research, negotiate, manage, and monitor contracts and agreements.
- Understand the organization and operation of the County, assigned program, and of outside agencies as necessary to assume assigned responsibilities.

Job Description
Management Analyst I/II/III

- Understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations.
- Identify and respond to community and organizational issues, concerns, and needs.
- Coordinate multiple projects and meet critical deadlines; organize and prioritize timelines and project schedules in an effective and timely manner.
- Plan, schedule, and review the work and performance of assigned staff in a manner conducive to proficient performance and high morale may be required for some positions.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
- Exercise initiative, ingenuity, independent analysis, and judgment in solving difficult and complex administrative, managerial, and technical problems.
- Make presentations and effectively represent the Board of Supervisors, County Administrative Officer, and the County before community groups and the public.
- Operate a variety of office equipment including personal computers and related peripheral equipment and software applications.
- Communicate clearly and concisely, both orally and in writing.

Ability to:

- Work primarily in a standard office setting with required driving to locations within the county and state. Work extended hours including evenings and weekends.
- Stand or sit for prolonged periods of time. Stoop, bend, kneel, crouch, reach, and twist.
- Lift, carry, push, and/or pull objects up to 25lbs.
- Use repetitive hand movement and fine coordination including using a computer keyboard.
- Verbally communicate to exchange information.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of education and experience that would likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Management Analyst I

Experience:

Three years of some professional level administrative and management analysis experience is desirable.

Education:

A bachelor's degree in public policy, public administration, business administration, economics or a related field that includes a curriculum of economics, statistics, public finance, policy analysis, is desirable.

License or Certificate:

Possession of a valid driver's license.

Management Analyst II

Experience:

Two years of responsible experience performing administrative, analytical, budgetary, fiscal, policy or program work requiring analysis and interpretation of data at a level comparable to a Management Analyst I with Mono County.

Education:

A bachelor's degree in public policy, public administration, business administration, economics or a related field that includes a curriculum of economics, statistics, public finance, policy analysis, is desirable.

License or Certificate:

Possession of a valid driver's license.

Management Analyst III

Experience:

Four years of progressively responsible experience performing local government administrative, analytical, budgetary, fiscal, policy or program work requiring analysis and interpretation of data including at least two years at a level comparable to a Management Analyst II with Mono County while consistently demonstrating a high level of proficiency with the most difficult and complex duties of the Management Analyst II classification.

Education:

A Bachelor's degree in public policy, public administration, business administration, economics or a related field that includes a curriculum of economics, statistics, public finance, policy analysis, is desirable.

License or Certificate:

Possession of a valid driver's license.



APPRAISER AIDE

FLSA: Non-Exempt
BOS Approval Date:

EEO Category: 5
Salary Range: 64 (MCPE)

DEFINITION

Under immediate supervision, performs a variety of specialized clerical and technical work in support of Appraiser professional staff; performs related duties as required.

DISTINGUISHING CHARACTERISTICS

The Appraiser Aide class is a bridge classification into the professional Appraisal field. Incumbents provide assistance in the appraisal of property and determinations of change in ownership and evaluation/implementation of exemption applications.

REPORTS TO

Chief Appraiser or designee.
Assistant Assessor or designee.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

Research deed information, Preliminary Change in Ownership Report forms, Change of Ownership Statements, and determine reappraisable events. Conducts research in making determinations in Prop 58 and Prop 19 events.

Interpret written legal descriptions for physical property and translate said descriptions into Assessor's Parcel Numbers; Search recorded deeds and surveys to determine correct locations and descriptions of properties.

Provide information to the public regarding map changes, deeds, title searches, and other matters; Analyze recorded and unrecorded deeds, unrecorded contracts of sale, and permits from the U.S. Forest Service to derive the correct Assessor's Parcel Number; Locate, explain, and interpret technical descriptions of property contained in deeds and assessor's records.

Process any applicable exemptions, including the Homeowner's Exemption and others.

May provide assistance to appraisal staff in the performance of a variety of routine tasks involved in the appraisal of real or personal property. Assembles records, forms, and completes preparation work for review by other appraisal staff.

May participate in field inspections of land, structures, and improvements, such as decks, awnings, sheds, and garages; may assist appraisers in the inspection of larger, more complex properties as necessary.

Under direction, may gather a variety of data necessary to describe property to be appraised; obtain information regarding costs; and perform a variety of other clerical tasks in support of appraisers.

Respond to verbal and written inquiries and provides information regarding appraisal procedures and related matters; prepares routine correspondence and coordinates with other agencies. Assists in the completion of appraisal records, performing and verifying calculations according to established procedure.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; ability to walk in uneven terrain for extended periods; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and E-fax facsimile machines.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; frequent contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Function and general operation of a County Assessor's office;

- Basic mathematics, including ratios, fractions, and percentages;
- General terminology and concepts of appraisal methods;
- Revenue and Taxation Administrative Rules

Ability and willingness to:

- Learn assessment practices and procedures relating to clerical activities
- Ability to conduct routine research, collect, assemble, process, and record data related to property values.
- Learn to assemble and analyze statistical and narrative information.
- Prepare and maintain records and reports.
- Make mathematical calculations quickly and accurately.
- Speak and write effectively.
- Understand and carry out oral and written directions.
- Operate various equipment such as a computer.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.

Training and Experience:

Any combination of training and experience, which would likely provide the required knowledge and abilities necessary for satisfactory job performance.

Special Requirements:

- ~~Possession of a driver's license valid in California.~~
Possession of a valid driver's license

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Not all duties are necessarily performed by each incumbent. Additionally, incumbents will be required to follow instructions and to perform other job-related duties as may be required.

Revised 03/2024



Social Worker Supervisor I

Adult Services (non-CalHR position)

FLSA: Exempt
BOS Approval Date:

EEO Category:
Salary Range: 77

DEFINITION

Under general direction, the Social Worker Supervisor I plans, organizes, and directs the work of social service staff providing social services and conservatorship services; and performs other related work as assigned. The position involves staff development and training duties.

Incumbents supervise a team of caseworkers in specific programs (which may include Adult Protective Services, Child Welfare Services, In-Home Supportive Services, Senior Services, Resource Family Approval, and the Office of the Public Administrator/Guardian). These programs are complex and sensitive in nature. The Supervisor will be responsible for coaching, mentoring, and training the team of Social Workers who are responsible for case management across various program areas. The Adults Services Supervisor will work closely with the Child Welfare Supervisor to coordinate assignments, ensure staff are cross-trained, and to ensure after-hours on-call duties are covered.

Performs technical duties as assigned involving conservatorship and/or decedent estates placed under the jurisdiction of the Public Guardian and Public Administrator functions. The incumbent follows general guidelines and procedures, applies provisions of applicable laws in providing client and estate management services by investigating, collecting, inventorying, and disposing of estate assets.

DISTINGUISHING CHARACTERISTICS

Social Worker Supervisor I differs from Social Worker Supervisor II in that the Supervisor II requires a Master's degree.

CLASSIFICATIONS SUPERVISED

Social Worker Supervisor I incumbents provide direct supervision to Social Workers (including entry-level and advanced-level Social Workers) and other staff as assigned. The Social Worker Supervisor I reports directly to the Adult Services Program Manager and receives direction from the Program Manager.

EXAMPLE OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Plans, assigns, directs, mentors, coaches and reviews the work of employees providing casework such as adult and child protective services, resource family approval, In Home Supportive Services, and conservatorships
- On-call duties including the supervision of on-call Social Worker staff

- Consults with and guides social workers in providing counseling, support, and guidance to clients with complex or specialized needs
- Reviews and approves applications, court reports, investigation narratives, placements, reports of abuse, and other documents
- May testify in court; supports staff who must testify in court
- Train, evaluate, monitor, and discipline subordinate staff
- Documents and addresses clients' concerns and complaints
- Assists in the development of community resources for all programs
- Assists and participates in the development of in-service training and staff development
- Participates in the development and evaluation of policies and procedures
- Represents the department at interagency meetings, conferences, and community groups
- Discusses or interprets regulations, rules, policies, and programs
- Facilitates communication between staff and management; communicates department expectations and activities, policy changes, and regulatory changes; evaluates and recommends service delivery improvements
- Provides social services for sensitive or confidential cases, in the absence of assigned social workers or to meet workload demands
- Establishes and maintains effective working relationships and trust with staff, clients, family members, community organizations and the public; facilitates a work environment favoring teamwork, collaboration and mutual respect
- Prepares for annual reviews and/or audits in various program areas
- Develops and prepares court reports, case plans, case narratives and safety plans and ensures thorough and timely entry of data and notes into electronic and paper case files
- Authorizes the provision of social services and conservatorship services through the department, provides services, and makes referrals to other agency staff and community agencies.
- Ensures all services are delivered in a respectful, culturally-sensitive and appropriate manner and in conformance with agency, state and federal requirements
- Maintains confidential information in accordance with legal standards and/or County regulations; performs all duties in conformance with the National Association of Social Workers (NASW) and California Association of Public Administrators, Public Guardians, and Public Conservators (CA PA|PG|PC) Code of Ethics
- Performs related duties as assigned

TYPICAL QUALIFICATIONS

Knowledge of:

- Functions of public social services agencies and knowledge of best social work practices
- Principles and practices of supervision, training, mentoring, motivating, casework consultation, and peer counseling
- Principles and practices of organization, workload management and time management
- Principles and practices of note taking, report writing, and English composition, grammar, punctuation, and spelling
- Laws, rules, and regulations governing public social services programs and the role and responsibilities of a social worker
- Social, medical, economic, and psychological issues facing vulnerable community members, including victims of abuse, the aging community, and members of historically underrepresented populations
- Trauma-informed practices
- Strategies and protocols surrounding crisis intervention and de-escalation techniques

- Signs, stages and dynamics of abuse, and the effects of abuse on child/adult development and behavior
- Signs and symptoms of alcohol and drug use/abuse in adults and children and the effects on families
- Principles of community organization
- Resources available in the community for referral or utilization in employment or social service programs

Ability to:

- Exercise sound judgment when organizing, directing, and prioritizing unit activities
- Select, train, coach, supervise, evaluate, and discipline subordinate staff
- Mentor, counsel, and collaborate with staff and foster an environment of teamwork, mutual respect and professionalism
- Classify case problems and evaluate the effectiveness of effort in solving problems.
- Apply effective interpersonal and interviewing skills
- Develop and maintain effective working relationships with agency staff, clients, and outside organizations
- Make oral and written presentations clearly and concisely
- Analyze a situation accurately and adopt an effective course of action
- Maintain confidentiality in accordance with legal standards and/or county regulations
- Act effectively in stressful situations
- Interact professionally and respectfully with clients including difficult, hostile, or distressed clients
- Respect cultural differences
- Use computers and related software packages

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs; corrected hearing and vision to normal range; verbal communication; use of office equipment; including computer, telephone, calculator, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office, client homes, community environments, and Court. Working remotely from home may be approved on a limited basis. Continuous contact with staff, colleagues, and the public. An incumbent may be required to drive in remote areas of the county in all weather conditions.

EXPERIENCE AND EDUCATION

Minimum Qualifications

Pattern 1: Three (3) years of full-time experience performing social work case management duties*;

(Substitution: One year of graduate work in social work or counseling may substitute for one year of the required experience.)

OR

Pattern 2: Two years of full-time experience performing social work case management duties plus one year of full-time experience in a managerial/supervisory role.

OR

Pattern 3: One year of full-time experience performing social work case management duties plus two years full-time experience in a managerial/supervisory role.

*Qualifying social work case management includes direct case work management, such as: assessment, evaluation; conducting investigations of abuse and neglect; preparing court reports; responsibility for a long term caseload, monitoring compliance through home calls and other personal contact; collaboration with other agencies and linking clients to resources and programs; development of a case plan, modification of case plans as needed/required; and authority to impose sanctions or implement actions that impact services.

Special Requirements:

Possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis.



Social Worker Supervisor II Adult Services (non-CalHR position)

FLSA: Exempt
BOS Approval Date:

EEO Category:
Salary Range: 79

DEFINITION

Under general direction, the Social Worker Supervisor II plans, organizes, and directs the work of social service staff providing the most advanced social services and conservatorship services; and performs other related work as assigned.

Social Worker Supervisor II requires a Master's degree. Incumbents supervise a unit of caseworkers in specific programs (which may include Adult Protective Services, Child Welfare Services, In-Home Supportive Services, Senior Services, Resource Family Approval, and the Office of the Public Administrator/Guardian) identified as having a high proportion of complex and sensitive casework needs. The Social Worker Supervisor II is assigned to programs or staff positions that require extensive casework knowledge. The position involves staff development and training duties.

Depending on assignment, performs social and fiscal case management for clients under probate and LPS conservatorships, estate management by investigating, collecting, inventorying, and disposing of estate assets and assists in administering the business affairs of estates in probate. Performs technical duties and related duties as assigned involving conservatorship and/or decedent estates placed under the jurisdiction of the Public Guardian and Public Administrator functions. Assignments may vary in any of the two areas: Public Guardian and Public Administrator. The incumbent follows general guidelines and procedures, applies provisions of applicable laws in providing client and estate management services.

DISTINGUISHING CHARACTERISTICS

Social Worker Supervisor II differs from Social Worker Supervisor I in that the former requires a Master's degree, and is responsible for supervising and training both entry-level and advanced-level Social Workers.

CLASSIFICATIONS SUPERVISED

Social Worker Supervisor II incumbents provide direct supervision to Social Workers (including entry-level and advanced-level Social Workers) and Social Worker Assistant staff; and, other staff performing conservatorship duties, as assigned. Social Worker Supervisor II receives direction from a Program Manager or other management level classification.

EXAMPLE OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Plans, assigns, directs, mentors, coaches and reviews the work of employees providing the most advanced or complex casework such as adoptions, protective services, resource family approval, and conservatorships
- On-call duties including the supervision of on-call Social Worker staff
- Consults with and guides social workers in providing counseling, support, and guidance to clients with complex or specialized needs
- Reviews and approves forms, applications, court reports, placements, reports of abuse, and other documents to verify information or determine proper course of action; reassesses and modifies case plans
- May testify in court; supports witnesses and victims who must testify in court
- Selects, trains, evaluates, and disciplines subordinate staff
- Documents and addresses clients' concerns and complaints
- Assists in the development of community resources for all programs
- Assists and participates in the development of in-service training and staff development programs
- Evaluates the effectiveness of policies and procedures
- Represents the social services department at conferences and addresses community groups
- Discusses or interprets regulations, rules, policies, and programs to clients, applicants, staff and the general public
- Facilitates communication between staff and management; communicates department expectations and activities, policy changes, and regulatory changes; evaluates and recommends service delivery improvements
- Provides social services for sensitive or confidential cases, in the absence of assigned social workers or to meet workload demands
- Participates or intercedes in interviews to defuse hostile or angry clients; obtains information on personal issues in difficult or emotional situations; explains decisions or recommendations to clients and family members
- Establishes and maintains effective working relationships and trust with staff, clients, family members, community organizations and the public; collaborates with service providers; facilitates a work environment favoring teamwork, collaboration and mutual respect
- Provides peer support for coworkers facing case related stress
- Maintains written chronological narrative reflecting personal or other contacts with the client and reasons for the social worker's actions; prepares and maintains case records and databases; communicates decisions, timelines, recommendations and case plans to clients, families and service providers
- Prepares for annual reviews and/or audits in various program areas
- Enters and retrieves information from a automated computer systems and databases
- Researches information using the Internet and computer resources.
- Develops and prepares court reports, case plans, case narratives and safety plans and ensures

- thorough and timely entry of data and notes into electronic and paper case files
- Authorizes the provision of social services and conservatorship services through the department, provides services, and makes referrals to other agency staff and community agencies.
 - Ensures all services are delivered in a respectful, culturally-sensitive and appropriate manner and in conformance with agency, state and federal requirements
 - Maintains confidential information in accordance with legal standards and/or County regulations; performs all duties in conformance with the National Association of Social Workers (NASW) and California Association of Public Administrators, Public Guardians, and Public Conservators (CA PA|PG|PC) Code of Ethics
 - Performs related duties as assigned

TYPICAL QUALIFICATIONS

Knowledge of:

- Principles and practices of supervision, training, mentoring, motivating, casework consultation, and peer counseling
- Principles and practices of organization, workload management and time management
- Principles and practices of note taking, report writing, and English composition, grammar, punctuation, and spelling
- Functions of public social services agencies and the principles of public social service administration
- Laws, rules, and regulations governing the operation of public social services agencies and the role and responsibilities of a social worker
- Medical, legal, economic, and social management needs of individuals and families with special medical needs such as HIV disease, drug dependency, the medically fragile child, Alzheimer's, trauma, and the terminally ill
- Strategies and protocols surrounding crisis intervention techniques such as voice modulation and assessing the potential for suicide
- Psychopathology, the different types of mental illness diagnoses, how mental illness affects human behavior and mental health services and treatments utilized by clients
- Signs, stages and dynamics of abuse, and the effects of abuse on child/adult development and behavior
- Signs and symptoms of alcohol and drug use/abuse in adults and children and the effects on families
- Standards for maintaining clients safely in the home; options for placement; effects of removing clients from unsafe situations
- Principles and methodologies of social research, analysis, problem solving, and decision making
- Principles, methods, and resources in the field of public health, mental hygiene, education, correction and rehabilitation as they relate to public social service
- Principles of community organization
- Resources available in the community for referral or utilization in employment or social service programs

Ability to:

- Exercise sound judgment when organizing, directing, and prioritizing unit activities
- Select, train, coach, supervise, evaluate, and discipline subordinate staff
- Mentor, counsel, and collaborate with staff and foster an environment of teamwork, mutual respect and professionalism
- Classify case problems and evaluate the effectiveness of effort in solving problems.
- Apply effective interpersonal and interviewing skills
- Develop and maintain effective working relationships with agency staff, clients, and outside organizations
- Make oral and written presentations clearly and concisely
- Analyze a situation accurately and adopt an effective course of action
- Maintain confidentiality in accordance with legal standards and/or county regulations
- Recognize signs of abuse for children, elderly and dependent adults; assess risk factors and potential dangers to clients
- Act effectively in stressful situations
- Interact professionally and respectfully with clients including difficult, hostile, or distressed clients
- Respect cultural differences
- Use computers and related software packages

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs; corrected hearing and vision to normal range; verbal communication; use of office equipment; including computer, telephone, calculator, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office, client homes, community environments, and Court. Working remotely from home may be approved on a limited basis. Continuous contact with staff, colleagues, and the public. An incumbent may be required to drive in remote areas of the county in all weather conditions.

EXPERIENCE AND EDUCATION

Minimum Qualifications

Pattern 1: Two (2) years of full-time experience performing duties of a non-Master's-level Social Worker position; **AND** A Master's degree in Social Work, Public Administration, or related degree, from an accredited college or university or a Master's degree from an accredited two (2) year counseling program.*

OR

Pattern 2: One (1) year of full-time experience performing duties of a Masters-level Social Worker

position; **AND** A Master's degree in Social Work, Public Administration, or related degree, from an accredited college or university or a Master's degree from an accredited two (2) year counseling program.*

OR

Pattern 3: Four (4) years of full-time experience performing social work case management duties;** **AND** A Master's degree in Social Work, Public Administration, or related degree, from an accredited college or university or a Master's degree from an accredited two (2) year counseling program.*

* In addition to a Master's degree in Social Work or Public Administration, other related Master's degrees that are likely to be considered include: Marriage and Family Therapy, Clinical Counseling, Mental Health Counseling, Addiction Counseling, Gerontology and Counseling Psychology, and Public Health.

**Qualifying social work case management includes direct case work management, such as: assessment, evaluation; conducting investigations of abuse and neglect; preparing court reports; responsibility for a long term caseload, monitoring compliance through home calls and other personal contact; collaboration with other agencies and linking clients to resources and programs; development of a case plan, modification of case plans as needed/required; and authority to impose sanctions or implement actions that impact services.

Special Requirements:

Possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 4/30/2024.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 4/30/2024.

