



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting September 5, 2017

TELECONFERENCE LOCATIONS:

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

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. RECOGNITIONS

A. Resolution of Appreciation for Rick Williams

Departments: Clerk of the Board

(Supervisor Fred Stump) - Proposed resolution honoring Rick Williams for his contributions and service to the citizens of Mono County.

Recommended Action: Adopt proposed resolution honoring Rick Williams for his contributions and service to the citizens of Mono County.

Fiscal Impact:

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on August 15, 2017.

B. Board Minutes

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on August 8, 2017.

C. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on August 15, 2017.

D. 2017-18 Property Tax Rates

Departments: Finance

Proposed resolution establishing the 2017-18 tax rates on the secured roll.

Recommended Action: Adopt proposed resolution R17-____, establishing the

2017-18 tax rates on the secured roll. Provide any desired direction to staff.

Fiscal Impact: None. Allows for the collection of voter approved debt.

E. 2017-18 Appropriations Limit

Departments: Finance

Proposed resolution establishing the 2017-18 Appropriations Limit.

Recommended Action: Adopt proposed resolution #R17-____, establishing the 2017-18 Appropriations Limit and making other necessary determinations for the County and for those special districts governed by the Board of Supervisors that are required to establish appropriation limits. Provide any desired direction to staff.

Fiscal Impact: None.

F. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 7/31/2017.

Recommended Action: Approve the Treasury Transaction Report for the month ending 7/31/2017.

Fiscal Impact: None

G. WIC Budget Amendment

Departments: Public Health

Proposed Standard Agreement Amendment with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program pertaining to Contract #15-10093 A02.

Recommended Action: Approve County entry into proposed contract amendment and authorize Board Chair, Stacy Corless, to execute said contract on behalf of the County.

Fiscal Impact: There will be no fiscal impact to the General Fund. Mono County WIC Program has a budget of \$277,451.00 for Year 2 (October 1st, 2016 to September 30th, 2017). At this time there is no change to the budget amount, only line item changes.

H. CALPERS DSA Contract Amendment Ordinance - Adoption

Departments: Finance

Proposed ordinance No. ORD17-_____, An Ordinance of the Board of Supervisors, County of Mono, Authorizing an Amendment to the Contract Between the Board of Supervisors, County of Mono, and the Board of Administration of the California Public Employees Retirement System.

Recommended Action: Adopt proposed ordinance No. ORD17-_____, An Ordinance of the Board of Supervisors, County of Mono, Authorizing an Amendment to the Contract Between the Board of Supervisors, County of Mono, and the Board of Administration of the California Public Employees Retirement System.

Fiscal Impact: The changes to be implemented by the proposed amendment were approved by the Board in April when the County entered into a new Memorandum of Understanding (MOU) with the Deputy Sheriff's Association. The changes increase take-home pay for the deputies and increase County costs by four percent (4%) of PERSable wages. The cost only impacts the County's general fund and has been included in the Sheriff's department's requested budget for FY 2017-2018.

I. Intermittent Road Closures for the Eastern Sierra ATV Jamboree

Departments: Public Works - Road

Proposed Resolution Authorizing the Intermittent Closure of County Roads in the Bridgeport and Antelope Valley Areas for the 2017 Eastern Sierra ATV & UTV Jamboree.

Recommended Action: Consider and potentially adopt Resolution No. R17-_____, A Resolution of the Mono County Board of Supervisors Authorizing Intermittent Closure of County Roads in the Bridgeport and Antelope Valley areas for the 2017 Eastern Sierra ATV & UTV Jamboree.

Fiscal Impact: Approximately \$500 or less from the Road Fund. Assistance with this event will result in fiscal impacts to the Road Fund, as personnel, equipment, and supplies from Road District 4/5 will be used to perform tasks prior to and following the 2017 Eastern Sierra ATV & UTV Jamboree.

J. Intermittent Road Closures for the Sierra Safari Special Event

Departments: Public Works - Road

Proposed Resolution Authorizing the Intermittent Closure of County Roads in the Bridgeport Area for the 2017 Sierra Safari Special Event.

Recommended Action: Consider and potentially adopt Resolution No. R17-_____, A Resolution of the Mono County Board of Supervisors Authorizing Intermittent Closure of County Roads in the Bridgeport area for the 2017 Sierra Safari.

Fiscal Impact: \$500 or less from the Road Fund. Assistance with this event will result in fiscal impacts to the Road Fund, as personnel, equipment, and supplies from Road District 4/5 will be used to perform tasks prior to and following the 2017 Sierra Safari.

K. County Access to the Association of Administrators of the Interstate

Compact on Adoption and Medical Assistance (AAICAMA) Database

Departments: Social Services

Approval of a new Memorandum of Understanding (MOU) between the California Department of Social Services and the California Department of Health Care Services and Mono County for the purpose of authorizing Mono County access to the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA) database. This proposed MOU would authorize Mono County to facilitate the transfer of information between states for establishment of medical benefits for children with adoption assistance agreements through the AAICAMA database.

Recommended Action: Approve a new MOU with the California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS) to provide Mono County with access to the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA database), and authorize the Board Chair to sign the MOU Agreement.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

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

A. Letter from White Mountain Fire Chief

Departments: Clerk of the Board

A letter to Ray McGrale, Mono County Paramedic, from Dave Doonan, White Mountain Fire Department Chief, giving thanks for help with an EMT class for White Mountain Fire.

B. BLM Letter

Departments: Clerk of the Board

Letter from the Bureau of Land Management Bishop Field Office discussing their intent to develop site specific project plans for proposed sagebrush habitat restoration units in the Bodie Hills.

7. REGULAR AGENDA - MORNING

A. Economic Development Presentation

Departments: Economic Development

30 minutes (15 minute presentation; 15 minute discussion)

(Alicia Vennos/Jeff Simpson) - Presentation by Alicia Vennos and Jeff Simpson regarding Economic Development, Tourism, Film Commission and Fisheries

initiatives, highlights and strategic directions.

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

Fiscal Impact: None.

B. Tobacco Control Policy Update and Amendments to Chapter 7.92 of the Mono County Code

Departments: Public Health

1 hour (30 minute presentation; 30 minute discussion)

(Nancy Mahannah, Sandra Pearce) - Presentation by Nancy Mahannah on Tobacco Control Policy Update and Amendments to Chapter 7.92 of the Mono County Code

Recommended Action: 1. Receive presentation on tobacco control policies and statistics as well as proposed amendments to Mono County Code (MCC) Chapter 7.92, including suggested changes to tobacco policies related to smoke-free zones, multi-unit housing, sale of flavored tobacco, and enforcement and prohibitions. 2. Following discussion of the proposed amendments to MCC Chapter 7.92, provide feedback on any additional changes and any further staff direction.

Fiscal Impact: There is no impact to the Mono County General Fund. Implementation of ordinance amendments would be funded through the Tobacco Tax and Health Protection Act of 1988 and The California Healthcare, Research and Prevention Tobacco Tax Act of 2016.

C. Review of Need for Continuation of Local Emergency - Severe Winter Storms

5 minutes

(Leslie Chapman, Ingrid Braun) - On January 31, 2017 the Mono County Sheriff declared a state of local emergency as a result of extreme winter weather. The Board of Supervisors ratified this declaration on February 7, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

Recommended Action: Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

Fiscal Impact: None.

D. Review of Need for Continuation of Local Emergency - Snowmelt and Runoff

5 minutes

(Leslie Chapman, Ingrid Braun) - On March 20, 2017 the Mono County Sheriff declared a state of local emergency as a result of continuing snowmelt and runoff from severe winter storms beginning in January 2017. The Board of Supervisors ratified this declaration on March 21, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

Recommended Action: Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

Fiscal Impact: None.

E. Emergency Road Repairs - Upper Summers Meadow Road Bridge

Departments: Public Works - Engineering

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd) - Update on Upper Summers Meadow Road emergency bridge project and finding of continued emergency.

Recommended Action: 1. Receive update on Upper Summers Meadow Road emergency bridge project. 2. As established by Public Contract Code Division 2, Part 3, Chapter 2.5 "Emergency Contracting Procedures", review the emergency action taken on August 1, 2017 and make a finding, based on substantial evidence set forth in this staff report and at the meeting, that the emergency continues to exist, and that continuation of the action to replace the washed-out bridge on that road is necessary to respond to the emergency (A 4/5 vote is required). 3. Direct the County Engineer to continue procuring the necessary equipment, services, and supplies to make emergency repairs to Upper Summers Meadow Road, without giving notice for bids to let contracts.

Fiscal Impact: The Upper Summers Meadow Road bridge at Green Creek is eligible for 75% funding via the California Disaster Assistance Act (CDAA) Program administered by Cal OES. The total cost of replacement is estimated at \$350,000. Staff proposes that the 25% local match be paid with new SB1/RMRA gas tax funds or, potentially, funds left over from the Round Fire emergency.

F. Treasury loan to White Mountain Fire Protection District in anticipation of grant funding

Departments: Finance

15 minutes (5 minute presentation; 10 minute discussion)

(Janet Dutcher, Gerald Frank) - Subject to satisfaction of specified conditions,

make a grant anticipation loan to White Mountain Fire Protection District in the amount of \$23,457.89 for the purchase of essential radio equipment. Repayment of the loan will be made from a CalFire Volunteer Fire Assistance (VFA) Grant in the amount of \$11,728.94 and matching funds contributed by the Mono County Fire Chief's Association (MCFCA) in the amount of \$11,728.95.

Recommended Action: Approve, and authorize the Finance Director to sign a Treasury Loan Agreement in the amount of \$23,457.89 to White Mountain Fire Protection District upon her receipt of evidence of delegated authority from the District for Dave Doonan, Chief, to sign the loan agreement obligating the District and a copy of the fully executed grant agreement from CalFire.

Fiscal Impact: The fiscal impact would be revenue into the Treasury Pool between \$96.77 to \$387.66, depending on when the VFA grant and MCFCA match are funded and repayment is received by the Pool.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

9. CLOSED SESSION

A. Closed Session - Human Resources

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

B. Closed Session - Exposure to Litigation

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

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Appeal by Larry and Mary Smith of Administrative Citation issued for violations on real property identified by APN No. 015-270-011, and located at 70 Leonard Ave., June Lake, CA 93529; appeal by Stephanian Living Trust of Administrative Citation

issued for violations on real property identified by APN No. 015-270-005, and located at 27 Carson View Dr., June Lake, CA 93529; appeal by Schreiber Family Trust of Administrative Citation issued for violations on real property identified by APN No. 015-270-003, and located at 184 Leonard Ave., June Lake, CA 93529.

D. Closed Session - Public Employment: Public Works Director

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

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

10. 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.)

11. REGULAR AGENDA - AFTERNOON

A. Mono County Recreation - Workshop and Recommendation of the Mono County Recreation Task Force

Departments: CAO

30 minutes (15 minute presentation; 15 minute discussion)

(Tony Dublino) - Presentation by Tony Dublino regarding recreation issues, opportunities and investments in Mono County, including recommendation to Board from the Mono County Recreation Task Force.

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

Fiscal Impact: None at this time.

B. Solid Waste Program Update

Departments: Public Works, Solid Waste Division

20 minutes (10 minute presentation; 10 minute discussion)

(Justin Nalder, Solid Waste Superintendent) - Presentation by Justin Nalder, updating the Board on the current status of significant projects within the Solid Waste Division.

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

Fiscal Impact: Pending direction from the Board, the County can anticipate incurring upwards of \$20,000 per year in lost revenue. If the programs are modified in implementation, there is the potential for reducing lost revenue to around \$8,000

per year.

12. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Clerk of the Board

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Supervisor Fred Stump

SUBJECT Resolution of Appreciation for Rick
Williams

AGENDA DESCRIPTION:

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

Proposed resolution honoring Rick Williams for his contributions and service to the citizens of Mono County.

RECOMMENDED ACTION:

Adopt proposed resolution honoring Rick Williams for his contributions and service to the citizens of Mono County.

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Rick Williams Resolution

History

Time	Who	Approval
8/30/2017 4:02 PM	County Administrative Office	Yes
8/30/2017 12:40 PM	County Counsel	Yes
8/30/2017 4:04 PM	Finance	Yes

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
IN APPRECIATION OF RICK WILLIAMS, SENIOR SERVICES SITE ATTENDANT FOR THE
MONO COUNTY DEPARTMENT OF SOCIAL SERVICES**

WHEREAS, Rick Williams served in the U.S. Army, completing two tours of duty in Vietnam as a Helicopter Crew Chief and Mechanic; and

WHEREAS, Mr. Williams joined the White Mountain Fire Department in 2005, assisting with the water tenders on numerous incidents, including two major fires near Benton in 2006 and Big Pine in 2007; and

WHEREAS, Mr. Williams became an EMT for the White Mountain Fire Department from September 2011 to September 2017, retiring as EMT captain, serving as the sole EMT for several years, and assisting in EMT training classes when needed; and

WHEREAS, Mr. Williams served as a leader in the Inyo and Mono Counties 4-H; and

WHEREAS, Mr. Williams works for the Mono County Department of Social Services in Senior Services, as a Senior Services Site Attendant delivering home meals, providing medical escorts, and assisting seniors in the Tri-Valley area with information and referrals,

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Board expresses its sincere recognition of Rick Williams, and wishes him all the best in his next pursuits.

APPROVED AND ADOPTED this 5th day of September 2017, by the Mono County Board of Supervisors.



Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve Minutes of the Regular Meeting held on August 15, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Draft Mins 08-15-17](#)

History

Time	Who	Approval
8/30/2017 3:58 PM	County Administrative Office	Yes
8/18/2017 2:34 PM	County Counsel	Yes
8/16/2017 4:47 PM	Finance	Yes



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

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

MEETING LOCATION Mammoth Lakes Suite Z, 237 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting
August 15, 2017**

Flash Drive	Portable Recorder
Minute Orders	M17-175 to M177
Resolutions	R17-67
Ordinance	ORD17-11 to ORD17-12

9:00 AM Meeting called to order by Board Chair Corless.

*Supervisors Present: Corless, Gardner, Peters, and Stump.
Supervisors Absent: Johnston.*

Supervisor Stump:

- Asked for a moment of silence for those individuals in Charlottesville, Virginia whose lives have been affected by tragedy. Added that everyone should feel safe in Mono County.

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

Pledge of Allegiance led by Supervisor Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Anne Grandy (Forest Service PIO):

- Gave brief update on status of fires.
- Supervisors discussed; thanked Forest Service for action.
- Stacy Powells (Mammoth Times) posed question.

2. RECOGNITIONS - NONE

Note:

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

3. COUNTY ADMINISTRATIVE OFFICE

Leslie Chapman, CAO:

- Met with Behavioral Health, Mammoth Unified School District, EMS Chief Bob Rooks; attended SB 844 kick-off meeting, Assemblyman Bigelow lunch meeting, biomass boiler tour.

4. DEPARTMENT/COMMISSION REPORTS

Jeff Walters:

- Received award for biomass project from Assemblyman Bigelow – thanked Don Nunn and all county staff.

Nate Greenberg:

- Radio site update; brief board discussion.

Bob Rooks:

- EMS update – Chief recruitment, current student program.

Janet Dutcher:

- Update on Jail meeting in Sacramento, discussed next steps.
- Chaired group – 11 counties for a one day seminar done once a year.

Sheriff Braun:

- Further update on radio site, formation of dispatch working group, new fire in county.

Robin Roberts:

- Update regarding Narcotics Enforcement issues: Lynda Salcido will be a new Special Project Coordinator which will help address this.

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

PULLED by Supervisor Stump

Action: Approve minutes of the regular meeting held on August 1, 2017 as corrected.

Stump moved; Gardner seconded

Vote: 4 yes; 0 no; Absent: Johnston

M17-175

Supervisor Stump:

- P. 4: Move the sentence "He abstained from that vote" from the second bullet point to the first bullet point.

Supervisor Corless:

- As an aside, she mentioned new agenda formatting.

B. No Place Like Home Technical Assistance Grant

Departments: Behavioral Health

(Robin Roberts or Amanda Greenberg) - Proposed resolution authorizing application for, and receipt of, No Place Like Home Program Technical Assistance grant funds of \$75,000 from the State of California, Department of Housing and Community Development Department. This application will be filled out by Mono County Behavioral Health staff.

Note:

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

Action: Adopt proposed resolution #R17-67, Authorizing application for, and receipt of, No Place Like Home Program Technical Assistance grant funds. Provide any desired direction to staff.

Gardner moved; Peters seconded

Vote: 4 yes; 0 no; Absent: Johnston

R17-67

C. Ordinance Amending Section 3.04.040 of the Mono County Code

Departments: CAO

(Jay Sloane) - Proposed ordinance amending section 3.04.040 of the Mono County Code pertaining to the purchase procedures for equipment and supplies.

Action: Adopt proposed ordinance, Amending Chapter 3.04 Section 3.04.040 of the Mono County Code pertaining to purchase procedures for equipment and supplies.

Gardner moved; Peters seconded

Vote: 4 yes; 0 no; Absent: Johnston

ORD17-11

D. Ordinance Temporarily Designating Roughly Graded Roads

Departments: Public Works - Road

(Jeff Walters) - The Sierra Safari is a three-day guided off-highway vehicle tour starting in Mammoth Lakes, continuing to Hawthorne Nevada, and entering the Bridgeport area and the community of Bridgeport. The event takes place on roads and trails throughout Mono County, and Mineral County in Nevada. The Eastern Sierra ATV/UTV Jamboree is a four-day off-highway vehicle event taking place in the Antelope Valley. Both events include some dirt roads that are part of Mono County's maintained mileage system.

Action: Adopt proposed ordinance designating certain unpaved county roads throughout the unincorporated area of Mono County as roughly graded roads within the meaning of Vehicle Code Section 38001 for the purpose of facilitating the short-term use of those roads for the 2017 Sierra Safari Off-Highway Vehicle Tour and the 2017 Eastern Sierra UTV / ATV Jamboree.

Gardner moved; Peters seconded

Vote: 4 yes; 0 no; Absent: Johnston

ORD17-12

E. Letter of Support for Mammoth Lakes Firesafe Council Grant Application

Departments: CAO

Letter of support for Mammoth Lakes Firesafe Council's grant application to Sierra Nevada Conservancy for Hazardous Fuels Reduction in the Mammoth Lakes basin area.

Action: Direct staff to prepare, obtain Board Chair Corless' signature and submit a letter in support of Mammoth Lakes Fire District's grant application for Hazardous Fuels Reduction in the Mammoth Lakes Basin

Note:

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

Gardner moved; Peters seconded
Vote: 4 yes; 0 no; Absent: Johnston
M17-176

6. CORRESPONDENCE RECEIVED

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

Supervisor Peters:

- Thinks it would be a good idea to have a meeting about RPACS and their purposes.

A. Letter from Tilth, LLC

Departments: Clerk of the Board

Letter from Eric Edgerton of Tilth, LLC discussing local approval of commercial cannabis.

B. Letter from Antelope Valley Fire Protection District

Departments: Clerk of the Board

Letter to Mono County CAO Leslie Chapman from the Antelope Valley Fire Protection District regarding the possibility of outsourcing dispatch / communications.

The Board acknowledged receipt of the correspondence.

7. REGULAR AGENDA - MORNING

A. Friends of the Inyo Trails Maintenance Program

Departments: Economic Development

(Wendy Schneider - Executive Director, Friends of the Inyo) - Presentation by Wendy Schneider, Executive Director of the Friends of the Inyo regarding the Mono County trails maintenance program report for summer 2017, and the expanded scope of work for summer 2018.

Action: None.

Alicia Vennos (EDD):

- Introduced Wendy Schneider

Wendy Schneider, Executive Director, Friends of the Inyo:

- Power point (previously submitted with packet); provided report.

Board Members:

- General discussion; suggestions.

Chair Corless called break: 10:12 a.m.

Reconvened: 10:24 a.m.

B. Mammoth Lakes Community Housing Action Plan

Departments: Community Development

Note:

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

(Jennifer Halferty, Mammoth Lakes Housing) - The Mammoth Lakes Community Housing Action Plan: will specify housing goals and priorities identified by the community, strategies and policies to meet the identified goals, funding mechanisms, a timeline for implementation and assign responsibilities to carry out the plan. Project website: www.housemammothlakes.com.

Action: None.

Jennifer Halferty, Executive Director, Mammoth Lakes Housing:

- Power Point (previously submitted with packet); went over goals and priorities.

Board Discussion:

- Need easily measurable and specific goals, should engage Latino community, although not all Supervisors can attend the scheduled meetings, some would like to contribute productively when time is right.

C. Mono County Housing Needs Assessment

Departments: Community Development

(Jen Garner, BBC Research and Consulting) - BBC Research and Consulting will present the study methodology, preliminary research findings and policy options resulting from the Mono County Housing Needs Assessment.

Action: None.

Jen Garner, BBC Research and Consulting:

- Power Point (previously submitted with packet) giving finding and policy options.

Board Discussion:

- Infrastructure is missing, although there are district specific visuals, for north county, it's purely seasonal. Discussed how housing equals basic quality of life,
- Asked clerk to post presentation separately and send to Board via email.

Scott Burns:

- Discussion about "tool box" – focus is action-oriented, broader policy.

D. 2017 Emergency Road Repairs – Update

Departments: Public Works

(Paul Roten) - Update on emergency road repairs.

Action: 1. Receive update on emergency repairs to low water crossing on Upper Summers Meadow Road in the Bridgeport Valley and Crowley Lake Drive near Tom's Place. 2. As established by Public Contract Code Division 2, Part 3, Chapter 2.5 "Emergency Contracting Procedures", review the emergency action taken on August 1, 2017 and make a finding, based on substantial evidence set forth in this staff report and at the meeting, that the emergency continues to exist as to Upper Summers Meadow Road, and that continuation of the action to replace the washed-out bridge on that road is necessary to respond to the emergency (A 4/5 vote is required). 3. Direct the County Engineer to continue procuring the necessary equipment, services, and supplies to make emergency repairs to Upper Summers Meadow Road, without giving notice for bids to let contracts. 4. Find that work has been completed on Crowley Lake Drive and that the conditions resulting in the emergency no longer exist.

Substitute Action: Make a finding, based on substantial evidence set forth in this staff report and at the meeting, that the emergency continues to exist as to

Note:

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

Upper Summers Meadow Road, and that continuation of the action to replace the washed-out bridge on that road is necessary to respond to the emergency (A 4/5 vote is required). Direct the County Engineer to continue procuring the necessary equipment, services, and supplies to make emergency repairs to Upper Summers Meadow Road, without giving notice for bids to let contracts. Find that work has been completed on Crowley Lake Drive and that the conditions resulting in that emergency no longer exist. Delegate authority to CAO to sign contracts relating to this emergency which might be above her signing authority.

Peters moved; Gardner seconded

Vote: 4 yes; 0 no; Absent: Johnston

M17-177

Paul Roten:

- Gave update on emergency road repairs.

Janet Dutcher:

- Gave funding correction. Recommendation: we've got \$300,000 left over in emergency fund as result of Round Fire, feels we should save SB 1 monies for other projects.

Leslie Chapman:

- All part of budget process – no one is asking you to make definite decision now on where money is coming from, just that there are choices.

Jeff Walters:

- Provided clarification on PR.

General Board Discussion

E. NACo Conference Report

Departments: Board of Supervisors

(Supervisor Corless) - Supervisors Gardner and Corless will give a report from the 2017 National Association of Counties Conference in Columbus, Ohio.

Action: None.

Supervisor Gardner:

- Gave report on their attendance at NACo conference (entire report previously submitted with packet).
- Supervisor Corless – added additional details.

General Board Discussion

Robin Roberts:

- Gave additional information.

Adjourn to Closed Session: 12:24 p.m.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION

Reconvene: 1:00 p.m.

There was nothing to report out of closed session.

Note:

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A. Closed Session--Human Resources

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

B. Closed Session - Existing Litigation

Departments: County Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Administrative citation, APN # 012-050-004: Gloria Ma.

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. Mammoth Lakes Tourism Air Service Presentation

Departments: Economic Development

(John Urdi, Executive Director, Mammoth Lakes Tourism) - Presentation by John Urdi of Mammoth Lakes Tourism regarding commercial year-round Air Service at Mammoth Yosemite Airport.

Action: None.

John Urdi, Executive Director, Mammoth Lakes Tourism:

- Prior to presentation, gave out additional air service information regarding Jet Sweet-X.
- Power Point (previously submitted with packet), gave update on air service in Mammoth Lakes over past year.

Board Discussion:

- Use of available funding, discussion of potential JPA, importance of pooling resources, market strategies.

12. BOARD MEMBER REPORTS

Supervisor Corless:

- 8/15/17 YARTS FLAP grant received, for free ridership on fee-free entrance days to the park.
- 8/8/17 NACo Public Lands Steering Committee call: federal legislative updates – Westerman forest management/fire borrowing bill stalled; possible senate forest management bill coming in Sept.; Dept. of the Interior review of sage grouse conservation program delivered to Sec. Zinke, expected that any changes will mean

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heavier emphasis on state-local coordination/consultation, not sure what this will mean for us: <https://www.doi.gov/pressreleases/secretary-interior-ryan-zinke-statement-sage-grouse-report>

- Butte Fire: Thanks to forest service staff and Chief Frievalt in Mammoth for working to improve communication/information sharing, and thanks to firefighters; residents are concerned over smoke impacts from multiple fires; she was concerned about proximity of Butte Fire to Mammoth/Reds Meadow Valley.
- 8/10: Dinner with Assemblyman Bigelow: appreciate the time he spent in Mono County.
- Eastern Sierra Council of Governments: Update from Bishop City Manager on new low-income housing project called "Silver Peak," a partnership with IMACA that involves land purchase from DWP; updates on cannabis regulation and short-term rental policy; all updates on complex issues demonstrated need for a clear way to capture what each agency's policy is, in one place.
- Behavioral Health Advisory Board: review Mental Health Services Act three year plan, public meeting on the plan 8/22 at 5:30 p.m. at the Wellness Center. The link can be found here: <http://www.monocounty.ca.gov/behavioral-health/page/public-comment-sought-mhsa-three-year-plan>.
- Shakespeare in the Woods continues, don't miss it next weekend!
- Thank you to Supervisor Peters for attending this week's RCRC board meeting this week!

Supervisor Gardner:

- Last Friday, attended a meeting of the Eastern Sierra Council of Governments (ESCOG) with Board Chair Corless. The agenda included a presentation from Bishop on a proposed housing project, an update on the Inyo-Mono Broadband Consortium, and discussion of regional cannabis activity, short term rentals, and regional economic development activities.
- On Friday and yesterday, attended meetings of the Eastern Sierra Transit Authority (ESTA) Board in Bishop. Topics included approval of a grant application for a new ESTA facility at the Bishop Airport and reviews of current operations.
- Finally, tonight at 6:00 PM, there will have another Town Hall meeting at the June Lake Community Center to hear from Southern California Edison about their current operations and plans for the Rush Creek Dam System.

Supervisor Johnston:

- Absent.

Supervisor Peters:

- Code Enforcement Burned up Apartments and Kingsley Cleanup.
- Helicopter Dipping in VL fire mitigation.
- 8th CSA #5.
- NMCC Meeting.
- 9th Fisheries Commission Meeting.
- 10th MC Rec Task Force.
- Bigelow Lunch Biomass (Don Nunn).
- Recycling Center/Thrift Store Justin Nalder.
- Visited with Jesse Hale and Tony Iniguez at AV CC regarding the new heater install
- AV CERT Team Meeting.
- 11th REC Task force strategy meeting with Supervisor Corless & Tony Dublino.
- 14th LTC meeting.
- CTC organizational meeting with Gerry LaFrancois, Brent Green, and Ryan Dermody.

Upcoming:

- 16th RCRC meeting.
- 17th Tour of Upper Owens Archelarius Ranch by Tim Alpers (with CAO Chapman).
- 18th Hospice, Bishop – Pat West with Pioneer Home Health Care (with Kathy Peterson,

Note:

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Patti Hamic-Christenson(AV).

Supervisor Stump:

- 8-9 : Telephone meeting with Bob Harrington - Inyo County Water Director - SGMA issues including the new JPA - As of that day 11 parties have conditionally joined - DWP is not one of them.
- 8-10 : Lunch and tour of biomass facility with Assemblyman Bigelow. Had an opportunity to discuss Water issues with him.
- 8-11 : Met with the Chair of the Long Valley Fire Protection District Board of Commissioners - A couple of issues she wanted to discuss.
- 8-14 : LTC - Presentation by a company contracted by Cal Trans to study truck activity on Hwys 395 and 6 - Also planning for the California Transportation Commission meeting in Mammoth September 13 and 14. - YARTS was just notified of a grant award that will allow three day a week free service into Yosemite, full details not out yet. - FLAP grant of \$24.25 million awarded to rebuild Reds Meadow/Devils Postpile Road.
- 8-14 : Planning meeting for the Haz Mat removal on the conserved property in Chalfant. If all goes well it will happen on Thursday - Thanks to Environmental Health, Social Services, and the SO for making this happen.

ADJOURNED AT 1:56 p.m.

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SHANNON KENDALL
CLERK OF THE BOARD**

Note:

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve Minutes of the Regular Meeting held on August 8, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[08 Aug 08 2017 DRAFT Minutes](#)

History

Time	Who	Approval
8/21/2017 1:15 PM	County Administrative Office	Yes
8/16/2017 3:52 PM	County Counsel	Yes
8/16/2017 4:45 PM	Finance	Yes



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

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

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

**Regular Meeting
August 8, 2017**

Flash Drive	Board Room Recorder
Minute Orders	M17-163 to M17-174
Resolutions	R17-65 to R17-66
Ordinance	ORD17-11 Not used

9:09 AM Meeting called to Order by Board Chair Corless.

*Supervisors Present: Corless, Gardner, Peters, and Stump.
Supervisors Absent: Johnston.*

*Break: 10:32 AM
Reconvene: 10:41 AM
Closed Session: 12:31 PM
Reconvene: 1:09 PM
Adjourn: 1:41 PM*

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

Pledge of Allegiance led by Supervisor Peters.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Rick McCann, Hereditary Chief, Washoe-Paiute Tribe of Antelope Valley:

- Discussion about Camp Antelope.

Jiselle Kenny, Wild Iris:

- Update on bills going through Senate appropriations: AB 557; AB 1268; AB 643.
- Supervisor Corless advised that Assemblyman Frank Bigelow will be in Mammoth, Friday August 11.

2. APPROVAL OF MINUTES

Note:

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

A. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on July 11, 2017, as corrected.

Peters moved; Gardner seconded

Vote: 4 yes; 0 no; Absent: Johnston

M17-163

Supervisor Stump:

- Page 16 of 18 under his comments, second bullet point, please insert the word "just" before Tri Valley. The end of the sentence should read, "not just the Tri Valley's."

Supervisor Corless:

- Corrected the name of Assistant CAO Tony Dublino.

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on July 18, 2017, as corrected.

Peters moved; Gardner seconded

Vote: 4 yes; 0 no; Absent: Johnston

M17-164

Supervisor Stump:

- Page 9 of 10 under his comments, first bullet point. Please change the sentence to read "The Tri Valley Water Commission will decide Wednesday what they are going to do. It is the opinion of the Wheeler Crest Community Services District that Mono County remain a separate GSA."

C. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on July 18, 2017.

Stump moved; Gardner seconded

Vote: 4 yes; 0 no; Absent: Johnston

M17-165

3. RECOGNITIONS

A. Resolution of Appreciation for David E. Cogdill, Sr

Departments: County Administrative Officer

(Supervisor John Peters) - Proposed resolution honoring David E. Cogdill, Sr.

Action: Adopt resolution of Appreciation for David E. Cogdill, Sr.

Peters moved; Stump seconded

Vote: 4 yes; 0 no; Absent: Johnston

M17-166

Supervisor Peters:

- Read resolution into the minutes, and a letter from Tim Alpers.

Note:

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

B. Pretrial, Probation & Parole Week

Departments: Probation

(Karin Humiston) - Presentation by Karin Humiston, of the Mono County Board of Supervisors regarding Pretrial, Probation & Parole Week.

Action: Approve Proclamation of the Mono County Board of Supervisors Declaring July 16-22, 2017 as Pretrial, Probation and Parole Week.

Stump moved; Gardner seconded

Vote: 4 yes; 0 no; Absent: Johnston

M17-167

Karin Humiston, Chief of Probation:

- Provided an explanation of her department's duties and accomplishments, read from a letter from Governor Brown, and read the proclamation.

4. BOARD MEMBER REPORTS

Supervisor Corless:

- 8/2: Community Corrections Partnership Meeting: executive committee voted on expenditures for jail operations and also funding for a new program in Behavioral Health to look at narcotics/opioid addiction.
- 8/4: Recreation Task Force—working to further refine recommendations to the Board, including longer term beyond budget, presentation to BOS on Sept. 5.
- Meeting with YNP Acting Superintendent Chip Jenkins discussing issues of sustainability with increased visitation/ tourism (after picking up trash at Horseshoe Lake with Supervisor Gardner!).
- 8/7 Mammoth Lakes Housing Board Meeting: voted to move ahead with purchasing back two deed-restricted units in MLH developments, using town and county revolving loan fund.
- Update on Supervisor Johnston: halfway through his treatment in Sacramento.
- Congratulations to organizers of the Crowley Chili Cookoff fundraiser for the skate park.
- Assemblyman Bigelow visit this week—opportunity for public meeting via Mammoth Lakes Chamber of Commerce Friday morning.

Supervisor Gardner:

- Attended the June Lake Citizen Advisory Committee meeting last Wednesday August 2. Numerous topics were covered, but they also managed to complete the meeting in just over an hour.
- On Thursday August 3, attended the Annual meeting of the June Lake Historical Society. Heard an interesting presentation from Bill Bramlette about the history of Benton Hot Springs.
- On Friday August 4, attended a meeting with Board Chair Corless and others, plus Yosemite Acting Superintendent Chip Jenkins. Discussed several topics of mutual interest, including increased visitation in both Yosemite and the Eastern Sierra, and agreed to meet again in the future.
- Last night in June Lake, a meeting was held on living with bears in the community. There were representatives from the state Fish and Wildlife Dept., the Mono County Sheriff's office, and the BearBusters organization from Lake Tahoe.
- Next Tuesday night, August 15 at 6:00 PM, there will be another Town Hall meeting at the Community Center to hear from Southern California Edison about their current operations and plans for the Rush Creek Dam System.

Note:

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- Last week there were four lightning-caused fires in the June Lake area. Thanked the June Lake Fire District and US Forest Service firefighters for their quick response to the fires.

Supervisor Johnston:

- Absent

Supervisor Peters:

- 2nd Fisheries and Wildlife Commission Meeting in June Lake.
- 3rd County Counsel Stacey Simon, Deputy County Counsel Anne Larsen, and Scott Burns, Cal Fire – Timber Operations Swauger Creek.
- Kathy Peterson, Karin Humiston, Dylan Whitmore, Jazmine Puga-Sosa, Walker Senior Center, Recycling and Thrift store operations.
- Northern Mono County Chamber of Commerce ATV Jamboree Strategy with Law Enforcement meeting.
- RPAC AV meeting.
- 4th Ride Along Bill Boyes, CHP, and Fesko ATV Jamboree routes.
- 4th Recreation Task Force Representatives from TOML Agency Partners including HT and Inyo Forest Supervisors.
- 7th Bridgeport Chamber.
- April Sall, Bodie Conservation partnership.
- Upcoming:
- 8th NMCC
- 8th CSA #5
- 10th Bigelow
- 16th RCRC Sacramento

Supervisor Stump:

- Attended the Mono County Fire Chiefs Association meeting last Wednesday night. The chiefs have concerns about both the status of the County's emergency radio system and with dispatching from the Sheriff's Department. Nate Greenberg gave an excellent presentation on the technical status of the system and the planned repairs. Nate shared the Delta Wireless report and admitted that there are problems due to deferred maintenance. The Sheriff's Department will be asked to attend a future meeting to discuss operational concerns. The fire chiefs may ask the county to consider adopting an additional MOU. Details still to be determined.
- Other issues worked on include the Haz Mat situation on the conserved property in Chalfant – thanked Kathy Peterson and Kerri Gibbons for their help. There are drainage maintenance in White Mountain Estates, Race Communications construction issues and an additional cannabis grow was reported by a citizen.
- Thanked Garrett Higerd for getting the contract for the Crowley Lake Drive Road repairs - work has already started.
- Truck crashed into power pole this morning in Crowley and road crew was out making repairs soon after.

5. COUNTY ADMINISTRATIVE OFFICE

Leslie Chapman:

- Provided report including information about the first payment on the jail financing, updating county job descriptions, the ATV Jamboree, the budget, and Assemblyman Bigelow.
- Supervisor Peters reported that there was a fire in Mono County, northwest of the Bridgeport Reservoir, named the Water fire.

6. DEPARTMENT/COMMISSION REPORTS

Note:

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Barry Beck, Assessor:

- Provided department update.

Sandra Pearce, Public Health Director:

- Provided department update, discussed prop 56.

Dr. Rick Johnson, Public Health Officer:

- Provided update of the reported Hanta case in Mono County.

7. 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. Resolution: Industrial Disability Retirement - Franklin Smith

Departments: Risk Management

Proposed resolution determining that Franklin Smith is eligible for industrial disability retirement.

Action: Adopt proposed resolution #R17-65, Determining that Franklin Smith is eligible for industrial disability retirement.

Gardner moved; Peters seconded

Vote: 4 yes; 0 no; Absent: Johnston

R17-65

B. Information Technology Staff Promotions beyond Step A

Departments: Information Technology

(Nate Greenberg) - Following the restructure of the Information Technology Department in October 2016, two anomalies were created in the staffing allocations. Due to limitations with the Mono County Personnel Rules, these staff members could not be promoted to anything higher than Step A. Following the Board's adoption of an update to the Personnel Rules (R17-47), Mono County Information Technology is proposing the promotion of two existing employees from Step A to steps which are consistent with the originally intended promotions in an effort to maintain parity and consistency with other staff.

Action: Authorize the promotion of existing employees Andy Liu from System Administrator, Step A to System Administrator, Step B and Joel Hickok from GIS Specialist III, Step A to GIS Specialist, Step C.

Gardner moved; Peters seconded

Vote: 4 yes; 0 no; Absent: Johnston

M17-168

C. Hiring Policy Variance Request - Mechanic II C Step

Departments: Public Works - Road

Note:

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

A Mechanic position in Bridgeport has been vacant for several months. During recruitment, a single qualified applicant was interviewed. The applicant's skills and experience warrant hiring him as a Mechanic II at a C Step.

Action: Authorize Public Works Director to work with Human Resources in hiring the applicant as a Mechanic II at a C Step.

Gardner moved; Peters seconded

Vote: 4 yes; 0 no; Absent: Johnston

M17-169

8. CORRESPONDENCE RECEIVED

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

A. Letters from Suddenlink

Departments: Clerk of the Board

Letter from Suddenlink regarding the closure of its store at 123 Commerce Drive in Mammoth Lakes, effective August 25, 2017. Letter from Altice USA providing notice of an increase in the SD/HD Non-DVR cable box rate from \$7.00 to \$10.00 for new residential Suddenlink customers.

B. Letter from Joyce Kaufman

Departments: Clerk of the Board

Letter from Joyce Kaufman regarding mail received from Vacasa, soliciting vacation homes.

C. Agricultural Commissioner's Office Department Update August 2017

Departments: Clerk of the Board

August 2017 department update from the Counties of Inyo and Mono Agricultural Commissioner's Office.

D. Letter from Wildlife Conservation Board

Departments: Clerk of the Board

Letter from Wildlife Conservation Board advising the Board that they are considering acquisition of approximately 6 acres of wildlife habitat located at Wheeler Ridge in Mono County. The proposal is scheduled to be presented at the Wildlife Conservation Board meeting on August 24, 2017.

9. REGULAR AGENDA - MORNING

A. Agenda Preparation and Minutes

Departments: Clerk of the Board

Note:

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

(Helen Nunn) - Presentation by Helen Nunn, Assistant Clerk of the Board of Supervisors, outlining the agenda and minute preparation process.

Action: None (informational only).

Helen Nunn, Assistant Clerk-Recorder:

- Went through presentation.
- Answered the Supervisors' questions, with input from Shannon Kendall, Clerk-Reporter, and Leslie Chapman, CAO.

B. Report on Annual Board Governance Workshop and Update of Board Rules of Procedures

Departments: CAO

(Leslie Chapman) - Report on Annual Board Governance Workshop and Update of Board Rules of Procedure

Action: Adopt Board Rules of Procedure, as amended.

Stump moved; Gardner seconded

Vote: 4 yes; 0 no; Absent: Johnston

M17-170

Leslie Chapman:

- Provided highlights from the Board Workshop on June 6, 2017
- Went through her staff report.
- Working with the Supervisors, amended Board Rules of Procedures to be adopted.
- Input from Shannon Kendall, Helen Nunn, and Stacey Simon.

Supervisor Corless moved items 9c, d, and e to the afternoon agenda, after item 13b.

C. Response to 2016-17 Grand Jury Report

Departments: CAO, Board of Supervisors

(Tony Dublino) - County response to 2016-17 Grand Jury Report.

Action: Approve Board of Supervisors' response to 2016-17 Mono County Grand Jury Report, as amended.

Gardner moved; Peters seconded

Vote: 4 yes; 0 no; Absent: Johnston

M17-171

Tony Dublino:

- Went through staff report and letter to the Grand Jury.
- Discussed amendments with Supervisors.

D. Authorization for Sale of Tax-Defaulted Property

Departments: Finance

(Gerald Frank) - Request for Approval to Sell Tax-Defaulted Property Subject to the Power of Sale.

Action: Adopt Proposed Resolution #R17-66, Approving the Sale of Tax-Defaulted Property Subject to the Power to Sell and authorize the Chair to sign Request to Sell Tax-Defaulted Property Subject to the Power of Sale.

Note:

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

Peters moved; Gardner seconded
Vote: 4 yes; 0 no; Absent: Johnston
R17-66

Gerald Frank, Assistant Director of Finance:

- Introduced resolution.
- Clarified ownership of the lot.

E. Conflict-of-Interest Policy for Design-Build Construction

Departments: County Counsel

(Stacey Simon) - A conflict-of-interest policy for design-build construction.

Action: Adopt a conflict-of-interest policy for design-build construction.

Stump moved; Gardner seconded
Vote: 4 yes; 0 no; Absent: Johnston

M17-172

Stacey Simon, County Counsel:

- Presented policy.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Gregory Oliver Jr., Norris Halak, et al.

Report out of Closed Session, read by Supervisor Corless:

The Board approved an amendment to a settlement agreement previously entered into between the County and Gregory Oliver and Norris Halak requiring them to remove cannabis plants and associated equipment and materials from their property in Benton and revegetate specified graded areas. The amendment requires that the revegetation occur in accordance with a plan approved by the County's Community Development. The roll call vote was 4-0.

C. Closed Session - Exposure to Litigation

Note:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1.

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

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

13. REGULAR AGENDA - AFTERNOON

A. Public Hearing - Revocation of Business License 0930 Rainbow Ridge Realty & Reservations

Departments: Community Development

(Nick Criss) - Public hearing revocation of Business License 0930 Rainbow Ridge Realty & Reservations pursuant to Chapter 5.24.020 of the Mono County Code based on violations by the licensee or her agents or employees of any state or county law or regulation pertinent to the type of business for which the license was issued.

Action: Approve the continuance of the Public hearing revocation of Business License 0930 Rainbow Ridge Realty & Reservations, as requested, until September 5, 2017.

Gardner moved; Peters seconded

Vote: 4 yes; 0 no; Absent: Johnston

M17-173

Connie Lear, Rainbow Ridge Realty & Reservations:

- Sworn in.
- Provided reasons for a continuance.

B. Ordinance temporarily designating roughly graded roads

Departments: Public Works - Roads

(Jeff Walters) - The Sierra Safari is a three-day guided off-highway vehicle tour starting in Mammoth Lakes, continuing to Hawthorne Nevada, and entering the Bridgeport area and the community of Bridgeport. The event takes place on roads and trails throughout Mono County, and Mineral County in Nevada. The Eastern Sierra ATV/UTV Jamboree is a four-day off-highway vehicle event taking place in the Antelope Valley. Both events include some dirt roads that are part of Mono County's maintained mileage system.

Action: Introduce, read title, and waive further reading of proposed ordinance temporarily designating certain unpaved county roads throughout the unincorporated area of Mono County as roughly graded roads within the meaning of Vehicle Code section 38001 for the purpose of facilitating the short-term use of those roads for the 2017 Sierra Safari off-highway vehicle tour and the 2017 Eastern Sierra ATV/UTV Jamboree.

Note:

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

**Peters moved; Gardner seconded
Vote: 4 yes; 0 no; Absent: Johnston
M17-174**

Leslie Chapman:

- Introduced ordinance.

ADJOURNED at 1:41 P.M.

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SCHEEREN DEDMAN
SENIOR DEPUTY CLERK**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Special Meeting held on August 15, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Draft Sp Mins 08-15-17](#)

History

Time	Who	Approval
8/30/2017 7:14 PM	County Administrative Office	Yes
8/16/2017 3:49 PM	County Counsel	Yes
8/16/2017 4:49 PM	Finance	Yes



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

MEETING LOCATION Mammoth Lakes Suite Z, 237 Old Mammoth Rd, Suite Z, Mammoth Lakes,
CA 93546

**Special Meeting
August 15, 2017**

Flash Drive	Portable Recorder
Minute Orders	M17-177 Not Used
Resolutions	R17-68 Not Used
Ordinance	ORD17-13 Not Used

2:31 PM Meeting called to order by Board Chair Corless.

*Supervisors Present: Corless, Gardner, Peters, and Stump.
Supervisors Absent: Johnston.*

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<http://www.monocounty.ca.gov/meetings>**

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 371 Mono Street, Mammoth Lakes. Agency negotiator: Robin Roberts, Amanda Greenberg. Negotiating parties: County and Owner. Under negotiation: price and terms of sale.

There was nothing to report out of closed session.

Note:

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

ADJOURNED AT 2:59 p.m.

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SHANNON KENDALL
CLERK OF THE BOARD**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Finance

TIME REQUIRED

SUBJECT 2017-18 Property Tax Rates

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution establishing the 2017-18 tax rates on the secured roll.

RECOMMENDED ACTION:

Adopt proposed resolution R17-___, establishing the 2017-18 tax rates on the secured roll. Provide any desired direction to staff.

FISCAL IMPACT:

None. Allows for the collection of voter approved debt.

CONTACT NAME: Stephanie Butters

PHONE/EMAIL: 760-932-5496 / sbutters@mono.ca.gov

SEND COPIES TO:

Finance

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
2017-18 Tax Rate Resolution
2017-18 Mono County Tax Rates

History

Time	Who	Approval
8/30/2017 7:13 PM	County Administrative Office	Yes

8/29/2017 2:33 PM

County Counsel

Yes

8/30/2017 4:13 PM

Finance

Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

*Stephanie M. Butters
Assistant Finance Director
Auditor-Controller*

*Janet Dutcher, CPA, CGFM
Director of Finance*

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

TO: Honorable Board of Supervisors

FROM: Stephanie Butters, Assistant Finance Director

DATE: September 5, 2017

SUBJECT: Tax Rates for Fiscal Year 2017-18

RECOMMENDATION:

Adopt proposed resolution approving the Tax Rates for Fiscal Year 2017-18.

BACKGROUND:

The tax rates are established by law (Proposition 13) and the various bond issues voters have approved for their area throughout the county. These bond issues include the most recent bond series approved by the voters for the Eastern Sierra Unified School District and the Southern Mono Hospital District, as well as Mammoth Unified School District. The tax rates for the Round Valley School District and Bishop Union High School are prepared by the Auditor-Controller of Inyo County based in part by the values of the affected tax rate areas.

FISCAL IMPACT:

None. Adoption of the proposed Resolution only allows the adopted rate to be placed on the tax rolls to allow the County to collect not only the statutory 1% tax on property, but also to collect appropriately for voter approved debt.



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3 **RESOLUTION NO. _____**
4 **BOARD OF SUPERVISORS, COUNTY OF MONO**

5 **ESTABLISHING THE 2017-18 TAX RATES ON THE SECURED ROLL**
6

7 **WHEREAS**, Section 29100 of the California Government Code requires the Board of
8 Supervisors to adopt by resolution the rates of taxes on the secured roll; and

9 **WHEREAS**, the County Auditor-Controller has duly computed tax rates for the 2017-18
10 secured roll that will comply with the requirement of state law, including, but not limited to, those
11 imposed by Section 29100 of the Government Code; and

12 **WHEREAS**, a copy of said tax rates is attached hereto as Exhibit "A" and incorporated herein
13 by this reference.

14 **NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that
15 the tax rates set forth in Exhibit "A" hereto are hereby adopted for the 2017-18 secured roll.

16 **APPROVED AND ADOPTED** this 5th day of September, 2017, by the following vote of said
17 board:

18 **AYES:**
19 **NOES:**
20 **ABSENT:**
ABSTAIN:

21 _____
22 **CHAIR**
BOARD OF SUPERVISORS
23 **COUNTY OF MONO**

24 ATTEST:
25 SHANNON KENDALL
26 CLERK OF THE BOARD

APPROVED AS TO FORM

27 _____
28 **STACEY SIMON**
COUNTY COUNSEL

**COUNTY OF MONO
TAX RATES
2017-18**

<u>TAX AREAS: 051-000 THRU 051-013/ 051-019 THRU 051-034</u>	<u>PERCENTAGE</u>
PROP 13 (1% Limit)	1.000000
ESUSD BOND Current	0.052753
ESUSD BOND Redemption	0.007247
TOTAL	1.060000

<u>TAX AREAS: 051-014 THRU 051-018</u>	
PROP 13 (1% Limit)	1.000000
ESUSD BOND Current	0.052753
ESUSD BOND Redemption	0.007247
TOTAL	1.060000

<u>TAX AREAS: 010-000, 010-002, 010-003, 010-004, 010-006, 010-008, 010-011, 010-012</u>	
PROP 13 (1% Limit)	1.000000
Mammoth-Kern SFID	0.022504
Mammoth Unified Bond '98, '00 & '01	0.029418
Southern Mono Hospital Bond Redemption	0.017078
Southern Mono Hospital Bond Current	0.029052
TOTAL	1.098052

<u>TAX AREAS: 010-001, 010-005, 010-007, 010-009, 010-010</u>	
PROP 13 (1% Limit)	1.000000
Mammoth-Kern SFID	0.022504
Mammoth Unified Bond '98, '00 & '01	0.029418
Southern Mono Hospital Bond Redemption	0.017078
Southern Mono Hospital Bond Current	0.029052
TOTAL	1.098052

<u>TAX AREAS: 010-013, 059-000, 059-005, 059-007, 059-012</u>	
PROP 13 (1% Limit)	1.000000
Mammoth Unified Bond '98, '00 & '01	0.029418
Southern Mono Hospital Bond Redemption	0.017078
Southern Mono Hospital Bond Current	0.029052
TOTAL	1.075549

<u>TAX AREAS: 060-000</u>	
PROP 13 (1% Limit)	1.000000
Round Valley Bond (Determined by Inyo County)	0.031657
Bishop HS Bond (Determined by Inyo County)	0.009048
Southern Mono Hospital Bond Redemption	0.017078
Southern Mono Hospital Bond Current	0.029052
TOTAL	1.086836

<u>TAX AREAS: 060-001 THRU 060-006</u>	
PROP 13 (1% Limit)	1.000000
Round Valley Bond (Determined by Inyo County)	0.031657
Bishop HS Bond (Determined by Inyo County)	0.009048
TOTAL	1.040705

<u>Unitary Tax Rate</u>	
Unitary 1% Ad Valorem	1.000000
Unitary Debt Service Rate	0.356143
TOTAL	1.356143



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Finance

TIME REQUIRED

SUBJECT 2017-18 Appropriations Limit

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution establishing the 2017-18 Appropriations Limit.

RECOMMENDED ACTION:

Adopt proposed resolution #R17-___, establishing the 2017-18 Appropriations Limit and making other necessary determinations for the County and for those special districts governed by the Board of Supervisors that are required to establish appropriation limits. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Stephanie Butters

PHONE/EMAIL: 7609325496 / sbutters@mono.ca.gov

SEND COPIES TO:

sbutters@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff report
2017-18 -Appropriation Resolution
2017-18 Approp Limit Reso Exhibit A

History

Time

Who

Approval

8/21/2017 1:37 PM	County Administrative Office	Yes
8/21/2017 1:58 PM	County Counsel	Yes
8/29/2017 9:23 AM	Finance	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

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

TO: Honorable Board of Supervisors

FROM: Stephanie Butters, Assistant Finance Director

DATE: September 5, 2017

SUBJECT: 2017-18 Appropriation Limit

RECOMMENDATION:

Approve and authorize the Chair's signature on proposed Resolution setting the Appropriation Limit for Fiscal Year 2017-18.

BACKGROUND:

Proposition 4, approved by voters in November 1979, added Article 13B to the State Constitution. Article 13B places a limit on appropriations of revenue identified as proceeds of taxes. The limit is commonly referred to as the Gann Limit. The Gann Limit as originally approved by voters set the 1978-79 expenditure level as the base spending limit. This limit was adjusted annually for population growth and inflation (using the lower of the percentage growth of the U.S. Consumer Price Index or California's per capita personal income).

Under Article 13B and the statutes implementing that Article (Government Code Sections 7900 et. seq.), the governing body of every local jurisdiction in California must establish by resolution its annual appropriation limit for the following fiscal year. The appropriation limit is a limit on the amount of tax dollars that may be appropriated by the governing body during the fiscal year. It is calculated by adjusting the appropriations limit from the previous year in order to take into account "change in the cost of living and the change in population." (Cal. Const. Art. XIII B, § 1) If tax proceeds collected in the prior fiscal year exceed the limit, then a reduction in tax rates is required to take place.

The County has several available choices from which to choose the factor for setting the appropriations limit. It can choose the factor that is most advantageous to the County. Of the available choices, using the County-wide population change, the Town population change, or the population change derived from contiguous counties, the County has chosen the "Alternate" rate, derived from the State provided rate for cost of living changes combined with the contiguous counties population change, which gives the County the highest possible appropriations limit.

DISCUSSION:

The Appropriations Limit as calculated is \$30,677,019. As County tax proceeds, in conjunction with capital spending, is below this limit by \$6,867,144 this year, no change to the tax rate is required.

FINANCIAL IMPACT:

None.



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3 **RESOLUTION NO. _____**
4 **BOARD OF SUPERVISORS, COUNTY OF MONO**

5 **ESTABLISHING THE 2017-18 APPROPRIATIONS LIMIT AND MAKING OTHER**
6 **NECESSARY DETERMINATIONS FOR THE COUNTY AND FOR THOSE SPECIAL**
7 **DISTRICTS GOVERNED BY THE BOARD OF SUPERVISORS THAT ARE REQUIRED TO**
8 **ESTABLISH APPROPRIATION LIMITS**

9 **WHEREAS**, Article XIII(B) of the California Constitution and the legislation adopted to
10 implement it (California Government Code §7901 et seq.) provide that the State and each local
11 government that receives proceeds of taxes shall establish and be subject to an annual appropriations
12 limit; and

13 **WHEREAS**, the County Auditor-Controller has computed the 2017-18 appropriations limit for
14 the County and for those special districts governed by the Board of Supervisors that are required to
15 establish appropriations limits and, for at least fifteen days prior to the meeting at which this resolution
16 is adopted, the documentation used in determining the appropriations limit(s) and other necessary
17 determinations set forth in this resolution has been available for public review in the Auditor-
18 Controller's Office.

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

21 **SECTION ONE:** The percentage change in the California per capita personal income
22 computed by the State Department of Finance is hereby selected as the "change in cost of living" for
23 purposes of calculating the appropriation limit(s) established herein for fiscal year 2017-18. The
24 alternative population for contiguous counties is hereby selected as the "change in population" for
25 purposes of calculating the appropriation limit(s) established herein for fiscal year 2017-18.

26 **SECTION TWO:** The 2017-18 appropriations limit for the County of Mono is hereby
27 established as \$30,677,019, the calculation of which is set forth in Attachment "A" attached hereto.
28 The 2017-18 appropriations limit(s) for those special districts governed by the Board of Supervisors

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that are required to establish appropriations limits are hereby established as shown on Attachment "A" attached hereto.

APPROVED AND ADOPTED this 5th day of September, 2017, by the following vote of said board:

AYES:

NOES:

ABSENT:

ABSTAIN:

**STACEY CORLESS, CHAIR
BOARD OF SUPERVISORS
COUNTY OF MONO**

ATTEST:

APPROVED AS TO FORM:

SHANNON KENDALL
CLERK OF THE BOARD

STACEY SIMON
COUNTY COUNSEL

Attachment A

**Statement of Mono County GANN Limit Calculations
For the Tax Year 2017-18**

	<u>2015-16 Limit</u>	<u>Population Change⁽¹⁾</u>	<u>Per Capita Change</u>	<u>2016-17 Limit</u>	<u>Population Change⁽¹⁾</u>	<u>Per Capita Change</u>	<u>2017-18 Limit</u>
Mono County	27,565,942	1.0085	1.0537	29,294,327	1.0099	1.0369	30,677,019
CSA#1	362,144	0.9906	1.0537	378,004	1.0074	1.0369	394,853
CSA#5	53,894	0.9906	1.0537	56,255	1.0074	1.0369	58,761

⁽¹⁾The alternate method for population change was used for Mono County per GC 7901.

**GANN Limit Calculation
Based on Actual Revenues
Fiscal Year Ended June 30, 2017**

	Actuals FY 16-17
Property Taxes	18,252,868
Sales and Use Tax	530,475
Transient Occupancy Tax	2,752,470
Property Tax Transfer Tax	225,244
Interest	143,376
Franchise Tax Fees	183,886
Motor Vehicle License Fees	1,594,923
Aid of Agriculture (unclaimed gas tax)	83,685
Homeowner's Property Tax Relief	42,949
	<u>23,809,876</u>

2016-17 Limitation	29,294,327
2017-18 Population Factor	1.0099
2017-18 Per Capita Factor	<u>1.0369</u>
2017-18 Appropriation Limit	30,677,019
2017-18 Proceeds of Taxes	<u>(23,809,876)</u>
Amount Under Limitation	6,867,144



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

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 7/31/2017.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 7/31/2017.

FISCAL IMPACT:

None

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 760-932-5483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Treasury Transaction Report for the month ending 7/31/2017.](#)

History

Time	Who	Approval
8/30/2017 3:56 PM	County Administrative Office	Yes
8/21/2017 2:27 PM	County Counsel	Yes
8/16/2017 4:49 PM	Finance	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2017, End Date: 7/31/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Sell Transactions									
Called	7/27/2017	3134GAL85	1,000,000.00	FHLMC 2.25 1/27/2022-17	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Subtotal			1,000,000.00			1,000,000.00	0.00		1,000,000.00
Withdraw	7/21/2017	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	7/26/2017	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	7/27/2017	LAIF6000Q	4,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	4,000,000.00	0.00	0.00	4,000,000.00
Withdraw	7/28/2017	LAIF6000Q	3,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	3,000,000.00	0.00	0.00	3,000,000.00
Withdraw	7/31/2017	OAKVALLEY0670	14,265,504.17	Oak Valley Bank Cash	0.00	14,265,504.17	0.00	0.00	14,265,504.17
Subtotal			23,265,504.17			23,265,504.17	0.00		23,265,504.17
Total Sell Transactions			24,265,504.17			24,265,504.17	0.00		24,265,504.17
Buy Transactions									
Deposit	7/12/2017	OAKVALLEY0670	2,329.70	Oak Valley Bank Cash	100.00	2,329.70	0.00	0.00	2,329.70
Deposit	7/14/2017	LAIF6000Q	67,286.58	Local Agency Investment Fund LGIP-Quarterly	100.00	67,286.58	0.00	0.00	67,286.58
Deposit	7/31/2017	OAKVALLEY0670	2,166.97	Oak Valley Bank Cash	100.00	2,166.97	0.00	0.00	2,166.97
Deposit	7/31/2017	OAKVALLEY0670	14,980,299.65	Oak Valley Bank Cash	100.00	14,980,299.65	0.00	0.00	14,980,299.65
Subtotal			15,052,082.90			15,052,082.90	0.00		15,052,082.90
Total Buy Transactions			15,052,082.90			15,052,082.90	0.00		15,052,082.90
Interest/Dividends									
Interest	7/1/2017	794881BQ4	0.00	SALDEV 1.25 7/1/2019		0.00	1,000.00	0.00	1,000.00
Interest	7/3/2017	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	322.19	0.00	322.19
Interest	7/5/2017	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	287.67	0.00	287.67
Interest	7/8/2017	33583CTQ2	0.00	FIRST NIAGARA BK NATL ASSN 1.35 1/8/2018		0.00	1,640.16	0.00	1,640.16
Interest	7/11/2017	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	322.19	0.00	322.19
Interest	7/12/2017	35633MAG7	0.00	FREEDOM BK OF VA VIENNA VA 0.75 11/14/2017		0.00	151.03	0.00	151.03
Interest	7/12/2017	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,329.70	0.00	2,329.70



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2017, End Date: 7/31/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/13/2017	31938QQ98	0.00	FIRST BUSINESS BK MADISON WIS 1.9 1/13/2021		0.00	2,308.37	0.00	2,308.37
Interest	7/13/2017	89236TCP8	0.00	Toyota Motor Credit 1.55 7/13/2018		0.00	3,875.00	0.00	3,875.00
Interest	7/13/2017	3137EADB2	0.00	FHLMC 2.375 1/13/2022		0.00	11,875.00	0.00	11,875.00
Interest	7/15/2017	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	362.47	0.00	362.47
Interest	7/15/2017	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	362.47	0.00	362.47
Interest	7/16/2017	94974BFG0	0.00	Wells Fargo 1.5 1/16/2018		0.00	3,750.00	0.00	3,750.00
Interest	7/17/2017	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	322.19	0.00	322.19
Interest	7/21/2017	3135G0A78	0.00	FNMA 1.625 1/21/2020		0.00	8,125.00	0.00	8,125.00
Interest	7/22/2017	337630AZ0	0.00	FIRSTTRUST SVGS BK CONSHOCKENPA 0.7 10/23/2017		0.00	140.96	0.00	140.96
Interest	7/22/2017	140420RD4	0.00	CAPITAL ONE BANK USA NATL ASSN 1.8 1/22/2020		0.00	2,186.88	0.00	2,186.88
Interest	7/23/2017	05580ABB9	0.00	BMW Bank of North America 1.35 1/23/2018		0.00	1,640.16	0.00	1,640.16
Interest	7/26/2017	062683AC1	0.00	BBCN BANK 0.9 2/26/2018		0.00	181.23	0.00	181.23
Interest	7/26/2017	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	332.26	0.00	332.26
Interest	7/26/2017	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	302.05	0.00	302.05
Interest	7/27/2017	3136G3H81	0.00	FNMA 1.45 1/27/2021-17		0.00	7,250.00	0.00	7,250.00
Interest	7/27/2017	3134GAL85	0.00	FHLMC 2.25 1/27/2022-17		0.00	11,250.00	0.00	11,250.00
Interest	7/27/2017	27113PBG5	0.00	EAST BOSTON SVGS NK BOSTON MA 0.7 10/27/2017		0.00	140.96	0.00	140.96
Interest	7/27/2017	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	302.05	0.00	302.05
Interest	7/27/2017	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	281.92	0.00	281.92
Interest	7/28/2017	3136G3C78	0.00	FNMA 1.55 7/28/2021-16		0.00	7,750.00	0.00	7,750.00
Interest	7/28/2017	3136G3L52	0.00	FNMA 1.3 1/28/2020-16		0.00	6,500.00	0.00	6,500.00
Interest	7/28/2017	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	312.12	0.00	312.12
Interest	7/28/2017	46625HJR2	0.00	JPMORGAN CHASE 2.35 1/28/2019		0.00	11,750.00	0.00	11,750.00
Interest	7/28/2017	3130A8WC3	0.00	FHLB 1.15 1/28/2019-16		0.00	5,750.00	0.00	5,750.00
Interest	7/29/2017	11373QCC0	0.00	BROOKLINE BK MASS 0.75 10/30/2017		0.00	151.03	0.00	151.03



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2017, End Date: 7/31/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/29/2017	2027505G6	0.00	COMMONWEALTH BUSINESS BK LOS ANGELES CALIF 0.75 8/		0.00	151.03	0.00	151.03
Interest	7/29/2017	139797FF6	0.00	CAPITAL BK LITTLE ROCK 0.9 2/28/2018		0.00	181.23	0.00	181.23
Interest	7/30/2017	843383AX8	0.00	SOUTHERN BANK 1 1/30/2018		0.00	201.37	0.00	201.37
Interest	7/30/2017	560160AQ6	0.00	MAHOPAC NATL BK N Y 1.45 7/30/2019		0.00	1,761.65	0.00	1,761.65
Interest	7/31/2017	45340KDR7	0.00	INDEPENDENCE BK KY OWENSBORO 0.9 2/28/2018		0.00	187.27	0.00	187.27
Interest	7/31/2017	105245GN8	0.00	BRAND BKG CO LAWRENCEVILLE GA 0.85 11/30/2017		0.00	171.16	0.00	171.16
Interest	7/31/2017	29266N3Q8	0.00	ENERBANK USA SALT LAKE CITYUTAH 1.05 8/31/2018		0.00	218.49	0.00	218.49
Interest	7/31/2017	084670BF4	0.00	Berkshire Hathaway Inc 3.4 1/31/2022		0.00	8,500.00	0.00	8,500.00
Interest	7/31/2017	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,166.97	0.00	2,166.97
Subtotal			0.00			0.00	106,794.23		106,794.23
Total Interest/Dividends			0.00			0.00	106,794.23		106,794.23



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Public Health

TIME REQUIRED

SUBJECT WIC Budget Amendment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Standard Agreement Amendment with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program pertaining to Contract #15-10093 A02.