FISCAL IMPACT:

None

CONTACT NAME: Gerald Frank

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| Treasury Transaction Report for the month ending 4/30/2024 |

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 5/29/2024 4:00 PM | County Counsel | Yes |
| 5/17/2024 1:11 PM | Finance | Yes |
| 5/30/2024 10:19 AM | County Administrative Office | Yes |



Mono County

Transaction Summary by Action

Mono County: Investment Portfolio

Begin Date: 3/31/2024, End Date: 4/30/2024

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|-------------------------------|-----------------|---------------|----------------------|--|----------------|----------------------|----------------------|------------|----------------------|
| Buy Transactions | | | | | | | | | |
| Buy | 4/5/2024 | 3133EPXV2 | 1,000,000.00 | FFCB 4.625 4/5/2029 | 101.00 | 1,010,000.00 | 0.00 | 4.40 | 1,010,000.00 |
| Buy | 4/10/2024 | 3133ERAK7 | 1,000,000.00 | FFCB 4.375 4/10/2029 | 99.96 | 999,600.00 | 0.00 | 4.38 | 999,600.00 |
| Buy | 4/26/2024 | 3130AKCS3 | 1,000,000.00 | FHLB 1.02 4/26/2029-21 | 83.37 | 833,740.00 | 0.00 | 4.80 | 833,740.00 |
| Subtotal | | | 3,000,000.00 | | | 2,843,340.00 | 0.00 | | 2,843,340.00 |
| Deposit | 4/1/2024 | 31846V203 | 500,000.00 | First American Gov Fund MM | 100.00 | 500,000.00 | 0.00 | 0.00 | 500,000.00 |
| Deposit | 4/1/2024 | 31846V203 | 500,000.00 | First American Gov Fund MM | 100.00 | 500,000.00 | 0.00 | 0.00 | 500,000.00 |
| Deposit | 4/1/2024 | 31846V203 | 1,000,000.00 | First American Gov Fund MM | 100.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Deposit | 4/2/2024 | CAMP60481 | 2,000,000.00 | California Asset Management Program LGIP | 100.00 | 2,000,000.00 | 0.00 | 0.00 | 2,000,000.00 |
| Deposit | 4/4/2024 | CAMP60481 | 1,000,000.00 | California Asset Management Program LGIP | 100.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Deposit | 4/5/2024 | 31846V203 | 1,000,000.00 | First American Gov Fund MM | 100.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Deposit | 4/8/2024 | CAMP60481 | 2,000,000.00 | California Asset Management Program LGIP | 100.00 | 2,000,000.00 | 0.00 | 0.00 | 2,000,000.00 |
| Deposit | 4/8/2024 | 31846V203 | 3,000,000.00 | First American Gov Fund MM | 100.00 | 3,000,000.00 | 0.00 | 0.00 | 3,000,000.00 |
| Deposit | 4/9/2024 | CAMP60481 | 3,000,000.00 | California Asset Management Program LGIP | 100.00 | 3,000,000.00 | 0.00 | 0.00 | 3,000,000.00 |
| Deposit | 4/12/2024 | 31846V203 | 3,000,000.00 | First American Gov Fund MM | 100.00 | 3,000,000.00 | 0.00 | 0.00 | 3,000,000.00 |
| Deposit | 4/15/2024 | LAIF6000Q | 5,667.46 | Local Agency Investment Fund LGIP | 100.00 | 5,667.46 | 0.00 | 0.00 | 5,667.46 |
| Deposit | 4/15/2024 | 31846V203 | 2,000,000.00 | First American Gov Fund MM | 100.00 | 2,000,000.00 | 0.00 | 0.00 | 2,000,000.00 |
| Deposit | 4/16/2024 | 31846V203 | 1,000,000.00 | First American Gov Fund MM | 100.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Deposit | 4/30/2024 | CAMP60481 | 243,444.07 | California Asset Management Program LGIP | 100.00 | 243,444.07 | 0.00 | 0.00 | 243,444.07 |
| Deposit | 4/30/2024 | 31846V203 | 66,041.73 | First American Gov Fund MM | 100.00 | 66,041.73 | 0.00 | 0.00 | 66,041.73 |
| Deposit | 4/30/2024 | OAKVALLEY0670 | 17,781.83 | Oak Valley Bank Cash | 100.00 | 17,781.83 | 0.00 | 0.00 | 17,781.83 |
| Deposit | 4/30/2024 | OAKVALLEY0670 | 33,168,951.25 | Oak Valley Bank Cash | 100.00 | 33,168,951.25 | 0.00 | 0.00 | 33,168,951.25 |
| Subtotal | | | 53,501,886.34 | | | 53,501,886.34 | 0.00 | | 53,501,886.34 |
| Total Buy Transactions | | | 56,501,886.34 | | | 56,345,226.34 | 0.00 | | 56,345,226.34 |
| Interest/Dividends | | | | | | | | | |
| Interest | 4/1/2024 | 32022RSG3 | 0.00 | 1ST Financial Bank, USA 3.3 8/2/2027 | | 0.00 | 697.88 | 0.00 | 697.88 |



Mono County Transaction Summary by Action Mono County: Investment Portfolio

Begin Date: 3/31/2024, End Date: 4/30/2024

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|----------|-----------------|-----------|----------------------|--|----------------|-----------|----------------------|------------|-----------|
| Interest | 4/1/2024 | 92348DAC3 | 0.00 | Veridian Credit Union 4.8 4/24/2025 | | 0.00 | 1,015.10 | 0.00 | 1,015.10 |
| Interest | 4/1/2024 | 530520AB1 | 0.00 | Liberty First Credit Union 4.4 1/17/2028 | | 0.00 | 930.51 | 0.00 | 930.51 |
| Interest | 4/1/2024 | 22551KAU6 | 0.00 | Credit Union of Texas 4.4 12/9/2027 | | 0.00 | 930.51 | 0.00 | 930.51 |
| Interest | 4/1/2024 | 299547AQ2 | 0.00 | Evansville Teachers Federal Credit Union 2.6 6/12/ | | 0.00 | 549.85 | 0.00 | 549.85 |
| Interest | 4/1/2024 | 68283MAP1 | 0.00 | OnPath Federal Credit Union 4.85 7/31/2028 | | 0.00 | 1,017.44 | 0.00 | 1,017.44 |
| Interest | 4/1/2024 | 59161YAP1 | 0.00 | Metro Credit Union 1.7 2/18/2027 | | 0.00 | 359.52 | 0.00 | 359.52 |
| Interest | 4/1/2024 | 25844MAK4 | 0.00 | Dort Financial Credit Union 4.5 12/16/2027 | | 0.00 | 2,771.14 | 0.00 | 2,771.14 |
| Interest | 4/1/2024 | 538036HP2 | 0.00 | Live Oak Banking Company 1.85 1/20/2025 | | 0.00 | 391.24 | 0.00 | 391.24 |
| Interest | 4/1/2024 | 92891CCP5 | 0.00 | VYSTAR Credit Union 4.45 9/30/2027 | | 0.00 | 941.08 | 0.00 | 941.08 |
| Interest | 4/1/2024 | 76124YAB2 | 0.00 | Resource One Credit Union 1.9 11/27/2024 | | 0.00 | 395.36 | 0.00 | 395.36 |
| Interest | 4/1/2024 | 13063DLZ9 | 0.00 | State of California 3 4/1/2024 | | 0.00 | 7,500.00 | 0.00 | 7,500.00 |
| Interest | 4/1/2024 | 052392AA5 | 0.00 | Austin Telco FCU 1.8 2/28/2025 | | 0.00 | 380.66 | 0.00 | 380.66 |
| Interest | 4/1/2024 | 45157PAZ3 | 0.00 | Ideal Credit Union 4.5 12/29/2027 | | 0.00 | 951.66 | 0.00 | 951.66 |
| Interest | 4/2/2024 | 15118RUR6 | 0.00 | Celtic Bank 1.35 4/2/2025 | | 0.00 | 285.50 | 0.00 | 285.50 |
| Interest | 4/5/2024 | 307811EM7 | 0.00 | The Farmers & Merchants Bank 3.2 8/5/2027 | | 0.00 | 676.73 | 0.00 | 676.73 |
| Interest | 4/5/2024 | 3133EMVD1 | 0.00 | FFCB 0.33 4/5/2024-22 | | 0.00 | 1,650.00 | 0.00 | 1,650.00 |
| Interest | 4/6/2024 | 3130AVL91 | 0.00 | FHLB 3.75 4/6/2028 | | 0.00 | 18,750.00 | 0.00 | 18,750.00 |
| Interest | 4/6/2024 | 61690U3V0 | 0.00 | Morgan Stanley Bank 4.65 4/6/2028 | | 0.00 | 5,735.17 | 0.00 | 5,735.17 |
| Interest | 4/7/2024 | 90983WBT7 | 0.00 | United Community Bank 1.65 2/7/2025 | | 0.00 | 348.94 | 0.00 | 348.94 |
| Interest | 4/7/2024 | 90355GKU9 | 0.00 | UBS Bank USA 4.1 2/7/2029 | | 0.00 | 867.07 | 0.00 | 867.07 |
| Interest | 4/8/2024 | 902684AC3 | 0.00 | UFirst Federal Credit Union 4.8 3/9/2026 | | 0.00 | 1,015.10 | 0.00 | 1,015.10 |
| Interest | 4/8/2024 | 011852AD2 | 0.00 | Alaska USA Federal Credit Union 4.7 3/8/2027 | | 0.00 | 993.95 | 0.00 | 993.95 |
| Interest | 4/8/2024 | 29367SJK8 | 0.00 | Enterprise Bank & Trust 1.8 11/8/2024 | | 0.00 | 380.66 | 0.00 | 380.66 |
| Interest | 4/8/2024 | 89579NCB7 | 0.00 | Triad Bank/Frontenac MO 1.8 11/8/2024 | | 0.00 | 380.66 | 0.00 | 380.66 |
| Interest | 4/8/2024 | 3134GWY26 | 0.00 | FHLMC 0.57 10/8/2025-21 | | 0.00 | 2,850.00 | 0.00 | 2,850.00 |
| Interest | 4/8/2024 | 898812AB8 | 0.00 | Tucson Federal Credit Union 4.95 8/8/2028 | | 0.00 | 1,042.62 | 0.00 | 1,042.62 |
| Interest | 4/9/2024 | 08016PEL9 | 0.00 | Belmont Bank & Trust Co 4.2 12/9/2027 | | 0.00 | 884.65 | 0.00 | 884.65 |



Mono County

Transaction Summary by Action

Mono County: Investment Portfolio

Begin Date: 3/31/2024, End Date: 4/30/2024

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|----------|-----------------|-----------|----------------------|---|----------------|-----------|----------------------|------------|-----------|
| Interest | 4/10/2024 | 7954502D6 | 0.00 | Sallie Mae Bank/Salt Lake 2.75 4/10/2024 | | 0.00 | 3,377.98 | 0.00 | 3,377.98 |
| Interest | 4/10/2024 | 065427AC0 | 0.00 | Bank of Utah 4.25 5/10/2028 | | 0.00 | 898.79 | 0.00 | 898.79 |
| Interest | 4/10/2024 | 20367GBH1 | 0.00 | Community Commerce Bank 3.3 8/10/2027 | | 0.00 | 697.88 | 0.00 | 697.88 |
| Interest | 4/11/2024 | 70320KAX9 | 0.00 | Pathfinder Bank 0.7 3/11/2026 | | 0.00 | 148.04 | 0.00 | 148.04 |
| Interest | 4/12/2024 | 856487AM5 | 0.00 | State Bank of Reeseville 2.6 4/12/2024 | | 0.00 | 549.85 | 0.00 | 549.85 |
| Interest | 4/12/2024 | 3133ENUH1 | 0.00 | FFCB 3.33 4/12/2027-23 | | 0.00 | 16,650.00 | 0.00 | 16,650.00 |
| Interest | 4/12/2024 | 3133EPFU4 | 0.00 | FFCB 3.5 4/12/2028 | | 0.00 | 17,500.00 | 0.00 | 17,500.00 |
| Interest | 4/13/2024 | 15721UDA4 | 0.00 | CF Bank 2 8/13/2024 | | 0.00 | 422.96 | 0.00 | 422.96 |
| Interest | 4/14/2024 | 32114VBT3 | 0.00 | First National Bank of Michigan 1.65 2/14/2025 | | 0.00 | 348.94 | 0.00 | 348.94 |
| Interest | 4/14/2024 | 724468AC7 | 0.00 | Pitney Bowes Bank 4.35 4/13/2028 | | 0.00 | 5,321.54 | 0.00 | 5,321.54 |
| Interest | 4/14/2024 | 17801GBX6 | 0.00 | City National Bank of Metropolis 1.65 2/14/2025 | | 0.00 | 348.94 | 0.00 | 348.94 |
| Interest | 4/14/2024 | 12547CAX6 | 0.00 | CIBC Bank 4.45 4/13/2028 | | 0.00 | 5,443.87 | 0.00 | 5,443.87 |
| Interest | 4/14/2024 | 3133EMCP5 | 0.00 | FFCB 0.52 10/14/2025-21 | | 0.00 | 2,600.00 | 0.00 | 2,600.00 |
| Interest | 4/14/2024 | 91739JAA3 | 0.00 | Utah First Federal Credit Union 4.75 7/14/2028 | | 0.00 | 1,004.53 | 0.00 | 1,004.53 |
| Interest | 4/14/2024 | 3133ENS50 | 0.00 | FFCB 4.125 10/14/2027 | | 0.00 | 20,625.00 | 0.00 | 20,625.00 |
| Interest | 4/15/2024 | 78413RAP2 | 0.00 | SCE Federal Credit Union 4.25 2/15/2029 | | 0.00 | 898.79 | 0.00 | 898.79 |
| Interest | 4/15/2024 | 819866BL7 | 0.00 | Sharonview Federal Credit Union 3.5 8/16/2027 | | 0.00 | 740.18 | 0.00 | 740.18 |
| Interest | 4/15/2024 | 3130ALU51 | 0.00 | FHLB 1.05 4/15/2026-21 | | 0.00 | 5,250.00 | 0.00 | 5,250.00 |
| Interest | 4/16/2024 | 3133EK3B0 | 0.00 | FFCB 1.5 10/16/2024 | | 0.00 | 7,500.00 | 0.00 | 7,500.00 |
| Interest | 4/16/2024 | 740367HP5 | 0.00 | Preferred Bank LA Calif 2 8/16/2024 | | 0.00 | 422.96 | 0.00 | 422.96 |
| Interest | 4/17/2024 | 87165FZD9 | 0.00 | Synchrony Bank 1.45 4/17/2025 | | 0.00 | 1,802.93 | 0.00 | 1,802.93 |
| Interest | 4/17/2024 | 914098DP0 | 0.00 | University Bank 4.5 3/17/2028 | | 0.00 | 951.66 | 0.00 | 951.66 |
| Interest | 4/17/2024 | 219240BY3 | 0.00 | Cornerstone Community Bank 2.6 5/17/2024 | | 0.00 | 549.85 | 0.00 | 549.85 |
| Interest | 4/18/2024 | 457731AK3 | 0.00 | Inspire Federal Credit Union 1.15 3/18/2025 | | 0.00 | 243.20 | 0.00 | 243.20 |
| Interest | 4/18/2024 | 00257TBJ4 | 0.00 | Abacus Federal Savings Bank 1.75 10/18/2024 | | 0.00 | 370.09 | 0.00 | 370.09 |
| Interest | 4/18/2024 | 48836LAF9 | 0.00 | Kemba Financial Credit Union 1.75 10/18/2024 | | 0.00 | 370.09 | 0.00 | 370.09 |



Mono County Transaction Summary by Action Mono County: Investment Portfolio

Begin Date: 3/31/2024, End Date: 4/30/2024

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|----------|-----------------|-----------|----------------------|--|----------------|-----------|----------------------|------------|-----------|
| Interest | 4/18/2024 | 202291AG5 | 0.00 | Commercial Savings Bank 1.8 10/18/2024 | | 0.00 | 2,229.09 | 0.00 | 2,229.09 |
| Interest | 4/19/2024 | 404730DA8 | 0.00 | Haddon Savings Bank 0.35 10/20/2025 | | 0.00 | 436.94 | 0.00 | 436.94 |
| Interest | 4/20/2024 | 14042RQS3 | 0.00 | Capital One NA 2.8 4/20/2027 | | 0.00 | 3,453.44 | 0.00 | 3,453.44 |
| Interest | 4/20/2024 | 78472EAB0 | 0.00 | SPCO Credit Union 4.35 1/20/2028 | | 0.00 | 919.94 | 0.00 | 919.94 |
| Interest | 4/20/2024 | 01664MAB2 | 0.00 | All In FCU 4.4 12/20/2027 | | 0.00 | 930.51 | 0.00 | 930.51 |
| Interest | 4/21/2024 | 51828MAC8 | 0.00 | Latino Community Credit Union 4.5 12/21/2027 | | 0.00 | 951.66 | 0.00 | 951.66 |
| Interest | 4/22/2024 | 89235MKY6 | 0.00 | Toyota Financial Savings Bank 0.9 4/22/2026 | | 0.00 | 1,119.06 | 0.00 | 1,119.06 |
| Interest | 4/22/2024 | 3133EMEC2 | 0.00 | FFCB 0.53 10/22/2025-21 | | 0.00 | 2,650.00 | 0.00 | 2,650.00 |
| Interest | 4/23/2024 | 938828BJ8 | 0.00 | Washington Federal Bank 2.05 8/23/2024 | | 0.00 | 433.53 | 0.00 | 433.53 |
| Interest | 4/23/2024 | 33766LAJ7 | 0.00 | Firstier Bank 1.95 8/23/2024 | | 0.00 | 412.38 | 0.00 | 412.38 |
| Interest | 4/24/2024 | 06406RAL1 | 0.00 | Bank of New York Mellon 2.1 10/24/2024 | | 0.00 | 5,250.00 | 0.00 | 5,250.00 |
| Interest | 4/24/2024 | 3133EPZN8 | 0.00 | FFCB 5 10/24/2028 | | 0.00 | 25,000.00 | 0.00 | 25,000.00 |
| Interest | 4/25/2024 | 85513MAA0 | 0.00 | Star Financial Credit Union 4.5 1/25/2028 | | 0.00 | 951.66 | 0.00 | 951.66 |
| Interest | 4/25/2024 | 063907AA7 | 0.00 | Bank of Botetourt 1.75 10/25/2024 | | 0.00 | 370.09 | 0.00 | 370.09 |
| Interest | 4/26/2024 | 208212AR1 | 0.00 | Connex Credit Union 0.5 8/26/2024 | | 0.00 | 105.74 | 0.00 | 105.74 |
| Interest | 4/26/2024 | 3133ENV9 | 0.00 | FFCB 2.875 4/26/2027 | | 0.00 | 14,375.00 | 0.00 | 14,375.00 |
| Interest | 4/26/2024 | 32065TAZ4 | 0.00 | First Kentucky Bank Inc 2.55 4/26/2024 | | 0.00 | 539.27 | 0.00 | 539.27 |
| Interest | 4/26/2024 | 05465DAE8 | 0.00 | AXOS Bank 1.65 3/26/2025 | | 0.00 | 348.94 | 0.00 | 348.94 |
| Interest | 4/26/2024 | 56065GAG3 | 0.00 | Mainstreet Bank 2.6 4/26/2024 | | 0.00 | 549.85 | 0.00 | 549.85 |
| Interest | 4/26/2024 | 90352RCR4 | 0.00 | USAlliance Federal Credit Union 3.45 8/26/2027 | | 0.00 | 729.60 | 0.00 | 729.60 |
| Interest | 4/26/2024 | 89854LAD5 | 0.00 | TTCU Federal Credit Union 5 7/26/2028 | | 0.00 | 1,053.15 | 0.00 | 1,053.15 |
| Interest | 4/26/2024 | 64017ABA1 | 0.00 | Neighbors Federal Credit Union 5 7/26/2028 | | 0.00 | 1,053.15 | 0.00 | 1,053.15 |
| Interest | 4/27/2024 | 02616ABY4 | 0.00 | American First Credit Union 4.25 4/27/2028 | | 0.00 | 898.79 | 0.00 | 898.79 |
| Interest | 4/27/2024 | 14622LAA0 | 0.00 | Carter Federal Credit Union 0.75 4/27/2026 | | 0.00 | 157.97 | 0.00 | 157.97 |
| Interest | 4/27/2024 | 32063KAV4 | 0.00 | First Jackson Bank 1.05 3/27/2025 | | 0.00 | 222.05 | 0.00 | 222.05 |
| Interest | 4/27/2024 | 79772FAF3 | 0.00 | San Francisco FCU 1.1 3/27/2025 | | 0.00 | 232.63 | 0.00 | 232.63 |
| Interest | 4/28/2024 | 3130APL78 | 0.00 | FHLB 1.375 10/28/2026-22 | | 0.00 | 6,875.00 | 0.00 | 6,875.00 |



Mono County Transaction Summary by Action Mono County: Investment Portfolio

Begin Date: 3/31/2024, End Date: 4/30/2024

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|---------------------------------|-----------------|---------------|----------------------|--|----------------|-------------|----------------------|------------|-------------------|
| Interest | 4/28/2024 | 3134GWYZ3 | 0.00 | FHLMC 0.53 10/28/2025-22 | | 0.00 | 2,650.00 | 0.00 | 2,650.00 |
| Interest | 4/28/2024 | 00224TAP1 | 0.00 | A+ Federal Credit Union 4.55 4/28/2028 | | 0.00 | 962.23 | 0.00 | 962.23 |
| Interest | 4/28/2024 | 07181JAV6 | 0.00 | Baxter Federal Credit Union 5 11/30/2026 | | 0.00 | 1,053.15 | 0.00 | 1,053.15 |
| Interest | 4/29/2024 | 3130ALXJ8 | 0.00 | FHLB 1.15 4/29/2026-21 | | 0.00 | 5,750.00 | 0.00 | 5,750.00 |
| Interest | 4/29/2024 | 70962LAS1 | 0.00 | Pentagon Federal Credit Union 0.9 9/29/2026 | | 0.00 | 190.33 | 0.00 | 190.33 |
| Interest | 4/29/2024 | 45780PAX3 | 0.00 | Institution for Savings in Newburyport 0.85 7/29/2 | | 0.00 | 179.76 | 0.00 | 179.76 |
| Interest | 4/30/2024 | 710571DS6 | 0.00 | Peoples Bank Newton NC 2 7/31/2024 | | 0.00 | 409.32 | 0.00 | 409.32 |
| Interest | 4/30/2024 | 912828ZN3 | 0.00 | T-Note 0.5 4/30/2027 | | 0.00 | 2,500.00 | 0.00 | 2,500.00 |
| Interest | 4/30/2024 | 694231AC5 | 0.00 | Pacific Enterprise Bank 1.15 3/31/2025 | | 0.00 | 235.36 | 0.00 | 235.36 |
| Interest | 4/30/2024 | CAMP60481 | 0.00 | California Asset Management Program LGIP | | 0.00 | 243,444.07 | 0.00 | 243,444.07 |
| Interest | 4/30/2024 | 42228LAL5 | 0.00 | HealthcareSystemsFCU 4.35 1/31/2028 | | 0.00 | 919.94 | 0.00 | 919.94 |
| Interest | 4/30/2024 | 31846V203 | 0.00 | First American Gov Fund MM | | 0.00 | 66,041.73 | 0.00 | 66,041.73 |
| Interest | 4/30/2024 | 24951TAW5 | 0.00 | Department of Commerce FCU 5 11/30/2027 | | 0.00 | 1,053.15 | 0.00 | 1,053.15 |
| Interest | 4/30/2024 | 77357DAB4 | 0.00 | Rockland Federal Credit Union 5 11/30/2028 | | 0.00 | 1,040.41 | 0.00 | 1,040.41 |
| Interest | 4/30/2024 | 06543PDA0 | 0.00 | Bank of the Valley NE 4.1 9/30/2027 | | 0.00 | 867.07 | 0.00 | 867.07 |
| Interest | 4/30/2024 | 91282CDG3 | 0.00 | T-Note 1.125 10/31/2026 | | 0.00 | 11,250.00 | 0.00 | 11,250.00 |
| Interest | 4/30/2024 | 32024DAC0 | 0.00 | First Financial 4.45 2/8/2028 | | 0.00 | 910.73 | 0.00 | 910.73 |
| Interest | 4/30/2024 | 82671DAB3 | 0.00 | Signature Federal Credit Union 4.4 1/31/2028 | | 0.00 | 900.49 | 0.00 | 900.49 |
| Interest | 4/30/2024 | 01882MAC6 | 0.00 | Alliant Credit Union 5 12/30/2027 | | 0.00 | 1,053.15 | 0.00 | 1,053.15 |
| Interest | 4/30/2024 | 22258JAB7 | 0.00 | County Schools FCU 4.4 9/30/2027 | | 0.00 | 930.51 | 0.00 | 930.51 |
| Interest | 4/30/2024 | 52171MAJ4 | 0.00 | Leaders Credit Union 5 6/30/2028 | | 0.00 | 1,053.15 | 0.00 | 1,053.15 |
| Interest | 4/30/2024 | 15201QDK0 | 0.00 | Centerstate Bank 1 4/30/2025 | | 0.00 | 1,243.40 | 0.00 | 1,243.40 |
| Interest | 4/30/2024 | OAKVALLEY0670 | 0.00 | Oak Valley Bank Cash | | 0.00 | 17,781.83 | 0.00 | 17,781.83 |
| Subtotal | | | 0.00 | | | 0.00 | 584,400.29 | | 584,400.29 |
| Total Interest/Dividends | | | 0.00 | | | 0.00 | 584,400.29 | | 584,400.29 |
| Sell Transactions | | | | | | | | | |