RECOMMENDED ACTION:

Approve County entry into proposed contract amendment and authorize Board Chair, Stacy Corless, to execute said contract on behalf of the County.

FISCAL IMPACT:

There will be no fiscal impact to the General Fund. Mono County WIC Program has a budget of \$277,451.00 for Year 2 (October 1st, 2016 to September 30th, 2017). At this time there is no change to the budget amount, only line item changes.

CONTACT NAME: Amber Hise

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

SEND COPIES TO:

Amber Hise

Sandra Pearce

Kim Bunn

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> BOS Staff Report
<input type="checkbox"/> Contract Amendment

History

Time	Who	Approval
8/30/2017 4:06 PM	County Administrative Office	Yes
8/21/2017 6:42 PM	County Counsel	Yes
8/30/2017 4:06 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

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Date: September 5, 2017
To: Honorable Board of Supervisors
From: Amber Hise, Women Infants and Children (WIC) Program Director
Subject: Women Infants and Children (WIC) Program
Contract Amendment #15-10093, A02

Recommendation:

Proposed Standard Agreement Amendment with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program pertaining to Contract #15-10093 A02. Approve County entry into proposed contract amendment and authorize Board Chairperson, Stacy Corless, to execute said contract on behalf of the County. Provide any desired direction to staff.

Discussion:

The California State WIC Program is a nutrition education program, federally funded by the United States Department of Agriculture (USDA) and serves low income families that are at or below 185% of the poverty level. The WIC program is designed to provide supplemental resources to eligible individuals at nutritionally vulnerable times of life and to help reduce the risk of medical problems because of a lack of nutritious foods or information about nutrition. Pregnant woman, children 0-5 years of age and postpartum women are provided supplemental healthy food options, nutrition education, breastfeeding education and support as well as referrals to health care and other services the county provides. The Mono County WIC Program was established in 2010, serving over 250 families since that time.

Fiscal Impact/Budget Projections:

There will be no fiscal impact to the General Fund.

Mono County WIC Program has a budget of \$277,451.00 for Year 2 (October 1st, 2016 to September 30th, 2017). At this time there is no change to the budget amount, only line item changes.

For questions regarding this item, please call Amber Hise at (760) 924-4613

Submitted by: Amber Hise, WIC Program Director

Reviewed by: Sandra Pearce, Public Health Director

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 6/03)

Check here if additional pages are added: 1 Page(s)

Agreement Number 15-10093	Amendment Number A02
Registration Number:	

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

State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name Mono County Health Department WIC Program	(Also referred to as Contractor)
2. The term of this Agreement is: **October 1, 2015** through **September 30, 2019**
3. The maximum amount of this Agreement after this amendment is: **\$ 1,104,364** One Million One Hundred Four Thousand Three Hundred Sixty-Four Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of amendment:** *Is shifting of funds for fiscal years 2 through 4 of the Exhibit B, Attachments I and II, Budget and Detail Worksheet, in order to compensate the contractor for actual expenditures invoiced and to revise the Scope of Work accordingly to coincide with the Federal guidelines.*
- II. *Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).*

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Mono County Health Department WIC Program		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Stacy Corless, Chairperson, Board of Supervisors		
Address 437 Old Mammoth Road, #Q Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		<input type="checkbox"/> Exempt per:
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Jeffrey Mapes, Chief, Contracts Management Unit		
Address 1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

- III. Exhibit A, Scope of Work, has been revised in its entirety as attached.
- IV. Exhibit A, Attachment I, Local Agency Specific Services, Services to be Performed, has been revised in its entirety as attached.
- V. Exhibit A, Attachment II, Semi-annual Report Sample, has been deleted in its entirety.
- VI. Exhibit A, Attachment III, RAE Sample, has been updated to replace Exhibit A, Attachment II. All references to this attachment within this contract shall now read as follows:

Exhibit A, Attachment II, RAE Sample

- VII. Exhibit A, Attachment IV, Template Service Agreement for Third Party Entity's Data Reporting System, has been updated to replace Exhibit A, Attachment III. All references to this attachment within this contract shall now read as follows:

Exhibit A, Attachment III, Template Service Agreement for Third Party Entity's Data Reporting System

- VIII. Exhibit B, Attachments I through II, have been revised in its entirety as attached.

Exhibit A

Scope of Work

1. Service Overview

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

2. Definitions

This list of definitions is for use with this Agreement.

- A. **Applicant** - An individual who has applied to participate in the WIC Program.
- B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the United States Department of Agriculture's (USDAs) Loving Support[®] Model for a Successful Peer Counseling Program. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to WIC Program breastfeeding services and support.

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- C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the local agency.
- D. **CDPH/WIC Division** means California Department of Public Health, Special Supplemental Nutrition Program for Women, Infants and Children Division - The Division within the California Department of Public Health that administers and oversees the WIC Program.
- E. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement.
- F. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency.
- G. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
- H. **Designee** - A person who has been designated by the Contractor's ~~WIC Director~~ **Agency Director** and is authorized to sign an invoice on behalf of the Contractor.
- I. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration funds and funding from another source.
- J. **EBT** means Electronic Benefit Transfer - An electronic system that allows the issuing of food benefits via a magnetically encoded payment card.
- K. **Facility Sites** - A site that is used by the Contractor to administer the WIC Program. Types of facility sites include WIC Clinic Sites, Administrative Sites, Training Centers, Warehouses and Storage Areas.
- L. **FFY** means Federal Fiscal Year - October 1 through September 30.
- M. **FMNP** means Farmers' Market Nutrition Program - A Federally-funded and regulated program that provides resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from farmers' markets to WIC participants.

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- N. **FNS** means Food and Nutrition Service - An agency of the USDA's Food, Nutrition, and Consumer Services. FNS works to end hunger and obesity through the administration of 15 federal nutrition assistance programs, which includes the WIC Program. FNS establishes rules and regulations and oversees the state and local agencies that operate those nutrition assistance programs.
- O. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.
- P. **INEP** means Individual Nutrition Education Plan - An individualized plan developed for each WIC participant to follow during participation in the WIC Program.
- Q. **LAIS** means Local Agency Inventory System - The inventory system used by the WIC Program to track all equipment purchased with WIC funds.
- R. **LVL** means Local Vendor Liaison - Local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.
- S. **MIS** means Management Information System - The CDPH/WIC Division's centralized data processing system used to collect and store information concerning participant eligibility, enrollment, food benefit issuance and redemption for local agencies.
- T. **NSA** means Nutrition Services and Administration - The funding provided by USDA that supports the WIC Program.
- U. **NSP** means Nutrition Services Plan - The NSP is a tool for the CDPH/WIC Division to use in planning overall WIC Program Nutrition Services. Components of the plan include 1) the review of the effectiveness of current and/or past services, 2) the consideration of the most urgent needs of WIC participants in California, and 3) the planning of activities at the CDPH/WIC Division that will focus on addressing WIC participants' needs in the coming two years.
- V. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide consultative services related to nutrition and other topics.
- W. **Nutrition Coordinator** - A designated CPA that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.
- X. **Participant** - An individual who meets all WIC Program eligibility criteria and is enrolled in the WIC Program and receives nutrition benefits.

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- Y. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.
- Z. **QAP** means Quality Assurance Plan - A general description of the methodology used to evaluate individual staff performances and areas of program management and operations to include at a minimum certification, nutrition education, breastfeeding promotion and support, provision of referrals and food instrument integrity and distribution.
- AA. **RAE** means Report of Actual Expenditure - The Contractor's year-end financial report.
- ~~BB. **Semi-Annual Report** - The report that is submitted by the Contractor to the CDPH/WIC Division regarding program operations. The first report will cover October 1 through March 31 and is due on April 30 of each FFY of the contract period. The second report will cover April 1 through September 30 and is due on October 31 of each FFY of the contract period.~~
- CC. **BB. Service Area** - The geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.
- DD. **CC. ULO** means Unliquidated Obligations - Unpaid WIC Program financial commitments within a budget period.
- EE. **DD. USDA** means United States Department of Agriculture - the Federal agency that funds and implements the WIC Program throughout the United States.
- FF. **EE. WIC Clinic Sites** - A site that is solely designated for WIC services.
- GG. **FF. WIC Director** - The Contractor's manager who is responsible for day-to-day WIC Programs operations.
- HH. **GG. WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) for healthcare and nutrition of low-income pregnant women, breastfeeding women, and infants and children under the age of five.
- I. **HH. WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.

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~~II.~~ **II.** **WPPM** means the WIC Policy and Procedure Manual.

3. Service Location

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

B. The Contractor agrees to provide WIC Program services in the following service area to:

Eligible California residents of Mono County.

4. Service Hours

A. The services shall be provided during the Contractor's normal business hours in addition to extended hours of operation to accommodate the needs of working and student applicants/participants.

B. When business hours of operation change for WIC clinic sites as listed on Exhibit B, Attachment III, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 days in advance. The Contract Manager will ensure that the WIC clinic site listing is updated.

5. Project Representatives

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

California Department of Public Health	Mono County Health Department WIC Program
Afiya Boswell <u>Chris Camacho</u> Contract Manager Telephone: (916) 928-8887 <u>(916) 928-8897</u> Fax: (916) 263-3344 <u>(916) 440-5580</u> E-mail: Afiya.Boswell@cdph.ca.gov <u>Christopher.Camacho@cdph.ca.gov</u>	Lynda Salcido <u>Sandra Pearce</u> Public Health Director, Public Health Nurse <u>Interim Director of Public Health</u> Telephone: (760) 924-1830 Fax: (760) 924-1831 E-mail: lsalcido@mono.ca.gov <u>spearce@mono.ca.gov</u>

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B. Direct all inquiries to:

California Department of Public Health	Mono County Health Department WIC Program
CDPH/WIC Division Attention: Afiya Boswell <u>Chris Camacho</u> Local Operations Section	Mono County Health Department WIC Program Attention: Amber Hise Public Health Director, Public Health Nurse <u>WIC Program Manager, RD</u>
3901 Lennane Drive Sacramento, CA 95834	437 Old Mammoth Road, #Q Mammoth Lakes, CA 93546
Telephone: (916) 928-8887 <u>(916) 928-8897</u> Fax: (916) 263-3314 <u>(916) 440-5580</u> E-mail: Afiya.Boswell@cdph.ca.gov <u>Christopher.Camacho@cdph.ca.gov</u>	Telephone: (760) 924-4613 Fax: (760) 924-1831 E-mail: ahise@mono.ca.gov

C. Either party may change the information in paragraphs A or B above by giving written notice to the other party. These changes shall not require an amendment to this Agreement.

6. Contractor Responsibilities

A. Administrative Contract Requirements

1) Caseload Management and Performance Standard

- a) The Contractor is provided a participant annual caseload for the term of this Agreement. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.

<u>Budget Period</u>	<u>Caseload</u>
1. 10/1/15 – 9/30/16	280
2. 10/1/16 – 9/30/17	280
3. 10/1/17 – 9/30/18	290
4. 10/1/18 – 9/30/19	290

- b) Should the Contractor fail to meet the performance standard, the CDPH/WIC Division may reduce the Contractor's authorized caseload and associated funding through a formal contract amendment.

2) Quality Assurance Plan

- a)** The Contractor shall continue to maintain an internal Quality Assurance Plan and continuously review and evaluate the program services provided.

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- b) If the Contractor is identified by CDPH/WIC as performing low on a statewide performance measure, then the Contractor shall incorporate the identified statewide performance measure into its Quality Assurance Plan (per WPPM 100-01). The Contractor shall collaborate with CDPH/WIC staff to (a) identify and implement one or more appropriate quality improvement activities that address the measure with the objective of improving performances on the measure and (b) routinely monitor results. These improvement activities and monitoring shall follow traditional Quality Improvement (QI) methods.**
- c) For further information on QI methods, in its Nutrition Services Standards, Standard 16 Quality Improvement, USDA/FNS refers WIC agencies to the Quality Improvement Methodology web page hosted by the Health Resources and services Administration (HRSA): (<https://www.hrsa.gov/quality/toolbox/methodology/index.html>).**

3) Program Monitoring

The CDPH/WIC Division shall conduct an on-site visit to ensure that the Contractor's program operations and fiscal management procedures are in compliance. On-site monitoring visits shall be performed at least once every two (2) years. The Contractor shall comply with all requirements of the program monitoring process.

4) Staffing Standards

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

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- d) The Contractor shall ensure there are adequate and qualified personnel to perform administrative and clinical duties relating to certification, referral, outreach, education, planning, and supervisory functions.

- e) WIC Director

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

- f) Nutrition Education Coordinator

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

- g) Breastfeeding Coordinator

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

- h) Local Vendor Liaison

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

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i) **Dietetic Career Development Coordinator (Only applies to contract with San Diego State University Research Foundation.)**

The Contractor shall designate one or more staff to serve in the role of the Dietetic Career Development Coordinator to be the point of contact to the CDPH/WIC Division and provide the following services:

1. Provide technical assistance to the five (5) WIC-based dietetic internships and WIC staff interested in becoming a dietitian.
2. Provide outreach services related to dietetic internships to various state and national organizations.
3. Provide written and verbal communication updates regarding meeting performance outcomes to the CDPH/WIC Division.
4. Ensure that dietetic internships comply with Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). This includes the requirements to have a full-time internship program director and for dietetic internships to provide at least 1200 hours of supervised practice to meet defined competencies by ACEND.
5. Work with dietetic interns to complete the mandatory review process to pass the Registered Dietitian (RD) exam. Funding of project is contingent on meeting performance outcome standards.

j) **Dietetic Intern Program (Only applies to contracts with Clinica Sierra Vista, Northeast Valley, PHFE, San Diego State University Research Foundation and United Health Centers of the San Joaquin Valley.)**

The Contractor shall coordinate and maintain an Academy of Nutrition and Dietetics accredited WIC-based dietetic internship program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Qualified applicants seeking Community Nutrition focus are to be given priority in the candidate selection process. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide; i.e., letter and/or WIC website. Provide quarterly status reports and information to the CDPH/WIC Division's Dietetic Intern (DI) Coordinator, regarding the RD exam pass rate, intern data, site visit evaluations, costs, and other relevant information related to the in kind internships. Work with other internship directors, DI Coordinator, and state representatives to address challenges, acknowledge accomplishments, and make recommendations on ways to sustain quality of services. Funding of project is contingent on meeting performance outcome standards.

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5) Professional Certifications

The Contractor shall ensure professional staff listed in Exhibit A, Paragraph 6.A.4) above, and identified on Exhibit B, Attachment II maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs' profession, relevant subscriptions or memberships to businesses, and professional and technical periodicals or organizations.

6) Program Materials

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

7) Staff Training Requirements

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

8) Travel

The Contractor's staff shall be allowed to travel to attend trainings and conferences; attend committee meetings; provide services at WIC clinic sites; and provide community outreach activities.

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9) Data Collection

Data collection and management information systems required by the CDPH/WIC Division shall be utilized to address and minimize fraud opportunities.

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

10) Program Reporting Requirements

- ~~a) The Contractor shall complete and submit a Semi-annual Report on program operations.~~
 - ~~• The first report will cover October 1 through March 31 and is due on April 30 of the each budget period of the contract.~~
 - ~~• The second report will cover April 1 through September 30 and is due on October 31 of each budget period of the contract.~~
 - ~~• The Semi-annual Report will include updates regarding the services outlined in Exhibit A, Attachment I. Refer to Exhibit A, Attachment II, Semi-annual Report Sample.~~
- b) The Contractor shall complete, submit, and update a NSP every two years that is consistent with the CDPH/WIC Division nutrition education goals and objectives. The NSP will be reviewed and approved by the assigned Nutrition Consultant.

11) WIC Clinic Site Changes

- a) The Contractor shall keep open and continue services at the approved WIC clinic sites under this Agreement as approved and listed in Exhibit B, Attachment III.
- b) The Contractor may not create temporary sites, and/or outreach, enrollment, or education sites without written approval from the CDPH/WIC Division.
- c) The Contractor must receive written approval from CDPH/WIC Division prior to entering into any contractual agreement for new WIC clinic sites.

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- d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a site that is not approved by CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.
- e) If the opening or closure of WIC clinic sites will result in a caseload increase or decrease, appropriate funding changes will be made through a formal contract amendment.
- f) Based on unmet need data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC clinic sites need to be opened to serve an unmet need in a specific service area. If so determined, the CDPH/WIC Division will first work with existing contractors already providing services in the identified service area to ensure uninterrupted participant access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential contractors to open additional sites based on CDPH/WIC service site location needs. If CDPH/WIC Division determines that a site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the site, address participant access needs, and amend the contract accordingly.
- g) The Contractor shall obtain CDPH/WIC Division written approval prior to relocating or closing an existing WIC clinic site. The Contractor shall submit a justification package to their CDPH/WIC Division Contract Manager.
- h) The CDPH/WIC Division will base their decision on reviewing the Contractor's justification, as well as using state-derived data reports and/or other verifiable data sets that demonstrate unmet need among eligible WIC populations. Other evaluation criteria may be considered at the discretion of the CDPH/WIC Division.

12) Time Reporting Requirement

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

- a) **Time Studies**
The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week a month or one (1) month per quarter. All staff providing WIC services, directly and indirectly are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories: 1) general administration, 2) client services, 3) nutrition education, and 4) breastfeeding.
- b) The Time Studies shall be reported in accordance with Paragraph 13) below as part of the Report of Actual Expenditure (RAE) process.

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- c) Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)
The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties as outlined in Exhibit A, Attachment I, Task 7.
- d) Continuous Time Reporting - Breastfeeding Peer Counseling (if applicable)
The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded staff performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 8.

13) Report of Actual Expenditure Requirement

- a) The Contractor shall submit, no later than December 15th, following the end of each FFY of this Agreement, a Report of Actual Expenditures (RAE) packet (Refer to Exhibit A, Attachment III, RAE Sample). The RAE packet must be submitted to the CDPH/WIC Division in physical and electronic form, and must include:
 - 1. A copy of the final undisputed invoice for the FFY. The RAE packet cannot be completed until the final invoice for the FFY has been approved and all obligations have been liquidated.
 - 2. An Expenditure Worksheet;
 - 3. A RAE NSA Operating Expenses Worksheet;
 - 4. An Agency Time Sheet Summary; and,
 - 5. A RAE Worksheet.
- b) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days from the termination date.

14) Nutrition Education Minimum Expenditure

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

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15) Breastfeeding Promotion and Support Minimum Expenditure

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

16) Subcontract Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding \$2,500 in accordance with requirements specified in Exhibit D(F), Provision 5.
- b) The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award.

17) Procurement Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any procurement purchase exceeding \$2,500 in accordance with requirements specified in Exhibit D(F), Provision 3.
- b) The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award.

18) Inventory and Management of State Property Requirements

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventorying, and proper disposal of all equipment and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D (F), Provision 4.

Exhibit A
Scope of Work

19) Motor Vehicles and Vehicle Maintenance

- a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed in Exhibit A, Paragraph 6.A.8) and also for transportation of supplies needed for WIC Program operations.
- b) The Contractor shall follow the requirements detailed in Exhibit D(F), Paragraph 4.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows: Legal Owner is the California Department of Public Health; Registered Owner is the Contractor's Legal Name.
- c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Paragraph 4.B.
- d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.
- e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance over \$500; the Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

20) Information Technology and Technical Support Services

- a) The Contractor shall secure local information technology support services and infrastructure to maintain an appropriate network.
- b) The Contractor is responsible for the implementation and ongoing support of its wide area network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, hardware, and security on the local side of the network.
- c) The Contractor must have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).
- d) The Contractor shall secure local information technology support services and infrastructure to fulfill the following responsibilities:
 - 1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment;
 - 2. Allow workstations and other WIC devices to communicate via TCP/IP through the CDPH/WIC Division router to access WIC resources in the CDPH/WIC Division network; and

Exhibit A

Scope of Work

3. Allow printers and other WIC devices to be able to receive TCP/IP communication through the CDPH/WIC Division router from resources within the CDPH/WIC Division network. Allow video conferencing equipment to be able to communicate with CDPH/WIC Division central video conferencing systems within the CDPH/WIC Division network.
- e) The Contractor shall support implementation and maintenance of WIC technology activities:
1. Implement infrastructure and devices needed to perform WIC Program business; and
 2. Maintain workstations, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.
- f) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:
1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed; and
 2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or in the State network.
- g) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:
1. Install, maintain, and configure the operation systems, device drivers, and applications software used by the Contractor's staff for performing WIC Program operations; and
 2. If software or hardware is not performing as expected, contact the manufacturer for resolution.
- h) The Contractor shall ensure proper security of local network systems and WIC data:
1. Ensure that the devices in the local agency's network are protected from hackers, viruses, and other security threats through the use of virus protection software, appropriate hardware, restrictions of TCP/IP communications, or any other tool that may be needed to protect WIC Program devices on the network; and
 2. When data traverses wireless networks and/or the internet, communications shall be protected with a minimum of 128 bit encryption through an encryption network.

Exhibit A

Scope of Work

- i) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.

21) Implementation of Technology Projects

The CDPH/WIC Division will periodically implement technology projects or systems such as electronic inventory, video conferencing, implementation of a new management information system, and implementation of an electronic benefit transfer system. The Contractor shall support the implementation of State information technology projects by following the instructions provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided.

22) Emergency and Disaster Planning

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

23) Regional Training Centers (Only applies to contracts with Alameda County, American Red Cross, Community Resource Project, Planned Parenthood of Orange and San Bernardino Counties, Riverside County, Shasta County and United Health Centers of the San Joaquin Valley.)

The Contractor shall provide a Regional Training Center for use by local agency trainers and/or the CDPH/WIC Division trainers to conduct breastfeeding trainings, breastfeeding peer counseling trainings, and various local agency training and vendor training provided to local agency staff. The Contractor shall maintain a training room facility; site logistics including tables and chairs; and appropriate equipment such as computers, CDPH/WIC Division authorized management information system, copiers, screens, and other training equipment and internet access necessary for trainings.

Exhibit A
Scope of Work

24) Release of Contractor's WIC Administrative data for inclusion in a third-party data reporting system (only applies to WIC Local Agencies that elect to use a third-party data reporting system).

- a) If the Contractor elects to use a third-party data reporting system, the Contractor must:
- i. Use a data reporting system that has been pre-approved by CDPH/WIC where CDPH/WIC has entered into a Data Use Agreement with said third-party vendor (to date the only data reporting system that has been approved by CDPH/WIC is the Raptor system maintained by the Public Health Foundation Enterprises, Inc., however CDPH/WIC is open to other possible data reporting systems);
 - ii. Using the sample agreement template provided by CDPH/WIC Exhibit A, Attachment #III), enter into a signed agreement between the Contractor and the CDPH/WIC-approved third-party vendor outlining responsibilities, indemnification, and data access and confidentiality measures. Any changes to CDPH/WIC's sample agreement must be approved in advance, in writing by CDPH/WIC;
 - iii. Provide CDPH/WIC with a signed copy of the above referenced agreement between the Contractor and third-party vendor, including beginning and end dates;
 - iv. Send an official letter (on Agency letterhead) to its CDPH/WIC Contract Manager requesting that CDPH/WIC release the Contractor's Standard Local Agency Dataset (SLAD) on a monthly basis to the third-party vendor for inclusion in its data reporting system; and
 - v. To stop CDPH/WIC from sending the Contractor's SLAD to the third-party vendor outside of the agreement's term dates, Contractor must send an official letter to its CDPH/WIC Contract Manager specifying a stop date.

25) Translation Review Services – Education Materials (only applies to Local Agencies that receive funding for this service).

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

B. Local Agency Specific Services

Please see Exhibit A, Attachment I, Local Agency Specific Services, Services to be performed.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 1: Nutrition Assessment and Certification:

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

Activities to Support the Objective

Function 1: Assess that applicants meet eligibility criteria: 1) categorical, 2) residential, 3) financial and 4) nutritional risk. If applicants meet these four criteria, enroll eligible applicants and document ineligibles.

Function 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information.

Function 3: Provide and document health and social service referrals as appropriate.

Function 4: Accurately prescribe food benefits based on category preferences and individual nutritional need.

Function 5: Document an individual nutrition education plan (INEP) in the CDPH/WIC Division authorized management information system.

Deliverables

- A. Eligible participants are enrolled and receiving appropriate WIC benefits.
- B. Nutrition assessments are completed on all eligible WIC participants.
- C. Food benefits are prescribed accurately to all WIC participants.
- D. Appropriate referrals are provided to all WIC participants.
- E. All information on enrolled applicants is accurately documented in the CDPH/WIC Division authorized management information system. Each participant shall have an INEP which includes a goal and appropriate secondary education follow up plan.
- F. Ineligible applicants receive Notice of Ineligibility, and referrals if appropriate.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 2: Nutrition Education:

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

Activities to Support the Objective

Function 1: Provide and document appropriate, evidenced-based, participant-centered education that is based on nutritional risk and participant concerns.

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

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

Function 4: Utilize CDPH/WIC Division materials, both printed and online, to ensure that consistent nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, 6.A.6).

Deliverables

- A. Participants have appropriate initial and secondary nutrition education provided, based on the INEP and subsequent assessments.
- B. Document all participant nutrition education information in the CDPH/WIC Division authorized management information system.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 3: Food Benefits and Issuance:

Objective: The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using the CDPH/WIC Division authorized management information system.

Activities to Support the Objective

Function 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors.

Function 2: Maintain and adhere to procedures for ensuring food benefits security, including the safe and secure transportation, receiving, handling and storage of all check stock, food benefits, laptops and portable printers.

Function 3: Maintain and adhere to procedures for fraud prevention including separation of duties.

Deliverables

- A. Food benefits are accurately issued.
- B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities.
- C. The handling procedures for check stock, food benefits, laptops, and portable printers meet program security standards.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 4: Breastfeeding Promotion and Support:

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

Activities to Support the Objective

Function 1: Contractor shall promote breastfeeding to all pregnant and postpartum women unless medically contraindicated.

Function 2: Provide and document evidenced-based, participant-centered breastfeeding education that enables women to make an informed decision regarding infant feeding.

Function 3: Refer participants to the peer counseling program or lactation specialist, as requested by the participant or recommended by the CPA.

Function 4: Make breast pumps and kits available to postpartum women.

Deliverables

- A. Participants are provided accurate breastfeeding information.
- B. Document all participant breastfeeding education information in the CDPH/WIC Division authorized management information system.
- C. Document breast pump issuance and the reasons for issuance in the CDPH/WIC Division authorized management information system.
- D. Maintain an accurate inventory of breast pumps.
- E. Maintain all breast pumps in a clean and working condition.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 5: Outreach:

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

Activities to Support the Objective

Function 1: Provide WIC Program information to and coordinate with health and social service organizations to encourage referrals to the WIC Program.

Function 2. Annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and local agency contact information.

Deliverables

- A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations.
- B. Conduct and document the approved annual Public Outreach Announcement. Refer to Exhibit A, 6.A.6).
- ~~C. Include outreach activities in the Semi-annual Report.~~

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 6: WIC Vendor Technical Assistance and Support:

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

Activities to Support the Objective

Function 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training to WIC local agency staff on Code of Conduct, which includes Conflict of Interest and Confidentiality.

Function 2: Conduct and document quarterly site visits, serving as a resource to existing WIC authorized vendors (vendor) both during the site visit and upon request in between visits. The site visits may include, but are not limited to, technical assistance (TA) visits.

Function 3: Attend CDPH/WIC Division conducted LVL training as directed.

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

Deliverables

- A. Assist the Contractor's Training Coordinator to ensure that the Code of Conduct training is delivered to the Contractor's local agency staff at least once per calendar year.
- B. Assist the Contractor's WIC Director or designee to ensure the Contractor's local agency staff review and sign the Conflict of Interest Statement.
- C. Meet a minimum 90 percent performance standard of vendor onsite visits completed for each assigned vendor for each quarter of a Federal Fiscal Year, which begins October 1.
- D. Document results of every WIC authorized vendor site visit using the CDPH/WIC Division LVL reporting forms and submit to the CDPH/WIC Division.
- E. Provide WIC Program information and referrals to vendors, upon request.
- F. Conduct onsite preauthorization visits (OPV) on an as needed basis.
- G. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.
- ~~H. Include LVL activities in the Semi-annual Report.~~

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 7: Farmers' Market Nutrition Program: N/A Not Applicable – Not part of this contract, content intentionally omitted

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

Activities to Support the Objective

Function 1: Issue WIC FMNP benefits to eligible participants based on established distribution protocol.

Function 2: Provide nutrition education to FMNP benefit recipients and document in the CDPH/WIC Division authorized management information system.

Function 3: Provide instruction and information to FMNP recipients on the proper use of the benefit and locations where it may be used.

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

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

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

Deliverables

- A. Prior to season start up, the Contractor shall submit an FMNP Season Start Up Package that includes the following components:
 - 1. Name and contact information of the WIC local agency's FMNP Coordinator;
 - 2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients;
 - 3. A printed list of local WIC-authorized markets informing FMNP recipients of where to use FMNP benefits;
 - 4. Instructional guidance for recipients on how to use FMNP benefits;
 - 5. Plan for providing in-service training to WIC local agency staff on FMNP procedures; and
 - 6. Activities planned with local farmer's markets and market associations to promote program benefits and participation.
- B. Contractor shall document nutrition education contacts in the CDPH/WIC Division authorized management information system for all FMNP benefit recipients.
- C. Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.
- D. Contractor shall submit by February 15 a completed FMNP Year End Report reconciling the disposition (issued, lost, damaged, etc.) of all FMNP benefits assigned to the WIC local agency in the previous year.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 8: Breastfeeding Peer Counseling Program: N/A Not Applicable – Not part of this contract, content intentionally omitted

Objective: The WIC Breastfeeding Peer Counseling (BFPC) Contractors shall perform all the work required to administer and provide mother to mother breastfeeding support services to WIC mothers following the Loving Support guidelines for peer counseling services.

Activities to Support the Objective

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

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

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

~~Function 4: Prepare and submit activities and information regarding the BFPC Program as part of the required Semi-annual Report.~~

Deliverables

- A. A process for referring participants who would most benefit from mother to mother breastfeeding support to the Peer Counseling program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process.
- B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high risk issues outside of their scope of practice to the WIC designated breastfeeding expert.
- C. All peer counselor and breastfeeding expert contacts, and all referrals to the WIC designated breastfeeding expert, are documented in the program database.
- ~~D. Include BFPC information and activities in the Semi-annual Report.~~
- E. D. Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded staff performing BFPC-related duties.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 9: Regional Breastfeeding Liaison Program: N/A Not Applicable – Not part of this contract, content intentionally omitted

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

Activities to Support the Objective

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

Function 2: The RBL will work with health care providers to improve their understanding of breastfeeding and WIC's role as a breastfeeding resource and to increase referrals.

Deliverables

- A. Contractor shall develop an RBL Plan of Action using the CDPH/WIC Division's RBL Plan of Action template.
- ~~B. Include RBL Program information and activities in the Semi-annual Report.~~
- ~~C.~~ **B.** Contractor shall adhere to all fiscal procedures required for NSA restricted funds and keep continuous time reports for all staff performing RBL-related duties.
- ~~D.~~ **C.** RBL shall provide activity updates to Regional WIC Directors each quarter or as requested by the CDPH/WIC Division.
- ~~E.~~ **D.** RBL shall participate in meetings, webinars, and conference calls required by the CDPH/WIC Division. As funding allows, also attend approved conferences, for e.g., the California Breastfeeding Summit and California WIC Association (CWA) conferences.

**Exhibit B, Attachment I A2
Budget**

	Year 1	Year 2			Year 3			Year 4			Totals	Total Adj.	Totals Amendment A02
	10/1/2015 - 9/30/2016	10/1/2016 - 9/30/2017			10/1/2017 - 9/30/2018			10/1/2018 - 9/30/2019					
	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02			
Personnel													
Total Salaries and Wages	122,138	123,219	(1,359)	121,860	128,085	(11,251)	116,834	124,035	(3,724)	120,311	497,477	(16,334)	481,143
Fringe Benefits	94,058	90,393	3,439	93,832	92,298	(1,168)	91,130	92,356	(2,773)	89,583	369,105	(502)	368,603
Personnel	216,196	213,612	2,080	215,692	220,383	(12,419)	207,964	216,391	(6,497)	209,894	866,582	(16,836)	849,746
Operating Expenses	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Totals	Adj.	Total Amendment A02
Minor Equipment	-	2,620	(2,620)	-	1,973	(1,973)	-	2,356	(2,356)	-	6,949	(6,949)	-
General Office Expenses	-	156	3,792	3,948	-	8,536	8,536	447	4,077	4,524	603	16,405	17,008
Training	800	1,600	(1,080)	520	-	2,000	2,000	1,600	2,000	3,600	4,000	2,920	6,920
Travel	966	3,000	308	3,308	-	6,900	6,900	2,500	4,400	6,900	6,466	11,608	18,074
Professional Certifications	-	60	-	60	-	60	60	60	-	60	120	60	180
Outreach	-	-	-	-	-	-	-	-	-	-	-	-	-
Media/Promotion	-	-	-	-	-	-	-	-	-	-	-	-	-
Program Materials	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Facility Costs (See Exhibit B Attachment III for breakdown)	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Expenses	1,766	7,436	400	7,836	1,973	15,523	17,496	6,963	8,121	15,084	18,138	24,044	42,182
Major Equipment	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Totals	Adj.	Total Amendment A02
Telephone System	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology Equipment	-	3,000	(3,000)	-	-	-	-	-	-	-	3,000	(3,000)	-
Vehicle (s)	-	-	-	-	-	-	-	-	-	-	-	-	-
Photocopy Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Major Equipment	-	3,000	(3,000)	-	-	-	-	-	-	-	3,000	(3,000)	-
Subcontracts	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Totals	Adj.	Total Amendment A02
Subcontracts	-	-	-	-	-	-	-	-	-	-	-	-	-
Indirect Costs	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Totals	Adj.	Total Amendment A02
Indirect Costs	54,049	53,403	520	53,923	55,095	(3,104)	51,991	54,097	(1,624)	52,473	216,644	(4,208)	212,436
TOTAL COSTS	272,011	277,451	-	277,451	277,451	-	277,451	277,451	-	277,451	1,104,364	-	1,104,364

**Exhibit B, Attachment II A2
Detail Worksheet**

Personnel	Exhibit A SOW 6.A	Exhibit A Attach I	Current Base Annual Salary Minimum	Current Base Annual Salary Amend A02	Current Base Annual Salary Maximum	Current Base Annual Salary Maximum Amend A02	Year 1		Year 2			Year 3			Year 4			Totals	Totals Adj.	Totals Amend A02							
							10/1/2015 - 9/30/2016		10/1/2016 - 9/30/2017			10/1/2017 - 9/30/2018			10/1/2018 - 9/30/2019												
							FTE	Budget Amend A02	FTE	FTE Amend A02	Budget	Budget Adj.	Budget Amend A02	FTE	FTE Amend A02	Budget	Budget Adj.				Budget Amend A02	FTE	FTE Amend A02	Budget	Budget Adj.	Budget Amend A02	
WIC Director/ Registered Dietician/Nutrition Education Coordinator ⁽²⁾	1-22	1-6	55,776	56,892	67,788	73,644	1.00	58,560	1.00		59,442	717	60,159	1.00		62,712	198	62,910	1.00		65,856	(1,073)	64,783	246,570	(158)	246,412	
WNA (WIC Nutrition Assistant)/Breast Feeding Coordinator ⁽¹⁾⁽²⁾	2, 3, 6-12, 14, 15, 17-22	1-6	43,572	44,448	52,968	57,528	1.00	46,572	1.00		47,229	558	47,787	1.00		49,668	144	49,812	1.00		52,008	(810)	51,198	195,477	(108)	195,369	
WNA (WIC Nutrition Assistant) ⁽¹⁾⁽²⁾	4-6, 8, 9, 12, 15, 18	6	38,520	43,368	46,836	56,148	0.40	17,006	0.20		9,283	394	9,677	0.20	0.00	9,599	(9,599)	-	0.30	0.00	-	-	-	35,888	(9,205)	26,683	
Fiscal & Administrative Officer	12,13		66,288	67,608	80,580	87,528		-	0.03		2,044	21	2,065	0.03	0.04	2,171	761	2,932	0.03	0.04	2,236	894	3,130	6,451	1,676	8,127	
Director of Public Health	12,13			112,092	128,604	131,172		-	0.04	0.01	5,221	(3,049)	2,172	0.03	0.01	3,935	(2,755)	1,180	0.03	0.01	3,935	(2,735)	1,200	13,091	(8,539)	4,552	
Overtime ⁽³⁾								-			-		-			-		-			-		-	-	-	-	
Total Salaries and Wages								122,138			123,219	(1,359)	121,860			128,085	(11,251)	116,834			124,035	(3,724)	120,311	497,477	(16,334)	481,143	
Fringe Benefits ⁽⁴⁾							Percent	Budget Amend A02	Percent	Budget	Percent Amend A02	Budget Amend A02	Percent	Budget	Percent Amend A02	Budget Amend A02	Percent	Budget	Percent Amend A02	Budget Amend A02	Percent	Budget	Percent Amend A02	Budget Amend A02	Budget Adj.	Budget Amend A02	
							77.01%	94,058	73.36%	90,393	77.00%	93,832	72.06%	92,298	78.00%	91,130	74.46%	92,356			89,583			369,105	(502)	368,603	
Total Personnel								216,196		213,612		215,692		220,383		207,964		216,391			209,894			866,582	(16,836)	849,746	
Operating Expenses	Exhibit A SOW	Exhibit A Attach I						Budget Amend A02		Budget	Budget Adj.	Budget Amend A02		Budget	Budget Adj.	Budget Amend A02		Budget	Budget Adj.	Budget Amend A02		Budget	Budget Adj.	Budget Amend A02	Budget Adj.	Budget Amend A02	
Minor Equipment ⁽⁵⁾	17, 18	1-9						-		2,620	(2,620)	-			1,973	(1,973)	-			2,356	(2,356)	-			6,949	(6,949)	-
General Office Expenses ⁽⁵⁾	EXA1.C, 17, 18	1-9						-		156	3,792	3,948			8,536	8,536				447	4,077	4,524			603	16,405	17,008
Training	7	1-9						800		1,600	(1,080)	520			2,000	2,000				1,600	2,000	3,600			4,000	2,920	6,920
Travel	8							966		3,000	308	3,308			6,900	6,900				2,500	4,400	6,900			6,466	11,608	18,074
Professional Certifications	4, 5							-		60		60			60	60				60		60			120	60	180
Outreach		5						-		-		-			-	-				-		-			-	-	-
Media/Promotion		5						-		-		-			-	-				-		-			-	-	-
Program Materials	6	1-9						-		-		-			-	-				-		-			-	-	-
Vehicle Maintenance ⁽⁶⁾	8, 19							-		-		-			-	-				-		-			-	-	-
Audit	9, 10, 12-14							-		-		-			-	-				-		-			-	-	-
Facility Costs (See Exhibit B Attach III for breakdown) ⁽⁷⁾	11							-		-		-			-	-				-		-			-	-	-
Total Operating Expenses								1,766		7,436	400	7,836		1,973	15,523	17,496		6,963	8,121	15,084		18,138	24,044	42,182			
Major Equipment ⁽⁸⁾ unit cost must be \$5,000 or more	Exhibit A SOW	Exhibit A Attach I						Budget Amend A02		Budget	Budget Adj.	Budget Amend A02		Budget	Budget Adj.	Budget Amend A02		Budget	Budget Adj.	Budget Amend A02		Budget	Budget Adj.	Budget Amend A02	Budget Adj.	Budget Amend A02	
Telephone System	17	1-9						-		-		-			-					-		-			-	-	-
Information Technology Equipment	17, 18, 20, 21	1-9						-		3,000	(3,000)	-			-					-		-			3,000	(3,000)	-
Vehicle(s)	8, 17, 18, 19							-		-		-			-					-		-			-	-	-
Photocopy Equipment	6, 17, 18							-		-		-			-					-		-			-	-	-
Total Major Equipment								-		3,000	(3,000)	-			-	-				-		-			3,000	(3,000)	-
Subcontracts ⁽⁹⁾	Exhibit A SOW	Exhibit A Attach I						Budget Amend A02		Budget	Budget Adj.	Budget Amend A02		Budget	Budget Adj.	Budget Amend A02		Budget	Budget Adj.	Budget Amend A02		Budget	Budget Adj.	Budget Amend A02	Budget Adj.	Budget Amend A02	
								-		-		-			-					-		-			-	-	-
Total Subcontracts								-		-	-	-			-	-				-		-			-	-	-
Total Indirect Costs							Percent	Budget Amend A02	Percent	Budget	Percent Amend A02	Budget Amend A02	Percent	Budget	Percent Amend A02	Budget Amend A02	Percent	Budget	Percent Amend A02	Budget Amend A02	Percent	Budget	Percent Amend A02	Budget Amend A02	Budget Adj.	Budget Amend A02	
							% of Total Personnel Costs	25.0000%	54,049	25.0000%	53,403	25.0000%	53,923	25.0000%	55,095	25.0000%	51,991	25.0000%	54,097			52,473			216,644	(4,208)	212,436
Total Costs								272,011		277,451	-	277,451		277,451	-	277,451		277,451	-	277,451		277,451	-	277,451	1,104,364	-	1,104,364

272,011.00	Revised Yr. 2 Budget	277,451.00	Revised Yr. 3 Budget	277,451.00	Revised Yr. 4 Budget	277,451.00
-	Yr. 2 - Budget Increase	-	Yr. 3 - Budget Increase	-	Yr. 4 - Budget Increase	-
0	Yr. 2 - Checks/Balances	0	Yr. 3 - Checks/Balances	0	Yr. 4 - Checks/Balances	0

- ⁽¹⁾ Bilingual - Positions that receive Bilingual pay will show a higher salary. Justification will be kept on file with the original contract.
- ⁽²⁾ Longevity, Retention, Differential and COLA - Positions that receive these compensations will show a higher salary. Justification and Union Contract will be kept on file with the original contract.
- ⁽³⁾ Overtime - Is budgeted for up to a 3% increase for each year.
- ⁽⁴⁾ Fringe Benefits - Any fringe benefit Years 1-4 that exceeds 50% will need a written justification.
- ⁽⁵⁾ General Office Expenses - Effective this year, pursuant to new OMB rules, Minor Equipment, and General Office Expenses, will include Desks, Computers, Chairs, Tables, Modular furniture, Monitors and printers.
- ⁽⁶⁾ Vehicle Maintenance - maintenance over \$500 will need CDPH/WIC Division approval.
- ⁽⁷⁾ Facility Costs - Includes Rent, Janitorial, Security, Maintenance and Utilities
- ⁽⁸⁾ Major Equipment - Refer to Exhibit D(F) page 3, Paragraph 3 for instructions; Vehicle(S)-Will be used for Facility Site Visits, Conferences, Trainings, and Outreach. **Unit cost must be \$5,000 or more.**
- ⁽⁹⁾ Subcontractors - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Finance

TIME REQUIRED

SUBJECT CALPERS DSA Contract Amendment
Ordinance - Adoption

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance No. ORD17-_____, An Ordinance of the Board of Supervisors, County of Mono, Authorizing an Amendment to the Contract Between the Board of Supervisors, County of Mono, and the Board of Administration of the California Public Employees Retirement System.

RECOMMENDED ACTION:

Adopt proposed ordinance No. ORD17-_____, An Ordinance of the Board of Supervisors, County of Mono, Authorizing an Amendment to the Contract Between the Board of Supervisors, County of Mono, and the Board of Administration of the California Public Employees Retirement System.

FISCAL IMPACT:

The changes to be implemented by the proposed amendment were approved by the Board in April when the County entered into a new Memorandum of Understanding (MOU) with the Deputy Sheriff's Association. The changes increase take-home pay for the deputies and increase County costs by four percent (4%) of PERSable wages. The cost only impacts the County's general fund and has been included in the Sheriff's department's requested budget for FY 2017-2018.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> MCDSA Contract Amendment Ordinance
<input type="checkbox"/> Exhibit - Amendment to Contract

History

Time	Who	Approval
8/21/2017 1:37 PM	County Administrative Office	Yes
8/21/2017 1:59 PM	County Counsel	Yes
8/29/2017 8:37 AM	Finance	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

*Stephanie M. Butters
Assistant Finance Director
Auditor-Controller*

*Janet Dutcher, CPA, CGFM
Director of Finance*

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

Date: September 5, 2017

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Subject: Second reading of an ordinance to amend the contract between the Board of Supervisors, County of Mono and the Board of Administration, PERS

Action Requested:

Adopt the proposed ordinance.

Background:

In order to implement recent changes to cost sharing of retirement contributions with members of the Mono County Deputy Sheriff's Association (MCDSA), a contract change with CalPERS is necessary. This ordinance is a necessary part of the process. If approved by your Board, the next step is to submit today's ordinance to PERS. Once approved by PERS, the effective date of the contract change, and the decrease in cost sharing, will take effect with the biweekly pay period that starts October 8, ends October 21 and is paid to employees on October 27.

Fiscal Impact:

The changes to be implemented by the proposed amendment were approved by the Board in April when the County entered into a new Memorandum of Understanding (MOU) with the Deputy Sheriff's Association. The changes increase take-home pay for the deputies and increase County costs by four percent (4%) of PERSable wages. The cost only impacts the County's general fund and has been included in the Sheriff's department's requested budget for FY 2017-2018.



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ORDINANCE NO. ORD17-_____

**BOARD OF SUPERVISORS, COUNTY OF MONO
AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF MONO,
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF
SUPERVISORS, COUNTY OF MONO AND THE BOARD OF ADMINISTRATION OF THE
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

The Board of Supervisors of the County of Mono does ordain as follows:

SECTION 1: That an amendment to the contract between the Board of Supervisors of the County of Mono and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked as an Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2: The Chair of the Board of Supervisors is hereby authorized, empowered and directed to execute said amendment for and on behalf of said Agency.

SECTION 3: This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the Mammoth Times and The Sheet, newspapers of general circulation, published and circulated in the County of Mono, and thenceforth and thereafter the same shall be in full force and effect.

PASSED AND ADOPTED this ____ day of _____, 2017, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Stacy Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
BOARD OF SUPERVISORS
COUNTY OF MONO

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1946, and witnessed December 3, 1945, and as amended effective October 1, 1947, October 1, 1955, March 1, 1958, August 1, 1965, November 1, 1968, October 1, 1973, December 31, 1973, August 1, 1974, July 1, 1976, February 1, 1981, July 1, 1982, February 1, 1985, April 16, 1986, October 12, 1990, December 21, 1990, June 30, 1992, October 1, 1993, July 9, 1998, April 7, 1999, June 1, 1999, September 14, 2001, August 1, 2002, July 1, 2004, January 1, 2005, January 1, 2007, July 1, 2007, June 1, 2012, December 27, 2012, February 1, 2015 and December 1, 2015 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code Sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Mono County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

A. Paragraphs 1 through 18 are hereby stricken from said contract as executed effective December 1, 2015, and hereby replaced by the following paragraphs numbered 1 through 20 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members; age 62 for new local miscellaneous members, age 50 for classic local fire members, classic county peace officers and for those classic local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012, age 55 for classic local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012 and age 57 for new local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1946 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
- a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Sheriffs (included as local safety members);
 - c. County Peace Officers (included as local safety members);
 - d. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after July 1, 2007 and not entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

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9. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local county peace officer and those classic local fire members entering membership in the fire classification on or prior to January 1, 2007 and for those classic local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a classic local fire member entering membership for the first time in the fire classification after January 1, 2007 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
13. The percentage of final compensation to be provided for each year of credited current service as a classic local sheriff member entering membership for the first time in the sheriff classification after December 27, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
14. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
15. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20439 ("County Peace Officer" shall include county jail, detention or correctional facility employees as described in Government Code Section 20439).
 - b. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - c. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.

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- d. Section 21327 (One-Time Increase For Local Miscellaneous Members Who Retired or Died Prior to January 1, 1975). Legislation repealed said Section effective January 1, 2002.
- e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members, local sheriff members and county peace officers only.
- f. Section 20042 (One-Year Final Compensation) for classic local miscellaneous members, classic local fire members, classic county peace officers and for those classic local sheriff members entering membership on or prior to December 27, 2012.
- g. Section 20965 (Credit for Unused Sick Leave) for local fire members only.
- h. Section 21427 (Improved Nonindustrial Disability Allowance) for local fire members only.
- i. Section 21024 (Military Service Credit as Public Service).
- j. Section 20422 ("Local Safety Member" shall include employees designated as Emergency Medical Technician I, II, or Emergency Medical Technician - Paramedic as described in Government Code Section 20422).
- k. Section 21574 (Fourth Level of 1959 Survivor Benefits).
- l. Section 20432 ("Local Sheriff" shall include any officer or employee of a sheriff's office as described in Government Code Section 20432).
- m. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) is applicable to classic local fire members entering membership for the first time with this agency in the fire classification after January 1, 2007.

Section 21354.4 (2.5% @ 55 Full formula) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after June 1, 2012.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) is applicable to classic local sheriff members entering membership for the first time with this agency in the sheriff classification after December 27, 2012.

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- n. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).

- o. Section 20516 (Employees Sharing Additional Cost):

From and after February 1, 2015 and until the effective date of this amendment to contract, 7% for local sheriff members in the Mono County Deputy Sheriff's Association.

From and after December 1, 2015, 7% for local sheriff members in the Mono County Sheriff's Department's Management Association.

From and after the effective date of this amendment to contract, 3% for classic local sheriff members in the Mono County Deputy Sheriff's Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

- 16. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on April 1, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 17. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 18. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

- b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
19. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
20. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
COUNTY OF MONO

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Public Works - Road

TIME REQUIRED

SUBJECT Intermittent Road Closures for the Eastern Sierra ATV Jamboree

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Resolution Authorizing the Intermittent Closure of County Roads in the Bridgeport and Antelope Valley Areas for the 2017 Eastern Sierra ATV & UTV Jamboree.

RECOMMENDED ACTION:

Consider and potentially adopt Resolution No. R17- _____, A Resolution of the Mono County Board of Supervisors Authorizing Intermittent Closure of County Roads in the Bridgeport and Antelope Valley areas for the 2017 Eastern Sierra ATV & UTV Jamboree.

FISCAL IMPACT:

Approximately \$500 or less from the Road Fund. Assistance with this event will result in fiscal impacts to the Road Fund, as personnel, equipment, and supplies from Road District 4/5 will be used to perform tasks prior to and following the 2017 Eastern Sierra ATV & UTV Jamboree.

CONTACT NAME: Jeff Walters

PHONE/EMAIL: (760) 932-5459 / jwalters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
2017 ATV Jamboree stff rpt
2017 ATV Jamboree Resolution

History

Time

Who

Approval

8/30/2017 3:52 PM	County Administrative Office	Yes
8/23/2017 5:14 PM	County Counsel	Yes
8/29/2017 9:29 AM	Finance	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: September 5, 2017
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: Intermittent Road Closures for the 2017 Eastern Sierra ATV & UTV Jamboree

Recommended Action:

1. Receive staff report regarding the 2017 Eastern Sierra ATV & UTV Jamboree.
2. Consider and potentially adopt Resolution No. R17-__, "A Resolution of the Mono County Board of Supervisors Authorizing Intermittent Closure of County Roads in the Bridgeport and Antelope Valley areas for the 2017 Eastern Sierra ATV & UTV Jamboree."
3. Provide any desired direction to staff.

Fiscal Impact:

\$500 or less from the Road Fund. Assistance with this event will result in fiscal impacts to the Road Fund, as personnel, equipment, and supplies from Road District 4/5 will be used to perform tasks prior to and following the 2017 Eastern Sierra ATV & UTV Jamboree.

Discussion:

The Department of Public Works has received a request from the Northern Mono Chamber of Commerce to close certain County roads in the Antelope Valley and Bridgeport areas in conjunction with special events planned for the 2017 Eastern Sierra ATV & UTV Jamboree, which is scheduled to take place from Tuesday, September 26th through Saturday, September 30th.

Public Works proposes to intermittently close portions of various streets to allow ATV and UTV drivers to use county roads to access their event route(s) each day. The California Highway Patrol will provide traffic control at the required locations during the event.

A draft resolution, attached with this report as Exhibit 1, has been prepared should the Board choose to approve the requested intermittent road closures. The resolution satisfies requirements specified in Section 982 of the Streets and Highways Code for such an action.

In addition to the above, the Northern Mono Chamber of Commerce has requested Public Works' assistance with delivering and returning necessary signage prior to and following the event. As with prior events, tasks requiring Public Works' personnel and equipment are as follows:

- Gather and inventory all necessary signage from various road areas in Mono County;
- Place signage in areas required to close certain roads listed in the resolution;
- Gather and inventory all signage after event;
- Disassemble, remove and/or store all of the above following the event.

This event is expected to require the Road District 4/5 personnel to assist with gathering and transporting the necessary signage to/from storage to the various locations.

If you have any questions regarding this item, please contact me at 760.932.5459. I may also be contacted by email at jwalters@mono.ca.gov.

Respectfully submitted,



Jeff Walters
Public Works Director / Director of Road Operations and Fleet Services

Attachments: Exhibit 1 – Draft Resolution Authorizing Road Closures & Detours



RESOLUTION NO. R17-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE INTERMITTENT CLOSURE OF COUNTY ROADS IN
THE ANTELOPE VALLEY AREA
FOR THE
2017 EASTERN SIERRA ATV & UTV JAMBOREE**

WHEREAS, the Northern Mono Chamber of Commerce (NMCC) has requested the intermittent closure and use of certain County roads for trail rides associated with the 2017 Eastern Sierra ATV & UTV Jamboree; and,

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and,

WHEREAS, through the years the annual Eastern Sierra ATV & UTV Jamboree sponsored by the NMCC has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County; and,

WHEREAS, The NMCC will utilize the California Highway Patrol to perform traffic control at closures and road intersections as required by CHP along the various routes; and,

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County streets in the communities of Walker, Coleville and Topaz may be intermittently closed in conformance with the County's Special Events Policy and made available to the NMCC from 5pm until 9pm on Tuesday September 26th; 6am until 6pm on Wednesday and Thursday September 27th and 28th; 6am until 9pm on Friday and Saturday September 29th and 30th:

1. Larson Lane, from Highway 395 to Eastside Lane;
2. Eastside Lane, from Camp Antelope Road to end of pavement north of Topaz Lane;
3. Offal Road at intersection with Eastside Lane;

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- 4. Topaz Lane at intersection with Eastside Lane;
- 5. Cunningham Lane at intersection with Eastside Lane;
- 6. Lone Company Road at intersection with Eastside Lane;
- 7. Eastside Road at intersection with Eastside Lane;
- 8. Camp Antelope Road from Eastside Lane to Burcham Flat Road;
- 9. Burcham Flat Road, from Camp Antelope Road to end of pavement.

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel to work with the NMCC and other officials to effectuate said intermittent road closures.

APPROVED AND ADOPTED this 5th day of September 2017, by the following vote of the Board of Supervisors, County of Mono:

- AYES** :
- NOES** :
- ABSENT** :
- ABSTAIN** :

 Stacy Corless, Chair
 Mono County Board of Supervisors

ATTEST:

 Clerk of the Board

Approved as to Form:

 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Public Works - Road

TIME REQUIRED

SUBJECT Intermittent Road Closures for the
Sierra Safari Special Event

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Resolution Authorizing the Intermittent Closure of County Roads in the Bridgeport Area for the 2017 Sierra Safari Special Event.

RECOMMENDED ACTION:

Consider and potentially adopt Resolution No. R17- _____, A Resolution of the Mono County Board of Supervisors Authorizing Intermittent Closure of County Roads in the Bridgeport area for the 2017 Sierra Safari.

FISCAL IMPACT:

\$500 or less from the Road Fund. Assistance with this event will result in fiscal impacts to the Road Fund, as personnel, equipment, and supplies from Road District 4/5 will be used to perform tasks prior to and following the 2017 Sierra Safari.

CONTACT NAME: Jeff Walters

PHONE/EMAIL: (760) 932-5459 / jwalters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Exhibit 1 - 2017 Sierra Safari Resolution

History

Time	Who	Approval
8/30/2017 7:14 PM	County Administrative Office	Yes

8/23/2017 5:14 PM

County Counsel

Yes

8/30/2017 4:03 PM

Finance

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: September 5, 2017
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: Intermittent Road Closures for the 2017 Sierra Safari

Recommended Action:

1. Adopt Resolution No. R17-__, "A Resolution of the Mono County Board of Supervisors Authorizing Intermittent Closure of County Roads in the Bridgeport area for the 2017 Sierra Safari."

Fiscal Impact:

\$500 or less from the Road Fund. Assistance with this event will result in fiscal impacts to the Road Fund, as personnel, equipment, and supplies from Road District 4/5 will be used to perform tasks prior to and following the 2017 Sierra Safari.

Discussion:

The Department of Public Works has received a request from Dick Allen's Sierra Safari to close certain County roads in the Bridgeport area in conjunction with special events planned for the 2017 Sierra Safari, which is scheduled to take place from Thursday, October 5th through Sunday, October 8th.

Public Works proposes to intermittently close portions of various streets to allow ATV and UTV drivers to use county roads to access their event route(s) each day. The California Highway Patrol will provide traffic control at the required locations during the event.

A draft resolution, attached with this report as Exhibit 1, has been prepared should the Board choose to approve the requested intermittent road closures. The resolution satisfies requirements specified in Section 982 of the Streets and Highways Code for such an action.

In addition to the above, Sierra Safari staff have requested Public Works' assistance with delivering and returning necessary signage prior to and following the event. As with prior events, tasks requiring Public Works' personnel and equipment are as follows:

- Gather and inventory all necessary signage from various road areas in Mono County;
- Place signage in areas required to close certain roads listed in the resolution;
- Gather and inventory all signage after event;
- Disassemble, remove and/or store all of the above following the event.

This event is expected to require the Road District 4/5 personnel to assist with gathering and transporting the necessary signage to/from storage to the various locations.

If you have any questions regarding this item, please contact me at 760.932.5459. I may also be contacted by email at jwalters@mono.ca.gov.

Respectfully submitted,



Jeff Walters
Public Works Director / Director of Road Operations and Fleet Services

Attachments: Exhibit 1 – Draft Resolution Authorizing Road Closures



RESOLUTION NO. R17-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE INTERMITTENT CLOSURE OF COUNTY ROADS IN
THE BRIDGEPORT AREA FOR THE
2017 SIERRA SAFARI**

WHEREAS, Dick Allen's Sierra Safari has requested the intermittent closure and use of certain County roads for trail rides associated with the 2017 Sierra Safari; and,

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and,

WHEREAS, through the years the annual Sierra Safari has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County; and,

WHEREAS, Dick Allen's Sierra Safari will utilize the California Highway Patrol (CHP) to perform traffic control at closures and road intersections as required by CHP along the various routes; and,

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County streets in the community of Bridgeport may be intermittently closed in conformance with the County's Special Events Policy and made available to Dick Allen's Sierra Safari from 10am until 3pm on Saturday October 7th:

1. Aurora Canyon Road, from the intersection with Sagebrush Drive to the intersection with Highway 182.
2. Highway 182 from the intersection with Aurora Canyon Road to the intersection with Stock Drive.
3. Stock Drive, from intersection with Highway 182 to Court Street;
4. Court Street, from intersection with Stock Drive to the footbridge;

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BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel to work with Sierra Safari staff and other officials to effectuate said intermittent road closures.

APPROVED AND ADOPTED this 5th day of September 2017, by the following vote of the Board of Supervisors, County of Mono:

- AYES** :
- NOES** :
- ABSENT** :
- ABSTAIN** :

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Social Services

TIME REQUIRED

SUBJECT County Access to the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA) Database

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of a new Memorandum of Understanding (MOU) between the California Department of Social Services and the California Department of Health Care Services and Mono County for the purpose of authorizing Mono County access to the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA) database. This proposed MOU would authorize Mono County to facilitate the transfer of information between states for establishment of medical benefits for children with adoption assistance agreements through the AAICAMA database.