Mono County Transaction Summary by Action Mono County: Investment Portfolio

Begin Date: 3/31/2024, End Date: 4/30/2024

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|--------------------------------|-----------------|---------------|----------------------|--|----------------|----------------------|----------------------|------------|----------------------|
| Matured | 4/1/2024 | 13063DLZ9 | 500,000.00 | State of California 3 4/1/2024 | 0.00 | 500,000.00 | 0.00 | 0.00 | 500,000.00 |
| Matured | 4/5/2024 | 3133EMVD1 | 1,000,000.00 | FFCB 0.33 4/5/2024-22 | 0.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Matured | 4/10/2024 | 7954502D6 | 245,000.00 | Sallie Mae Bank/Salt Lake 2.75 4/10/2024 | 0.00 | 245,000.00 | 0.00 | 0.00 | 245,000.00 |
| Matured | 4/12/2024 | 856487AM5 | 249,000.00 | State Bank of Reeseville 2.6 4/12/2024 | 0.00 | 249,000.00 | 0.00 | 0.00 | 249,000.00 |
| Matured | 4/26/2024 | 32065TAZ4 | 249,000.00 | First Kentucky Bank Inc 2.55 4/26/2024 | 0.00 | 249,000.00 | 0.00 | 0.00 | 249,000.00 |
| Matured | 4/26/2024 | 56065GAG3 | 249,000.00 | Mainstreet Bank 2.6 4/26/2024 | 0.00 | 249,000.00 | 0.00 | 0.00 | 249,000.00 |
| Subtotal | | | 2,492,000.00 | | | 2,492,000.00 | 0.00 | | 2,492,000.00 |
| Withdraw | 4/1/2024 | FIT | 1,000,000.00 | Funds in Transit Cash | 0.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Withdraw | 4/23/2024 | 31846V203 | 1,000,000.00 | First American Gov Fund MM | 0.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Withdraw | 4/25/2024 | 31846V203 | 3,000,000.00 | First American Gov Fund MM | 0.00 | 3,000,000.00 | 0.00 | 0.00 | 3,000,000.00 |
| Withdraw | 4/30/2024 | 31846V203 | 66,041.73 | First American Gov Fund MM | 0.00 | 66,041.73 | 0.00 | 0.00 | 66,041.73 |
| Withdraw | 4/30/2024 | OAKVALLEY0670 | 33,816,774.28 | Oak Valley Bank Cash | 0.00 | 33,816,774.28 | 0.00 | 0.00 | 33,816,774.28 |
| Subtotal | | | 38,882,816.01 | | | 38,882,816.01 | 0.00 | | 38,882,816.01 |
| Total Sell Transactions | | | 41,374,816.01 | | | 41,374,816.01 | 0.00 | | 41,374,816.01 |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: County Counsel

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Christopher Beck, County Counsel

SUBJECT Resolution Accepting Donation of Property in Walker, CA

AGENDA DESCRIPTION:

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

Proposed Resolution of the Board of Supervisors of the County of Mono Authorizing the Receipt by Donation of Real Property on Eastside Lane in Walker California, identified as APN:002-460-056 and 002-460-055; Finding that the Acceptance is Exempt from Review Under the California Environmental Quality Act; and taking related actions.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

Acceptance of the donation provides Mono County the opportunity to pursue affordable housing projects with no cash outflow for the purchase of land. The conversion to public ownership results in the loss of approximately \$1,000 of property tax revenues of which the County receives \$300.

CONTACT NAME: Christopher Beck

PHONE/EMAIL: 760-924-1700 / cbeck@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| <input type="checkbox"/> Staff Report |
| <input type="checkbox"/> Resolution |

History

Time

Who

Approval

| | | |
|--------------------|------------------------------|-----|
| 5/29/2024 4:23 PM | County Counsel | Yes |
| 5/29/2024 1:38 PM | Finance | Yes |
| 5/30/2024 11:36 AM | County Administrative Office | Yes |

County Counsel
Christopher Beck

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

Telephone
760-924-1700

Deputy County Counsel
Emily R. Fox
Jeffrey Hughes

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

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Christopher Beck, County Counsel

Date: June 4, 2024

Re: Resolution Accepting Donation of Property in Walker, CA

Strategic Plan Focus Area(s) Met

A Thriving Economy Safe and Healthy Communities Mandated Function

Sustainable Public Lands Workforce & Operational Excellence

Discussion

Mono County has worked diligently to increase housing supply within the County. To do so, the County has taken multiple measures to address housing issues, and identify future sites, projects and/or developments.

Mono County has received an offer from Karen Johnston who wishes to donate land in Walker, CA. Ms. Johnston is the widow of former Mono County Supervisor Larry Johnston who served on the Board of Supervisors having been elected in 2010, reelected in 2014, and having unfortunately and untimely passing away while in office on March 13, 2018.

Ms. Johnston, and thereon the estate of Mr. Johnston, seeks to continue the familial tradition of supporting Mono County by donating unimproved land located at APNs: 002-460-055, and 002-460-056. The land is designated as RR5. Lot 055 is 5.08 acres, and lot 056 is 4.76 acres, for a total of nearly 10 acres. The land is located on Eastside Lane in Walker, CA.

APN's 002-460-055 & 002-460-056



Ms. Johnston prefers the property to be used for housing, and Mono County has identified the site as property that could potentially support affordable, market rate, and veteran housing, amongst other uses.

In accepting the property, Ms. Johnston will donate the property either in whole, or partially, over a period of one or two tax years. This donation has been reviewed by the County Administrative Officer, Community Development, Public Works, and Risk Management, without objection.

The property donation is exempt from CEQA under Guidelines Section 15061 (b)(3) as the final use of the site is yet undetermined.

If you have any questions on this matter prior to your meeting, please call me at 924-1706 or email me at cbeck@mono.ca.gov.



R24-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO AUTHORIZING THE RECEIPT BY DONATION OF REAL PROPERTY ON EASTSIDE LANE IN WALKER CALIFORNIA, IDENTIFIED AS APN:002-460-056 AND 002-460-055; FINDING THAT THE ACCEPTANCE IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND TAKING RELATED ACTIONS

WHEREAS, the Honorable Larry Johnston served on the Mono County Board of Supervisors, having first been elected in 2010, and then reelected in 2014; and

WHEREAS, the Honorable Larry Johnston passed away while still serving as a Mono County Supervisor, on March 13, 2018; and

WHEREAS, the estate, and wife of Larry Johnston seek to continue the familial tradition of supporting Mono County by donating nearly 10 acres of unimproved land to Mono County to support housing efforts within the County; and

WHEREAS, the County desires to receive that certain real property located at Eastside Lane in Walker California, particularly identified as APNs: 002-460-055 and 002-460-055 (the "Property"), which the County intends to use to support housing efforts within the County; and

WHEREAS, the County intends to use the land to provide affordable, market rate, veteran, and other housing identified as a need within the County; and

WHEREAS, the acceptance of the Property is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) in that the ultimate precise use of the site by the County is yet to be determined, and CEQA does not require a public agency to speculate regarding potential significant environmental effects and any potential use of the property must conform to the permissible uses prescribed in the Mono County General Plan as analyzed under CEQA and duly adopted; and

WHEREAS, in view of the Property's size, any ultimate project is likely to be exempt

1 from review under CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities), and
2 the Board of Supervisors is not aware of any circumstance under CEQA Guidelines Section
3 15300.2 that would apply; and

4 **WHEREAS**, the Board of Supervisors hereby finds that the acceptance of the Property is
5 in the public interest, and that the terms and conditions of the acceptance are reasonable and fair;

6 **WHEREAS**, the site has a General Plan Land Use Designation of Rural Residential 5,
7 which expressly allows for housing production (including Mobile-home parks) if found compatible
8 with the intent of the General Plan, and the County has General Plan Land Use Element and
9 Housing Element policies that encourage the development of affordable housing, including
10 Countywide Land Use Element Policy 1.D.2, subject to a use permit (“Provide for affordable
11 housing”);

12 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO
13 RESOLVES THAT:**

14 **SECTION ONE:** The foregoing recitals are true and correct.

15 **SECTION TWO:** The Chairperson of the Board and the County Administrative
16 Officer are hereby authorized to execute any and all documents on behalf of the County to
17 effectuate the receipt, and the County Administrative Officer is authorized to execute on behalf
18 of the County any other documents reasonably required to close the acceptance of the property,
19 subject to County Counsel review and approval as to form. The County Administrative Officer
20 is also authorized to approve minor amendments to agreements for receipt, and to do any and all
21 other things reasonably necessary or convenient to the accomplishment of any and all of the
22 transactions contemplated hereby.

23 **SECTION THREE:** The Board, acting as the Planning Agency for the County
24 pursuant to Government Code Sections 65402 and 65100, finds that the acceptance of the
25 Property is consistent with the County’s General Plan.

26 **SECTION FOUR:** The County intends, but is not bound, to use the property as
27 affordable, market rate, veteran and other housing identified as a need within the County.

28 ///

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3 **PASSED, APPROVED and ADOPTED** this __ day of __, 2024, to wit:

4

AYES:

5

NOES:

6

ABSENT:

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ABSTAIN:

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John Peters, Chair
Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

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Clerk of the Board

County Counsel

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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Clerk of the Board, Sponsored by Chair Peters

TIME REQUIRED 30 minutes (15 minute presentation; 15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Scott Armstrong, Regional Broadband Coordinator

SUBJECT Workshop on Broadband Prioritization in Mono County

AGENDA DESCRIPTION:

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

Workshop and presentation from Scott Armstrong, Regional Broadband Coordinator, on broadband project area prioritization.

RECOMMENDED ACTION:

Provide Board direction regarding broadband prioritization within Mono County.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| Staff Report |
| Power Point Presentation |

History

| Time | Who | Approval |
|-------------------|----------------|----------|
| 5/29/2024 4:25 PM | County Counsel | Yes |
| 5/29/2024 1:21 PM | Finance | Yes |

5/30/2024 11:04 AM

County Administrative Office

Yes



COUNTY OF INYO

SCOTT ARMSTRONG
REGIONAL BROADBAND COORDINATOR



DATE: June 11, 2024
TO: Mono County Board of Supervisors
FROM: Scott Armstrong, Regional Broadband Coordinator

Subject

Workshop and presentation from Scott Armstrong, Regional Broadband Coordinator, on broadband project area prioritization.

Recommended Action

None

Discussion

This is an informational presentation and workshop on broadband-related activities.

Fiscal Impact

No fiscal impact. This is an information item only.

Thank you very much for your consideration,

Scott R. Armstrong
Regional Broadband Coordinator
For the Eastern Sierra Council of Governments
County of Inyo, California

Attachments: 2024 05 14 Mono Broadband Prioritization PowerPoint Presentation



Mono Broadband Prioritization Workshop

June 11, 2024

<https://ConnectedEasternSierra.net/>



Overview

- Workshop Goals
- High-Level Internet Overview
- Grant Opportunities Overview
- Communities in Mono County
- Challenges & Concerns
- Recommendations & Direction
- Links for Reference

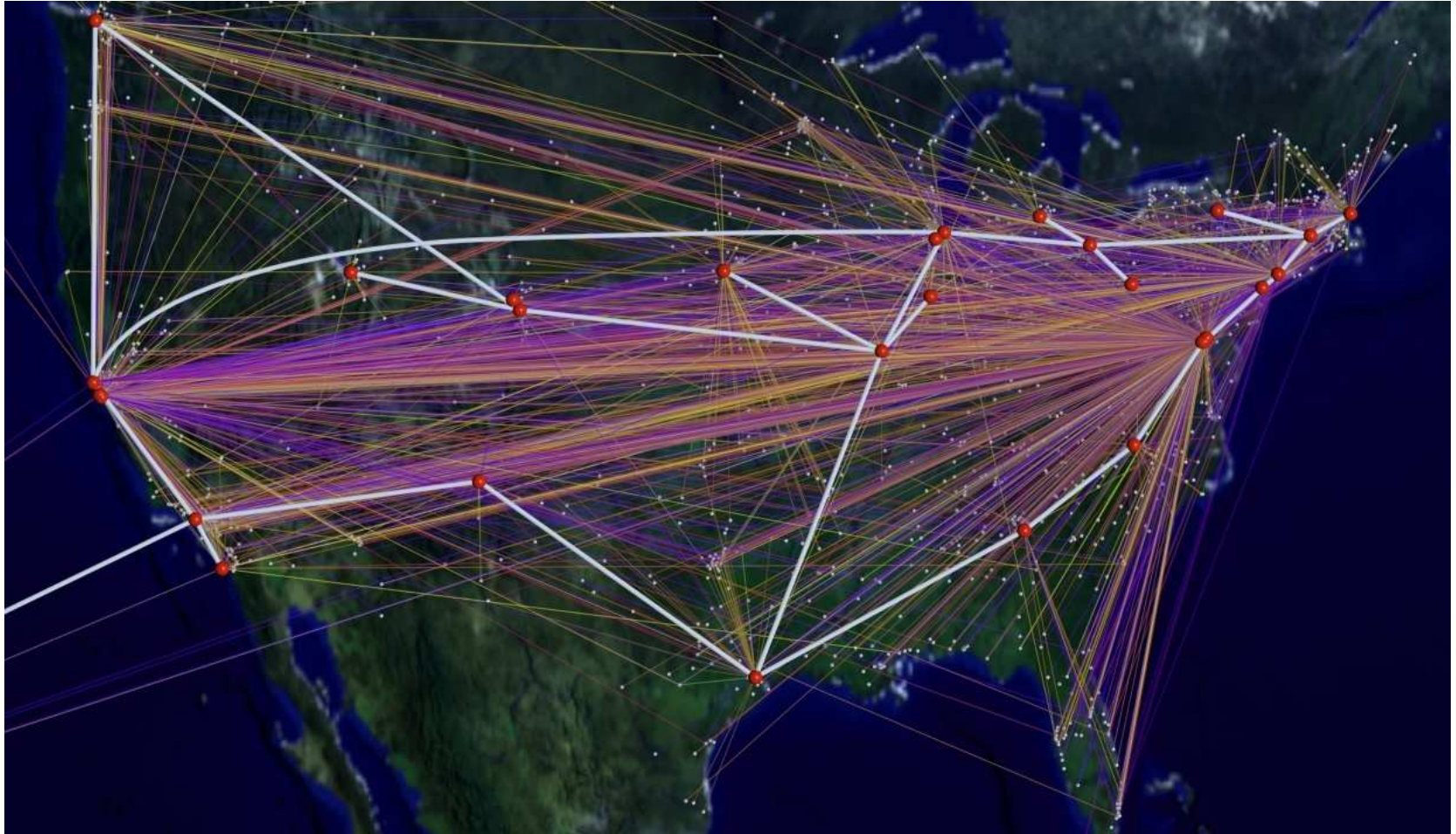


Workshop Goals

- Well Informed Board and Public
- Prioritization Direction from Board of Supervisors



High-Level Internet Overview





High-Level Internet Overview

- Tier-1 Providers – Sell Internet Transit to Tier 2 & 3 Providers
 - Lumen, Zayo, Verizon, AT&T, Comcast
- Tier-2 Providers – ISPs With Backbone (Middle-Mile) Networks
 - Frontier, Suddenlink
- Tier-3 Providers – Local ISPs
 - Race Communications, Schat.net
- Middle-Mile Backbone Networks Connect ISPs to Tier-1 Providers
 - Digital 395, Future MMBN



Grant Opportunities Overview

| Grant Program | US / CA | Agency | Counties can apply | Owned by Applicant | Requires Service | Fixed Wireless | Match Required | Type of Match |
|---------------------|---------|---------|--------------------|--------------------|------------------|----------------|----------------|----------------|
| CASF Infrastructure | CA | CPUC | Y | Y | Y | Y | Y/N | Cash / In Kind |
| CPUC FFA | CA | CPUC | Y | Y | Y | N | N | Encouraged |
| ReConnect | US | USDA RD | Y | Y | Y | L | 25% | Cash |
| Community Connect | US | USDA RD | Y | Y | Y | N | 15% | Cash (for ops) |
| BEAD | US | NTIA | Y | Y | Y | L | 25% | Cash / In Kind |



Communities in Mono County

- <https://connectedeasternsierra.net/broadband/expansion/>



Challenges & Concerns

- Construction Grants Require Service Delivery
 - ISP Applicant
 - County Applicant with ISP Contract in Place
- ISP Return on Investment
 - Small Potential Customer Base
 - Recurring Tier-1 Service Costs will Likely Exceed Recurring Revenue
 - Small or Negative Return on Investment for most project areas
- Licensed Fixed Wireless Towers
 - Not Ideal for Canyons
 - May not be Significantly Less Expensive



Recommendations & Direction

- Defined List, Heuristics Based on Factors, or Both
- Locations: Hammil, Fales/Swauger Creek, Virginia Lakes, Others
- Factors
 - Disadvantaged
 - Cost to the County per Household
 - Percentage of Households Unserved in Each Community
- County Funding Incentives to Cover Grant Match Requirements
- Arrange Individual Meetings with Supervisors?
- Other Information Needed?



Links for Reference

- <https://connectedeasternsierra.net/broadband/expansion/>
- <https://broadbandmap.fcc.gov/>
- <https://broadbandmap.ca.gov/>



Acronyms

- BEAD – Federal Broadband Equity, Access and Deployment Program
- CASF – California Advanced Services Fund (CPUC)
- CPUC – California Public Utilities Commission
- ISP – Internet Service Provider
- MMBN – California’s Middle-Mile Broadband Network
- USDA RD – US Department of Agriculture, Rural Development





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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: County Counsel

TIME REQUIRED 30 minutes

SUBJECT Southern California Edison (SCE) to update the Mono County Board of Supervisors on SCE's Wildfire Mitigation Plan (WMP) activities including Public Safety Power Shutoffs (PSPS) and Federal Energy Regulatory Commission (FERC) hydroelectric project relicensing (Rush Creek, Lee Vining, Lundy)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Matthew Paroulo, Southern California Edison

AGENDA DESCRIPTION:

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

Southern California Edison (SCE) to update the Mono County Board of Supervisors on SCE's Wildfire Mitigation Plan (WMP) activities including Public Safety Power Shutoffs (PSPS) and Federal Energy Regulatory Commission (FERC) hydroelectric project relicensing (Rush Creek, Lee Vining, Lundy)

RECOMMENDED ACTION:

None - Information Only.

FISCAL IMPACT:

None.

CONTACT NAME: Matthew Paroulo

PHONE/EMAIL: 760-851-4031 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Presentation](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 5/29/2024 4:23 PM | County Counsel | Yes |
| 5/29/2024 2:28 PM | Finance | Yes |
| 5/30/2024 10:40 AM | County Administrative Office | Yes |



Mono County Board of Supervisors

Tuesday, June 4th 2024



Matthew Paruolo
Southern California Edison
Government Relations Manager

Matthew Woodhall
Southern California Edison
Sr. Advisor, Hydro Licensing & Water Mgmt.

Who We Are

- Southern California Edison (SCE) is an Edison International company
- One of the nation's largest electric utilities
- More than 130 years of history
- Headquartered in Rosemead, California
- Regulated by the California Public Utilities Commission (CPUC) and the Federal Energy Regulatory Commission (FERC)
- 50,000 square miles of SCE service area across Central, Coastal, and Southern California
- 15 million residents through 5 million customer accounts
- 15 counties, 185 cities, and 13 Native American tribes



Our Grid

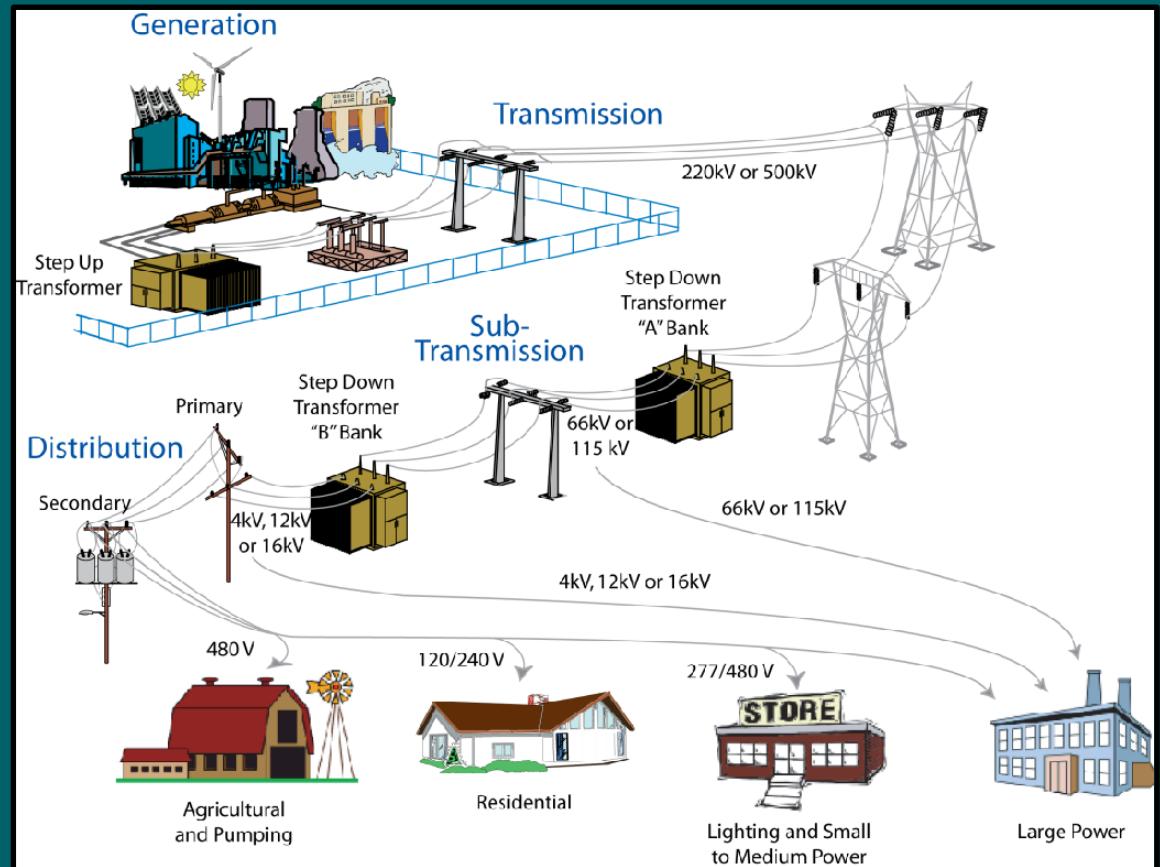
To deliver safe, reliable, and affordable power, we monitor and maintain a vast electricity system

50,000 Square Miles

1.7 Million Poles

126,000 Miles of Transmission and Distribution Lines

753,000 Transformers



Countdown to 2045

- Builds on *Pathway 2045* analysis (released in 2019) to account for recent state policies, climate impacts, reliability modeling, and market/technology advancements
- Updated analysis indicates **deeper electrification** by 2045 (90+% of vehicles and space/water heating in buildings) drives greater load and new system peaks
- As a result, the **generation mix** in 2045 more than doubles; solar, wind, and storage make up the majority of capacity; retained gas generation and emerging technologies (e.g., offshore wind, clean firm baseload) serve important roles to ensure system reliability
- New **transmission and distribution** needed at unprecedented scale and speed (4-10x historical rates), requiring policy changes and increased operational efficiencies to plan, build, and operate; technology investment to optimize DERs at scale
- Clean power and electrification approach remains the **most feasible and cost-effective** way to meet state goals, despite a significant level of investments (~\$370B statewide); the average SCE household can expect to save ~40% on total energy costs

DECARBONIZE ELECTRICITY

100%
RETAIL SALES
100%*



ELECTRIFY TRANSPORTATION

90%
OF VEHICLES
75%*



ELECTRIFY BUILDINGS

95%
OF BUILDINGS
70%*



USE LOW-CARBON FUELS

48%
NON-ELECTRIC
ENERGY
43%*



SINK REMAINING CARBON

75
MMT
CARBON
SINK
108
MMT*



=
CARBON NEUTRALITY
BY 2045

*From *Pathway 2045*, for comparison

Strengthening and Modernizing the Grid

SCE plans to spend more than \$5B each year to maintain, improve, and harden its infrastructure

- **Infrastructure reliability** – updating underground cables, poles, switches, and transformers
- **Wildfire mitigation** – hardening infrastructure, bolstering situational awareness capabilities, and enhancing operational practices
- **Transmission** – connecting renewables, installing new substations, and updating lines
- **Grid readiness** – updating the grid for impacts from new technologies
- **Long-term energy policy** – supporting energy storage, electric vehicles, and renewables

2023 Capital Investments

27.5 miles of underground cable replaced

112.5 miles of overhead conductor replaced for public safety

13.9k distribution poles replaced

2.5k transmission poles replaced

39 underground structure replacements

SCE's investments support safe, reliable, affordable, and clean energy for our customers



Wildfire Mitigation Activities **OVERVIEW**

2023 Year-End Progress Report

Data as of 12/31/23

Safety Is Our Top Priority

Southern California Edison is taking steps every day to protect the safety of our customers and communities. By upgrading our electric infrastructure and investing in new technologies, we can help reduce the risk of wildfires.