RECOMMENDED ACTION:

Approve a new MOU with the California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS) to provide Mono County with access to the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMAdatabase), and authorize the Board Chair to sign the MOU Agreement.

FISCAL IMPACT:

None.

CONTACT NAME: Kathryn Peterson

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

SEND COPIES TO:

Kathy Peterson, DSS

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
MOU

History

Time	Who	Approval
8/21/2017 1:39 PM	County Administrative Office	Yes
8/22/2017 4:37 PM	County Counsel	Yes
8/30/2017 4:37 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH
Director

BRIDGEPORT OFFICE
(760) 932-5600
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KLP*

Date: August 21, 2017

Re: County Access to the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA) Database

Recommended Action:

Approve a new MOU with the California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS) to provide Mono County with access to the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA) database, and authorize the Board Chair to sign the MOU Agreement.

Fiscal Impact:

None.

Discussion:

This request is for approval of a new Memorandum of Understanding (MOU) between the California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS) and Mono County for the purpose of authorizing Mono County access to the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA) database.

The purpose of this MOU is to outline the terms and conditions for CDSS and DHCS to work with Counties of California for the implementation and utilization of the AAICAMA database to permit the transfer of information between states for establishment of medical benefits for children with adoption assistance agreements and for the provision of training and technical assistance for database users.

This MOU is effective on the date signed by all parties. The initial term of this MOU shall be for a period of one year commencing on the effective date. Upon the expiration of the initial term, this MOU shall automatically renew for successive one-year terms.

**California Department of Social Services
California Department of Health Care Services**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND THE CALIFORNIA
DEPARTMENT OF HEALTH CARE SERVICES, AS THE COMPACT ADMINISTRATOR AND
COMPACT CO-ADMINISTRATOR
AND
THE COUNTY OF MONO**

I. Background and Purpose

Pursuant to the authority granted by California Welfare and Institutions Code (WIC) Section 16121.2 and Sections 16170-16175, California is a member of the Interstate Compact on Adoption and Medical Assistance (ICAMA). The California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS), as the Compact Administrator and Compact Co-Administrator respectively, have entered into a Memorandum of Understanding with the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA) for the implementation of a cloud based database (hereinafter "AAICAMA database"). The AAICAMA database replaces the paper ICAMA 700 form and is used to open Medicaid cases between states for adopted special needs children. AAICAMA has contracted with Blue Iron Network for services supporting the AAICAMA database.

The purpose of this Memorandum of Understanding (hereinafter the "MOU") is to outline the terms and conditions for CDSS and DHCS to work with Counties of California for the implementation and utilization of the AAICAMA database to permit the transfer of information between states for establishment of medical benefits for children with adoption assistance agreements and for the provision of training and technical assistance for database users.

This MOU is entered into by the CDSS and DHCS, and the County named above (County), for the purpose of authorizing County access to the AAICAMA database. This MOU authorizes County to facilitate the transfer of information between states for establishment of medical benefits for children with adoption assistance agreements through the AAICAMA database. County agrees to comply with the obligations of this MOU as a condition of access to the AAICAMA database.

II. CDSS and DHCS Responsibilities and Rights

- A. The CDSS and DHCS agree to provide the following services:
1. CDSS will coordinate training for all operations and California ICAMA liaisons;
 2. CDSS will identify user roles;
 3. CDSS will communicate user access changes to AAICAMA; and
 4. CDSS and DHCS will report and respond to any security threat or data breach in accordance with approved policies.
- B. The CDSS and DHCS have the right as the pass-through entities to inspect, review, or otherwise monitor all activities, procedures, records, reports or forms related to the County's access of the AAICAMA database in order to ensure compliance with this MOU.

III. County Responsibilities

- A. County shall maintain any and all information/data provided by the AAICAMA database in strict confidence, and will not reproduce, disclose, or make accessible in whole or in part, in any manner whatsoever, to any third party, unless mandated by law.
- B. County represents and warrants it is administering a government funded benefit or program, has been granted the legal authority to view the information/data by the consumer or by operation of law, and shall only request the information/data in compliance with state and federal laws.
- C. County certifies that it will order data from the AAICAMA database only when it intends to use the data in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and all state law HIPAA counterparts and the Medi-Cal confidentiality requirements under Welfare and Institutions Code Section 14100.2, as though the data is being used in connection with a determination of the consumer's eligibility for benefits granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, and for no other purpose. Attachment 1, Exhibit A is the required HIPAA Business Associate Addendum to be executed by County and DHCS.
- D. County certifies it will establish safeguards to ensure only Authorized Users can have access to the AAICAMA database. "Authorized User" is defined as a County employee authorized to order or access the AAICAMA database in relation to the performance of their official duties. County shall provide CDSS with a signed ICAMA Database User Policy for each Authorized User.
- E. County shall take all necessary measures to prevent unauthorized ordering of or access to the AAICAMA database by any person other than the Authorized User for permissible purposes. County agrees to monitor County employees' access of the AAICAMA database to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
- F. County agrees to indemnify, defend, and save harmless CDSS, DHCS and Blue Iron, and their respective directors, officers, managers, agents, and employees from any and all claims, actions, demands, damages, liabilities, obligations, losses, settlements, judgments, fines, penalties, sanctions, charges, costs and expenses, arising out of, relating to, or in connection with County's use of the AAICAMA database and/or the unauthorized disclosure or dissemination of consumer-recipient information/data by County employees in the performance of this Agreement. County does not assume the risk on behalf of, or agree to indemnify, any other county.
- G. County acknowledges that neither Blue Iron nor its officers, agents or employees will be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the provision of verifications of employment and/or income, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by Blue Iron exceed the sum paid by CDSS or DHCS for the service which causes County's claim. This provision shall survive any termination or expiration of this MOU.
- H. County shall notify CDSS to add or delete a User ID.
- I. County hereby certifies it will employ all necessary measures to maintain data security and confidentiality when sending, transferring, or otherwise disposing of any consumer report information. In addition to any requirements of this MOU, County agrees to comply with the HIPAA data security and confidentiality requirements in Attachment 1, Exhibit A and the data security and confidentiality provisions of Attachment 2, Exhibit B – CDSS Confidentiality and Security Requirements.
- J. County shall ensure that all County employees comply with WIC sections 10850 and 14100.2 to protect any confidential information it may receive and possess from the AAICAMA database

from unauthorized use, access, or disclosure.

- K. Unauthorized use, access, or disclosure of confidential information is considered a breach of security. County shall immediately notify CDSS and DHCS of any and all suspected, attempted, or confirmed breach of security by contacting the CDSS Information Security Officer, Lloyd Indig at (916) 651-5558 and iso@dss.ca.gov and the DHCS Information Security Officer, Steve Moore at (916) 440-7191 and iso@dhcs.ca.gov.
- L. The use of the AAICAMA database includes information that is protected by the HIPAA and the Medi-Cal confidentiality and privacy rules and may subject an unauthorized user to possible civil and criminal liability, punishable by fines and imprisonment.
- M. Without limitation as to any other applicable rights or remedies, in the event of a breach of security caused by County employee(s), through the use of the information/data provided by Blue Iron, County is responsible for any and all breach notifications to the consumer, any legally required identity theft and/or credit monitoring services, along with associated costs.
- N. County may not assign or delegate any of its rights or duties under this MOU.
- O. County acknowledges that its access to the AAICAMA database is subject to audit by Blue Iron. County agrees to cooperate with CDSS, DHCS, and Blue Iron in responding to any such audit.

IV. Effective Date and Term

This MOU is effective on the date that it is signed by all parties. The initial term of this MOU shall be for a period of one year commencing on the effective date. Upon the expiration of the initial term, this MOU shall automatically renew for successive one-year terms unless terminated by any party as provided in Section VI below.

V. Project Representatives

The primary points of contact for the parties pursuant to this MOU are:

For CDSS:

Steve Shields, Manager
Adoption Services Bureau
Children's Services Operation and
Evaluation Branch
Children and Family Services Division
California Department of Social Services
744 P Street, M.S. 8-12-31
Sacramento, CA 95814
Phone: (916) 651-8086
Email: Steve.Shields@dss.ca.gov

For DHCS:

Jeanette M. Barajas, Chief
Access Programs & Policy Branch
Medi-Cal Eligibility Division
Department of Health Care Services
1501 Capitol Avenue
P.O. Box 997417, MS-4607
Sacramento, CA 95899-7417
Phone: (916) 552-9413
Fax: (916) 440-5644
E-mail: Jeanette.Barajas@dhcs.ca.gov

For AAICAMA:

Robin Bockweg, Project Director
Association of Administrators of the Interstate
Compact on Adoption and Medical Assistance
1133 Nineteenth Street, NW
Washington, DC 20036
Phone: (202) 682-0100
Email: RBockweg@aphsa.org

For Blue Iron:

Stephen Sarrouf
Blue Iron Network

5811 McFadden Avenue
Huntington Beach, CA 92649
Phone: (855)258-4766
Email: stephen_sarrouf@blueironnetwork.com

VI. General Provisions

- A. No condition or provision of this MOU shall be waived or altered except by written amendment signed by a duly authorized representative of CDSS, DHCS, and County.
- B. Termination without cause: This MOU may be terminated by any party without cause upon 30 days written notice.
- C. Termination with cause: This MOU may be terminated immediately by any party if the terms of this MOU are violated in any manner. However, CDSS, DHCS, or County shall provide written notice to the other parties of such termination for cause of this MOU. Blue Iron may immediately suspend and/or terminate County's access to the AAICAMA database if Blue Iron reasonably believes County has violated the HIPAA, any of the state law counterparts to the HIPAA, the Medicaid and Medi-Cal confidentiality laws, or any other applicable law or regulation.
- D. Other grounds for Termination: In the event that any of the companion agreements, contracts or MOUs discussed in Section I - Background and Purpose terminate or expire, this MOU may be terminated on the effective date of the termination of that companion agreement, contract or MOU even if such termination will occur with less than 30 days written notice.

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

By: _____
Name: Deborah Pearce
Title: Chief, Contracts and Purchasing Bureau
Date: _____

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF MONO

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1 – Exhibit A - HIPAA Business Associate Addendum
Attachment 2 – Exhibit B - Confidentiality and Security Requirements

Exhibit A
HIPAA Business Associate Addendum

I. Recitals

- A. This **BUSINESS ASSOCIATE ADDENDUM** (this "Addendum") is made by and between The California Department of Health Care Services ("Covered Entity" or "DHCS") and COUNTY of Mono ("Business Associate" or "Contractor"). Covered Entity and Business Associate are parties to a Memorandum of Understanding for Business Associate's use of the AAICAMA cloud based database, ("Services Agreement"), which has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. DHCS wishes to disclose to Business Associate certain information pursuant to the terms of the Services Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in the Services Agreement Business Associate may create, receive, maintain, transmit, use or disclose PHI and PI on DHCS' behalf. DHCS and Business Associate are each a party to this Addendum and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to the Services Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall generally have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule, but as used in this Addendum shall mean COUNTY of Mono.
- C. Covered Entity shall generally have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule, but as used in this Addendum shall mean the California Department of Health Care Services.

Exhibit A
HIPAA Business Associate Addendum

- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103, but for purposes of this Addendum is limited to information received by Business Associate from Covered Entity, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information or PHI means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103, but for purposes of this Addendum is limited to information received by Business Associate from Covered Entity, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- J. Required by Law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

Exhibit A
HIPAA Business Associate Addendum

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Business Associate may use or disclose PHI only to perform functions, activities or services specified in the Services Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. **Specific Use and Disclosure Provisions.** Business Associate may:

- a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the business associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.
- c. **Report Violations of the Law.** Business Associate may use PHI to report violations of law to appropriate State or Federal Authorities, consistent with 45 C.F.R 164.502(j).
- d. **De-Identification.** Business Associate may de-identify PHI, but must do so in accordance with 45 CFR section 164.514(b), and Business Associate may use such de-identified information solely for the benefit of Covered Entity for any purpose related to the services being provided to Covered Entity under the Services Agreement.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an Individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

Exhibit A
HIPAA Business Associate Addendum

C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information other than as permitted or required by this Addendum or as Required by Law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including ePHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DHCS with its current and updated policies.
3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

- D. Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum. As all Business Associate subcontractor agreements include mitigation clauses, Business Associate acknowledges its obligation and responsibility for enforcement of such separate mitigation obligations.

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E. *Business Associate's Agents and Subcontractors.*

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions under HIPAA on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any non-employee agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or Required by Law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or sub award to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate. Business Associate will incorporate those portions of this Addendum that it determines are applicable into any subcontract and subaward with agents, subcontractors, and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate,
2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. *Availability of Information to DHCS and Individuals.* To provide access and information:

1. To the extent that the Services Agreement requires Business Associate to maintain PHI in a Designated Record Set under its custody and control, provide access as DHCS may reasonably require, and in the time and manner designated by DHCS in writing (upon reasonable notice and during Business Associate's normal business hours, if applicable) to PHI in such Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the written request by producing the records or verifying that there are none.
2. If Business Associate maintains, pursuant to the Services Agreement, an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic

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format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).

- G. *Amendment of PHI.*** To the extent that the Services Agreement requires Business Associate to maintain PHI in a Designated Record Set under its custody and control, make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner reasonably designated by DHCS.
- H. *Internal Practices.*** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information. Any rights of DHCS to access Business Associate's internal practices, books and records is governed by the audit rights set forth in Section V hereof.
- I. *Documentation of Disclosures.*** To the extent no exception exists under 45 CFR section 164.528, to document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c).
- J. *Breaches and Security Incidents.*** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
- 1. *Notice to DHCS.*** (1) To notify DHCS **within 24 hours by email or fax** of the discovery of Unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected Security Incident involving PHI or PI, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Addendum. A Breach shall be treated as discovered by Business Associate as of the first business day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. Notice shall be made using the "DHCS Privacy Incident Report form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then selected "Privacy" in the left column and then "Business Use" near the middle of the page), or use this link:

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

Upon discovery of a Breach or suspected security incident involving PHI, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Addendum, Business Associate shall take:

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- a. Prompt corrective action to mitigate any risks or damages involved with the Breach known to Business Associate and to protect the operating environment; and
 - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations, including the provision of any required notices as set forth in Section (III)(J)(4) below.
2. **Investigation and Investigation Report.** To immediately investigate such security incident involving PHI, Breach, or unauthorized access, use or disclosure of PHI or PI in violation of this Addendum. Within five (5) days of the discovery, Business Associate shall submit a "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>
 3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the Breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a Breach occurred, determine whether it is reportable to the appropriate entities, and if individual notifications are required. Business Associate will provide any corrective action plan to DHCS for review. .
 4. **Notification of Individuals.** If the cause of a Breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals as a result of the Breach or unauthorized use or disclosure when notification is required under state or federal law, and Business Associate shall pay the cost of such notifications, as well as up to 12 months of any credit monitoring reasonably offered as a result of the Breach. The notifications shall comply with the requirements set for in 42 U.S.C. section 17932 and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event less than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made, which approval shall not be unreasonably delayed or withheld.
 5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to

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the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Services Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Memorandum of Understanding for Program Contract Manager (Project Representative) information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. Termination of Services Agreement. In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Services Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Services Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its non-employee agents, subcontractors and vendors are in compliance with their obligations as required by their respective written agreements.

M. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

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IV. Obligations of DHCS

DHCS agrees to:

- A. *Notice of Privacy Practices.*** Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy" in the left column and "Notice of Privacy Practices" on the right side of the page).
- B. *Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. *Notification of Restrictions.*** Timely notify the Business Associate in writing of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A.** From time to time, DHCS may inspect the facilities, systems (limited solely to those systems that contain PHI), books and records of Business Associate to monitor compliance with the Services Agreement and this Addendum. Business Associate may require DHCS, or any third party acting on behalf of DHCS, to sign a confidentiality agreement acceptable to Business Associate prior to providing access to Business Associate's books, records, and systems pursuant to this Section. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
 - 1. Failure to detect or
 - 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

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VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the Services Agreement and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time as specified by DHCS; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.
- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. Either party may terminate the Services Agreement if the other party is found guilty of a criminal violation of HIPAA. DHCS may terminate the Services Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Addendum for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI to the extent that amendments are necessary in order for this Addendum to remain compliant with applicable law. Upon DHCS' request, Business Associate agrees to

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promptly enter into negotiations with DHCS concerning such an amendment to this Addendum. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:

1. Business Associate does not enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
 2. Business Associate does not enter into the required amendment that is necessary to maintain compliance with applicable law.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at mutually convenient times and places to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or permitted assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with the required provisions of HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with the required provisions of HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- I. *Entire Agreement.*** This Addendum and the Services Agreement shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, understandings and representations, whether oral or written, relating to such subject matter.
- J. *Severability.*** If any provision of this Addendum is held illegal, invalid, prohibited or unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated in that jurisdiction to the minimum extent necessary so that this Addendum shall otherwise remain in full force and effect and enforceable.
- K. *Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles, to the extent not preempted by HIPAA or other applicable federal law.

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BUSINESS ASSOCIATE:
COUNTY OF MONO

COVERED ENTITY:
DHCS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentially Statement.*** All employees execute a Non-Disclosure Agreement at the time of hire.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

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G. *User IDs and Password Controls.* All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

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

H. *Data Destruction.* When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

I. *System Timeout.* The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

J. *Warning Banners.* All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. *System Logging.* The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

L. *Access Controls.* The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

M. *Transmission encryption.* All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

N. *Intrusion Detection.* All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

A. *System Security Review.* All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

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- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

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

V. Paper Document Controls

The section is applicable only if, and when, Contractor converts DHCS PHI or PI into paper form for use and handling in a manner consistent with the terms of provisions of this Addendum.

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. *Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. *Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. *Mailing.*** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Exhibit B
The California Department of Social Services
Confidentiality and Information Security Requirements – Contractor/Entity

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information security and privacy requirements Contractor/Entity (hereinafter referred to as “Contractor”) is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Contractor, pursuant to Contractor’s Agreement (the “Agreement”) with the California Department of Social Services (hereinafter “CDSS”) in which this Exhibit is incorporated. The CDSS and Contractor desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information in (hereinafter referred to as “CDSS CSP”) compliance with state and federal statutes, rules and regulations.

- I. Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and CDSS and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions.** The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.) regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each lower tier transaction to its agents, contractors, subcontractors, or independent consultants, etc.
- III. Confidentiality of Information.**
 - a. DEFINITIONS.** The following definitions relate to CDSS Confidential, Sensitive, and/or Personal Information.
 - i. “Confidential Information” is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250-6265) or has restrictions on disclosure in accordance with other applicable state or federal laws.
 - ii. “Sensitive Information” is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS’ fiscal resources and operations).
 - iii. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).
 - iv. “Breach” is
 1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

- v. "Security Incident" is
 1. an attempted breach;
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDSS CSP, in violation of any state or federal law or in a manner not permitted under the Agreement between Contractor and CDSS, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDSS CSP.
- b. CDSS CSP by the CDSS which may become available to the Contractor as a result of the implementation of the Agreement shall be protected by the Contractor from unauthorized access, use, and disclosure as described in this Exhibit.
- c. Contractor is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
 - California Welfare and Institutions Code section 10850
 - Information Practices Act – California Civil Code section 1798 et seq.
 - Public Records Act – California Government Code section 6250 et seq.
 - California Penal Code Section 502, 11140-11144, 13301-13303
 - Health Insurance Portability and Accountability Act of 1996 ("HIPAA") – 45 CFR Parts 160 and 164
 - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
- d. **EXCLUSIONS.** "Confidential Information", "Sensitive Information", and "Personal Information" (CDSS CSP) does not include information that
 - i. is or becomes generally known or available to the public other than because of a breach by Contractor of these confidentiality provisions;
 - ii. already known to Contractor before receipt from CDSS without an obligation of confidentiality owed to CDSS;
 - iii. provided to Contractor from a third party except where Contractor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
 - iv. independently developed by Contractor without reference to the CDSS CSP.

IV. Contractor Responsibilities.

- a. **Training.** The Contractor shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:
 - i. The confidential nature of the information;
 - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
 - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V – Information Security Incidents and/or Breaches; and

- iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS and the Contractor and may be subject to penalties, both civil and criminal.
- b. Use Restrictions.** The Contractor shall ensure that their employees, agents, contractors, subcontractors, and independent consultants will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes of providing the requested services to CDSS and meeting its obligations under the Agreement.
- c. Disclosure.** The Contractor shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes of providing the requested services to CDSS and meeting its obligations under the Agreement. Contractor is permitted to disclose individually identifiable CDSS CSP with the consent of the individual to its service providers, its vendors, and its partners for the purposes of Contractor providing services to CDSS or otherwise to meet Contractor's obligations under the Agreement. For CDSS CSP, Contractor must provide CDSS Program Manager and CDSS Information Security Office with a list of Contractor authorized service providers and ensure they are bound by obligations sufficient to protect CDSS CSP in accordance with this Agreement.
- d. Subpoena.** If Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Contractor will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than twenty-four (24) hours after knowingly receiving such request.
- e. Information Security Officer.** The Contractor shall designate an Information Security Officer to oversee its compliance with this Exhibit and to communicate with CDSS on matters concerning this Exhibit.
- f. Requests for CDSS CSP by Third Parties.** The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement between Contractor and CDSS (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- g. Documentation of Disclosures for Requests for Accounting.** Contractor shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- h. Return or Destruction of CDSS CSP on Expiration or Termination.** Upon expiration or termination of the Agreement between Contractor and CDSS for any reason, Contractor shall return or destroy the CDSS CSP. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform Contractor in writing of any additional terms and conditions applicable to the retention of the CDSS CSP.
- i. Retention Required by Law.** If required by state or federal law, Contractor may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.

- j. Obligations Continue Until Return or Destruction.** Contractor's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas shall continue until Contractor returns or destroys the CDSS CSP or returns the CDSS CSP to CDSS; provided however, that on expiration or termination of the Agreement between Contractor and CDSS, Contractor shall not further use or disclose the CDSS CSP except as required by state or federal law.
- k. Notification of Election to Destroy CDSS CSP.** If Contractor elects to destroy the CDSS CSP, Contractor shall certify in writing, to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information, that the CDSS CSP has been destroyed.
- l. Background Check.** Before a member of the Contractor's workforce may access CDSS CSP, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to the State's information technology systems and the data contained therein. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.
- m. Confidentiality Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

- i. General Security Controls**

- 1. User Confidentiality Statement.** All persons with access to CDSS CSP must sign the CDSS User Confidentiality Agreement (Exhibit E, Attachment 2). The statement must be signed prior to access to CDSS CSP. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDSS inspection for a period of three (3) years following contract termination.
 - 2. Workstation/Laptop Encryption.** All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDSS Information Security Office.
 - 3. Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.
 - 4. Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
 - 5. Minimum Necessary.** Only the minimum necessary amount of the CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.
 - 6. Removable Media Devices.** All electronic files that contain the CDSS CSP must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.

7. **Antivirus Software.** All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Patch Management.** Contractor must submit a documented patch management system, to be approved by the CDSS Information Security Office, in place to install security patches in a timely manner on all Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on Contractor's risk assessment of such patches, the technical requirements of Contractor's systems, and vendor's written recommendations. In lieu of an approved patch management system, all applicable patches must be installed within thirty (30) days of vendor release or patch installation occurs within the CDSS approved timeframes by the next scheduled change release, or accept risk with an approved risk analysis by the Contractor.
9. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDSS CSP which meets or exceeds CDSS current Password policy. (Contact CDSS Information Security and Privacy Officer for current policy.)
10. **Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the CDSS Information Security Office.

ii. **System Security Controls**

1. **System Timeout.** The system providing access to the CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
2. **Warning Banners.** All systems containing CDSS CSP must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
3. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.
4. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
5. **Transmission Encryption.** All data transmissions of CDSS CSP outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and E-Mail.

6. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. Audit Controls

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

iv. Business Continuity / Disaster Recovery Controls

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

v. Paper Document Controls

1. **Supervision of Information.** CDSS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. **Escorting Visitors.** Visitors to areas where the CDSS CSP are contained shall be escorted and CDSS CSP shall be kept out of sight while visitors are in the area.
3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross cut shredding and/or pulverizing.
4. **Removal of Information.** CDSS CSP must not be removed from the premises of the Contractor except for identified routine business purposes or with express written permission of CDSS.
5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that the Contractor confirms the recipient fax number before sending, takes

precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if the Contractor's fax number changes, and maintains fax machines in a secure area.

6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

V. Information Security Incidents and/or Breaches

- a. **Incidents and/or Breaches Response Responsibility.** The Contractor shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management.
- b. **Discovery and Notification of Incidents and/or Breaches.** The Contractor shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of CDSS CSP if the CDSS CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, actual loss, or unauthorized use or disclosure of the CDSS CSP in violation of this Agreement, this provision, or applicable law. The Contractor shall take:
 - i. Prompt corrective action to mitigate the risks or damages involved with the Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- c. **Isolation of System or Device.** A system or device, containing CDSS CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from Contractor's production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. CDSS must be contacted prior to placing the previously compromised system or device, containing CDSS CSP, back in the production environment. The affected system or device, containing CDSS CSP, shall not be returned to operation in the production environment until the CDSS Information Security and Privacy Officer gives its approval.
- d. **Investigation of Incidents and/or Breaches.** The Contractor shall promptly investigate such Incidents and/or Breaches.
- e. **Updates on Investigation.** The Contractor shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until they are no longer needed, as mutually agreed upon between the Contractor and the CDSS Information Security and Privacy Officer.
- f. **Written Report.** The Contractor shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within ten (10) working days of the discovery of the Incident and/or Breach. To the extent Contractor has such information, the report shall include but not be limited to the following:
 - i. Contractor point of contact information;
 - ii. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;

- iii. Description of the types of CDSS CSP that were involved and the extent of the information involved in the Incident and/or Breach;
- iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
- v. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
- vi. A description of the probable causes of the improper use or disclosure;
- vii. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
- viii. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.

g. Notification of Individuals. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as reasonably determined by CDSS. Contractor shall be responsible for the notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.

VI. Contact Information. To direct communications to the above referenced CDSS staff, the Contractor shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDSS Program Contract Manager	CDSS Information Security & Privacy Officer
See the Scope of Work exhibit for Program Contract Manager information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

VII. Audits and Inspections. From time to time, CDSS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer in writing. The fact that CDSS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit.

VIII. Amendment. The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.

- IX. Interpretation.** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- X. Termination.** An information Incident and/or Breach by Contractor, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Contractor and CDSS and grounds for immediate termination of the Agreement.

CALIFORNIA DEPARTMENT of SOCIAL SERVICES USER CONFIDENTIALITY AGREEMENT

Information resources maintained by the California Department of Social Services (CDSS) and provided to your entity may be confidential, sensitive, and/or personal. Confidential, Sensitive, and/or Personal (CSP) information is not open to the public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The CDSS strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal penalty.

INITIAL I hereby acknowledge that the confidential and/or sensitive records of the CDSS are subject to strict confidentiality requirements imposed by state and federal law include the California Welfare and Institutions Code §10850, Information Practices Act – California Civil Code §1798 et seq., Public Records Act – California Government Code §6250 et seq., California Penal Code §502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50.

INITIAL I acknowledge that my supervisor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization, the CDSS, and of the State.

INITIAL I acknowledge that I will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes of providing the requested services to CDSS and meeting its obligations under the Agreement.

INITIAL I acknowledge that the Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other entity workforce members under Contractor’s direct control who intentionally or negligently violate any provisions of this Exhibit.

INITIAL I acknowledge that unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS and the Contractor and may be subject to penalties, both civil and criminal.

INITIAL I hereby agree to protect the CDSS’ information on either paper or electronic form by:

- Only accessing or using the CDSS supplied information as specified in the Agreement for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing CSP information to or with anyone who does not have the need to know.
- Never removing CSP information from the work site without authorization.
- Following encryption requirements for all CSP information in any portable device or media.

“I certify that I have read and initialed the confidentiality statements printed above and will abide by them.”

Name (Printed): _____

Signature: _____

Date Signed: _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Letter from White Mountain Fire Chief

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A letter to Ray McGrale, Mono County Paramedic, from Dave Doonan, White Mountain Fire Department Chief, giving thanks for help with an EMT class for White Mountain Fire.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: X5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter from White Mountain Fire Chief

History

Time	Who	Approval
8/30/2017 6:58 PM	County Administrative Office	Yes
8/21/2017 2:28 PM	County Counsel	Yes
8/29/2017 8:46 AM	Finance	Yes

Ray,

I wanted to take a minute and thank you again for your tireless effort in teaching the EMT class for White Mountain Fire. I am truly thankful for such dedication in providing a solid, legitimate, engaging class for my responders. As you know, we are trying to solve a long standing problem of EMS delivery in this remote area of the county. This class is the first step. Your energy and positive outlook has generated a level of commitment from our people that, frankly, was more than I expected! When you ask volunteers to give 4-5 hours, 2 nights per week, in addition to their jobs and family commitments, for no compensation and have an 80-90% attendance at any given time, you are doing something right. This class is an immense amount of work for both you and the attendees, but it is a vital step in the plans we have for making this area of the county a model for volunteer EMS delivery in "frontier", rural areas.

As you know, and we have talked about, we could not have done this without the support of Bob Rooks. His support of your mission out here does not go unnoticed. Also, the support that the Mono County Board of Supervisors and Mono County Fire Chiefs have given will prove instrumental in completing this project. Without this kind of support, we would be struggling to accomplish this monumental task. I am extremely thankful that the right people were in the right place at the right time.

I look forward to continuing and completing this class with you. If there is anything you ever need from me, let me know. In the meantime, we will not take our eyes off of the goal.

Thank you!

Dave Doonan
Chief
White Mountain Fire Department



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT BLM Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from the Bureau of Land Management Bishop Field Office discussing their intent to develop site specific project plans for proposed sagebrush habitat restoration units in the Bodie Hills.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
BLM Letter

History

Time	Who	Approval
8/30/2017 12:58 PM	County Administrative Office	Yes
8/29/2017 2:33 PM	County Counsel	Yes
8/29/2017 8:36 AM	Finance	Yes



United States Department of the Interior
BUREAU OF LAND MANAGEMENT

Bishop Field Office
351 Pacu Lane, Suite 100
Bishop, California 93514
www.blm.gov/california



August 20, 2017

9200 (CA-170.3110) P

Mono County Board
Dear Interested Party,

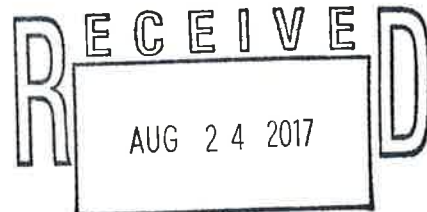
The Bureau of Land Management (BLM) Bishop Field Office is developing site specific project plans for four proposed sagebrush habitat restoration units in the Bodie Hills near the communities of Bridgeport and Lee Vining, California (see attached map). The four areas currently being considered for restoration are characterized by a mosaic of big sagebrush and low sagebrush habitats that are in the early stages of conifer encroachment. These areas include scattered, low density pinyon and juniper trees that are expanding into high priority habitat for greater sage-grouse and other sagebrush dependent species. Conifer expanding into these areas would be removed to restore these otherwise intact sagebrush steppe habitats.

As currently proposed, trees would be cut with hand tools or chainsaws. The cut material would be lopped and scattered where the trees are small and sparse or piled and burned in areas with more tree cover. All older trees (older than 150 years old) would be retained. The BLM is reviewing these proposed habitat restoration treatments as part of the Bodie Hills Upland Vegetation Restoration Project which was approved on March 31, 2015.

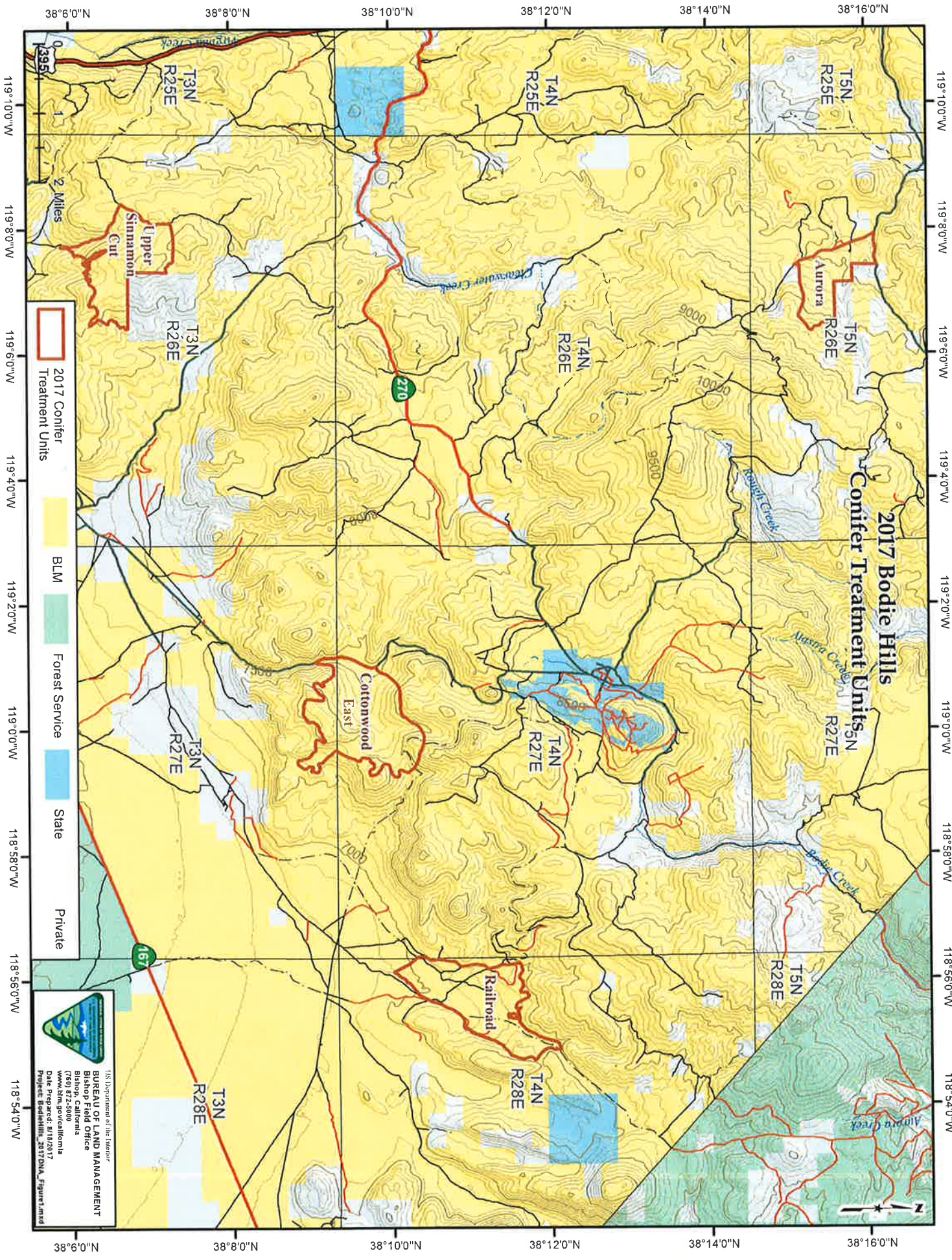
All interested public are invited to join us on Tuesday, September 11, 2017, for a field trip to view the proposed habitat restoration areas and discuss the proposed habitat restoration treatments. The group will meet at the parking lot of the Mono Basin Scenic Area Visitor Center, located on U.S. Highway 395 just north of Lee Vining, at 9:00 am. The BLM will provide several multi-passenger vehicles for the trip. Any private vehicles going along should be capable of driving on unimproved dirt roads. All participants should come prepared for a day outside. Please contact Heather Stone at 760-873-2561 or hstone@blm.gov with questions or to RSVP if you plan to attend.

Sincerely,

Steven Nelson
Bishop Field Manager



OFFICE OF THE CLERK



2017 Bodie Hills Conifer Treatment Units

- 2017 Conifer Treatment Units
- BLM
- Forest Service
- State
- Private



(US Department of the Interior)
BUREAU OF LAND MANAGEMENT
 Bishop Field Office
 Bishop, California
 (760) 872-5000
 www.blm.gov/california
 Date Prepared: 8/18/2017
 Project: BodieHills_2017DWA_Figure1.mxd





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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Economic Development

TIME REQUIRED 30 minutes (15 minute presentation;
15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Alicia Vennos/Jeff Simpson

SUBJECT Economic Development Presentation

AGENDA DESCRIPTION:

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

Presentation by Alicia Vennos and Jeff Simpson regarding Economic Development, Tourism, Film Commission and Fisheries initiatives, highlights and strategic directions.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time	Who	Approval
8/30/2017 4:04 PM	County Administrative Office	Yes
8/21/2017 2:02 PM	County Counsel	Yes
8/30/2017 4:37 PM	Finance	Yes



STAFF REPORT
Mono County Board of Supervisors
Regular Meeting – September 5, 2017

SUBJECT: Economic Development Presentation by Alicia Vennos and Jeff Simpson.

RECOMMENDATION: Receive presentation.

BACKGROUND: The Mono County Economic Development, Tourism & Film Commission and the Economic Development staff appreciate the opportunity to update the Board on the highlights of past, current and upcoming tourism, filming, fisheries, and economic development initiatives. The value of potential research studies will also be discussed – the only visitor profile study and economic impact study was done in 2008; an advertising conversion study was conducted in 2010; and the first-ever county-wide Business Retention & Expansion Study will be implemented this year in conjunction with Mammoth Lakes Chamber of Commerce.

DISCUSSION: Feedback and suggestions from the Board are welcome.

FISCAL IMPACT: None.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Public Health

TIME REQUIRED 1 hour (30 minute presentation; 30 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Nancy Mahannah, Sandra Pearce

SUBJECT Tobacco Control Policy Update and Amendments to Chapter 7.92 of the Mono County Code

AGENDA DESCRIPTION:

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

Presentation by Nancy Mahannah on Tobacco Control Policy Update and Amendments to Chapter 7.92 of the Mono County Code

RECOMMENDED ACTION:

1. Receive presentation on tobacco control policies and statistics as well as proposed amendments to Mono County Code (MCC) Chapter 7.92, including suggested changes to tobacco policies related to smoke-free zones, multi-unit housing, sale of flavored tobacco, and enforcement and prohibitions. 2. Following discussion of the proposed amendments to MCC Chapter 7.92, provide feedback on any additional changes and any further staff direction.

FISCAL IMPACT:

There is no impact to the Mono County General Fund. Implementation of ordinance amendments would be funded through the Tobacco Tax and Health Protection Act of 1988 and The California Healthcare, Research and Prevention Tobacco Tax Act of 2016.

CONTACT NAME: Nancy Mahannah

PHONE/EMAIL: 760-924-4612 / nmahannah@mono.ca.gov

SEND COPIES TO:

Nancy Mahannah

Sandra Pearce

Christy Milovich

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download[☐ BOS Staff Report](#)[☐ MCC Chapter 7.92 \(Mono County's current Tobacco Policy\)](#)[☐ Proposed Amendments to MCC Chapter 7.92](#)[☐ Research Findings Appendices](#)[☐ Smokefree Housing Ordinance Checklist](#)[☐ Policy Options for Flavored Tobacco Products](#)[☐ Presentation](#)

History

Time	Who	Approval
8/30/2017 7:44 PM	County Administrative Office	Yes
8/22/2017 6:41 PM	County Counsel	Yes
8/30/2017 4:36 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: September 5, 2017
TO: Honorable Board of Supervisors
FROM: Nancy Mahannah, Public Health Program Manager
SUBJECT: Tobacco Control Policy Update and Amendments to Chapter 7.92 of the Mono County Code

Recommendation

- Receive presentation on tobacco control policies and statistics as well as proposed amendments to Mono County Code (MCC) Chapter 7.92, including suggested changes to tobacco policies related to smoke-free zones, multi-unit housing, sale of flavored tobacco, and enforcement and prohibitions.
- Following discussion of the proposed amendments to MCC Chapter 7.92, provide feedback on any additional changes and any further staff direction.

Discussion

Cigarette smoking is the leading cause of preventable death, responsible for more than 480,000 deaths per year in the United States, including more than 41,000 deaths resulting from secondhand smoke exposure. For every person who dies because of smoking, at least 30 people live with a serious smoking-related illness. Smoking harms nearly every organ of the body and causes cancer, heart disease, stroke, lung diseases, diabetes, and chronic obstructive pulmonary disease (COPD), which includes emphysema and chronic bronchitis.

https://www.cdc.gov/tobacco/data_statistics/fact_sheets/index.htm

The California Tobacco Control Program (CTCP) under the California Department of Public Health (CDPH) has been a leader for over 25 years in keeping tobacco out of the hands of youth, helping tobacco users quit, and ensuring that all Californians can live, work, play, and learn in tobacco-free environments. Since the program inception in 1989, there has been a decline in the number of adult smokers by more than 50 percent. California's efforts are credited with saving more than 1,000,000 lives and saving over \$134 billion in healthcare costs for the state. CTCP empowers local health agencies to promote health and quality of life by advocating for social norms that create a tobacco-free environment. This is accomplished through funding community interventions which focus on policy, system, and environmental change in four priority areas:

1. Limit Tobacco Promoting Influences.
2. Reduce Exposure to Secondhand Smoke, Tobacco Smoke Residue, Tobacco Waste, and other Tobacco Products.
3. Reduce the Availability of Tobacco.
4. Promote Tobacco Cessation.

<https://archive.cdph.ca.gov/programs/tobacco/Pages/Welcome.aspx>

Today's presentation and discussion will focus on priority areas 2 and 3; reducing the exposure to second and third hand smoke, and reducing the availability of flavored tobacco products. While Mono County already has an established Tobacco Ordinance (MCC Chapter 7.92, adopted 7/02), which prohibits smoking within 20 feet from County buildings, many counties and cities across California have expanded and enacted more comprehensive smoke-free laws to protect the health and wellness of their residents and visitors. Those promoting smoke-free policies often encounter opponents who make the argument that they have the "right to smoke," however the U.S. Constitution does not extend special protection to smokers.

<http://www.changelabsolutions.org/publications/no-constitutional-right-smoke>

A wealth of research supports the use of tobacco control policy to prevent tobacco-related disease and death and to prevent new generations from becoming addicted to tobacco. Evidence-based policy methods of encouraging tobacco cessation and preventing initiation of tobacco use will be presented, in addition to results of local public opinion surveys for those affected by the potential policies that will be discussed today. Proposed amendments to MCC 7.92 include:

- creation of smoke free zones 20 feet from business doorways, windows and ventilation systems and in outdoor dining;
- creation of smoke free multiunit housing within all units, in common areas, on patios, balconies and 20 feet from doorways;
- inclusion of electronic cigarettes and vaping in the definition of smoking; and
- the elimination of flavored and menthol tobacco sales in the county

Fiscal impact

There is no impact to the Mono County General Fund.

Implementation of ordinance amendments would be funded through the Tobacco Tax and Health Protection Act of 1988 and The California Healthcare, Research and Prevention Tobacco Tax Act of 2016.



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284

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

Attachments

- MCC Chapter 7.92 (Mono County's current smoking policy 7.92)
- Proposed Amendments to MCC 7.92
- Research Findings in support of the Proposed Changes to MCC 7.92: Appendices A-C
- Smokefree Housing Ordinance Checklist
- Policy Options for Restricting the Sale of Menthol Cigarettes and other Flavored Tobacco Products
- Tobacco Control Policy Update PowerPoint Presentation

For questions regarding this item, please call Nancy Mahannah at (760) 924-4621.

Submitted by: Nancy Mahannah, Public Health Program Manager

Reviewed by: Sandra Pearce, Public Health Director

Chapter 7.92 - TOBACCO

Sections:

7.92.010 - Definitions.

- A. "County" shall mean the county of Mono.
- B. "County building" shall mean any county-owned building including, but not limited to, the Bridgeport courthouse, Bridgeport annexes I and II, the Bridgeport sheriff and probation department buildings, the county road shops and all community and senior centers.
- C. "Smoke or smoking" means the carrying or holding of a lighted pipe, cigar or cigarette of any kind or the lighting, emitting or exhaling the smoke of a pipe, cigar or cigarette of any kind.

(Ord. 02-06 § 1 (part), 2002.)

7.92.020 - Prohibitions—County buildings.

- A. Smoking shall be prohibited within twenty feet from main entrances, open windows, ventilation intake systems and covered entryways of any county building.
- B. Signs shall be posted in all county buildings which shall have wording similar to the following: "NO SMOKING WITHIN 20 FEET OF MAIN ENTRANCES, EXITS, OPEN WINDOWS, VENTILATION INTAKE SYSTEMS AND COVERED ENTRYWAYS."

(Ord. 02-06 § 1 (part), 2002.)

7.92.030 - Violation and enforcement.

- A. Any person who violates any provision of this article, upon conviction thereof, shall be guilty of an infraction and subject to a fine (not including court-imposed mandatory penalties) of twenty dollars for the first violation, thirty dollars for the second violation, and forty dollars for any subsequent violation.
- B. A schedule of court-imposed mandatory penalties applicable to the above fine amounts is available from the clerk of the Mono County superior court.

(Ord. 02-06 § 1 (part), 2002.)

Sections:

7.92.010	Definitions.
7.92.020	Prohibitions – locations where smoking is prohibited.
7.92.030	Reasonable smoking distance required – 20 feet.
7.92.040	Multi-Unit Housing.
7.92.050	Signage.
7.92.060	Duty of person, employer, business or nonprofit entity.
7.92.070	Sale of flavored products prohibited.
7.92.080	Penalties and enforcement.

7.92.010 - Definitions.

- A. "County" shall mean the county of Mono.
- B. "County Building" shall mean any county-owned building including, but not limited to, the Bridgeport courthouse, Bridgeport annexes I and II, the Bridgeport sheriff and probation department buildings, the county road shops and all community and senior centers.
- C. "Business" means any sole proprietorship, partnership, joint venture, corporation, association, or any other entity formed for profit-making purposes or that has an Employee, as defined in this section.
- D. "Characterizing Flavor" means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a Tobacco Product or any byproduct produced by the Tobacco Product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice; provided, however, that a Tobacco Product shall not be determined to have a Characterizing Flavor solely because of the use of additives or flavorings or the provision of ingredient information.
- E. "Dining Area" means any area available to or customarily used by the general public, that is designed, established, or regularly used for consuming food or drink.
- F. "Electronic Smoking Device" means an electronic device that can be used to deliver an inhaled dose of nicotine or other substances, including any component, part or accessory of such a device, whether or not sold separately.
- G. "Employee" means any person who is employed; retained as an independent contractor by any Employer, as defined in this section; or any person who volunteers his or her services for an Employer, association, nonprofit, or volunteer entity.
- H. "Employer" means any person, partnership, corporation, association, nonprofit or other entity which employs or retains the service of one or more persons, or supervises volunteers.
- I. "Enclosed Area" means:

- a. any covered or partially covered space having more than 50% of its perimeter area walled in or otherwise closed to the outside such as, for example, a covered porch with more than two walls; or
 - b. any space open to the sky (hereinafter “uncovered”) having more than 75% of its perimeter area walled in or otherwise closed to the outside such as, for example, a courtyard, except that an uncovered space of three thousand (3000) square feet or more is not enclosed, such as, for example, a field in an open-air arena.
- J. “Flavored Tobacco Product” means any Tobacco Product that imparts a Characterizing Flavor.
- K. “Labeling” means written, printed, or graphic matter upon any Tobacco Product or any of its Packaging, or accompanying such Tobacco Product.
- L. “Manufacturer” means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a Tobacco Product; or imports a finished Tobacco Product for sale or distribution into the United States.
- M. “Multi-Unit Residence” means any residential structure with two (2) or more Units and has at least one or more shared walls, floors, or ceilings. Additionally, a residential structure that has two (2) or more Units and has a shared ventilation system is considered a Multi-Unit Residence.
- A Multi-Unit Residence **does not** include the following:
- a. a single-family residence with a detached in-law or secondary dwelling unit;
 - b. a single, contiguous residence in which rent is shared by the residents; and
 - c. A hotel or motel that meets the requirements of California Civil Code section 1940, subdivision (b) (2).
- N. “Multi-Unit Residence Common Area” means any indoor or outdoor common area of a Multi-Unit Residence accessible to and usable by more than one residence, including but not limited to halls, lobbies, laundry rooms, outdoor eating areas, play areas, swimming pools and recreation areas.
- O. “Nonprofit Entity” means any entity that meets the requirements of California Corporations Code Section 5003 as well as any corporation, unincorporated association or other entity created for charitable, religious, philanthropic, educational, political, social or similar purposes, the net proceeds of which are committed to the promotion of the objectives or purposes of the entity and not to private gain. A public agency is not a Nonprofit Entity within the meaning of this section.
- P. “Packaging” means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a Tobacco Product is sold or offered for sale to a consumer.

- Q. "Place of Employment" means any area under the legal or de facto control of an Employer, Business or Nonprofit Entity that an Employee or the general public may have cause to enter in the normal course of operations, but regardless of the hours of operation, including, for example, indoor and outdoor work areas, construction sites, vehicles used in employment or for business purposes, taxis, employee lounges, conference and banquet rooms, bingo and gaming facilities, long-term health facilities, warehouses, and private residences that are used as childcare or health care facilities subject to licensing requirements.
- R. "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.
- S. "Playground" means any park or recreational area designated in part to be used by children that has play or sports equipment installed or has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds, or on County property.
- T. "Public Place" means any place, public or private, open to the general public regardless of any fee or age requirement, including, for example, bars, restaurants, clubs, stores, stadiums, parks, Playgrounds, taxis and buses.
- U. "Reasonable Distance" means a distance of at least twenty (20) feet to ensure that occupants of a building and those entering or existing the building are not exposed to secondhand smoke created by smokers outside of the building.
- V. "Recreational Area" means any area, public or private, open to the public for recreational purposes regardless of any fee requirement, including, for example, parks, gardens, sporting facilities, stadiums, and playgrounds.
- W. "Service Area" means any area designed to be or regularly used by one or more persons to receive or wait to receive a service, enter a public place, or make a transaction whether or not such service includes the exchange of money, including, for example, ATMs, bank teller windows, telephones, ticket lines, bus stops, and cab stands.
- X. "Smoking" means inhaling exhaling, burning or carrying any lighted, heated or ignited cigar, cigarette, vaporizer, joint, cigarillo, pipe, hookah or Electronic Smoking Device.
- Y. "Smoking Product" means any substance containing cannabis or tobacco leaf or meant to be used in conjunction with an e-cigarette or any other type of smoking or vaporizing contraption including but not limited to cannabis, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco or any other preparation of tobacco, including Indian cigarettes called "bidis", and cartridges and liquid solutions for e-cigarettes, which may be utilized for smoking, chewing, inhaling or other manner of ingestion.
- Z. "Tobacco Paraphernalia" means any item designed or marketed for the consumption,

use, or preparation of Tobacco Products.

AA. "Tobacco Product" means:

- a. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff.
- b. Any electronic device that delivers nicotine or other similar substances to the person inhaling from the device, including, but not limited to an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.
- c. Notwithstanding any provision of subsections (a) and (b) to the contrary, "Tobacco Product" includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

BB. "Tobacco Retailer" means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, Tobacco Products or Tobacco Paraphernalia. "Tobacco Retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.

CC. "Unit" means a personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use Enclosed Area or unenclosed area, such as for example, a private balcony, porch, deck or patio. "Unit" includes, without limitation, an apartment; a condominium; a townhouse; a room in a motel or hotel; a dormitory room.

7.92.020 – Prohibitions – locations where smoking is prohibited.

- A. Except as otherwise provided in this Chapter, Smoking of any Smoking product is prohibited in the following enclosed and unenclosed locations in the County:
 - a. All areas where smoking is prohibited by state or federal law, including, but not limited to, indoor workplaces, bars and restaurants (California Labor Code Section 6404.5); state, county, and city buildings (California Government Code

Sections 7596 through 7598); and tot lots and playgrounds (California Health and Safety Code Section 104495).

- b. County vehicles.
 - c. Public parks.
 - d. Recreational Areas.
 - e. Service Areas.
 - f. Public Places, when being used for a public event, including a sporting events, farmer's market, parade, craft fair, or any event which may be open to or attended by the general public, provided that smoking is permitted on streets and sidewalks being used in a traditional capacity as pedestrian or vehicular thoroughfares, unless otherwise prohibited by this Chapter or other law.
- B. Nothing in this Chapter prohibits any person or employer with legal control over any property from prohibiting smoking on any part of such property.

7.92.030 – Reasonable smoking distance required – 20 Feet.

- A. Smoking shall occur at a Reasonable Distance of at least twenty (20) feet outside any Enclosed Area where smoking is prohibited to ensure that smoke does not enter the area through entrances, windows, ventilation systems or any other means to ensure that those indoors and those entering or leaving the building are not involuntarily exposed to secondhand tobacco smoke or Electronic Smoking Device or vapor.

7.92.040 – Multi-Unit Housing.

- A. Beginning six months after the effective date of this ordinance, Smoking is prohibited in all Units and all Multi-Unit Residence Common Areas.
- B. Notwithstanding subsection (C), a person with legal control over a Multi-Unit Residence Common Area, or authorized representative of such person, may designate a portion of said area as a smoking area provided that at all times the designated smoking area complies with subsection (C) below.
- C. A designated smoking area:
- a. Shall be an unenclosed and clearly delineated area, as described in this subsection;
 - b. Shall be located at least 20 feet in any direction from any operable doorway, window, opening or other vent into an Enclosed Area that is located at the Multi-Unit Residence;
 - c. Shall have a clearly marked perimeter and be identified by conspicuous signs;
 - d. Shall have receptacles designed for and primarily used for disposal of tobacco waste and shall be maintained free of tobacco related litter including but not limited to cigarette butts;

- e. Shall not include, and shall be at least 20 feet in any direction from the following areas at the Multi-Unit Residence:
 - 1. Playground or similar area where primarily children play; and
 - 2. Areas with improvements that facilitate physical activity including playgrounds and swimming pools;
- D. No person with legal control over a Multi-Unit Residence Common Area or other area in which smoking is prohibited by this Chapter or other law shall knowingly permit the presence of ash trays, ash cans, or other receptacles designed for or primarily used for disposal of smoking waste within the area. Such person with legal control over a common or other area in which smoking is prohibited by this Chapter or other law shall maintain such area free of tobacco litter or waste.
- E. Additional smoking-related prohibitions related to Multi-Unit Residences:
 - a. No person shall smoke in any nonsmoking area;
 - b. No person with legal control over any nonsmoking area, or authorized representative of such person, shall knowingly permit smoking in any nonsmoking area that is under the person's control. The person with legal control of the nonsmoking areas, or authorized representative of such person, shall keep the area free of any tobacco litter or waste;
 - c. No person shall intimidate or harass any person who seeks compliance with this Chapter. Moreover, no person shall intentionally or recklessly expose another person to smoke in response to that person's effort to achieve compliance with this Chapter. Violation of this subsection (c) shall constitute a misdemeanor;
 - d. Causing, permitting, aiding, or abetting a violation of any provision of this Chapter shall also constitute a violation of this Chapter.
- F. Signage at Multi-Unit Residences must comply with section 7.92.050.
- G. Required and implied terms in a lease and a purchase and sale agreement:
 - a. Every lease or other rental agreement for the occupancy of a Unit in a Multi-Unit Residence entered into, renewed, or continued month-to-month after the effective date of this ordinance shall include the following:
 - 1. A provision stating in substance that it is a material breach of the lease/rental agreement for the tenant, or any other person subject to the control of the tenant or present by invitation or permission of the tenant, to: (i) smoke 6 months or more after the effective date of this ordinance in any existing Unit or in any common area of the property other than a designated smoking area (i) smoke in a new Unit or (iii) violate any law regulating smoking anywhere on the property;

2. A clear description of all areas on the property where smoking is allowed or prohibited;
 3. A clause expressly conveying third-party beneficiary status to all tenants and lawful occupants of the Multi-Unit Residence as to the smoking provisions of the agreement.
- b. Every agreement for the purchase and sale of any Multi-Unit Residence or any new or existing Unit in a Multi-Unit Residence entered into after the effective date of this ordinance shall include the following:
1. A provision stating in substance that it is a material breach of the agreement for any resident of the Multi-Unit Residence or Unit, or any other person subject to the control of a resident or present by invitation or permission of a resident, to (i) smoke six months or more after the effective date of this ordinance in an existing Unit or in any common area of the property other than a designated smoking area unless the property has any existing Units, (ii) smoke in a new Unit, or (iii) violate any law regulating smoking anywhere on the property;
 2. A clear description of all areas on the property where smoking is allowed or prohibited;
 3. A provision expressly conveying third-party beneficiary status to all property owners and lawful occupants of the Multi-Unit Residence as to the smoking provisions of the agreement.
- c. Whether or not a landlord, property manager, property owner or homeowners' association complies with the applicable provisions of subsections (a) and (b), the provisions required by those subsections shall be implied and incorporated by law into every agreement to which those subsections apply and shall become effective as of the earliest possible date on which the landlord, property manager, property owner or homeowners' association could have made the insertions pursuant to subsection (a) or (b).
- d. This Chapter shall not create liability in a landlord, property manager, property owner, or homeowners' association for a breach of any smoking provision in a lease or other rental agreement for the occupancy of a Unit in a Multi-Unit Residence, or in an agreement for the purchase and sale agreement of a Multi-Unit Residence or any Unit in a Multi-Unit Residence if that person or entity has fully complied with the applicable provisions of subsections (a) and (b).
- e. Failure to enforce any smoking provision required by this Chapter shall not affect the right to enforce such provision in the future, nor shall a waiver of any breach constitute a waiver of any subsequent breach or a waiver of the provision itself.

7.92.050 – Posting of signs.

- A. Posting of signs shall be the responsibility of the owner, operator, manager or other person having control of the place where smoking is prohibited by this chapter in

cooperation with the Mono County Public Health Department. Except in facilities owned or leased by county, state, or federal governmental entities, "No Smoking" signs with letters of not less than one inch in height or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently and conspicuously posted in every room, building or other place smoking is regulated by this chapter, including, but not limited to, all entrances, all restrooms, all elevators, and at least one conspicuous place within an unenclosed area where smoking is prohibited. Signs of equivalent size and character reading "Smoking Permitted" may be posted where legally applicable. Alternative means of notification (individual place cards, film clips, etc.) may be employed, provided they are equivalent to the aforementioned signs in their effect. The requirement to post signs pursuant to this section shall not apply to the inside the Units of Multi-Unit Residences. Any owner, manager, operator, Employer or Employee or other person having control of a place where smoking is prohibited by this chapter shall not be deemed to be in violation of this Chapter if signs have been posted in a manner consistent with the requirements of this section. For purposes of this chapter, the County manager or designee shall be responsible for the posting of signs in regulated facilities owned or leased in part by the County.

7.92.060 - Duty of person, employer, business or nonprofit entity.

- A. Notwithstanding any other provision of this Chapter, any owner, landlord, Employer, Business, Nonprofit Entity, or any other person who controls any property, establishment, or Place of Employment regulated by this chapter may declare any part of such area in which smoking would otherwise be permitted to be a nonsmoking area.

7.92.070 - Sale of flavored tobacco products prohibited.

- A. It shall be a violation of this Chapter for any Tobacco Retailer or any of the Tobacco Retailer's agents or Employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any Flavored Tobacco Product.
- B. There shall be a rebuttable presumption that a Tobacco Retailer in possession of four or more Flavored Tobacco Products, including but not limited to individual Flavored Tobacco Products, packages of Flavored Tobacco Products, or any combination thereof, possesses such Flavored Tobacco Products with intent to sell or offer for sale.
- C. There shall be a rebuttable presumption that a Tobacco Product is a Flavored Tobacco Product if a Tobacco Retailer, Manufacturer, or any employee or agent of a Tobacco Retailer or Manufacturer has:
 - a. made a public statement or claim that the Tobacco Product imparts a Characterizing Flavor;

- b. used text and/or images on the Tobacco Product's Labeling or Packaging to explicitly or implicitly indicate that the Tobacco Product imparts a Characterizing Flavor; or
- c. taken action directed to consumers that would be reasonably expected to cause consumers to believe the Tobacco Product imparts a Characterizing Flavor.

7.92.080 - Penalties and enforcement.

- A. Any person or business who violates any provision of this article, upon conviction thereof, shall be guilty of an infraction and subject to a fine (not including court-imposed mandatory penalties) of \$100.00 for the first violation, \$200.00 for the second violation, and \$500.00 for any subsequent violation.
- B. A schedule of court-imposed mandatory penalties applicable to the above fine amounts is available from the clerk of the Mono County superior court.