Our measures to reduce wildfire risks include:

- Upgrading and inspecting our electric equipment and infrastructure
- Improving our situational awareness capabilities
- Managing vegetation around our electric infrastructure
- Implementing Public Safety Power Shutoffs (PSPS) during potentially dangerous weather conditions

We will continue to further strengthen our system and provide customer assistance and resources to minimize the impact PSPS events may have on our customers in high fire risk areas.

For more information of SCE's wildfire mitigation and PSPS efforts, visit: [sce.com/wildfire](https://www.sce.com/wildfire).





Wildfire Mitigation Activities **GLOSSARY**

2023 Year-End Progress Report

Data as of 12/31/23

| | |
|--|---|
| Distribution Equipment Inspections | Inspections of overhead distribution equipment in high fire risk areas help identify potential safety hazards for any needed maintenance, repair or replacement |
| Transmission Equipment Inspections | Inspections of overhead transmission equipment in high fire risk areas help identify potential safety hazards for any needed maintenance, repair or replacement |
| Covered Conductor | Replacement of bare overhead wires with covered conductor (insulated wires) significantly reduces the possibility of power line arcing or sparking if contact occurs with an object like a tree branch or metallic balloon. There may be additional circuit miles completed due to fire restoration work. |
| Fire-Resistant Poles | Replacement of power poles with fire-resistant composite poles or wooden poles with fire-resistant wrap reduces the risk of damaged poles during an emergency and allows quicker power restoration |
| Fast-Acting Fuses | Interrupt electrical current more quickly and reduce risk of ignitions when there is an electrical fault, such as when a tree falls on a power line during high winds |
| Sectionalizing Devices | Segment or isolate portions of circuits during PSPS events to minimize the number of customers impacted. Thousands of sectionalizing devices were installed prior to 2018 before the wildfire mitigation program began. |
| Structure Brushing | Remove vegetation and maintain clearance around high-risk power poles to reduce risk of ignitions and/or fire spread due to a spark or contact with failed equipment. |
| Weather Stations | Provide wind speed, humidity and temperature data that is updated every few minutes. The data allows more targeted de-energizations during PSPS. To access the real-time weather data, visit sce.com/weatherstations . |
| High-Definition Wildfire Cameras | Pan, tilt, zoom and perform 360-degree sweeps approximately every minute to help monitor wildfire conditions in high fire risk areas. To view the live camera feeds, visit alertca.live/cameras . |
| Community Resource Centers & Community Crew Vehicles | Provide in-person assistance and resources for customers during PSPS events. Resources include PSPS information, charging amenities, snacks and more. For activated locations, visit sce.com/pmps . |

To learn more about wildfire safety and PSPS, visit sce.com/wildfire.



Wildfire Mitigation Activities SCE SERVICE AREA

2023 Year-End Progress Report

Data as of 12/31/23



50,000 SQ. MI.
of SCE service area
across southern,
central and coastal
California

14,000 SQ. MI.
of high fire risk areas



5M
customer accounts or
15M residents in
SCE's service area

1.3M
customer accounts or
3.9M residents served
by circuits in high fire
risk areas



51,000 MI.
of SCE overhead
distribution and
transmission lines

14,000 MI.
in high fire risk areas



1.4M
power poles and
towers

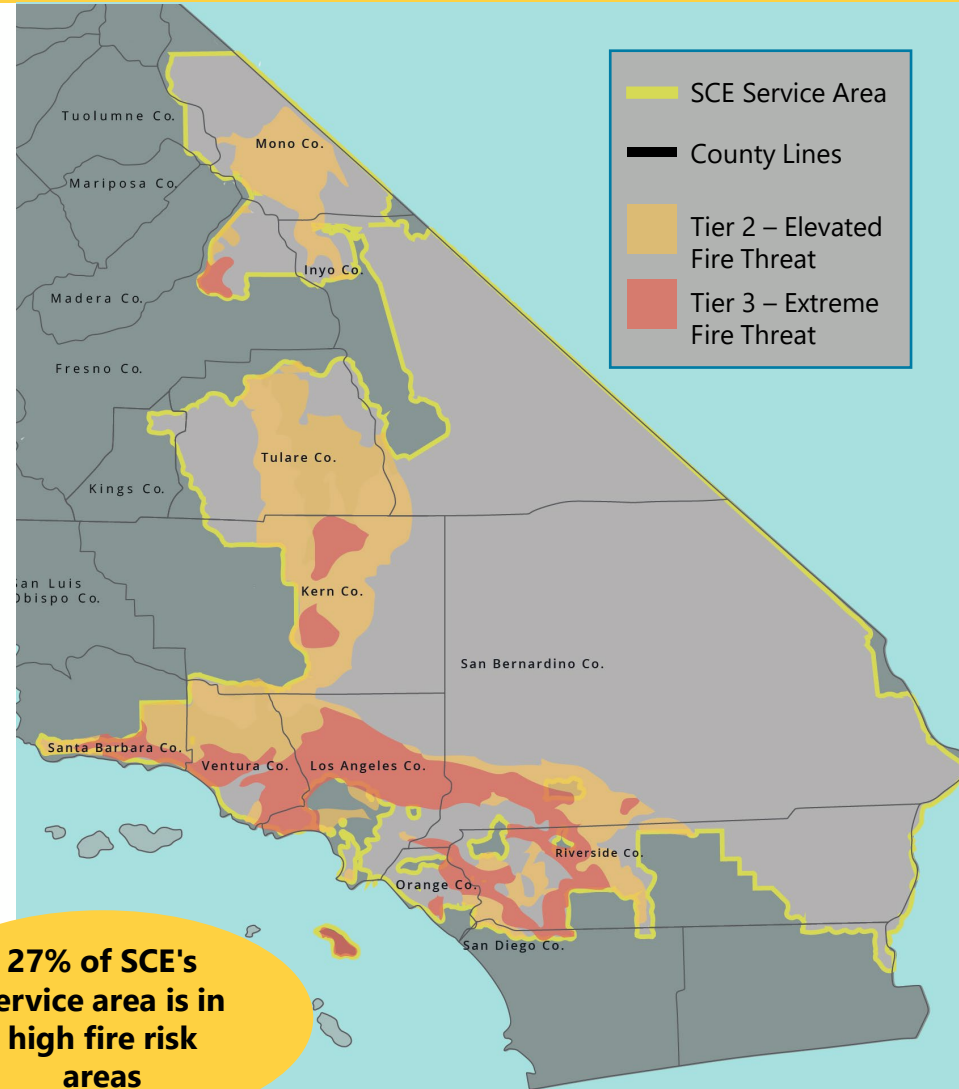
311,000
in high fire risk areas

Counties with high fire risk area served by SCE

- Fresno
- Inyo
- Kern
- Los Angeles
- Mono
- Orange
- Riverside
- San Bernardino
- Santa Barbara
- Tulare
- Ventura

Counties with no or limited high fire risk areas served by SCE

- Imperial
- Kings
- Madera
- Tuolumne



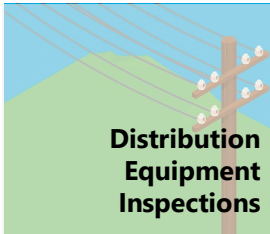
**27% of SCE's
service area is in
high fire risk
areas**



Wildfire Mitigation Activities SCE SERVICE AREA

2023 Year-End Progress Report

Data as of 12/31/23



2023 Completed/Target
203,266/187,000 inspections

109% completed

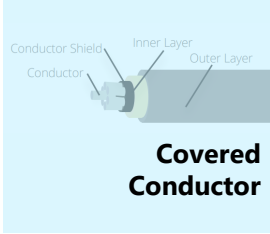
Completed Since 2018
1,126,900+ inspections



2023 Completed/Target
28,744/28,000 inspections

103% completed

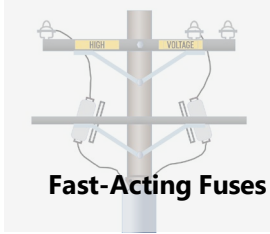
Completed Since 2018
152,900+ inspections



2023 Completed/Target
1,220/1,100 circuit miles installed

111% completed

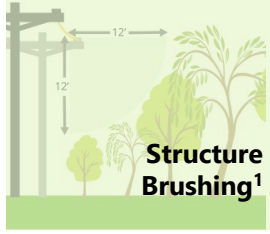
Completed Since 2018
~5,600 circuit miles installed



2023 Completed/Target
563/500 fuses installed or replaced

113% completed

Completed Since 2018
14,270+ fuses installed or replaced



2023 Completed/Target
113,570/63,700 structures cleared

178% completed

Completed Since 2018
775,500+ structures cleared



2023 Completed/Target
114/85 weather stations installed

134% completed

Completed Since 2018
1,730+ weather stations installed



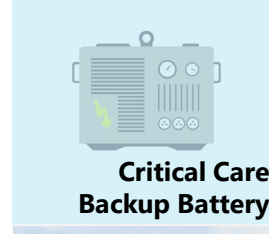
2023 Completed/Target
10/10 cameras installed

100% completed

Completed Since 2018
190+ cameras installed



Expanded aerial fire suppression funding to year-round, continuing partnership with local fire agencies to support their firefighting capabilities



2023 Completed
4,140+ batteries provided to eligible customers

Completed Since July 2020
14,300+ batteries provided to eligible customers



63 sites available



Community Crew Vehicles

8 vehicles available

1. Does not include PRC 4292 compliance scope



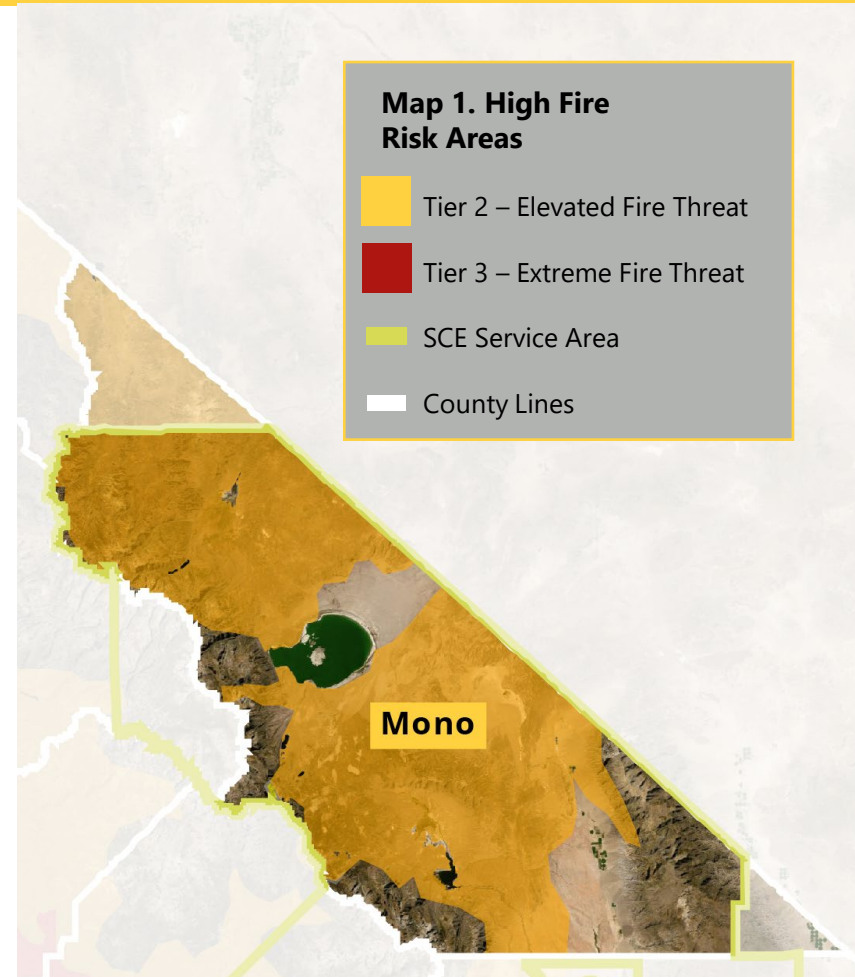
Wildfire Mitigation Activities MONO COUNTY

2023 Year-End Progress Report

Data as of 12/31/23

Completed

| | 2023 | SINCE 2018 |
|------------------------------------|--|---------------------------------|
| DISTRIBUTION EQUIPMENT INSPECTIONS | 4,922 inspections | 23,847 inspections |
| TRANSMISSION EQUIPMENT INSPECTIONS | 2,253 inspections | 8,998 inspections |
| COVERED CONDUCTOR | 23 circuit miles installed | 28 circuit miles installed |
| FAST-ACTING FUSES | 0 fuses installed or replaced | 179 fuses installed or replaced |
| SECTIONALIZING DEVICES | 0 devices installed | 7 devices installed |
| STRUCTURE BRUSHING | 2,308 structures brushed | 11,932 structures brushed |
| WEATHER STATIONS | 5 weather stations installed | 68 weather stations installed |
| HIGH-DEFINITION WILDFIRE CAMERAS | 0 cameras installed | 0 cameras installed |
| COMMUNITY RESOURCE CENTERS | 0 sites available | |
| COMMUNITY CREW VEHICLES | 8 vehicles available throughout SCE's service area | |



SCE's service area covers about **89%** of Mono County. About **14,240** customer accounts are served by circuits in high fire risk areas.

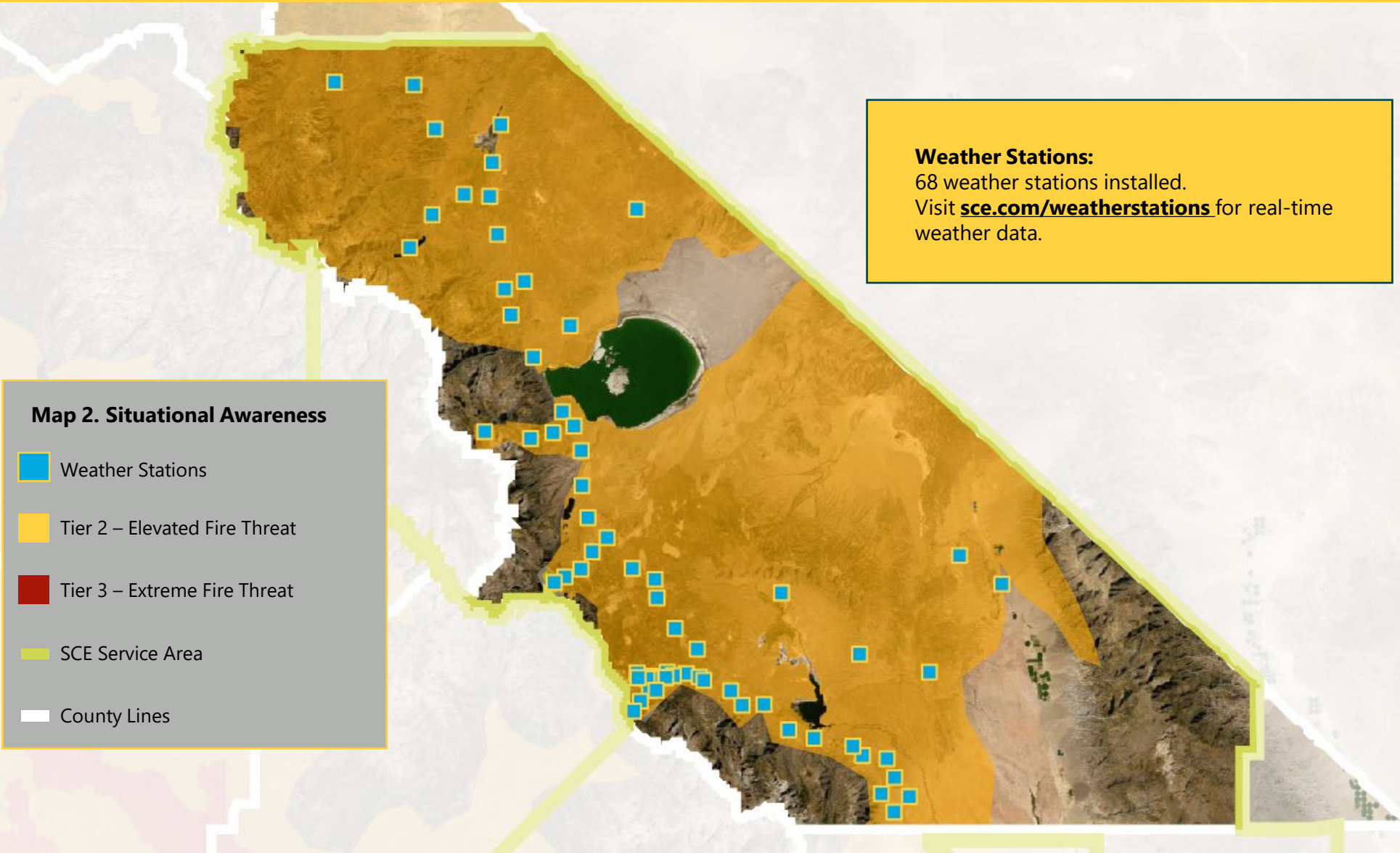
SCE tracks wildfire initiative progress by SCE districts and extrapolates to the county level as a reasonable approximation. There may be additional circuit miles of covered conductor installed due to fire restoration work.