DRAFT

APPENDIX A

FINDINGS REGARDING OUTDOOR SECOND HAND SMOKE

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health challenge, as evidenced by the following:

- 480,000 people die prematurely in the United States from smoking-related diseases every year, making tobacco use the nation's leading cause of preventable death;¹ and
- Tobacco use can cause disease in nearly all organ systems and is responsible for 87 percent of lung cancer deaths, 79 percent of all chronic obstructive pulmonary disease deaths, and 32 percent of coronary heart disease deaths;² and

WHEREAS, secondhand smoke has been repeatedly identified as a health hazard, as evidenced by the following:

- The U.S. Surgeon General concluded that there is no risk-free level of exposure to secondhand smoke;³ and
- The California Air Resources Board placed secondhand smoke in the same category as the most toxic automotive and industrial air pollutants by categorizing it as a toxic air contaminant for which there is no safe level of exposure;^{4,5} and
- The California Environmental Protection Agency (EPA) included secondhand smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm;⁶ and

WHEREAS, exposure to secondhand smoke anywhere has negative health impacts, and exposure to secondhand smoke occurs at significant levels outdoors, as evidenced by the following:

- Levels of secondhand smoke exposure outdoors can reach levels attained indoors depending on direction and amount of wind and number and proximity of smokers;^{7,8} and
- Smoking cigarettes near building entryways can increase air pollution levels by more than two times background levels, with maximum levels reaching the "hazardous" range on the United States EPA's Air Quality Index;⁸ and

- To be completely free from exposure to secondhand smoke in outdoor places, a person may have to move nearly 23 feet away from the source of the smoke, about the width of a two-lane road;^{8,9} and

WHEREAS, exposure to secondhand smoke causes death and disease, as evidenced by the following:

- Since 1964, approximately 2.5 million nonsmokers have died from health problems caused by exposure to secondhand smoke;^{2,10} and
- Secondhand smoke is responsible for an estimated 41,300 heart disease-related and lung cancer-related deaths among adult nonsmokers each year in the United States;¹⁰ and
- Exposure to secondhand smoke increases the risk of coronary heart disease by about 25 percent to 30 percent¹¹ and increases the risk of stroke by 20 percent to 30 percent;¹² and

WHEREAS, tobacco use and exposure to secondhand smoke impose great social and economic costs, as evidenced by the following:

- Between 2009 and 2012, the total annual economic burden of smoking in the United States was between \$289 billion and \$332.5 billion;¹ and
- From 2005 to 2009, the average annual health care expenditures attributable to smoking were approximately \$132.5 billion to \$175.9 billion in direct medical care costs for adults and \$151 billion in lost productivity;¹ and
- The total annual cost of smoking in California was estimated at \$548 per resident or between \$2,262 and \$2,904 per smoker per year;¹³ and
- California's Tobacco Control Program saved the state and its residents \$134 billion in health care expenditures between the year of its inception, 1989, and 2008, with savings growing yearly;¹³ and

WHEREAS, laws restricting the use of tobacco products have recognizable benefits to public health and medical costs with a review of over 80 peer-reviewed research studies showing that smokefree policies effectively do the following:

- Reduce tobacco use: tobacco use is reduced by median of 2.7 percent;¹⁴ and
- Reduce exposure to secondhand smoke: air pollution is reduced by a median of 88 percent and biomarkers for secondhand smoke are reduced by a median of 50 percent;¹⁴ and
- Increase the number of tobacco users who quit by a median of 3.8 percent;¹⁴ and

- Reduce initiation of tobacco use among young people;¹⁴ and
- Reduce tobacco-related illnesses and death: there is a 5.1 percent median decrease in hospitalizations from heart attacks and a 20.1 percent decrease in hospitalizations from asthma attacks after such laws are passed;¹⁴ and

WHEREAS, laws restricting electronic smoking devices use also have benefits to the public as evidenced by the following:

- Research has found at least ten chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm,^{6, 15, 16, 17} such as formaldehyde, acetaldehyde, lead, nickel, and toluene;^{18,19, 20} and
- More than one study has concluded that exposure to vapor from electronic smoking devices may cause passive or secondhand vaping;^{18,20,21} and
- The use of electronic smoking devices in smokefree locations threatens to undermine compliance with smoking regulations and reverse the progress that has been made in establishing a social norm that smoking is not permitted in public places and places of employment;²² and
- The State of California's Tobacco Education and Research Oversight Committee (TEROC) "opposes the use of e-cigarettes in all areas where other tobacco products are banned,"²³ and

WHEREAS, cigarette butts are a major and persistent source of litter, as evidenced by the following:

- In 2007, it was estimated that Americans consume 360 billion cigarettes each year;^{29, 30} and
- 55.7 percent of smokers admit to littering cigarettes in the last month;³¹ and
- In an observational study of nearly 10,000 individuals, after cigarettes were smoked, 45 percent of cigarettes ended up as litter;³⁰ and
- In 2011, 22.6 percent of all debris collected from beaches and coastal areas are smoking related products;³² and
- Cigarette butts are often cast onto sidewalks and streets, and frequently end up in storm drains that flow into streams, rivers, bays, lagoons, and ultimately the ocean;^{32, 33} and

WHEREAS, cigarette butts pose a health threat to young children, as evidenced by the following:

- In 2012, American poison control centers received nearly 8,648 reports of poisoning by the ingestion of cigarettes, cigarette butts, and other tobacco products and 84.5 percent of these poisonings were in children ages five and younger;³⁴ and
- Children who ingest cigarette butts can experience vomiting, nausea, lethargy, and gagging;³⁵ and

WHEREAS, though widely perceived as a comprehensive smokefree air law, exemptions and loopholes in the California Smokefree Workplace Act³⁶ mean that one in seven Californians faces secondhand smoke exposure at work;³⁷ and

WHEREAS, exemptions and loopholes in the California Smokefree Workplace Act³⁶ disproportionately impact low-income and communities of color as evidenced by the following:

- California Labor Code does not prohibit smoking in hotels, cabs of trucks, warehouses, long-term care facilities, outdoor places of employment, small businesses, tobacco shops, and private smokers' lounges, which disproportionately employ individuals of low-income and individuals of color;^{38, 39, 40} and
- Male and Hispanic/Latino workers are the most likely to report being exposed to secondhand smoke at work;⁴¹ and

WHEREAS, California cities and counties have the legal authority to adopt local laws that make all indoor places of employment nonsmoking;⁴² and

WHEREAS, state law prohibits smoking within 25 feet of playgrounds and tot lots and expressly authorizes local communities to enact additional restrictions;⁴³ and

WHEREAS, the state smokefree workplace law does not expressly prohibit the use of electronic smoking devices in enclosed workplaces;³⁶ and

WHEREAS, there is broad public recognition of the dangers of secondhand smoke and support for smokefree air laws, as evidenced by the following:

- A 2008 survey of California voters found that 97 percent thought that secondhand smoke

is harmful, 88 percent thought secondhand smoke was harmful even outdoors, 65 percent were bothered by secondhand smoke, and 73 percent support laws restricting smoking in outdoor public places;⁴⁴ and

WHEREAS, as of April 2015, there are at least 64 California cities and counties with local laws restricting smoking in workplaces not covered by the state smokefree workplace law;⁴⁵ and

WHEREAS, as of April 2014, at least 131 local jurisdictions in California prohibit the use of electronic smoking devices in specific locations;⁴⁶ and

WHEREAS, as of January 2015, there are at least 348 California cities and counties with local laws restricting smoking in recreational areas, 129 with local laws restricting smoking in outdoor dining places, and 48 with local laws restricting smoking on sidewalks in commercial areas;⁴⁷ and

WHEREAS, there is no Constitutional right to smoke;⁴⁸

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APPENDIX B

FINDINGS REGARDING SMOKING IN MULTI-UNIT HOUSING

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health threat, as evidenced by the following:

- 480,000 people die prematurely in the United States from smoking-related diseases every year, making tobacco use the nation's leading cause of preventable death;¹
- Tobacco use can cause disease in nearly all organ systems and is responsible for 87 percent of lung cancer deaths, 79 percent of all chronic obstructive pulmonary disease deaths, and 32 percent of coronary heart disease deaths;² and

WHEREAS, secondhand smoke has repeatedly been identified as a health hazard, as evidenced by the following:

- The U.S. Surgeon General concluded that there is no risk-free level of exposure to secondhand smoke;³
- The California Air Resources Board placed secondhand smoke in the same category as the most toxic automotive and industrial air pollutants by categorizing it as a toxic air contaminant for which there is no safe level of exposure;^{4,5}
- The California Environmental Protection Agency (EPA) included secondhand smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm;⁶
- The American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) recommends that multi-unit housing be free from environmental tobacco smoke, marijuana smoke, and electronic smoking devices' aerosol;⁷ and

WHEREAS, exposure to secondhand smoke causes death and disease, as evidenced by the following:

- Since 1964, approximately 2.5 million nonsmokers have died from health problems caused by exposure to secondhand smoke;⁸
- Secondhand smoke is responsible for an estimated 41,300 heart disease-related and lung cancer-related deaths among adult nonsmokers each year in the United States;⁸
- Exposure to secondhand smoke increases the risk of coronary heart disease by about 25 percent to 30 percent⁹ and increases the risk of stroke by 20 percent to 30 percent;¹⁰
- Secondhand smoke kills more than 400 infants every year;¹¹ and

WHEREAS, secondhand aerosol emitted from electronic smoking devices has been identified as a health hazard, as evidenced by the following:

- Research has found at least ten chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm,^{6, 12, 13, 14} such as formaldehyde, acetaldehyde, lead, nickel, and toluene;^{15,16, 17}
- More than one study has concluded that exposure to vapor from electronic smoking devices may cause passive or secondhand vaping;^{15,17,18}
- The State of California's Tobacco Education and Research Oversight Committee (TEROC) "opposes the use of e-cigarettes in all areas where other tobacco products are banned;"¹⁹ and

WHEREAS, secondhand marijuana smoke has been identified as a health hazard, as evidenced by the following:

- The California EPA included marijuana smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer;^{6,20}
- Marijuana smoke contains at least 33 known carcinogens;²⁰
- Research on the health effects of marijuana smoke has found statistically significant associations with cancers of the lung, head and neck, bladder, brain, and testes;²⁰ and

WHEREAS, nonsmokers who live in multi-unit dwellings can be exposed to neighbors' secondhand smoke, as evidenced by the following:

- Several peer-reviewed studies on drifting secondhand smoke in multi-unit housing have confirmed that secondhand smoke can and does transfer between units,^{21,22} creeping under doorways and through wall cracks;¹¹
- More than one study has found that residents of multi-unit housing have high levels of cotinine (a biomarker for nicotine) in their blood and saliva;^{21,22}
- 13 peer-reviewed journal articles have found that between 26 percent and 64 percent of residents of multi-unit housing report secondhand smoke drifting into their home;²¹ and

WHEREAS, harmful residues from tobacco smoke can be absorbed by and cling to virtually all indoor surfaces long after smoking has stopped and then be emitted back into the air, making this "thirdhand smoke" a potential health hazard, as evidenced by the following:

- Thirdhand smoke contains carcinogenic materials that accumulate over time, presenting a health hazard long after the initial smoke is gone;²³
- A study found that thirdhand smoke remains months after nonsmokers have moved into units where smokers previously lived;²⁴

- Human exposure to these thirdhand smoke carcinogens can be through inhalation, ingestion, or skin absorption through contact with carpeting, furnishings, or clothing;²⁵
- Thirdhand smoke potentially poses the greatest danger to infants and toddlers, who crawl on rugs and furnishings and suck on items in the home;²⁵
- Nonsmoking people who are exposed to thirdhand smoke have significantly higher nicotine and cotinine levels than those who have not been exposed to thirdhand smoke;²⁴
- Research has shown that thirdhand smoke damages human cellular DNA;²⁶ and

WHEREAS, smoking is the number one cause of fire deaths, is a leading cause of fire-related injury,²⁷ and contributes to fire-related health inequities, as evidenced by the following:

- In 2011, U.S. fire departments responded to an estimated 90,000 smoking-related fires, which resulted in an estimated 1,640 injuries, 540 deaths, and \$621 million in direct property damage;²⁸
- One in four fatalities is NOT the smoker whose cigarette started the fire, and 25 percent of those who die are neighbors or friends of the smoker;²⁸
- African-American males and American-Indian males have the highest fire death rates;²⁷
- The elderly (people 85 and older) have the highest fire death rate (49.2%),²⁹ and the risk of dying from smoking-related fires increases with age;²⁸
- The U.S. Fire Administration recommends that people smoke outdoors;³⁰ and

WHEREAS, the Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from secondhand smoke exposure and that separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely prevent secondhand smoke exposure;³ and

WHEREAS, several studies have confirmed that smokefree multi-unit housing policies are the most effective method to fully reduce secondhand smoke exposure in multi-unit housing;²¹ and

WHEREAS, 32 percent of Californians (or 11.8 million people) live in multi-unit housing,³¹ which accounts for one-seventh of the total multi-unit housing population in the country;³² and

WHEREAS, between 44 percent to 46.2 percent of Californians living in multi-unit housing with personal smokefree home policies are exposed to secondhand smoke in their home;³¹ and

WHEREAS, surveys have found that between 65 percent and 90 percent of multi-unit housing residents who experience secondhand smoke in their home are bothered by the secondhand smoke incursion;²¹ and

WHEREAS, secondhand smoke exposure in multi-unit housing contributes to tobacco-related health inequities. For example, when compared with adults who live in single family homes, adults who live in multi-unit housing are more likely to

- Be from communities of color (62.9% of residents of multi-unit homes versus 49.6% of residents of single family homes);³²
- Be low-income or below the poverty line (46.8% versus 27%);³²
- Have less than a high school diploma (21.4% versus 14.8%);³²
- Be current smokers (17.5% versus 13.2%);³² as well as
- Be uninsured (23.4% versus 14.2%);³² and

WHEREAS, secondhand smoke in multi-unit housing is a significant threat to the health and safety of California children, as evidenced by the following:

- About a quarter of those who live in multi-unit housing (25.2%) are under the age of 18;³¹
- The home is the primary source of secondhand smoke for children;¹¹
- 56.4 percent of youth living in apartment units in which no one smokes have elevated blood cotinine levels above .05 ng/mL, indicating they have been exposed to potentially dangerous levels of secondhand smoke;^{21,33}
- Children who live in apartments have mean cotinine levels that are 45 percent higher than cotinine levels in children who live in detached homes;^{21,33} and

WHEREAS, there are significant savings from adopting a smokefree multi-unit housing policy, as evidenced by the following research:

- Multi-unit housing property owners in California would save \$18.1 million in renovation expenses each year;^{21,34}
- If all subsidized housing were to go smokefree in California, there would be approximately \$72.4 million saved per year, including \$61.1 million in secondhand smoke-related healthcare expenditures, \$5.9 million in renovation expenses, and \$5.4 million in smoking-attributable fire losses;³⁵ and

WHEREAS, a majority of multi-unit housing residents, including a large portion of smokers, support smokefree policies in multi-unit residences,²¹ as evidenced by the following:

- 74 percent of Californians surveyed approve of apartment complexes requiring that at least half of rental units be nonsmoking;³⁶
- 69 percent of Californians surveyed favor limiting smoking in outdoor common areas of apartment buildings;³⁶

- 78 percent support laws that create nonsmoking units;³⁶ and

WHEREAS, a local ordinance that authorizes residential rental agreements to include a prohibition on smoking of tobacco products within rental units is not prohibited by California law;³⁷ and

WHEREAS, there is no Constitutional right to smoke;³⁸ and

WHEREAS, California law declares that anything which is injurious to health or obstructs the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance;³⁹ and

WHEREAS, local governments have broad latitude to declare nuisances and are not constrained by prior definitions of nuisance;⁴⁰⁻⁴² and

WHEREAS, at least 55 California cities and counties have adopted smokefree multi-unit housing ordinances,⁴³ and at least 25 of these jurisdictions have restricted smoking in 100 percent of units;⁴⁴

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APPENDIX C

FINDINGS RELATED TO FLAVORED TOBACCO AND MENTHOL

WHEREAS, the federal Family Smoking Prevention and Tobacco Control Act (FSPTCA), enacted in 2009, prohibited candy- and fruit-flavored cigarettes,ⁱ largely because these flavored products were marketed to youth and young adults,ⁱⁱ and younger smokers were more likely to have tried these products than older smokers;ⁱⁱⁱ and

WHEREAS, the U.S. Surgeon General and Food and Drug Administration^{iv} have stated that mentholated and flavored products have been shown to be “starter” products for youth who begin using tobacco^v and that these products help establish tobacco habits that can lead to long-term addiction;^{vi} and

WHEREAS, tobacco companies have used flavorings such as mint and wintergreen in smokeless tobacco products as part of a “graduation strategy” to encourage new users to start with products with lower levels of nicotine and progress to products with higher levels of nicotine;^{vii} and

WHEREAS, adding flavorings to tobacco products such as little cigars, cigarillos, and smokeless tobacco can mask the natural harshness and taste of tobacco, making these products easier to use and increasing their appeal among youth;^{viii} and

WHEREAS, the tobacco industry has been manipulating the dose of menthol in cigarettes to ensure the uptake and continued use of tobacco, especially by young people and other vulnerable populations for many years;^{ix} and

WHEREAS, young people are much more likely to use candy- and fruit-flavored tobacco products, including cigars, cigarillos, and hookah tobacco, than adults;^x and

WHEREAS, in California, 64 percent of smokers start smoking by age 18, and 96 percent start smoking by age 26.^{xi} Further, young adults ages 18 to 24 have the highest smoking prevalence of any age group in the state.^{xii}

WHEREAS, a survey conducted by the Eastern Sierra /Mammoth Unified School Districts found that 11%/14% of middle school and 14%/13% of high school students have tried e-cigarettes, while 5%/0% of high school students have used cigarettes in the last 30 days;^{xiii} and

WHEREAS, the U.S. Centers for Disease Control and Prevention has reported a more than 800% increase in electronic cigarette use among middle and high school students between 2011 and 2015;^{xiv}

WHEREAS, the California Attorney General has stated that electronic cigarette companies have targeted minors with fruit-flavored products;^{xv} and

WHEREAS, the consumption of flavored tobacco has grown in recent years. From 1995 to 2008, sales of little cigars increased by 316 percent.^{xvi} Flavored brands (including youth-appealing types such as apple, cherry, chocolate, grape, peach, strawberry, and vanilla^{xvii}) make up nearly four-fifths of the little cigar market share.^{xviii}

WHEREAS, data from the National Youth Tobacco Survey indicate that more than two-fifths of U.S. middle and high school smokers report using flavored little cigars or flavored cigarettes;^{xix} and

WHEREAS, smoking mentholated cigarettes reduces the likelihood of successfully quitting smoking;^{xx} and

WHEREAS, the tobacco industry has a well-documented history of developing and marketing mentholated brands to communities of color and youth;^{xxi} and

WHEREAS, between 2004 and 2014 use of non-menthol cigarettes decreased among all populations, but overall use of menthol cigarettes increased among young adults (ages 18-25) and adults (ages 26+);^{xxii} and

WHEREAS, a New York study found that price reduction promotions for menthol cigarettes are disproportionately targeted to youth markets;^{xxiii} and

WHEREAS, both scientific reviews by Tobacco Products Scientific Advisory Committee (TPSAC) and the FDA found marketing of menthol cigarettes likely increases the prevalence of smoking for the entire population and especially among youth, African Americans,^{xxiv} and possibly for Hispanic/Latinos;^{xxv}

WHEREAS, scientific studies on the impact of a national ban of menthol in cigarettes found 36.5% of menthol cigarette users try to quit smoking if menthol was banned^{xxvi} and between 300,000 and 600,000 lives would be saved by 2050;^{xxvii}

ⁱ 21 U.S.C. § 387g.

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Smokefree Housing Ordinance Checklist

The provisions listed below are part of ChangeLab Solutions' *Smokefree Housing Model Ordinance*. By creating nonsmoking living environments in multi-unit residences, communities can provide an opportunity for everyone to live smokefree, regardless of economic means, race, or ethnicity. [Contact us](#) for help drafting an ordinance for your community.

POLICY OPTIONS

What Types of Multi-Unit Residences are Smokefree?

(See Model Ordinance Section 1: Definitions of "Multi-Unit Residence" and "Unit")

All types of property containing two or more units, including the following:

- Apartments
- Single-resident occupancy hotels and homeless shelters
- Condominiums
- Long-term health care facilities
- Senior housing and assisted living facilities
- Dormitories

Optional Exceptions: The definition of "Unit" in the Model Ordinance is broad. A community can exclude some types of dwelling places:

- Hotels and Motels
- Campgrounds
- Mobile Home Parks
- Marinas
- Single-family homes, except if used as child care or health care facilities
- Single-family homes with in-law or auxiliary dwelling units

What Types of Smoking are Regulated? (See Model Ordinance Section 1: Definitions of "Smoke" and "Smoking")

- Traditional tobacco products, such as cigarettes and cigars
- Electronic smoking devices, such as e-cigarettes
- Marijuana, used either medicinally or recreationally

What Areas of Multi-Unit Residences are Smokefree?

(See Model Ordinance Section 2: Smoking Restrictions in New and Existing Units of Multi-Unit Residences)

- 100% of units covered by the ordinance (see above)
 - New units – units constructed after the ordinance is passed
 - Existing units – units that are already built and occupied when the ordinance is adopted
 - Recommended: A phase-in period (up to one year) for existing units to become smokefree
- Patios, decks, balconies, and porches associated with all individual units
- Outdoor buffer zones within 25 feet of multi-unit residence doorways and windows
(See Model Ordinance Section 4: Nonsmoking Buffer Zones)
- Indoor common areas, such as hallways, stairwells, lobbies, etc.
- Outdoor common areas, such as courtyards, parking areas, pools, etc.
 - Optional:* Create designated outdoor smoking areas meeting specific criteria (See Model Ordinance Section 3: No Smoking Permitted in Common Areas Except in Designated Smoking Areas)

Additional Provisions

- Require landlords to include no-smoking lease terms in rental agreements
(See Model Ordinance Section 5: Required and Implied Lease Terms)
 - A "third-party beneficiary" provision enables other residents to enforce a lease's smoking restrictions
- Require landlords to alert tenants to the new smokefree requirements (required by law)
(See Model Ordinance Section 6: Other Requirements and Prohibitions)
- Declare drifting secondhand smoke a nuisance – everywhere or just in residential settings
(See Model Ordinance Section 7: Smoking and Smoke Generally)

Enforcement Options (See Model Ordinance Section 8: Penalties and Enforcement)

- Make violations of the ordinance an infraction with a fixed fine amount (cannot exceed \$100 for first violation)
- Authorize the city/county to bring lawsuits to collect civil fines for violations of the ordinance
- Declare that violations of the ordinance constitute a nuisance
- Allow private citizens to seek an injunction (an order to stop violations) and/or money damages against individuals who violate the ordinance

Policy Options for Restricting the Sale of Menthol Cigarettes and Other Flavored Tobacco Products



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This fact sheet outlines local policy options to restrict the sale of menthol cigarettes and other flavored tobacco products, such as cigars, little cigars, smokeless tobacco, hookah tobacco, and electronic smoking devices.

Due to tobacco companies' marketing efforts, youth, communities of color, low-income populations, and members of LGBTQ communities are significantly more likely to use menthol cigarettes and other flavored tobacco products. These groups disproportionately bear the burden of tobacco-related harm.

Restrictions on Flavored Tobacco Products	Federal Law	California Law
Flavored Cigarettes & Components ¹ (excluding menthol)	Prohibited	No restrictions
Flavored Roll-your-own Tobacco (excluding menthol)	Prohibited	No restrictions
Menthol Cigarettes & Roll-your-own Tobacco	No restrictions	No restrictions
Flavored Cigars & Little Cigars		
Flavored Smokeless Tobacco		
Flavored Electronic Smoking Devices		
Flavored Non-cigarette Components, Parts, & Accessories ²		

¹eg, flavored rolling papers and filters intended for use with roll-your-own tobacco

²eg, flavored blunt wraps and additives for e-liquids

What can communities do?

Local governments in California and across the country have enacted laws restricting the sale of flavored tobacco, and initial evidence shows reductions in youth tobacco use in these communities.¹ Your community can pursue similar sales restrictions. The federal Family Smoking Prevention and Tobacco Control Act allows local governments to regulate tobacco product sales,² and multiple courts have upheld local laws restricting the sale of flavored tobacco.³

Policy Solution

A comprehensive prohibition on the sale of all flavored tobacco products provides a significant public health benefit. It may counter the tobacco industry's marketing tactics and reduce tobacco use, especially among vulnerable populations. ChangeLab Solutions' *Model California Ordinance Restricting the Sale of Menthol Cigarettes and Other Flavored Tobacco Products* (Model Ordinance) provides a comprehensive approach by prohibiting all tobacco retailers from selling any tobacco product that has a taste or aroma other than tobacco. The Model Ordinance's definition of tobacco products includes flavored accessories such as cigarette rolling papers and blunt wraps.

Jurisdictions with local tobacco retailer licensing (TRL) can implement and enforce these sales restrictions through licensing. The Model Ordinance recommends a 6-month delay between the day a jurisdiction adopts the ordinance and the day the prohibition goes into effect. This delay provides tobacco retailers time to sell their existing inventory of flavored tobacco and provides local government time to plan for implementation and enforcement.⁴ Importantly, the Model Ordinance does not prohibit or penalize the purchase, use, or possession of flavored tobacco products. Only tobacco retailers who sell flavored tobacco products are subject to penalty.

⁴ The Model Ordinance includes an optional provision to temporarily grandfather certain businesses, which exempts those businesses from complying with the flavored tobacco prohibition for an additional 6 months. Thus, certain businesses have 12 months to comply with the law following its adoption. The optional exemption applies only to tobacco retailers that primarily sell tobacco products or tobacco paraphernalia.



Communities can consider non-comprehensive restrictions, too. However, because these restrictions may not apply to all stores, they may have a smaller public health benefit and cost more to implement and enforce. For example, a jurisdiction can prohibit sales within a certain distance of youth-populated areas, such as schools (creating a “buffer zone”), or allow sales only in certain types of stores, such as those *primarily* selling tobacco. However, buffer zones require additional resources to develop and keep maps of youth-populated areas and tobacco retailers up to date. Moreover, communities must ensure the local government, business community, and general public know which retailers are restricted from selling flavored tobacco. Communities considering approaches like these should consider increased implementation costs and potential enforcement challenges.

Conclusion

Menthol cigarettes and other flavored tobacco products pose a significant threat to health, especially for populations targeted by the tobacco industry, such as youth, low-income communities, communities of color, and the LGBTQ community. Local governments can promote health and equity by prohibiting the sale of menthol cigarettes and other flavored tobacco products. They can use ChangeLab Solutions' *Model Ordinance* and request *technical assistance* from ChangeLab Solutions.

ChangeLab Solutions is a nonprofit organization that provides legal information on matters relating to public health. The legal information provided in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state.

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¹ Farley SM, Johns M. New York City flavoured tobacco product sales ban evaluation. *Tob Control*. February 2016;tobaccocontrol-2015-052418. doi:10.1136/tobaccocontrol-2015-052418.

² 21 U.S.C. § 387p(a)(1).

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**“If you can’t breathe,
nothing else matters.”**

American Lung Association

Nancy Mahannah, PHN
Health Program Manager
Mono County Public Health Department
September 5, 2017

Definition of Public Health

Public Health is what we, as a society, do collectively to assure the conditions in which people can be healthy.

10 Greatest Public Health Achievements in the U.S. in the 20th Century

- Immunization
- Motor Vehicle Safety
- Workplace Safety
- Control of Infectious Disease
- Decline in deaths from heart disease & stroke
- Healthier food & water
- Healthier moms & babies
- Family Planning
- Fluoridation of water
- **Tobacco as a Health Hazard**

Public Health Policy Rationale

Smoke free policies effectively do the following:

- **Reduce tobacco use**
- **Reduce exposure to secondhand smoke**
- **Increase the number of tobacco users who quit**
- **Reduce initiation of tobacco use among young people**
- **Reduce tobacco-related illnesses and death**

THE COST OF SMOKING

Tobacco affects all organ systems:

- **40% of all CANCER**
- **85% of all LUNG CANCER**
- **80% of all COPD**
- **30% of all HEART & VASCULAR DISEASE**
- **40,000 or 16% of DEATHS IN CALIFORNIA/YR**

U.S. Surgeon General. Factsheet: The Health Consequences of Smoking—50 Years of Progress: A Report of the Surgeon General. *2014.*

THE COST OF SMOKING

**California – \$9.79 billion/YR
Plus MediCal – \$3.5 billion/YR
for TOBACCO-RELATED DISEASE
CDPH budget = only \$3.0 billion**

“Why should taxpayers shoulder the price of letting Big Tobacco make huge profits at the health and economic expense of our communities?”

Campaign for Tobacco Free Kids, 2017

Jose Ramos (2017) American Cancer Society Cancer Action Network

Smoking Caused Monetary Costs in California

Annual health care costs directly caused by smoking	\$13.29 billion
Medicaid costs caused by smoking	\$3.58 billion
Residents state and federal tax burden from smoking –caused government expenditures	\$727 per household
Smoking caused productivity losses	\$10.35 billion

http://www.tobaccofreekids.org/facts_issues/toll_us/california 2017

A Paradigm Shift

▶ TOBACCO CONTROL



▶ ENDING THE TOBACCO EPIDEMIC

TOBACCO FREE BY 2027

The Spectrum of Prevention

Influencing Policy & Legislation

Changing Organizational Practices

Fostering Coalitions & Networks

Educating Providers

Promoting Community Education

Strengthening Individual Knowledge & Skills

California Tobacco Control Is Successful

\$86 billion saved
in personal
health care
expenditures
1989 – 2004,
=50 fold return
on investment.

Men	1996	2011	% Decline
White	21.5%	14.3%	33.5
African American	21.6%	18.9%	12.5
Hispanic	19.0%	15.5%	18.4
Asian/PI	19.0%	13.1%	31.1

Women	1996	2011	% Decline
White	16.6%	11.2%	32.5
African American	23.7%	15.2%	35.9
Hispanic	10.6%	5.7%	46.2
Asian/PI	8.3%	4.5%	45.8

Lightwood JM, Dinno A, Glantz SA.
Effect of the California tobacco
control program on personal health
care expenditures. PLoS Med
2008;5:e178.