Wildfire Mitigation Activities MONO COUNTY

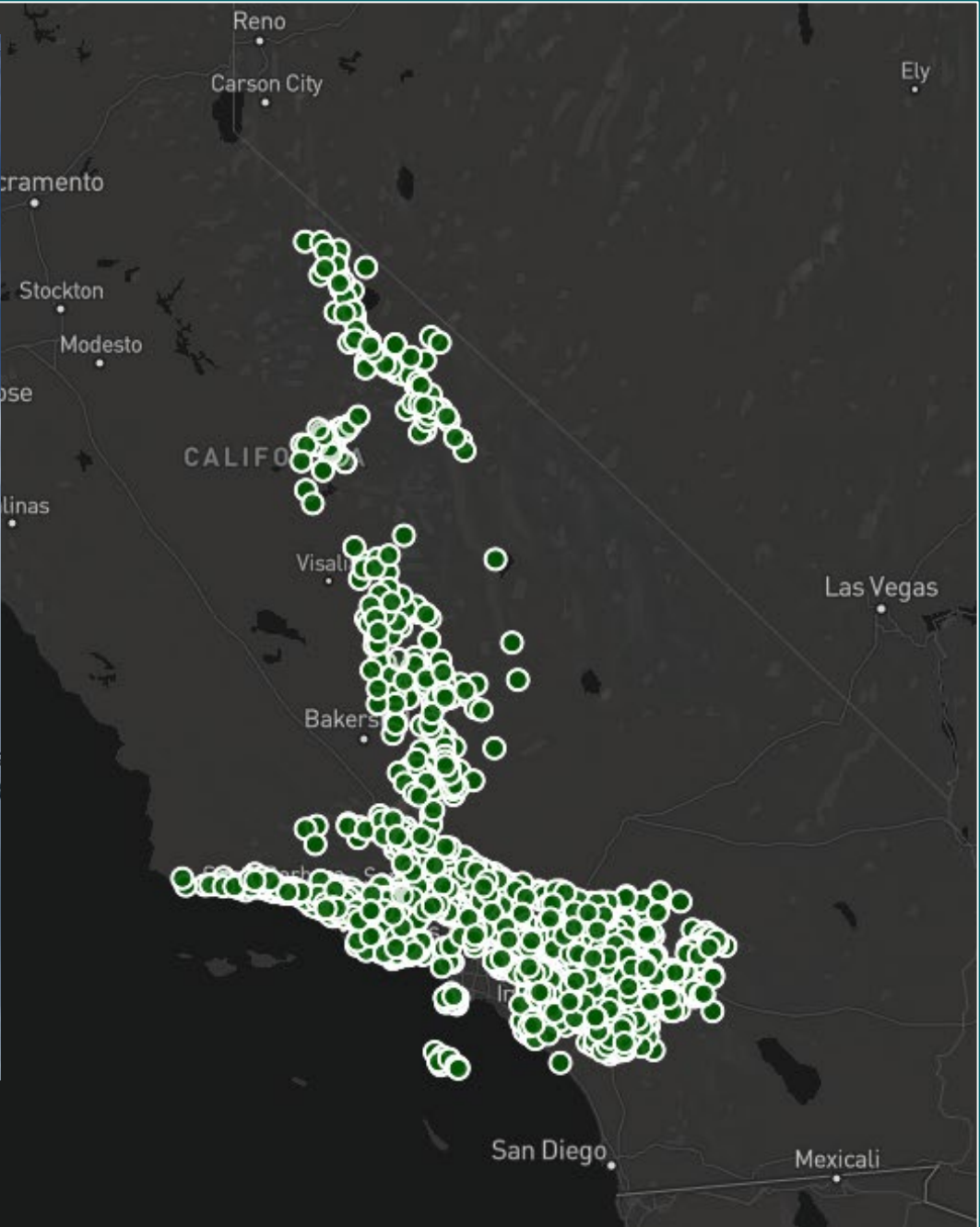
2023 Year-End Progress Report

Data as of 12/31/23



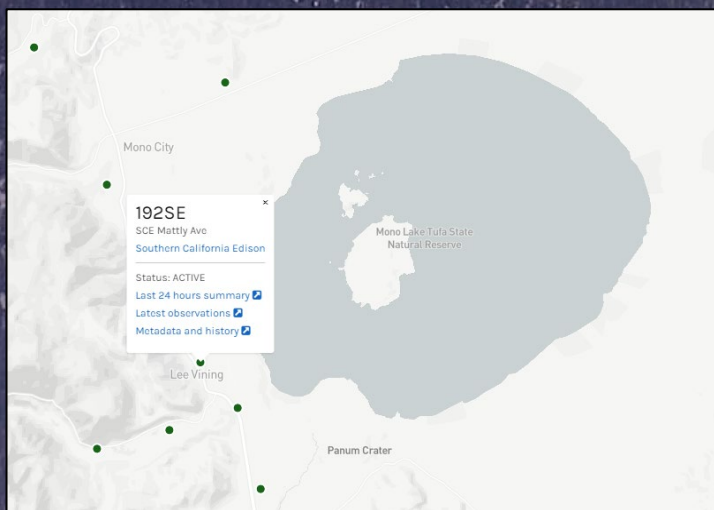
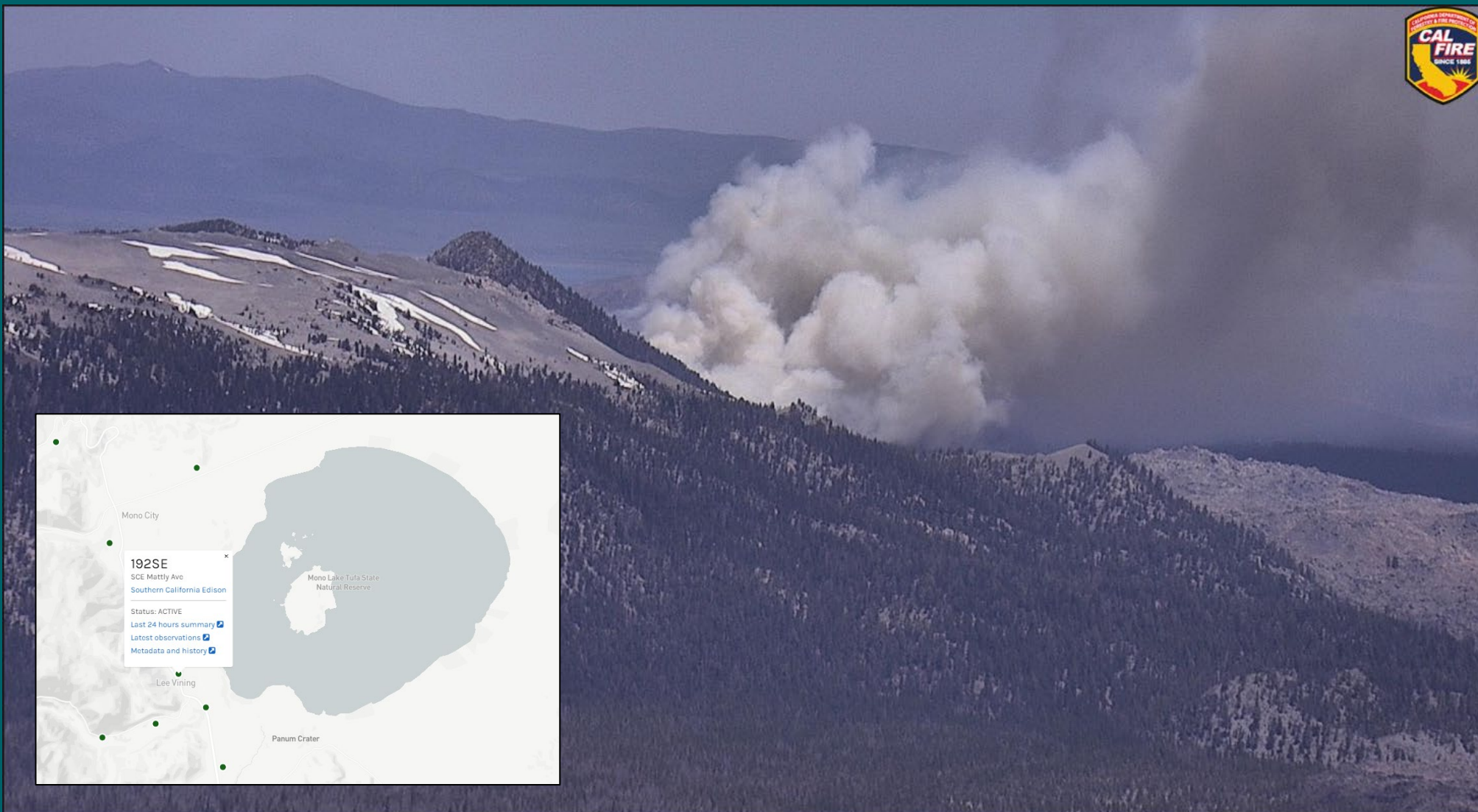
Features depicted herein are intended for informational purposes only. Distances and locations may be distorted and icons may be overlapping at this scale.

Weather Services and Fire Science



SCE.com/weatherstations

Weather Services and Fire Science



axis-mammothmtn1 elev:3349' X:+0.89 Y:-1.45 Z:6.2 .CalFire Sac Intel.rhart.05-22T11:13 © ALERTCalifornia 2024/05/22 12:17:27.38

<https://alertcalifornia.org/>

Protecting Public Safety: Public Safety Power Shutoffs

- SCE implements **Public Safety Power Shutoffs (PSPS)** to temporarily shut off power to some communities when there is a high risk for wildfire to **prevent the electric system from becoming the source of ignition**
- PSPS is **used as a measure of last resort to protect public safety under dangerous fire weather conditions**, including high winds, low humidity, and dry vegetation
- Multiple methods are used to notify customers and stakeholders in impacted areas before, during, and after a PSPS event
- SCE provides resources to support customers during PSPS and offers several **programs and rebates to help customers be prepared and more resilient** during emergencies
- SCE is working to **reduce the impact of PSPS** and is continuing to **strengthen the electric grid to become more resilient** in the face of extreme weather events
- To learn more, visit [sce.com/psps](https://www.sce.com/psps)



REDUCING WILDFIRE RISK & PSPS IMPACTS – BY THE NUMBERS

SCE has reduced the probability of catastrophic¹ wildfires associated with its equipment by about **85-88%** since 2018

5,580+ MILES
OF COVERED CONDUCTOR



2 MILLION+
TRIMS AND REMOVALS



1 MILLION+
HFRA INSPECTIONS



1,730+ WEATHER STATIONS
190+ HD CAMERAS



Completed in high fire risk areas since 2018



IMPROVED PSPS EXECUTION & CUSTOMER SUPPORT

- **90%** less PSPS outage time in 2023 compared to 2020²
- **63** Community Resource Centers and **8** Community Crew Vehicles available
- Deployed **14,300+** Critical Care Back-up batteries to Medical Baseline customers

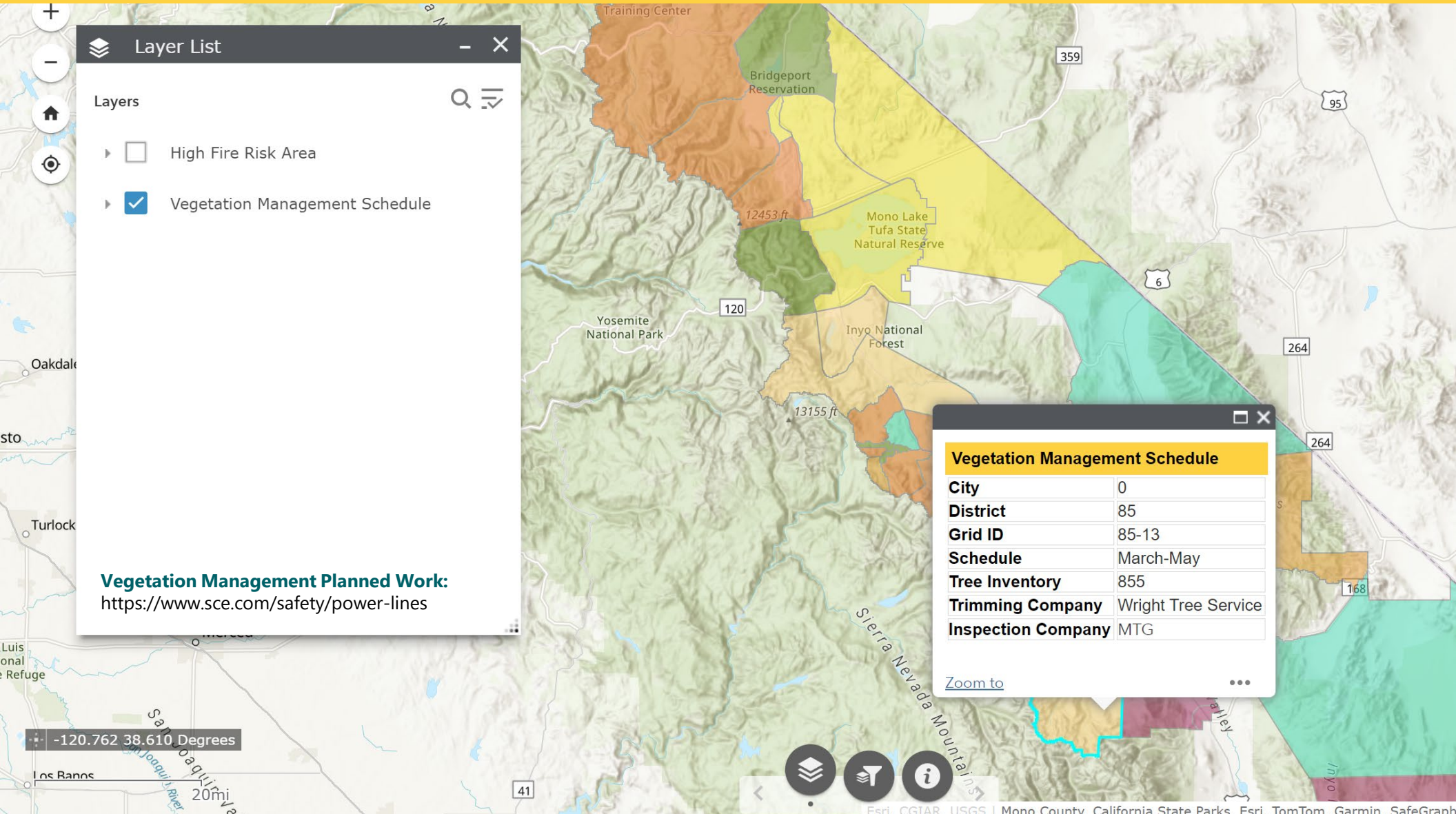
1. A wildfire directly causing one or more deaths, damaging or destroying more than 500 structures, or burning more than 140,000 acres of land
2. ~22M customer minutes of interruption in 2023 compared to ~268M in 2020, not normalized for weather

Data as of 12/31/2023



Wildfire Mitigation Activities

Vegetation Management





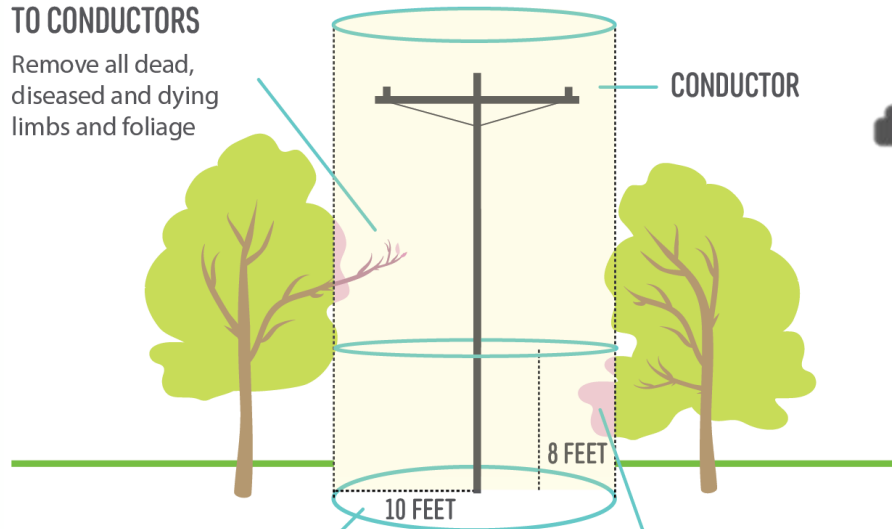
Wildfire Mitigation Activities

Vegetation Management

Structure Brushing:

FROM HEIGHT OF 8 FEET
TO CONDUCTORS

Remove all dead,
diseased and dying
limbs and foliage



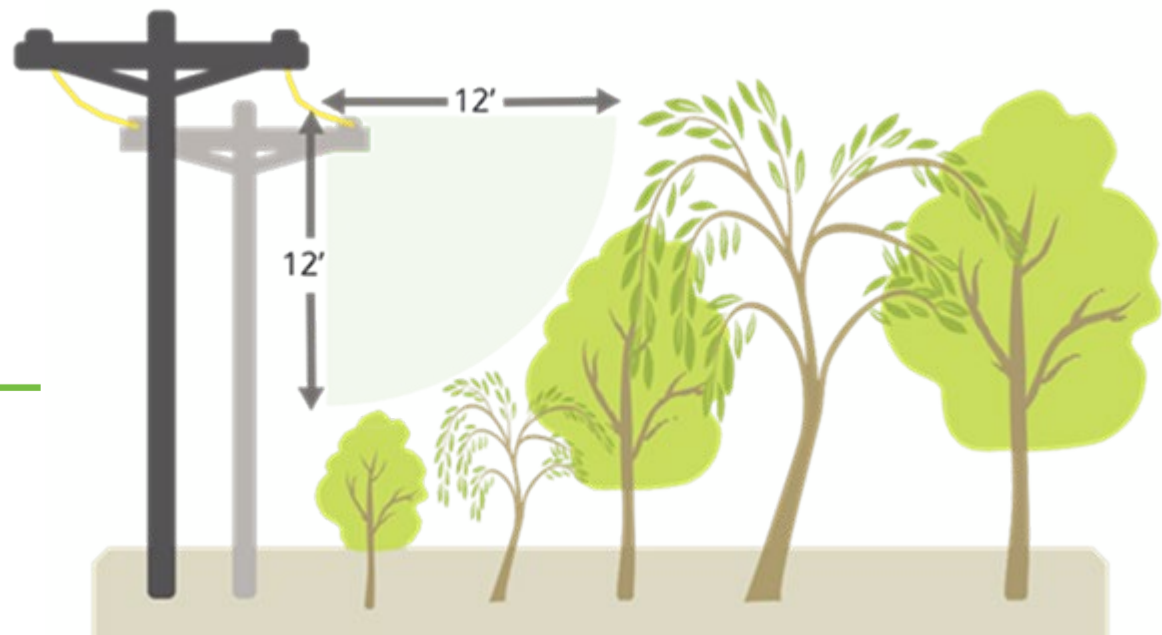
AT GROUND LEVEL

Remove all flammable
material within a 10-foot
radius around pole

AT GROUND LEVEL TO 8 FEET

Remove all brush, limbs and
foliage of living trees within a
10-foot radius around the pole

Prescriptive Trimming:



Contact Us About Trees and Vegetation Near Power Lines

If you have any questions about vegetation near SCE power lines, contact SCE Customer Support at **1-800-655-4555**.

- Report an object caught in power lines: **1-800-611-1911**
- Report an outage: **1-800-611-1911**
- Before you dig, **Call 811**
- Electrical Emergency, **Call 911**



Wildfire Mitigation Activities

2025 Wildfire Mitigation Plan



ENERGIZED

HOME STORIES VIDEOS CONNECT RESOURCES SUBSCRIBE

STORIES : SAFETY

Media Kit

SCE's Wildfire Mitigation Efforts Show Positive Results

The company's recently filed Wildfire Mitigation Plan 2025 Update focuses on risk modeling to continue driving down the wildfire threat in fire prone communities.



Reggie Kumar
ENERGIZED by Edison Writer
[@SCE_ReggieK](#)

STORY IMAGES

Published on April 03, 2024



SUBSCRIBE

RELATED STORIES




[Home](#) > [Wildfire Safety](#) > Community Safety Meetings

Community Safety Meetings

 Get Alerts View Outages

[SCE.com/wildfire/community-safety-events](https://www.sce.com/wildfire/community-safety-events)

As California continues to experience a year-round fire season, we're making sure communities are informed and prepared as we implement our Wildfire Mitigation Plan. Join us for one of our online live-stream meetings, where you can hear from emergency-preparedness experts, ask questions, and join in discussions.

Our meetings are online livestreams hosted on Microsoft Teams. You may join the meeting up to 30 minutes before it starts. For more information about attending a livestream event in Teams, click [here](#) .

[2024 Wildfire Safety Community Meetings:](#)

1. Date: June 6, 2024

Time: 6:00 pm - 7:30 pm (Virtual Meeting)

Registration Link: <https://events.teams.microsoft.com/event/dfc390df-61e4-4912-bc6f-a72cdaacce6a@5b2a8fee-4c95-4bdc-8aae-196f8aacb1b6>

2. Date: June 13, 2024

Time: 6:00 pm - 7:30 pm (Virtual Meeting)

Registration Link: <https://events.teams.microsoft.com/event/e9e096f3-39af-4ede-a4ea-8e5fd9fba944@5b2a8fee-4c95-4bdc-8aae-196f8aacb1b6>





Wildfire Mitigation Activities Community Partnership

2nd Annual Eastern Sierra

WILDFIRE RESILIENCE WEEK

May 30 - June 8

INYO COUNTY

MONO COUNTY

MAY 30
6:30-7:30pm

SCIENCE ON TAP SPEAKER SERIES
Marc Meyer, USFS - Landscape Treatments
Mountain Rambler Brewery, Bishop

FIRE RESILIENCE & ESCCRP UPDATES
Mammoth Lakes Chamber of Commerce
Community Coffee, Online Presentation

MAY 30
8:30-9:30am

MAY 31
5:30-7:30pm

NORTH INYO COUNTY FIREWISE
Beth Burnam, Firewise USA - Mustang Mesa

EMBERS & ALES WILDFIRE TRIVIA NIGHT
Mammoth Brewing Company, Brewers' Hall

JUNE 4
6:30-8:30pm

JUNE 4
5:30-7:30pm

COMMUNITY WILDFIRE PREPAREDNESS
Yana Valachovic, UCCE - South Inyo County, Lone Pine

WILDFIRE MITIGATION DEMO HOME
Beth Burnam, Firewise USA - Long Valley Fire Dept

JUNE 5
5:30-7:30pm

JUNE 7
12-1pm

THE FUTURE OF WILDFIRE INSURANCE
Yana Valachovic, UCCE - Lunch & Learn Webinar

NORTH MONO COUNTY FIREWISE
Beth Burnam, Firewise USA - Bridgeport Fire Dept

JUNE 6
5:30-7:30pm

FOREST HEALTH & FIREWISE E-BIKE TOUR
High Sierra Energy Foundation
Mammoth Lakes Library

JUNE 8
10am-1pm

EVENT DETAILS

WhitebarkInstitute.org/Events2024
For more information contact: Crystal Medhurst
crystal@whitebarkinstitute.org / 760-709-2263
RESIDENTS - VISITORS - COMMUNITY LEADERS

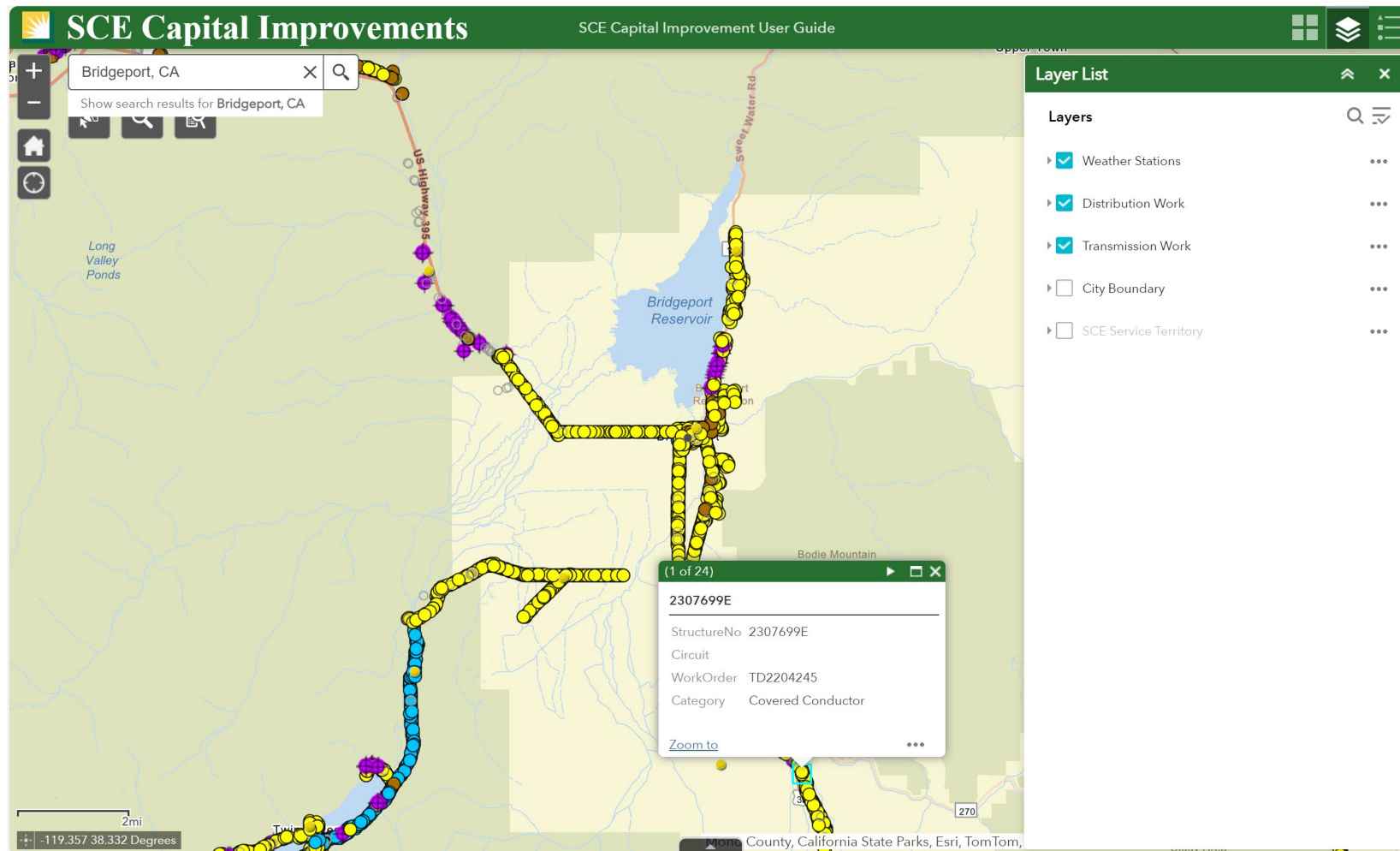


Funding for this project provided in part by the California Department of Forestry and Fire Protection's Fire Prevention Program as part of the California Climate Investments Program.



Capital Improvement Map

The capital improvement map has transitioned to a virtual format via **SCE Capital Improvements** and can be accessed using the link provided or sce.com/CapitalImprovements.



Covered Conductor and Targeted Undergrounding



The main image shows a helicopter in flight, suspended by a cable from a spool of covered conductor. The background features a clear blue sky and distant mountains. An inset image in the bottom-left corner shows several large spools of covered conductor cable on the ground, with a helicopter and other equipment visible in the background.

| <u>MONO COUNTY – 2024</u> | |
|---|-------|
| <u>Total 41.37 Circuit miles</u> | |
| BENTON | 6.29 |
| circuit miles | |
| BRIDGEPORT | 10.78 |
| circuit miles | |
| LEE VINING | 11.03 |
| circuit miles | |
| ROUND VALLEY | 13.27 |

Keeping Bills Manageable

Our Commitment to Customers

SCE is continually seeking innovative ways to get more work done at less cost to customers, running our business to get the most productivity out of each dollar. That's the commitment SCE makes to the residents, businesses and communities in our service area who depend on us 24/7 to safely deliver, reliable, affordable and clean energy.



Here are ways SCE provides help to customers facing challenges with their energy bills



Discounted Rates

Our California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) financial assistance programs help qualifying families of all sizes lower their monthly energy bills when they need it most.



Assistance Options

Offering a range of options to support you, including payment extensions and monthly installment plans for past due balances, debt forgiveness and new energy-efficient appliances as low or no cost.



Demand Response

Energy-saving programs such as the Smart Energy Program, Power Saver Rewards and Summer Discount Program reward customers with bill credits for reducing electricity usage when the demand for energy is high.



Rebates and Incentives

Get discounts or money back when purchasing smart thermostats and other products that help reduce energy usage, which in turn helps lower monthly bills.

What is Reliability?

- In simplest terms:
 - Having dependable **electricity** when you need it
- Potential interruptions to dependable service include the following:
 - Maintenance outages (aka planned outages)
 - Repair outages (aka unplanned outages)
 - Sustained Outage = An outage lasting **> 5 minutes**
 - Momentary Outage = An outage lasting **≤ 5 minutes**
 - Public Safety Power Shutoff (PSPS)
 - Major Event Day (MED)



Major Event Day (MED) : A day in which the daily system SAIDI exceeds a threshold value. For the purposes of calculating daily system SAIDI, any interruption that spans multiple calendar days is accrued to the day on which the interruption began. Statistically, days having a daily system SAIDI greater than a threshold value are days on which the energy delivery system experienced stresses beyond that normally expected (such as severe weather). MEDs are sometimes excluded in reporting; in those reports, the exclusions will be noted.

Public Safety Power Shutoff (PSPS) : An operational protocol that SCE implements under extreme weather conditions to minimize the threat of wildfires and keep communities safe from potentially dangerous situations. These types of sustained outages are temporary and usually involve situations where high-fire areas are experiencing adverse weather or public safety is at risk.



Emergency Preparation and Response

All-Hazards Action Plan



Rush Creek Hydroelectric Project

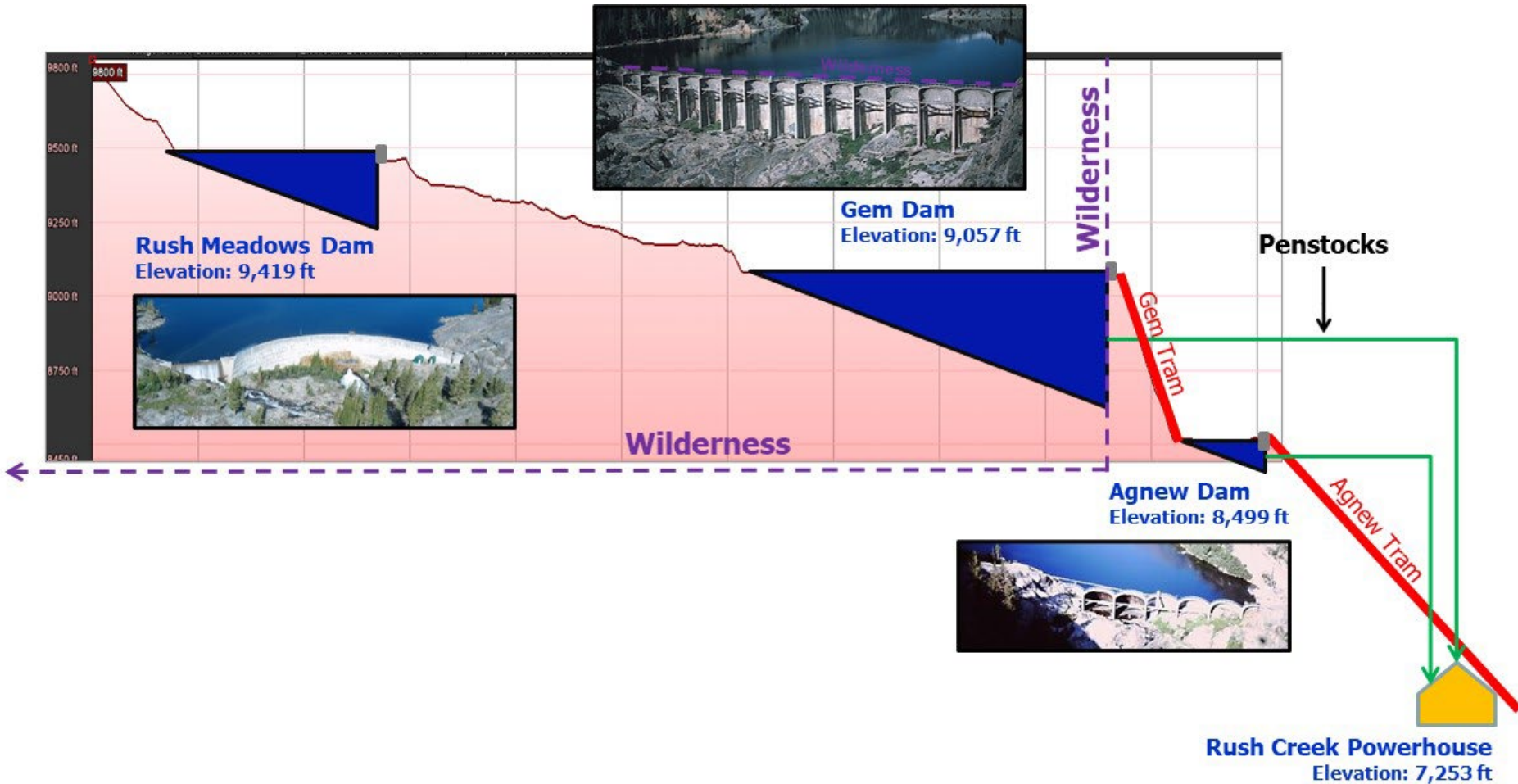
Federal Energy Regulatory
Commission (FERC) License:

- FERC Project No. 1389
- Issued February 1997
- 30-year License Term
- Expires January 31, 2027

Rush Creek Project Overview

- FERC License:
 - Expires January 31, 2027
- Project Location:
 - Eastern slope of the Sierra Nevada in Mono County near June Lake
- Primary Project Facilities Include:
 - Three dams and associated reservoirs
 - Water conveyance system
 - Powerhouse (total installed capacity of 13.01 megawatts)
 - Two trams

Rush Creek Project Overview



Proposed Action

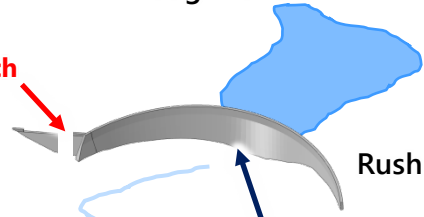
- Reservoir operations restricted by FERC in 2012 due to seismic concerns
- Project modifications implemented in 2017-2018 (Rush Meadows/Agnew) and 2020-2021 (Gem)
- SCE's proposed action in the relicensing includes:
 - Partial removal of Agnew and Rush Meadows dams
 - Retrofitting Gem Dam to facilitate continued operation of the Project for power generation

Sierra Nevada Mountains



Waugh Lake

Notch



Rush Meadows Dam

Low Level Outlets

Gem Lake



Gem Dam

Bypass Valve

Arch 8 Outlet & MIF Release

SCE Rush Creek Hydroelectric System

Water Release Features

Previously Existing Feature
New or Modified Feature
Currently Non-functional Feature

Agnew Lake

Agnew Dam

Notches

Pressure Relief Valve (PRV)

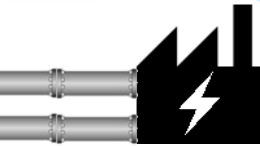
18" Valve

Penstock Cuts

MIF Release

Drain Valve

Agnew Junction



Rush Creek Powerhouse

Relicensing Process Milestones - Complete

| Milestone | Date | Public Meeting(s) | Public Comment Period |
|---|--------------|-------------------|-----------------------|
| SCE Files NOI and PAD | 12/16/2021 | ✓ | |
| FERC Issues SD 1 | 2/14/2022 | ✓ (FERC Scoping) | ✓ |
| SCE Files Proposed Study Plan | 5/26/2022 | ✓ (PSP, TWGs) | ✓ |
| FERC Issues SD 2 | 5/27/2022 | | |
| SCE Files Revised Study Plan | 9/23/2022 | | ✓ |
| FERC Issues Study Plan Determination | 10/26/2022 | | |
| SCE Conducts First Year Studies | 2023 | | |
| SCE Files Initial Study Report | 10/26/2023 | ✓ | ✓ |
| SCE Distributes TSRs to Interested Stakeholders and Conducts TWG Meetings | Feb–Jul 2024 | ✓ (TWGs) | ✓ |

Relicensing Process Milestones - Upcoming

| Milestone | Date | Public Meeting(s) | Public Comment Period |
|-------------------------------------|------------|-------------------|-----------------------|
| SCE Conducts Second Year Studies | 2024 | | |
| SCE Files Updated Study Report | 10/26/2024 | ✓ | ✓ |
| SCE Files Draft License Application | 9/3/2024 | ✓ | ✓ |
| SCE Files Final License Application | 1/31/2025 | | |
| | | | |
| FERC's Post-Filing Activity | | | |
| Ready for Environmental Analysis | TBD | | ✓ |
| Draft EA/EIS | TBD | | ✓ |
| Final EA/EIS | TBD | | |
| License Order | TBD | | |

Lee Vining Hydroelectric Project

Federal Energy Regulatory
Commission (FERC) License:

- Project No. 1388
- Issued February 1997
- 30-year license term
- Expires January 31, 2027

Lee Vining Hydroelectric Project

- Saddlebag Dam and Lake
 - Headwaters of Lee Vining Creek
 - 297-acre reservoir
- Tioga Dam, Auxiliary Dam, and Lake
 - Headwaters of Glacier Canyon
 - 2 dams
 - 73-acre reservoir
- Rhinedollar Dam and Ellery Lake
 - Tioga and Saddlebag drain into Ellery
 - 61-acre Reservoir
- 11.24 megawatt Poole powerhouse
- Flowline and penstock connect in Ellery Lake and Poole Powerhouse



Regulatory and Process Look Back

- SCE is utilizing the Traditional Licensing Process (TLP)
 - FERC does not engage until end of process, following FLA filing
 - Less structured “formal” milestone schedule around studies
- Pre-Application Document filed August 2021
- Study Plans were developed in collaboration with Technical Work Group (TWG) members:
 - 12+ TWG meetings January-May 2021
 - Study Plan revisions – February 2022
 - Final Study Plans filed April 2022
- Studies implemented between 2022 - 2024
- Technical Reports distributed April 2024.

Studies and Year(s) Implemented

| Study | Year(s) Implemented |
|--|---------------------|
| Reservoir Fish Population Study (AQ-1) | 2022 |
| Stream Fish Populations Study (AQ-2) | 2022 |
| Aquatic Habitat Mapping and Sediment Characterization (AQ-3) | 2023 |
| Aquatic Invasive Plants Survey (AQ-4) | 2023 |
| Operations and Hydrology Model (AQ-5) | 2022 & 2023 |
| Lower Lee Vining Creek Channel Morphology (AQ-6) | 2022 & 2023 |
| Stream and Reservoir Water Quality Study (WQ-1) | 2022 & 2023 |
| General Botanical Resources Survey (TERR-1) | 2022 & 2023 |
| General Wildlife Resources Survey (TERR-2) | 2022, 2023, & 2024 |
| Cultural Resources (CUL-1) | 2022, 2023, & 2024 |
| Tribal Resources (TR-1) | 2023 |
| Recreation Use Assessment (REC-1) | 2022 & 2024 |
| Facilities Condition Assessment (REC-2) | 2023 |
| Project Lands and Roads Assessment (LAND-1) | 2023 |
| Aesthetic Resource (LAND-2) | 2023 |

Regulatory and Process Look Ahead

- 2024 studies:
 - Recreation Use and Needs
 - Additional cultural resources surveys
 - Focused YOTO studies
- Draft License Application due to FERC September 3, 2024
 - Stakeholder comments due December 2, 2024
- Final License Application due to FERC January 31, 2025



Lundy Hydroelectric Project

Federal Energy Regulatory
Commission (FERC) License:

- Project No. 1394
- Issued March 1999
- 30-year license term
- Expires February 28, 2029

Project Facilities

- Lundy Dam and Lake
 - Headwaters of Mill Creek
 - 73-acre reservoir
- Lundy Powerhouse
 - 3.0 megawatts
- Flowline and penstock connecting Lundy Lake and Lundy Powerhouse
- Splitter box below powerhouse to manage flows for water-right holders
- Recreation sites (camping, day-use areas, boat ramp)
 - maintained by Mono County under a license agreement with SCE



See the Project description document for more details

Project Operations

- Driven by adjudicated water rights.
- SCE passes water through powerhouse and delivers to water rights holders via:
 - Return Ditch
 - Wilson System
 - Upper Conway Ditch
- Adair ditch (historic) provides alternate means of getting water to Wilson System when powerhouse is offline



Regulatory and Process Look Ahead

- Study Planning and Issue Scoping through 2024
- Studies in 2025 and 2026
 - Study reports to be filed in December 2025 and 2026
- Draft License Application due to FERC October 1, 2026
 - Stakeholder comments due December 20, 2026
- Final License Application due to FERC March 1, 2027



Questions?





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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Public Works

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Paul Roten, Public Works Director

SUBJECT Mono County Jail Facility - Update

AGENDA DESCRIPTION:

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

Presentation regarding the progress in constructing a new Mono County Jail on Twin Lakes Road in Bridgeport.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)
No Attachments Available

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 5/30/2024 9:02 AM | County Counsel | Yes |
| 5/30/2024 9:02 AM | Finance | Yes |
| 5/30/2024 10:18 AM | County Administrative Office | Yes |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Public Works

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

SUBJECT Proposition 68 Deed Restrictions

AGENDA DESCRIPTION:

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

Deed restrictions for the Walker and Bridgeport Parks are necessary for receipt of Proposition 68 Per Capita Grant funds approved by the Board on January 21, 2020. This item requests signatures on two deed restrictions, having a time limit of 25 to 30 years. The deed restrictions ensure the parks are not sold or leased after completion of the Proposition 68 Grant Improvements.

RECOMMENDED ACTION:

Approve both Deed Restrictions for Walker and Bridgeport Parks and Board Chair to sign on behalf of the County.

FISCAL IMPACT:

Proposition 68 per capita grant funding will be forfeited absent the deed restricting.

CONTACT NAME: Valentine Vega

PHONE/EMAIL: 7606164189 / vvega@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| BOS Staff Report |
| Walker Park Deed Restriction |
| Bridgeport Park Deed Restriction |

History

Time

Who

Approval

| | | |
|--------------------|------------------------------|-----|
| 5/29/2024 4:03 PM | County Counsel | Yes |
| 5/29/2024 1:28 PM | Finance | Yes |
| 5/30/2024 10:23 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: June 4, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Valentine Vega – Project Manager
Re: Deed Restrictions for Proposition 68 funding

Background:

At the January 21, 2020, regular meeting of the Mono County Board of Supervisors, the board unanimously adopted resolution R20-10 providing authorization for staff to apply for Proposition 68 – Per Capita funding made available to cities, districts, counties, and regional park districts for the purpose of local park rehabilitation, creation, and improvement on a per capita basis.

At the October 19, 2021, regular meeting of the Board of Supervisors, following projects were authorized (note there is no number 1):

2. Mono Lake – LADWP
3. Bridgeport Tennis Court Repurposing and ADA Improvement – County Owned
4. Lee Vining – County Owned
5. Walker Tennis Court Repurposing – County Owned

Discussion:

The County Owned parcels must be deed restricted prior to funding being released.

As part of the requirements for funding under Proposition 68, the parcels where work is done must be deed restricted. The Deed Restriction restricts the title to the property, safeguarding the property for the purposes consistent with the grant for the duration of the contract performance period. Therefore, signatures for the Deed Restriction need to be completed before any payments are eligible for locations 3, 4, and 5.

Location 2 is on the Los Angeles Department of Water and Power Property and is acceptable for funding but will require renewal of our Lease.

Please contact me at 760.932.5446 or by email at vvega@mono.ca.gov if you have any questions regarding this project.

Respectfully submitted,

Valentine Vega - Project Manager

Attachments:

Deed Restriction Documents for: Bridgeport Park
Lee Vining Connector
Walker Park

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Lydia Willett

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, the County of Mono, California (hereinafter referred to as "Owner(s)") is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for Install sports courts, and group picnic spaces at Walker Park on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-26-005 , (hereinafter referred to as "Grant") for Install sports courts, and group picnic spaces at Walker Park on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2038.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner: _____

Owner: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A
Legal Description

LEGAL DESCRIPTION

Vol 180 Page 144 & 145
Jan 6 1975

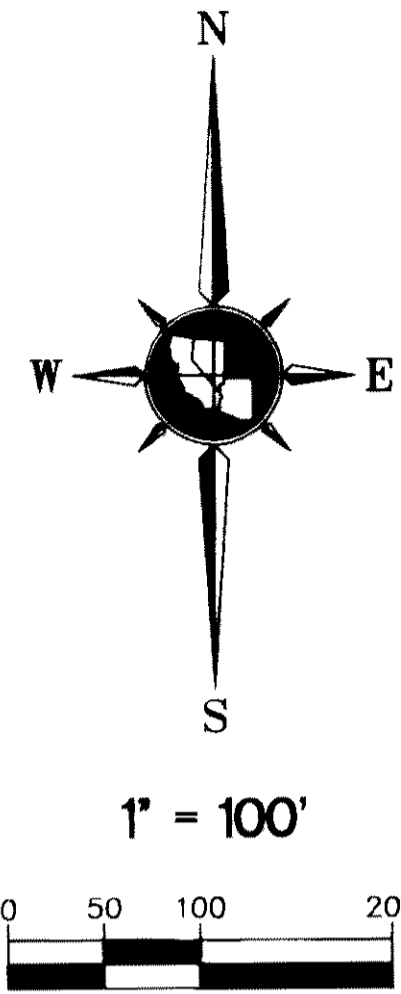
Parcel Y-9 of Mill Creek Ranch Subdivision, County of Mono, State of California according to the Official Map thereof, filed in the office of the County Recorder, Mono County, state of California on December 29, 1959, pages 27, 27A, and 27B of Maps.

RECORD OF SURVEY

No. 31-52

BEING LOTS Y-8, Y-9, Y-10 & A PORTION OF LOT W-1
OF MILL CREEK RANCH SUBDIVISION AND
A PORTION OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4
OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 23 EAST, M.D.M.
COUNTY OF MONO, STATE OF CALIFORNIA

FEBRUARY, 2009



LEGEND

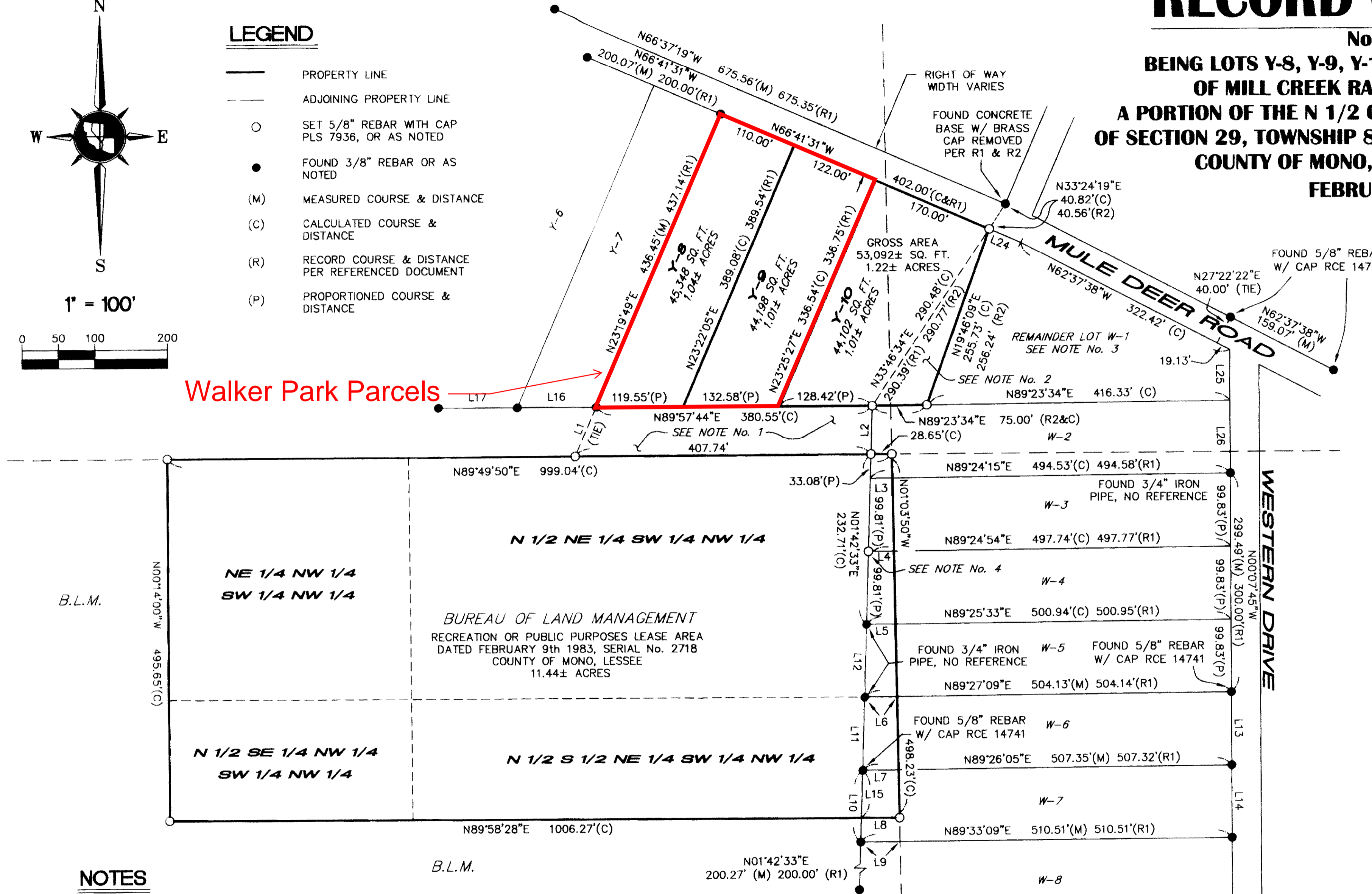
- PROPERTY LINE
- - - ADJOINING PROPERTY LINE
- SET 5/8" REBAR WITH CAP PLS 7936, OR AS NOTED
- FOUND 3/8" REBAR OR AS NOTED
- (M) MEASURED COURSE & DISTANCE
- (C) CALCULATED COURSE & DISTANCE
- (R) RECORD COURSE & DISTANCE PER REFERENCED DOCUMENT
- (P) PROPORTIONED COURSE & DISTANCE

Walker Park Parcels

REFERENCES

- (R1) MILL CREEK RANCH SUBDIVISION VOL. 2 PG. 27, DECEMBER 29, 1959
- (R2) GRANT DEED, VOL. 375 PG. 85
- (R3) DEPENDENT RESURVEY & SUBDIVISION OF SECTIONS IN T. 8 N., R. 23 E., M.D.M., BY THE US DEPT. OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, DATED SEPTEMBER 30, 1994.

OFFICIAL RECORDS OF MONO COUNTY, STATE OF CALIFORNIA



| LINE TABLE | | |
|------------|---------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 73.68' | N23°19'49"E |
| L2 | 66.73' | N01°42'33"E |
| L3 | 30.25' | N89°24'15"E |
| L4 | 35.07' | N89°24'54"E |
| L5 | 39.90' | N89°25'33"E |
| L6 | 44.73' | N89°27'06"E |
| L7 | 49.57' | N89°26'05"E |
| L8 | 52.76' | N89°58'28"E |
| L9 | 54.35' | N89°33'09"E |
| L10 | 98.78' | N01°42'33"E |
| L11 | 100.20' | N01°42'33"E |
| L12 | 99.67' | N01°42'33"E |
| L13 | 99.96' | N00°07'45"W |
| L14 | 99.75' | N00°07'45"W |
| L15 | 65.73' | N01°42'33"E |
| L16 | 108.72' | N89°57'44"E |
| L17 | 109.02' | N89°57'44"E |
| L18 | 165.50' | N00°30'40"W |
| L19 | 165.50' | N00°30'40"W |
| L20 | 165.22' | N00°14'00"W |
| L21 | 334.62' | N89°55'36"E |
| L22 | 165.22' | N00°14'00"W |
| L23 | 334.62' | N89°55'36"E |
| L24 | 47.19' | N66°41'31"W |
| L25 | 69.33' | N00°07'45"W |
| L26 | 99.83' | N00°07'45"W |

NOTES

1. GAP AREA BETWEEN BLM R&PP LEASE PARCEL AND LOTS Y-8, Y-9, & Y-10 WITH THE EXTENSION OF LOT SIDELINES TO THE LEASE PARCEL IS EQUAL TO 26,466 SQ. FT. (0.61± ACRES). PROPERTY IS CURRENTLY OCCUPIED BY THE EXISTING COUNTY PARK.
2. AREA BY GRANT DEED, VOL. 375 PG. 87 8,990 SQ. FT. (0.21± ACRES).
3. LOT W-1 AS PLATTED PER R1 DOES NOT MATHEMATICALLY CLOSE BY 47.19'. IN THE OFFICE OF THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS THERE ARE UNRECORDED FILES AND NOTES PREPARED BY WALTER REID AND HIS EMPLOYEES THAT REFERENCE THE WORK PERFORMED ON THIS MILL CREEK RANCH SUBDIVISION IN THE ERA OF THE LATE 1950'S. IN THESE FILES METES AND BOUNDS DESCRIPTIONS WERE FOUND FOR THE LOTS WITHIN THIS SUBDIVISION. THE TRUE AUTHORSHIP OF SAID DESCRIPTIONS IS UNKNOWN, YET CONTAINED IN THE FILES PREPARED BY WALTER REID. THE DESCRIPTION LABELED "PARCEL W-1" WITHIN THESE DESCRIPTIONS IS DATED JUNE 29, 1959 AND CONTAINS ALL THE COURSES AND DISTANCES AROUND LOT W-1 AS PLATTED WITH THE ADDITION OF A FINAL COURSE; "N. 66°36' W., 47.19 FEET". IT IS MY OPINION THAT THIS FINAL COURSE AS DESCRIBED WAS INTENDED TO BE PLATTED BUT WAS OMITTED AS AN OVERSIGHT OR DRAFTING ERROR ON THE RECORDED PLAT.
4. AT THE REQUEST OF THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS THE NORTHWESTERLY CORNER OF LOT W-4 WAS RESET AS PART OF THIS SURVEY AT THE LOCATION ON THE GROUND AS ORIGINALLY ESTABLISHED PER R1. IT IS NOT THE INTENT OF THIS SURVEY TO DEFINE THE OWNERSHIP LIMITS OF ANY LOTS SHOWN HEREON.



TRI STATE SURVEYING, LTD
425 EAST LONG STREET
CARSON CITY, NEVADA 89706-2418
(775) 887-9911 * FAX # 887-9915

07445.01.CM
SHEET 2
OF 2

RECORDING REQUESTED BY

County of Mono

AND WHEN RECORDED MAIL TO

Name: N. Edward Denton, Dist. Atty.
Street Address: P.O. Box 617
City: Bridgeport, Ca. 93517

3049 VOL 180 pg 145

RECORDED AT REQUEST OF
County of Mono
AT 30 MIN. PAST 3P M
VOL 180 OFFICIAL RECORDS, PG 145
JAN 6 1975
MONO COUNTY, CALIFORNIA

Quw M. Hubbs
COUNTY RECORDER

NO FEE

COMPARED
INDEXED

MAIL TAX EXEMPT TO

Name: County of Mono
Street Address: Bridgeport, Ca. 93517
City: Bridgeport, Ca. 93517

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 3.30
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
[Signature]
Signature of Declarant or Agent determining Firm Name

Grant Deed

TO 408.1 CA (1-70) THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Harris C. Larson and Helen I. Larson, husband and wife

hereby GRANT(S) to
County of Mono

the following described real property in the
County of Mono, State of California:

Parcel Y-9 of the Mill Creek Ranch Subdivision, County of Mono
State of California according to the Official Map thereof,
filed in the office of the County Recorder, Mono County,
State of California on December 29, 1959, pages 27, 27A,
and 27B of Maps.

Dated October, 1974

Harris C. Larson
Helen I. Larson

STATE OF CALIFORNIA }
COUNTY OF Inyo } ss.
On October 21, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared
Harris C. Larson and
Helen I. Larson

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature: *Beverly Hopkins*



Name (Typed or Printed)

(This area for official notarial seal)

RECORDING REQUESTED BY

County of Mono

AND WHEN RECEIVED MAIL TO

N. Edward Denton,
District Attorney
Bridgeport, Ca. 93517

Name
Street
Address
City &
State

307 VOL 180 No. 144

RECORDED AT REQUEST OF
County of Mono
AT 30 MIN. PAST 3P
VOL 180 OFFICIAL RECORDS, PG 144
JAN 6 1975
MONO COUNTY, CALIFORNIA

Ann M. Webb

COMPARED
INDEXED

NO FEE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAX TAX STATEMENT TO

County of Mono

Bridgeport, Ca. 93517

Name
Street
Address
City &
State

DOCUMENTARY TRANSFER TAX \$ 32.30
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.

John Wolin
Signature of Declarant or Agent determining tax. Firm Name

Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

TO 408.1 CA (1-70)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

John Wolin and Mayme L. Wolin, husband and wife

hereby GRANT(S) to
County of Mono

the following described real property in the
County of Mono, State of California:

Parcel Y-8 of the Mill Creek Ranch Subdivision, County of Mono,
State of California, According to the official map thereof
filed in the office of the County Recorder of Mono County,
State of California on December 29, 1959, in book 2, pages
27, 27A, and 27B of Maps.

Dated October, 1974

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On Oct. 28th, 1974 before me, the under-
signed, a Notary Public in and for said State, personally appeared
John Wolin and
Mayme L. Wolin

known to me
to be the persons whose names are subscribed to the within
instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature *Elizabeth Gaudette*

Name (Typed or Printed)

John Wolin
Mayme L. Wolin



(This area for official notarial seal)

Title Order No.

Escrow or Loan No.

Exhibit B
Contract

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE County of Mono

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

County of Mono, Community Dev

By *Tony Dublino* Grantee
2D37929938144E7
(Signature of Authorized Representative)

Title Director of Public Works
Date 2/14/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By *Cristelle Fazeli*
7009862C771E404...
Date 2/14/2022

CERTIFICATION OF FUNDING
(For State Use Only)

| | | | | | |
|--|-----------------------------------|--|------------------------|------------------------|--|
| CONTRACT NO C9801087 | AMENDMENT NO | FISCAL SUPPLIER I.D. 0000013445 | | | PROJECT NO. 18-26-002, 18-26-003, 18-26-004, 18-26-005 |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$400,000.00 | | FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT | ITEM 3790-101-6088 | CHAPTER 29 | STATUTE 18 | FISCAL YEAR 2021/22 | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ \$400,000.00 | Reporting Structured. 37900091 | Account/Alt Account. 5432000-5432000000 | ACTIVITY CODE 69806 | PROJECT / WORK PHASE | |

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and County of Mono (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$400,000, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Mono
GRANTEE _____

DocuSigned by:
Tony Dublino
By: _____
2D37929938144E7...
Signature of Authorized Representative

Title: Director of Public Works

Date: 2/14/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
Cristelle Fazeli
By: _____
7009862C774F404...

Date: 2/14/2022

Amendment 1
Contract Extension

**State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

AMENDMENT TO CONTRACT

Contract No. C9801087 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the County of Mono

The State and, County of Mono in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

The appropriation liquidation date has been extended to June 30, 2028.
Special Provisions language regarding Executive Order N-6-22 has been added.

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.


Applicant: County of Mono

By 

Title Director of Public Works
Applicant's Authorized Representative as shown in Resolution

Date December 12, 2023

STATE DEPARTMENT OF PARKS AND RECREATION

By 
Date 12/20/2023

**CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)**

| | | | | | |
|--|--|---|---|-------------------------------|--|
| CONTRACT NO C9801087 | AMENDMENT NO 1 | FISCAL SUPPLIER I.D. 0000013445 | PROJECT NO 18-26-002, 18-26-003, 18-26-004, 18-26-005 | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT | FUND Drought, Water, Cln Air, Cstl Protc, Outdoor Fund | | | | |
| PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT \$400,000 | ITEM 3790-101-6088 | CHAPTER 29 | STATUTE 18 | FISCAL YEAR 2023/24 | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$400,000 | Reporting Structured 37900091 | Account/Alt Account 5432000- 5432000000 | ACTIVITY CODE 69806 | PROJECT/WORK PHASE | |

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and County of Mono (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$400,000, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and

any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

SIGNATURES


County of Mono
GRANTEE

By: 
Signature of Authorized Representative

Title: Paul Roten, Director of Public Works

Date: December 19, 2023

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: 
7009862C771F404...

Date: 12/20/2023

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Lydia Willett

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, the County of Mono, California (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for repair existing sports court and which might include various park improvements at Bridgeport on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-26-003 , (hereinafter referred to as "Grant") for repair existing sports court and which might include various park improvements at Bridgeport on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner: _____

Owner: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A
Legal Description

LEGAL DESCRIPTION OF BRIDGEPORT PARK

Vol 180 page 218

Res 75-5, Vol 180 page 279

A Parcel of land in the town of Bridgeport, County of Mono, State of California, as shown on a map recorded in Book 1, Page 18 of Maps in the office of the County Recorder of said County, and More Particularly described as follows:

Beginning at the intersection of the West right of way line of School Street and the South right of way line of Emigrant Street; Thence North 89 degrees 43 minutes 33 seconds West along the South right of way line of Emigrant Street, 232 feet, more or less, to North 89 degrees 43 minutes 33 seconds West, 50.00 feet; thence North 0 degrees 15 minutes 33 seconds West 100.00 feet; thence South 89 degrees 43 minutes 33 seconds East, 5.00 feet along the South right of way line of Emigrant Street to the point of beginning.

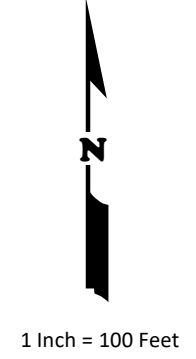
EXHIBIT A - 1

POR. SEC.28,29,32,33 T.5N., R.25E., M.D.B. & M.
BRIDGEPORT NORTH

Tax Rate Area
51-07

08-09

DEED RESTRICTED
PORTION OF APN
008-093-033-000



P.M.32-37, M.B.3-39 (008-091-037 THRU 042)
 P.M.32-33, M.B.2-94 (008-091-035 THRU 036)
 M.B.1-18, BRIDGEPORT
 P.M.32-49, M.B.4-104 (008-091-043 THRU 044)

LLA06-05, 08-1566 (008-091-045 THRU 048)
 LM19-001-MC DOC#2019001537 (008-090-049)

Note: This map is prepared for the use of the Mono County Assessor, for assessment purposes only. It does not necessarily represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data drawn hereon.

| | | |
|------------------------------|---------------|--------------------|
| Revised By: S. Robison | Created: 1991 | Revised: 5/20/2019 |
| Mono County Cadastral Mapper | | |

UNINCORPORATED AREA
Book 08, Page 09
 County of Mono, California
 Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.
 Assessor's Condo Parcel Numbers Shown in 3 Digits.
 Assessor's PUD Parcel Numbers Shown in 2 Digits.

1
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RESOLUTION NO. 75-5

RESOLUTION OF ACCEPTANCE OF PROPERTY

WHEREAS, there is a Grant Deed dated January 6, 1975, executed by Kenneth O. and Carolyn Strosnider wherein they, and both of them grant to the County of Mono all their title and interest in that certain parcel of land in the County of Mono, State of California, recorded in Book 1, Page 18 of Maps in the Office of the County Recorder of said County, and

WHEREAS, the County of Mono wishes to accept said Deed from Kenneth O. and Carolyn Strosnider.

NOW, THEREFORE, BE IT RESOLVED that the County of Mono does hereby accept from Kenneth O. and Carolyn Strosnider the property as described in the Grant Deed dated January 6, 1975, and executed by Kenneth O. and Carolyn Strosnider.

DATED: January 14, 1975

ATTEST: Ann M. Webb
County Clerk

Eugene J. Hanson
Eugene J. Hanson, Chairman
Board of Supervisors
County of Mono

By Dayme S. Payne
Principal Clerk

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest January 15 1975
ANN M. WEBB, County Clerk and Clerk of the Superior Court,
of the State of California, in and for the County of Mono

By Dayme S. Payne Deputy

RECORDING REQUESTED BY

BOARD OF SUPERVISORS

AND WHEN RECORDING SENT TO

CLERK'S OFFICE

Bridgeport Park

08-093-

3152

VOL. 180 278

RECORDED AT REQUEST OF
Board of Supervisors
AT 30 MIN PAST 3P
VOL. 180 OFFICIAL RECORDS, PG. 278
JAN 15 1975
MONO COUNTY, CALIFORNIA

Ann M. Hall

NO FEE

COMPARED
INDEXED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 6.60
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES EXISTING AT TIME OF SALE.
Signature of Declarant or Agent determining tax. Firm Name

Grant Deed

FD-600 (CA) (1-70)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, \$6,000.00

KENNETH O. STROSNIDER, AND CAROLYN STROSNIDER, his wife

hereby GRANT(S) to

COUNTY OF MONO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

the following described real property in the TOWN OF BRIDGEPORT
County of MONO, State of California:

A parcel of land in the town of Bridgeport, County of Mono, State of California, as shown on the Map recorded in Book 1, Page 18 of Maps in the office of the County Recorder of said County, and more particularly described as follows:

Beginning at the intersection of the West right of way line of School Street and the South right of way line of Emigrant Street; thence North 89° 43' 33" West along the South right of way line of Emigrant Street, 232 feet, more or less, to the true point of beginning; thence South 0° 15' 33" East, 100.00 feet; thence North 89° 43' 33" West, 50.00 feet; thence North 0° 15' 33" West 100.00 feet; thence South 89° 43' 33" East, 50.00 feet along the South right of way line of Emigrant Street to the point of beginning.

Dated January 6, 1975

Kenneth O. Strosnider
Carolyn Strosnider

STATE OF CALIFORNIA } ss.
COUNTY OF Mono

On January 6, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth O. Strosnider & Carolyn Strosnider

known to me to be the person whose name subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and official seal.

Signature Bonnie J. Symmonds
Name (Typed or Printed) Bonnie J. Symmonds



Title Order No.

Escrow or Loan No.

Exhibit B
Contract

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE County of Mono

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

County of Mono, Community Dev

By *Tony Dublino* Grantee
2D37929938144E7
(Signature of Authorized Representative)

Title Director of Public Works
Date 2/14/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By *Cristelle Fazeli*
7009862C771E404...
Date 2/14/2022

CERTIFICATION OF FUNDING
(For State Use Only)

| | | | | | |
|--|-----------------------------------|--|------------------------|------------------------|--|
| CONTRACT NO C9801087 | AMENDMENT NO | FISCAL SUPPLIER I.D. 0000013445 | | | PROJECT NO. 18-26-002, 18-26-003, 18-26-004, 18-26-005 |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$400,000.00 | | FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT | ITEM 3790-101-6088 | CHAPTER 29 | STATUTE 18 | FISCAL YEAR 2021/22 | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ \$400,000.00 | Reporting Structured. 37900091 | Account/Alt Account. 5432000-5432000000 | ACTIVITY CODE 69806 | PROJECT / WORK PHASE | |

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and County of Mono (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$400,000, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Mono
GRANTEE _____

DocuSigned by:
Tony Dublino
By: _____
2D37929938144E7...
Signature of Authorized Representative

Title: Director of Public Works

Date: 2/14/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
Cristelle Fazeli
By: _____
7009862C774F404...

Date: 2/14/2022

Amendment 1
Contract Extension

**State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

AMENDMENT TO CONTRACT

Contract No. C9801087 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the County of Mono

The State and, County of Mono in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

The appropriation liquidation date has been extended to June 30, 2028.
Special Provisions language regarding Executive Order N-6-22 has been added.

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: County of Mono

By  _____

Title Director of Public Works
Applicant's Authorized Representative as shown in Resolution

Date December 12, 2023

STATE DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

By 

7009862C771F404...

Date 12/20/2023

**CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)**

| | | | | | |
|--|--|---|---|-------------------------------|--|
| CONTRACT NO C9801087 | AMENDMENT NO 1 | FISCAL SUPPLIER I.D. 0000013445 | PROJECT NO 18-26-002, 18-26-003, 18-26-004, 18-26-005 | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT | FUND Drought, Water, Cln Air, Cstl Protc, Outdoor Fund | | | | |
| PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT \$400,000 | ITEM 3790-101-6088 | CHAPTER 29 | STATUTE 18 | FISCAL YEAR 2023/24 | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$400,000 | Reporting Structured 37900091 | Account/Alt Account 5432000- 5432000000 | ACTIVITY CODE 69806 | PROJECT/WORK PHASE | |

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and County of Mono (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$400,000, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and

any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

SIGNATURES


County of Mono
GRANTEE

By: 
Signature of Authorized Representative

Title: Paul Roten, Director of Public Works

Date: December 19, 2023

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: 
7009862C771F404...

Date: 12/20/2023



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: Public Works - Recreation

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Marcella Rose, Sustainable
Recreation Coordinator

SUBJECT Recreation Overall Work Plan Fiscal
Year 2024-25

AGENDA DESCRIPTION:

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

Presentation by Marcella Rose, Sustainable Recreation Coordinator for Mono County Recreation, regarding the Overall Work Plan for Fiscal Year (FY) 2024-25.

RECOMMENDED ACTION:

Approve the Overall Work Plan for the Recreation Division for FY 2024-25, as presented or amended. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Marcella Rose

PHONE/EMAIL: 760-616-4953 / mrose@mono.ca.gov

SEND COPIES TO:

Marcella Rose, Paul Roten

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| <p>Click to download</p> <p> Staff Report - Recreation Division OWP</p> <p> Recreation Overall Work Plan FY24/25</p> |
|---|

History

| Time | Who | Approval |
|-------------------|----------------|----------|
| 5/29/2024 4:23 PM | County Counsel | Yes |

5/29/2024 1:45 PM

Finance

Yes

5/30/2024 10:31 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 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: May 17, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Marcella Rose, Sustainable Recreation Coordinator
Re: Recreation Overall Work Plan Approval for FY 24/25

History:

The Mono County Sustainable Outdoors and Recreation, otherwise known as MCSOAR, or the Recreation division, is a division of Mono County Public Works. The purpose of MCSOAR is to enhance and facilitate recreation within Mono County for the benefit of locals, visitors, economic development, and preservation of our beautiful home. MCSOAR achieves this through partnership with other County departments, public land agencies, and non-profits. MCSOAR is a discretionary program, being that recreation management and collaboration are not mandated government services. That said, County contribution to outdoor recreation programming is a service of significant public, political, and economic demand, hence the region-wide interest in the creation and on-going operation of this division. Due to the discretionary nature of MCSOAR, it is largely a board-driven program, with the Board of Supervisors making decisions on what the division focus is, collaboration parameters, what grants to pursue, and how funding is spent on projects.

Discussion:

Presented to the Board for approval is the proposed Overall Work Plan for the Recreation division for FY 24-25. The Overall Work Plan dictates division oversight, collaboration, and projects that will occur from July 1, 2024 through June 30th, 2025.

If you have questions regarding this item, please contact Marcella Rose at 760-616-4953, or mrose@mono.ca.gov

Respectfully submitted,

Marcella Rose, Sustainable Recreation Coordinator

Mono County
Sustainable Outdoors & Recreation

Overall Work Plan

FY 24/25

July 1, 2024 – June 30, 2025



Adopted:

Introduction

Mono County Sustainable Outdoors and Recreation division, aka MCSOAR, focuses on the enhancement, maintenance, and co-management of outdoor recreation throughout the County. Outdoor recreation is a primary economic driver for Mono County. Tourists and locals spend time and money in Mono County to experience the world-class recreation opportunities we have, whether it be hiking, backpacking, front country vehicle use, skiing, snowboarding, mountaineering, rock climbing, or other activities. The Mono County division of Sustainable Outdoors and Recreation, or MCSOAR, was created in part due to the large role recreation plays in the local economy, and also as a result of significant deferred maintenance issues on surrounding public lands including those of the Forest Service, Bureau of Land Management, Los Angeles Department of Water and Power, CA State Parks, and other agencies. MCSOAR helps land managers manage recreation sites, address the deferred maintenance issues, and enhances the recreation experience that in part defines our local economy throughout Mono County. The work plan proposed below defines the work that the MCSOAR division will focus on for FY 24/25.

Geographical Scope

Mono County is a rural county located on the eastern side of the Sierra Nevada mountains. The county has an area of 3,049 square miles and a total population of 13,195 (2020 US Census). The county's one incorporated area, the Town of Mammoth Lakes (TOML), contains approximately 55% of the county population.

Approximately 94% of Mono County is public land administered by the U.S. Forest Service (USFS), the Bureau of Land Management (BLM), the State of California, and the Los Angeles Department of Power and Water (LADWP). The scenic and recreational attributes of this public land help support tourism and recreation as the major industry in the county. Approximately 80% of all employment is directly, or indirectly, associated with this industry. Annually, more than 6 million visitor-days of use occur on public lands in Mono County. Most of these visitors travel to and through the county on the state highway system. Major attractions include Mammoth and June Mountain ski areas, Yosemite National Park, Mono Lake, Devils Postpile National Monument, Bodie State Historic Park, and the many lakes, streams, and backcountry attractions accessed through Mono County communities.

Communities in the unincorporated area of the county are dispersed throughout the region, primarily along US Highways 395 and 6. Communities along US 395 include Topaz, Coleville, Walker, Bridgeport, Mono City, Lee Vining, and the Crowley communities of Long Valley, McGee Creek, Crowley Lake, Aspen Springs, and Sunny Slopes. The community of June Lake is located along State Route (SR) 158. The Town of Mammoth Lakes is located on SR 203. The communities of Chalfant, Hammil Valley, and Benton are located on SR 6. The community of Oasis is located on SR 266/168 in the southeastern portion of the county. The communities are generally small, rural in character, and oriented primarily to serving recreational and tourist traffic. Walker, Topaz, Coleville, Bridgeport, and Lee Vining share US 395 as their main street for commerce and community activities. SR 158 serves as the main street for June Lake. SR 203 is the Town of Mammoth Lakes' main street. Highway 6 serves as a main street for Benton and Chalfant.

Program Overview

In a special joint meeting on July 18, 2017, the Mono County Board of Supervisors and Town of Mammoth Lakes (TOML) Town Council recommended the appointment of a Recreation Task Force to address the need to invest in recreation, including recreation on public lands, and develop programs and capacity to enhance outdoor recreation opportunities and infrastructure on a regional scale throughout Mono County. A result of this task force was the creation of the Sustainable Recreation Coordinator position and several cooperative agreements with land managers within Mono County including the Inyo National Forest, Humboldt-Toiyabe National Forest, Bureau of Land Management, and others. The Sustainable Recreation Coordinator position was originally jointly funded by Mono County and TOML, however in 2020 the County fully absorbed this position. This split created the Recreation division, which is housed within the Public Works department.

Division Funding & Management

The division is funded by the Geothermal Fund, which comes from royalties of local geothermal revenues. This fund is volatile, ranging from a low revenue year of less than \$60,000, to a recent high of over \$200,000 in a single year. Average geothermal contributions are about \$130,000 per year, which allows the County to employ the Sustainable Recreation Coordinator, Trail Steward staff, and pay for equipment and materials for work projects. The geothermal fund allows for the leveraging of the Sustainable Recreation Coordinator, which results in productive relationships with local land managers, volunteer programming and events, pursuit of additional division funds, and results in on-the-ground results that illustrate Mono County’s commitment to enhancing local recreation. In recent years, MCSOAR applied for several grants to help fund outdoor recreation projects, and currently boasts over \$500,000 in grant funding:

| | | |
|--|-----------------------|--|
| Geothermal Fund | ~\$130,000/yr | “Undertaking projects for the enhancement, restoration, or preservation of natural resources, including but not limited to, water development, water quality improvement, fisheries enhancement, and park and recreation facilities and areas” |
| Grant Source | Funding Amount | Purpose |
| State of CA (3 years) | \$322,157 | Restoration of unauthorized front country vehicle routes; improvement of front country recreation map products |
| Sierra Nevada Conservancy (3 years) | \$150,000 | Management of dispersed camping; restoration of unauthorized dispersed camping sites |
| BLM Wildlife Grant (~5 years) | <\$86,000 | Preservation of natural, open-space landscapes; Improvement of wildlife habitat adjacent to recreation areas |
| | | |

MCSOAR is a discretionary program, being that recreation management and collaboration are not mandated government services. That said, County contribution to outdoor recreation programming is a service of significant public, political, and economic demand, hence the region-wide interest in the creation of this division. Due to the discretionary nature of MCSOAR, it is largely a board-driven program, with the Board of Supervisors making decisions on what the division focus is, collaboration parameters, what grants to pursue, and how funding is spent on projects.

Division Staffing

Today the division employs five staff. The Sustainable Recreation Coordinator currently oversees the division and performs integral administrative functions while seasonally supervising field staff. During approximately April to September, the division is joined by two permanent seasonal Trail Stewards and one temporary seasonal Trail Steward, which perform field labor to enhance recreation sites. In April 2024, the division was able to hire a Grant Project Coordinator, which is a temporary position, funded by the grants mentioned above, to assist the Sustainable Recreation Coordinator with grant administration for the length of the grants.

Division Tasks

Primary duties of MCSOAR staff are largely physical and social tasks. Trail assessment and trail maintenance are a focus of the division, helping to assess trails and trail infrastructure for damage and assistance in the repair of reported damages. As defined by Mono County in the Trails Plan (Appendix G of the General Plan), trails serve two purposes: “Recreational experience for those who travel along them, and as links between different areas of the County”. Expanding on this definition, the trails plan further states:

“Trails in Mono County, with its many recreational resources, include wilderness trails used by hikers and equestrian users, dirt roads used by off-highway vehicles and equestrian users, signed trails for Nordic skiing and snowmobile use, scenic byways used as sightseeing trails, hiking trails at developed recreation sites, and roadways used by both mountain bikers and touring bicyclists.”

Thus, trail assessment could mean the hiking, biking, or driving of various trail systems to assess for damage or for other administrative purposes, such as analyzing accuracy of system map products. Common trail maintenance tasks that the division can assist with include (but are not limited to) **signage improvements or installation** (including signs for wayfinding, restrictions, and informational kiosks); **repair of trail tread** (in slope and out slope adjustments), **installation of trail features** (such as check dams, rolling contours, puncheons, water bars, retaining walls, and more); **brushing and bucking** (by chainsaw, hand saw or crosscut saw) to maintain required trail corridor dimensions; **installation or repair of restrictive features** (log or rock armoring, gates, pinch points, etc.).

In addition to trail work, MCSOAR aims to enhance recreation experiences, many of which occur off trail at locations such as day use sites, trailheads, front country portals, recreation parking areas, overlooks, campgrounds, and other recreation sites. Many of these sites may require similar tasks to trail maintenance, such as **site delineation** (with or without gates or armoring), **repairs to infrastructure** (picnic tables, benches, signage, etc.), **installation of messaging content, deployment and/or maintenance of temporary infrastructure to assist with waste management** (dumpsters, porto-potties, “potty palaces”, etc.), **design and installation of interpretive information**, and more. Aligned with both trail and recreation site management include **restoration projects**, in which areas with undesirable recreation activity or impact are controlled and restored to a natural state with the goal of site preservation and minimizing resource damage.

Social job duties are primarily associated with education and interpretive tasks. Job duties related to this may include: **Development of recreation messaging content** (such as campaigns that speak to responsible recreation, Camp Like A Pro, Leave No Trace, Keep Me Wild, etc.); **collaboration** with local tribes and entities to **develop interpretive content; distribution and installation of educational / interpretive content; site roving** (staffing at popular recreation areas to go around and engage visitors); **site monitoring and data**

collection (to complement or trigger site improvements/management or restoration projects); **organization of volunteer programming and events** (such as citizen stewardship programming, trail work days, clean up days, etc.).

The Sustainable Recreation Coordinator has tasks that are not typically shared with Trail Steward staff, mostly administrative in nature. These tasks include **division administration** (such as budget management, development of division policy and procedure, county/departmental wide reporting, supervisory tasks); **partner collaboration** (such as establishing and fostering relationships with recreation partner agencies, creation and maintenance of partner agreements, planning seasonal program of work, etc.); **participation in regional recreation management projects and discussions** (such as local and statewide recreation initiatives; participation in discussions related to region-wide recreation issues, etc.); and **grant administration and management**, with the help of the Grant Projects Coordinator.

Overall Work Plan (OWP)

Activities to be performed July 1, 2024 – June 30, 2025

Grant Projects

- **Administer the CA State Parks OHV Restoration grant** (partner effort with Inyo NF, Humboldt Toiyabe NF, BLM throughout Mono County)
 - Ground truthing of front country vehicle route networks
 - § Data collection / proposed corrections for mapping products
 - Delineation of legal front country vehicle routes; installation of restrictive features at unauthorized routes, pullouts and campsites
 - § Delineation by armoring, gates; education and enforcement supported by design and installation of signage
 - Front country recreation management discussions; development of educational / enforcement content
 - Restoration of highly undesirable unauthorized routes
 - Project Sites (including but not limited to):
 - § Buckeye area, Leavitt Lake, Grant Lake, Glass Creek, Long Valley
 - Other remaining tasks as outlined in the grant agreement
- **Administer the Sierra Nevada Conservancy Dispersed Camping Grant** (partner effort with Inyo NF, Humboldt-Toiyabe NF, BLM throughout Mono County)
 - Inventory of undesirable or unauthorized dispersed camp sites
 - § Discussions with partners on desired dispersed camping management techniques and plans
 - Management improvements of dispersed camping areas
 - § Restoration of undesirable camp sites
 - § Implementation of varying management techniques, such as designated dispersed camping sites, for fee/permitted dispersed camping sites, etc.
 - § Supported by various signage
 - Construction and installation of kiosks/signs
 - Installation of Camp Like a Pro / recreate responsibly messaging content

- § Installation of temporary infrastructure to control waste associated with dispersed camping
 - Construction of “potty palaces” – structures designed to beautify and structurally protect and reinforce porta-potties to gain longevity out of deployment
 - Expansion of Camp Like a Pro Campaign
 - § Geographic and content expansion
 - Partner with Alpine County to expand CLaP northward in the region
 - Partner with White Bark Institute to expand CLaP messaging to target wildfire risk through promotion of campfire safety
 - Management discussions of CLaP campaign
 - Map and app updates
 - Distribution and installation of CLaP materials
 - Project sites (including but not limited to):
 - § Leavitt Lake, Buckeye area, Travertine, Grant Lake, Glass Creek, Owens River Road, Long Valley area
 - Other remaining tasks as outlined in the grant agreement.
- **Administration of the BLM Wildlife Grant** (Partnership with BLM Bishop Field Office)
 - Projects with a nexus between recreation and wildlife, mostly consisting of recreation site improvements, restoration and monitoring that thereby improve adjacent wildlife habitat on BLM lands. Includes monitoring of sensitive species (sage grouse, etc.).
 - Project Sites:
 - § Travertine Hot Springs, Long Valley, Wild Willies Hot Springs
- **Support – Legacy Trails Grant - 20 Lakes Basin User Trail Restoration** (Partnership with Inyo NF, Friends of the Inyo, June Lake Trails Committee; *Note: Mono County is not the applicant /awardee for this grant)
 - Assist with trail assessment and inventorying in 20 Lakes Basin area; identify unauthorized use trails; perform restoration to unauthorized use trails. Restoration of Yosemite Toad habitat.
- **Support – CA Product Stewardship Council Refillable Propane Canister grant**
 - This grant was previously administered by the Mono County Solid Waste division and is currently administered by the Director and Assistant Director of Public Works. MCSOAR supports this grant by assisting with public outreach and distribution of the canisters.

Field Projects

To take place in partnership on public lands, including (but not limited to) those managed by the National Forest, Bureau of Land Management, National Park Service, CA State Parks, Los Angeles Dept. of Water and Power, Mono County, and other recreation/conservation entities.

- Trail / recreation site assessment
 - Front country, wilderness, and backcountry
- Trail / recreation site maintenance (including but not limited to)
 - Front country, wilderness, and backcountry
 - Installation / repair of signage
 - Brushing / Rocking
 - Bucking / Felling
 - Installation / maintenance of drainage or erosion features
 - Armoring (gates, logs, rocks, etc.)
 - Restoration and Naturalization
- Trail building / trail realignment projects
- Recreation site management
 - Monitoring and cleaning of recreation sites
- Expansion of Tangle Free Waters (TFW) program throughout County
 - Installation and maintenance of TFW tubes
- Expansion of Adopt a Trail (AAT) program throughout County
 - Installation and maintenance of AAT signs
- Site Roving / Visitor Information
 - Presence at recreation sites
 - Interpretive programming and presentations
- Don't Feed the Wildlife campaign
 - Visitor education
 - Distribution of materials
- Mountain Gate Park
 - Field Projects TBD for FY24/25
 - Enhancement of signage materials
- Support for Lundy Campground
 - Roving, maintenance
- Stewardship / Volunteer events
 - Mountain Gate Park Clean Up Day
 - National Public Lands Day (TBD)
 - Travertine Clean Up Day (TBD)
 - Lee Vining Creek Trail Day (2024)
 - June Lake Trails Day (2024)
 - More events to be proposed and planned...

- Conway and Mattley Ranch projects, including trail and interpretive programming development

Division Administration

- Maintenance and adjustment of division budget
 - ATRs
 - Grant reimbursements
 - Exploration of additional funding / grant applications
- Development of County documents (including but not limited to):
 - Public Works Capital Improvement Projects (CIPs)
 - Local Transportation Committee Overall Work Program (OWP)
- Development / maintenance of divisional documents
 - Safety procedures / requirements
 - Certification of staff
 - Training schedules and content
 - Supervisory materials
 - § Payroll
 - § Hiring / termination documentation
 - § Employee performance evaluations
 - Inventory of equipment / tools
- Collaboration and planning
 - Attendance to County meetings
 - § Local Transportation Committee, as appropriate
 - § Planning Commission meetings, as appropriate
 - § Economic Development and Tourism meetings, as appropriate
 - Attendance to local forums to engage with public
 - § RPACs (Regional Planning Advisory Committees)
 - § CSAs (Community Service Areas)
 - § CACs (Community Advisory Councils)
 - § Local Recreation Meeting
 - June Lake Trails Committee; Mono Basin Partners Meeting
 - Support Solid Waste division in the administration of Conway and Mattley Ranch projects, including trail and interpretive programming development and assisting with field projects as necessary.

Partnership administration

- Review, renewal, and creation of partner agreements
 - Humbolt-Toiyabe National Forest
 - Inyo National Forest
 - Bureau Of Land Management
 - Town of Mammoth Lakes

- § As Needed Trail Crew Contract
 - National Park Service
 - CA State Parks
 - LADWP
 - MLTPA
 - § Contract for recreation-management related services; grant services
 - § RFQ for Contracted Services in anticipation of MLTPA contract expiration
- Tangle Free Waters / Adopt a Trail program
 - Volunteer coordination
 - Sponsor / volunteer recruitment
- Inyo National Forest Over Snow Vehicle (OSV) designation process
 - Provide data, contribute to discussion as appropriate.
- Board member – Yosemite Area Regional Transportation System (YARTS) Authority Advisory Committee (AAC)
- Development of Bridgeport Winter Trail System
 - Trail design / alignment
- Trail design / site design / trail realignment projects
 - Conceptual discussions
 - Mapping of potential locations
 - Planning documents associated with trail / site design
- Eastern Sierra and Mammoth Unified School Districts
 - Collaboration for recreation projects



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: County Counsel

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Christopher Beck, County Counsel

SUBJECT Agreement Regarding Terms and Conditions of Employment for Assistant County Counsel

AGENDA DESCRIPTION:

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

Proposed resolution approving the terms and conditions of employment of Emily R. Fox as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve proposed Resolution, Approving the terms and conditions of employment with Emily R. Fox as Assistant County Counsel, 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 \$14,212, of which \$10,732 is salary and \$3,481 is benefits. The total cost of salary and benefits for an entire fiscal year is \$199,520, of which \$150,654 is salary and \$48,865 is benefits. This is included in the Department's FY 2023-24 adopted budget and FY 2024-25 requested budget.

CONTACT NAME: Christopher Beck

PHONE/EMAIL: 760-924-1700 / cbeck@mono.ca.gov

SEND COPIES TO:

Emily Fox

Chris Beck

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|------------------------------|
| Click to download |
| Staff Report |
| Resolution |

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/20/2024 3:46 PM | County Counsel | Yes |
| 5/29/2024 2:38 PM | Finance | Yes |
| 5/30/2024 9:44 AM | County Administrative Office | Yes |

County Counsel
Christopher L. Beck

Deputy County Counsel
Emily R. Fox
Jeff Hughes

Temporary Staff Attorney
Anne L. Frievalt

**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: Christopher Beck

Date: June 4, 2024

Re: Employment Agreement with Emily R. Fox

Recommended Action

Adopt Resolution #R24-____, approving a contract with Emily R. Fox as Assistant County Counsel and prescribing the compensation, appointment, terms and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Discussion

Ms. Fox is currently Deputy County Counsel III and has been with the County Counsel office since April 2021. In those three years, she has demonstrated her skill and ability as an attorney, taking on various projects, and advising multiple departments within the County. As the quantity and breadth of her work increases, it is appropriate that she move into the Assistant County Counsel role.

We are very pleased to offer this promotion to Ms. Fox and look forward to many more years of service in the office of the Mono County Counsel.



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF EMILY R. FOX**

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 Agreement Regarding Terms and Conditions of Employment of Emily R. Fox, 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 Emily R. Fox. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 4th day of June, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF EMILY R. FOX
AS ASSISTANT COUNTY COUNSEL FOR MONO COUNTY**

This Agreement is entered into by and between Emily R. Fox and the County of Mono (hereinafter “County”).

I. RECITALS

Emily R. Fox (hereinafter “Ms. Fox”) is currently employed by County as its Deputy County Counsel III. The County wishes to continue to employ Ms. Fox as its Assistant County Counsel in accordance with the terms and conditions set forth in this Agreement. Ms. Fox wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence June 4, 2024 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Fox shall continue to be employed by Mono County as its Assistant County Counsel, serving at the will and pleasure of the County Counsel. Ms. Fox accepts such continued employment. The County Counsel shall be deemed the “appointing authority” for all purposes with respect to Ms. Fox’s employment. The County Counsel and Ms. Fox will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Fox’s work. Ms. Fox’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the County Counsel in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, 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. Fox’s salary shall be Range 122, Step A as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads”, most recently updated by the Mono County Board of Supervisors on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Salary Matrix*”) and shall be modified as provided in the then-applicable Management Compensation Policy and Salary Matrix.
4. Ms. Fox 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. Fox shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees,” updated most recently by the Mono County Board of Supervisors on April 2, 2024, 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. Fox 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. Fox’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Fox 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. Fox’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. Fox’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 Counsel.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Fox 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. Fox’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Fox 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. Fox 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. Fox’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. Fox’s employment, the County Counsel may terminate Ms. Fox’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. Fox 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 his or her discretion, take during Ms. Fox’s employment.
10. In the event of a termination without cause under paragraph 9, Ms. Fox 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. Fox shall not be entitled to any severance pay in the event that the County Counsel 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. Fox 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. Fox 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. Fox 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. Fox and shall supersede and replace any and all prior agreements or understandings regarding Ms. Fox’s employment.
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. Fox’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. Fox’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. Fox 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. Fox is convicted of a crime involving abuse of office or position.

14. Ms. Fox acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Fox 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, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION:

This Agreement is executed by the parties this 4th day of June, 2024.

EMPLOYEE

THE COUNTY OF MONO

Emily R. Fox

John Peters, 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 June 4, 2024

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): Sandra Moberly, Mary Booher, Christopher Beck, Janet Dutcher, and Christine Bouchard. 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:

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

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 5/28/2024 3:44 PM | County Counsel | Yes |
| 5/16/2024 1:39 PM | Finance | Yes |
| 5/30/2024 10:12 AM | County Administrative Office | Yes |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

Departments: County Counsel

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. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: two.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 5/28/2024 3:42 PM | County Counsel | Yes |
| 5/29/2024 1:39 PM | Finance | Yes |
| 5/30/2024 10:12 AM | County Administrative Office | Yes |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 4, 2024

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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| 5/28/2024 3:44 PM | County Counsel | Yes |
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| 5/30/2024 10:13 AM | County Administrative Office | Yes |