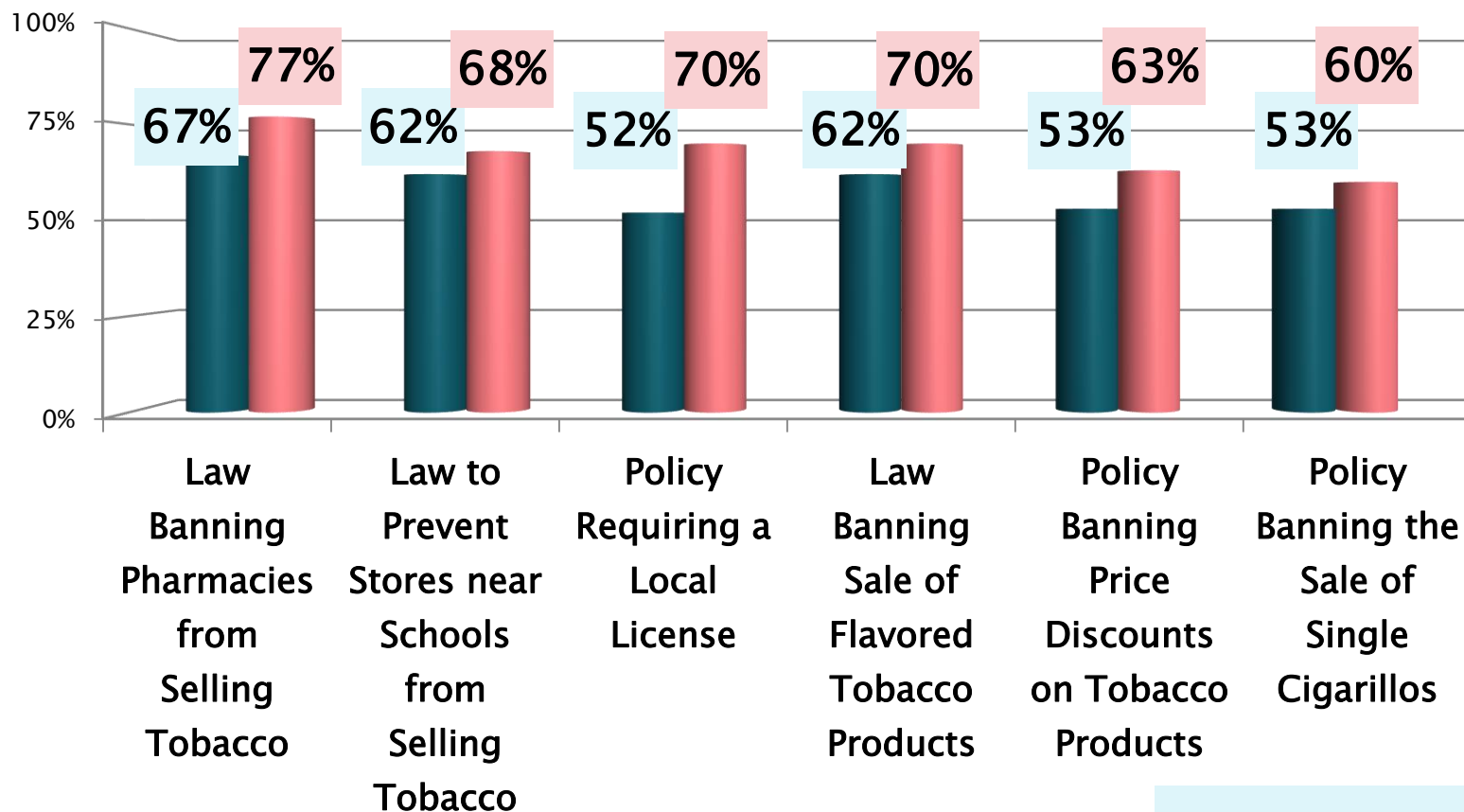
Local Surveys Data

- ▶ **What types of policies are supported and by whom?**
- ▶ **Does the person's view of themselves as leaning toward conservative or liberal affect their tobacco policy choices?**
- ▶ **Census sampling versus the squeaky wheel.**

Public opinion survey – September 2016

Unincorporated County N=184; Mammoth Lakes N=175

Level of support for tobacco control laws:



■ Unincorporated Areas

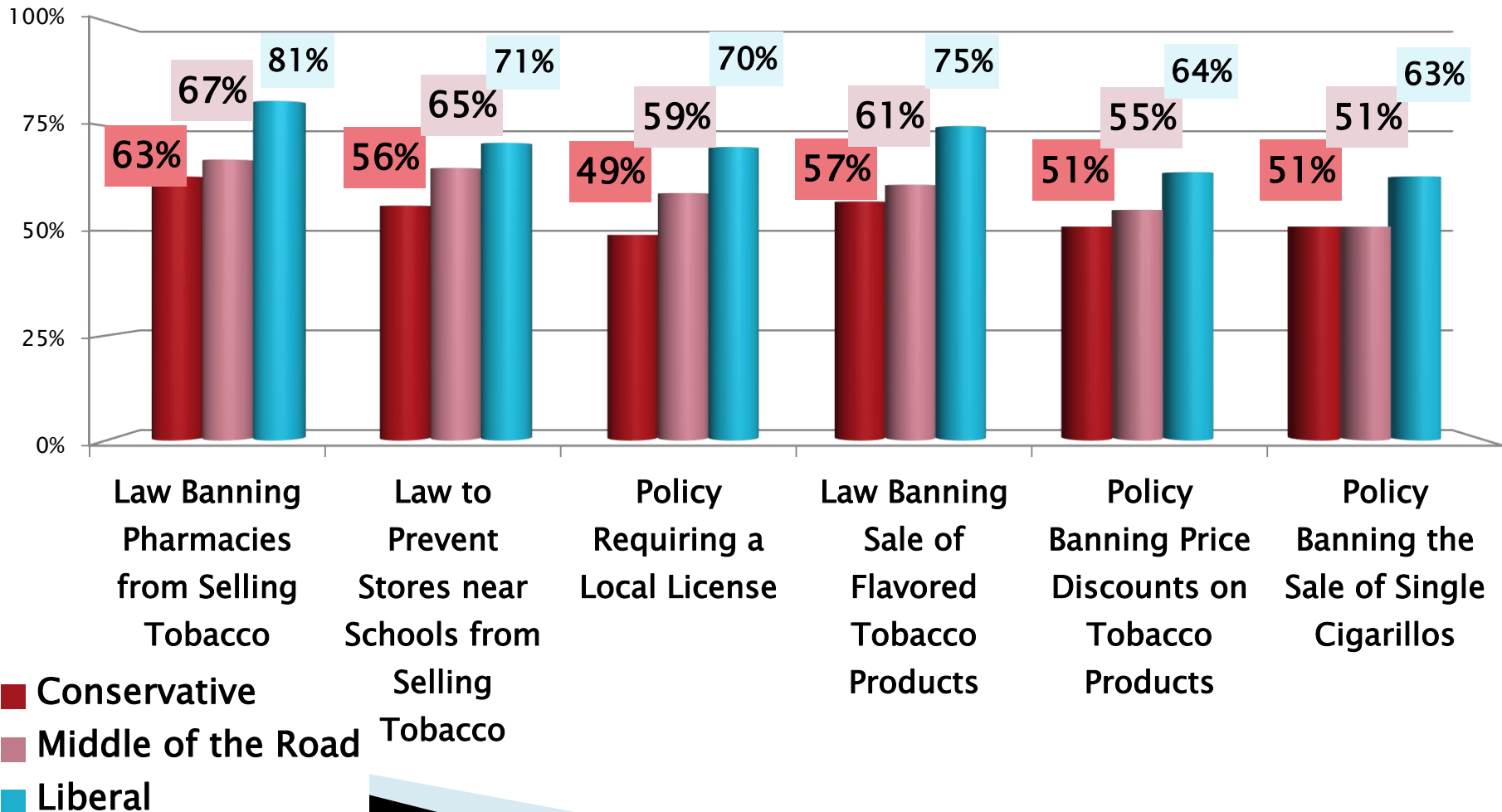
■ Mammoth Lakes

Public Opinion Survey – September 2016

Unincorporated County N=184;

Mammoth Lakes N=175

How would you best describe yourself using the following terms:



Public Opinion Survey - Unincorporated County

2016 n=184

2014 n= 104

Level of support for tobacco control laws:



■ Unincorp '16 ■ Unincorp '14

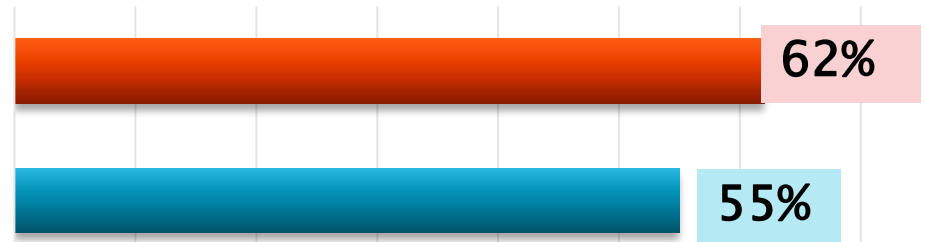
Public Opinion Survey - Unincorporated County

2016 n=184

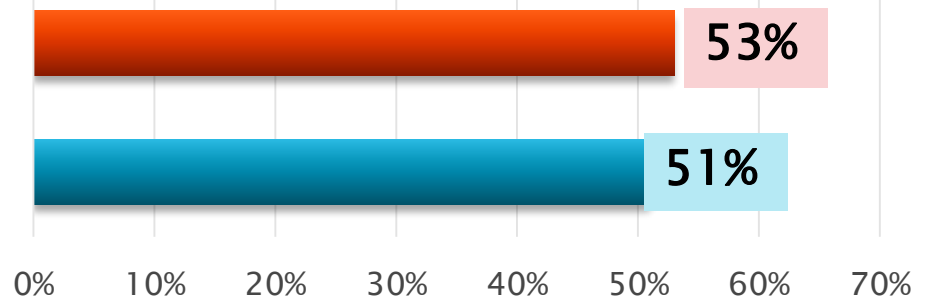
2014 n= 104

Level of support for tobacco control laws:

Law Banning Sale of
Flavored Tobacco
Products



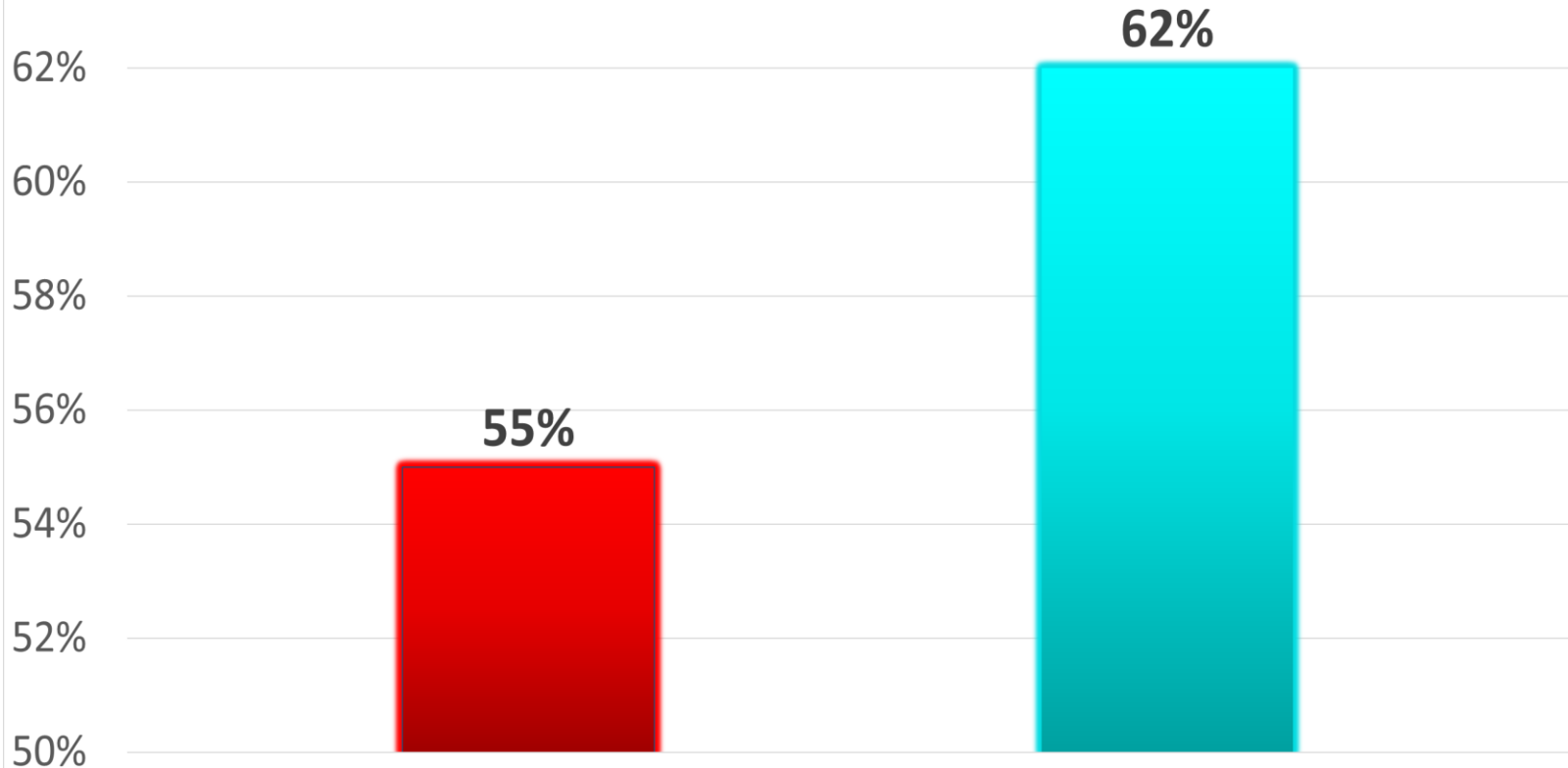
Policy Banning the
Sale of Single
Cigarillos



Unincorp '16

Unincorp '14

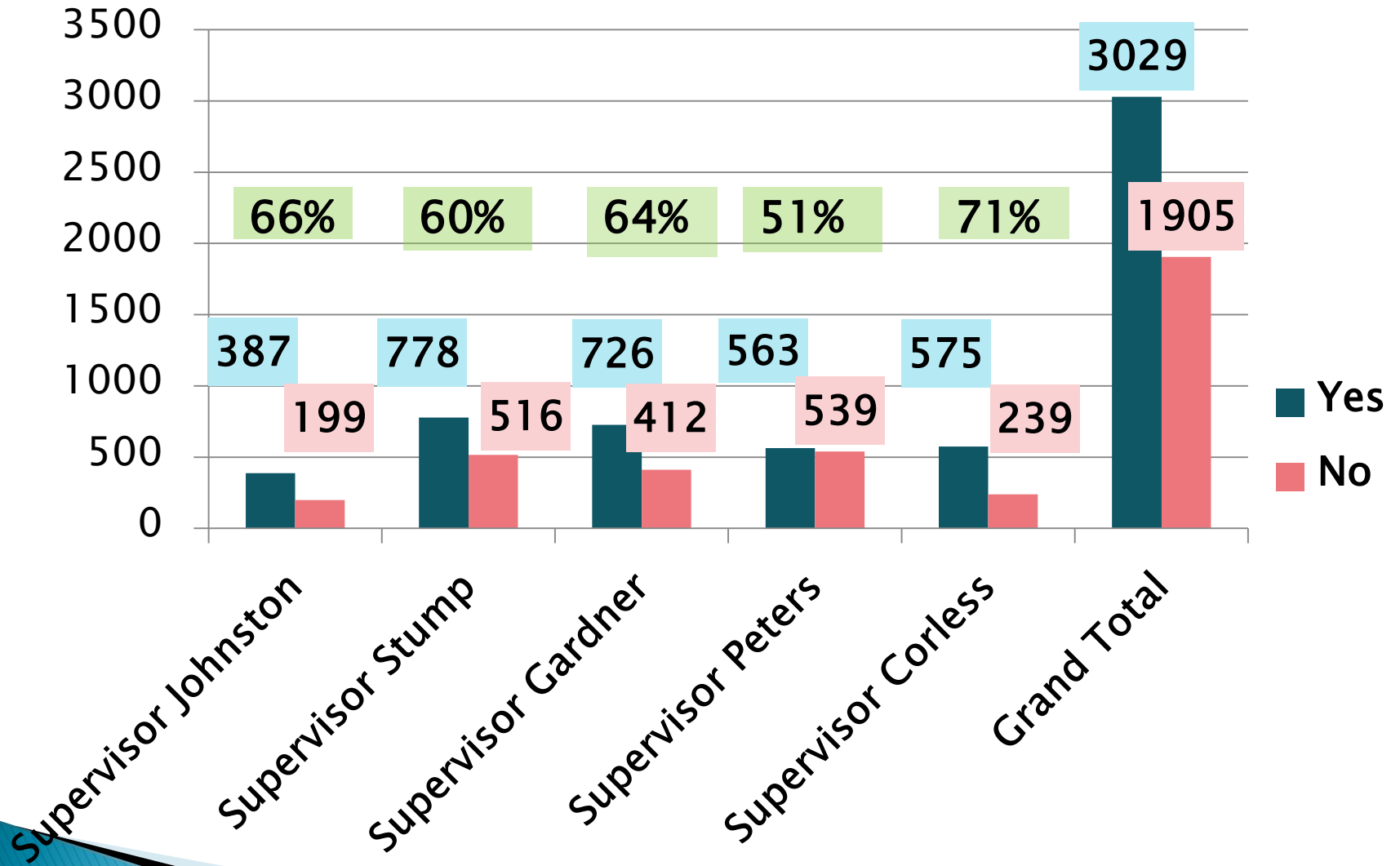
Unincorporated Mono County Public Opinion Poll 2014 & 2016



Support for a Law Banning Sale of Flavored Tobacco Products

■ Unincorp '14 ■ Unincorp '16

Support for Tobacco Tax 2016



Overall tobacco control grade

Total points

Smoke-free outdoor air

Dining

Entryways

Public events

Recreation areas

Service areas

Sidewalks

Work sites

Total points

Smoke-free housing

Nonsmoking:

Apartments

Condominiums

Common areas

Housing authority

Total points

Reducing sales of tobacco products

Tobacco retailer licensing

Total points

Emerging issues bonus points

★ Emerging products definition:

Secondhand smoke

Emerging products definition:

Licensing

Retailer location restrictions

Sampling of tobacco products

Sale of tobacco products

in pharmacies

★ Flavored tobacco products

Minimum pack size of cigars

Total points

Source: American Lung Association



STATE OF TOBACCO CONTROL '17 CALIFORNIA LOCAL GRADES



Improving lung health. Preventing lung disease.



Proposed Ordinance Components

- ▶ **Smoke-free outdoor places**
- ▶ **Smoke-free multi-unit housing**
- ▶ **Prevent sales of flavored tobacco**
- ▶ **Penalties and enforcement**

Current Mono County Ordinance

ADOPTED: July 16, 2002

7.92.020 Prohibitions: County-owned Buildings.

Smoking shall be prohibited within twenty (20) feet from main entrances, open windows, ventilation intake systems and covered entryways of any County building.

Proposed: Smoke-Free Outdoor Places

- All areas where smoking is prohibited by state or federal law, e.g. indoor workplaces, county buildings, tot lots, & playgrounds.
- County vehicles.
- Outdoor dining areas.
- 20 feet minimum from business doorways.
- Public parks & recreational areas.
- Service areas, lines & waiting areas.
- Public places, events for the general public.

Research Says

- ▶ The California Air Resources Board (2009) secondhand smoke is a toxic air contaminant, in the same category as diesel exhaust.
- ▶ The 2006 Surgeon General's report *The Health Consequences of Involuntary Exposure to Tobacco Smoke* concludes: there is no risk free level of exposure.

WHY make Smoke-Free Outdoor Places

- ▶ Drifting smoke triggers asthma attacks, allergies, raises risk of heart attack with preexisting heart disease
- ▶ SHS exacerbates chronic health conditions
- ▶ Right to not be involuntarily exposed to SHS
- ▶ SHS exposure is irritating and a nuisance
- ▶ More people expect protection from SHS
- ▶ Fewer and fewer people smoke

WHY make Smoke-Free Outdoor Places

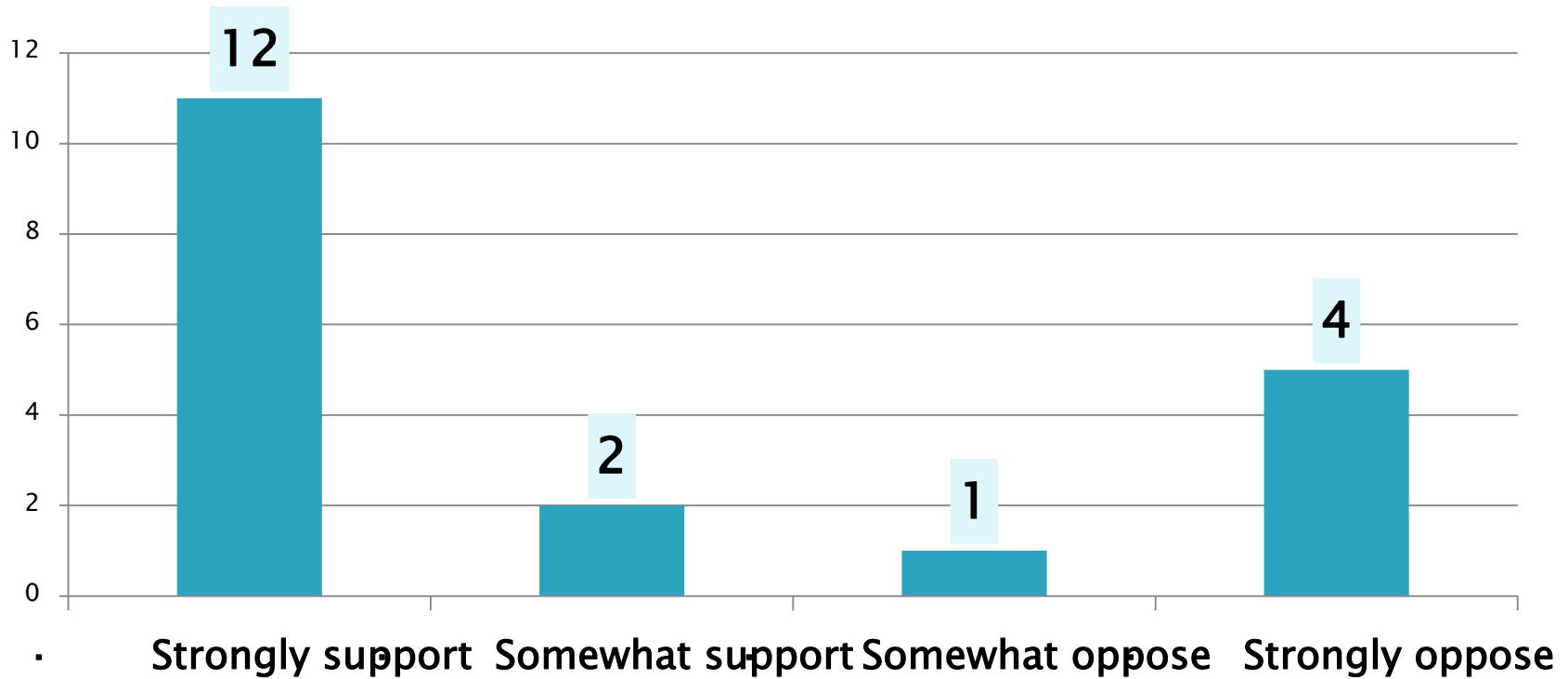
- ▶ **Non-smokers pass thru smoke to enter business**
- ▶ **Majority of smokers & non-smokers do not want SHS while they are eating, AND**
- ▶ **Smoke-Free policies change tobacco use behavior**
 - **Proven to decrease current smoking prevalence**
 - **Decrease the amount of cigarettes used by those who continue to smoke**
 - **Change social norms around tobacco use**

Food Retail Markets

Support For Smoke-Free Zone Ordinance

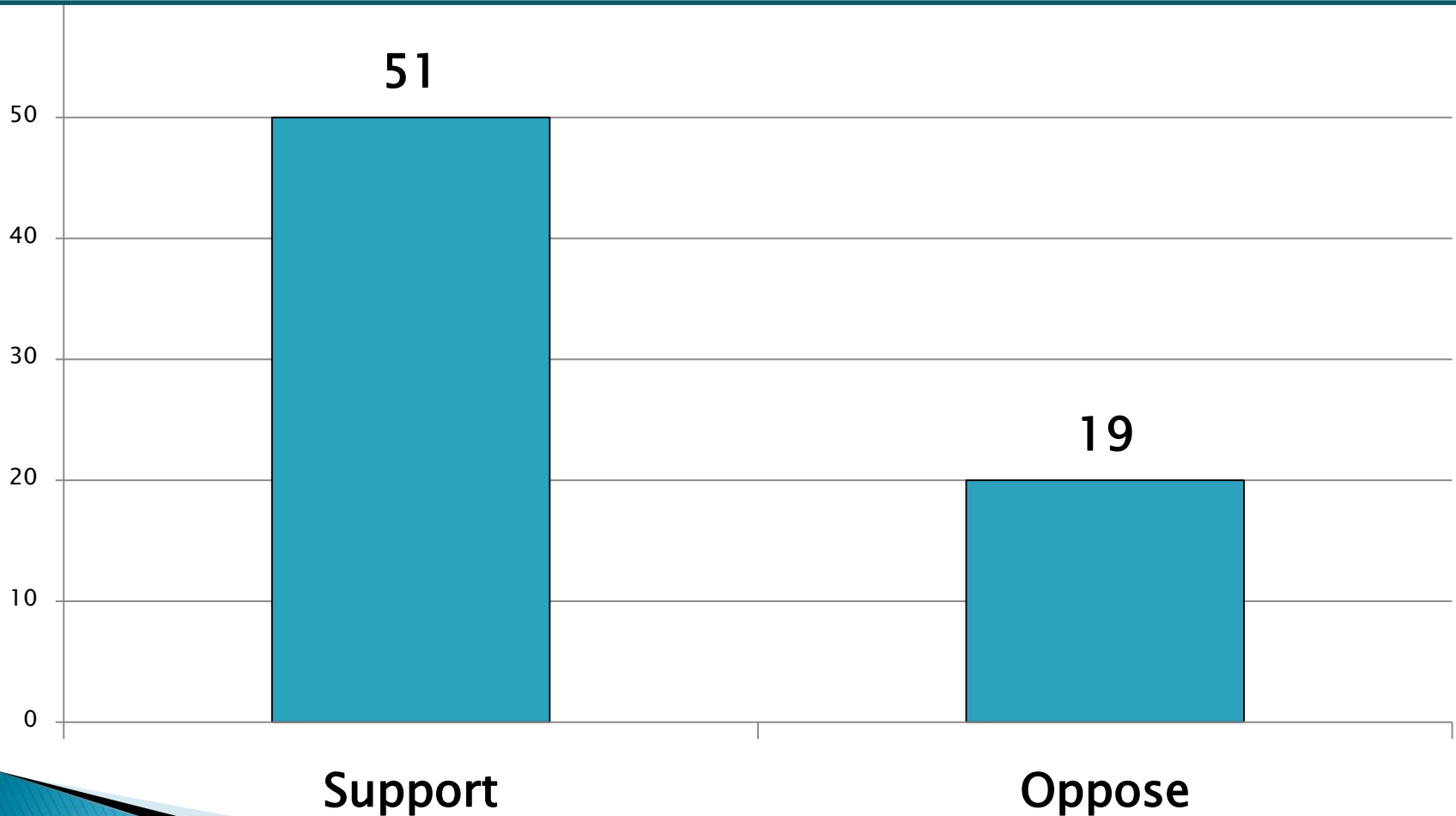
September 2014

N=19



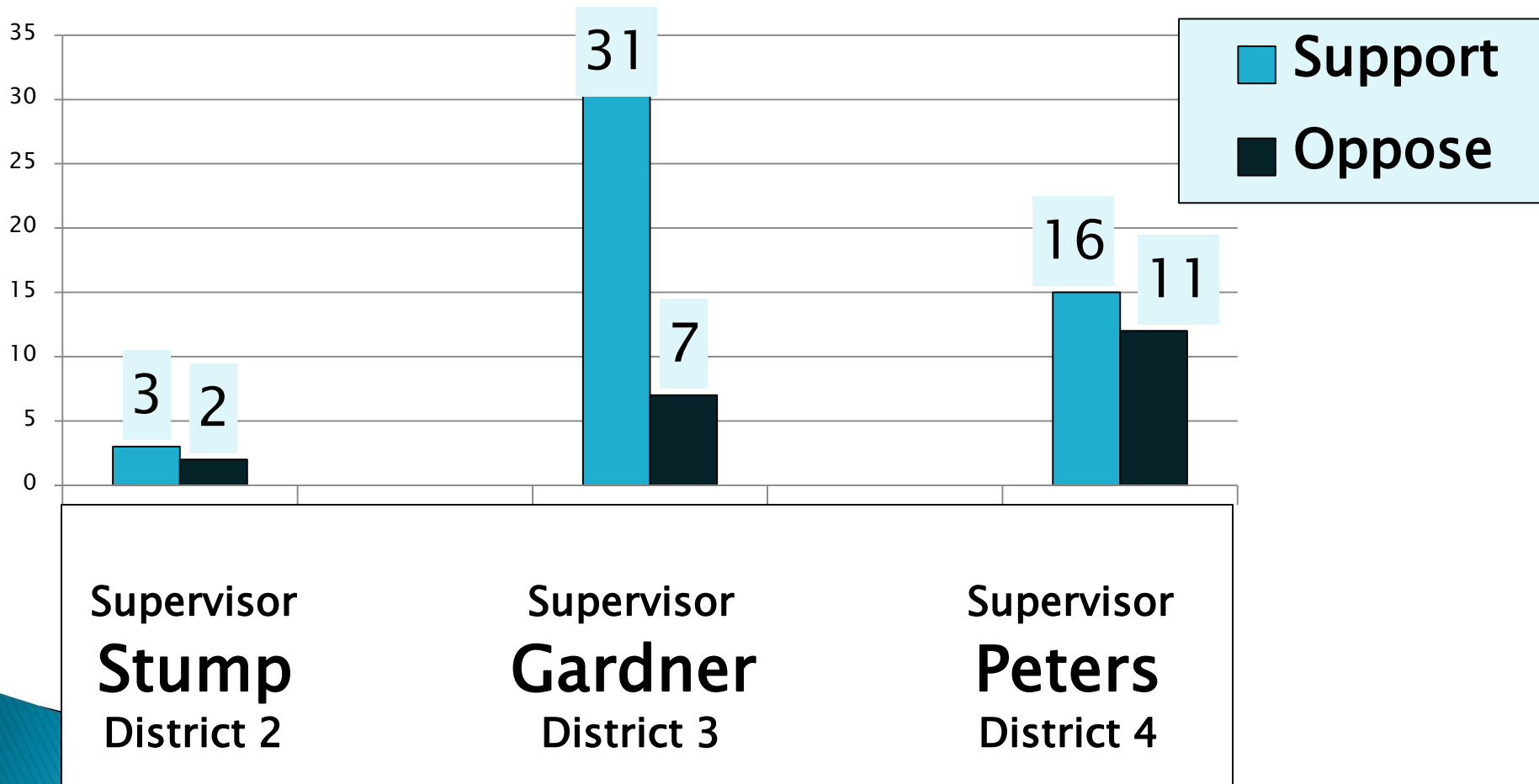
Unincorporated Mono Businesses Support for Smoke-Free Zone Ordinance September 2015

N=70



Unincorporated Mono Businesses Support for Smoke-Free Zone Ordinance Fall 2015

N=70



COMMENTS PRO

- ▶ Many stated: SHS is nuisance, offensive, and a health hazard.
- ▶ “*Jones’s* dad passed away from emphysema.”
- ▶ “*Smith* was just diagnosed with stage 4 lung cancer and given six months to live.”
- ▶ “I really don't like smoking but I don't want to hurt the business next door.”

COMMENTS CON

- ▶ Should be decided by the business owner and not the government. “It is a question for the property owner.”
- ▶ “I don't support smoking behavior, but there are too many laws.”
- ▶ “We have guests that smoke. It would put a damper on business.”

Mono Co. Foreign Tourist Survey 1997

N=2472

464 smokers (16.5%)

26% Great Britain

23% Germany

< 10% Six European countries & Latin America

Preference for smoke free environments	Smokers	Non smokers
Secondhand smoke is dangerous to non smokers	71%	94%
Prefer smoke free restaurants or don't care	55%	99%
Prefer smoke free lodging	38%	92%

DISCUSSION



7.92.020 & 7.92.030

Proposed: Smoke-Free Multi-Unit Housing

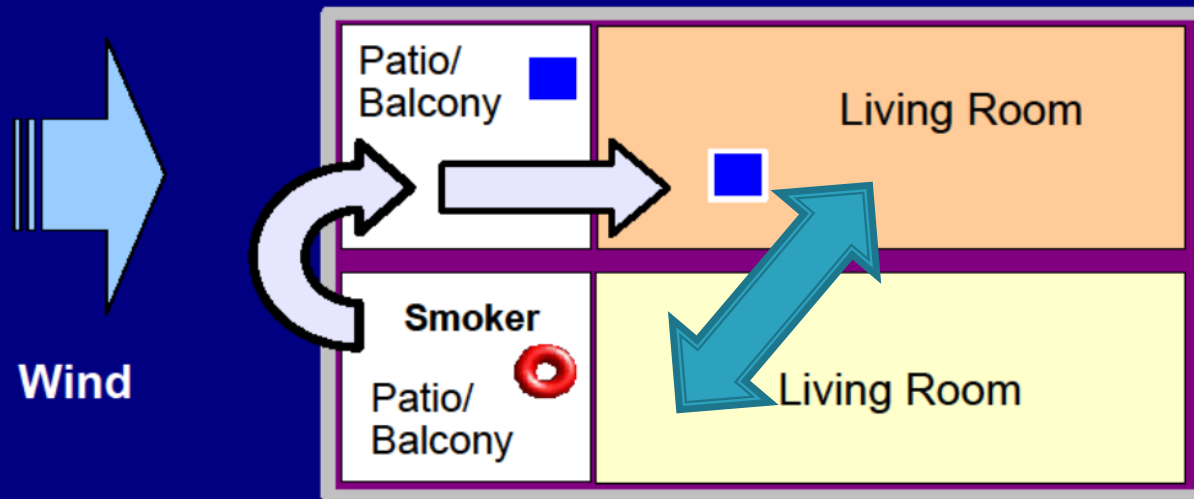
Smoking by visitors and residents is prohibited within all units, the patios or balconies, within 20 feet of buildings and within all common areas indoors and outdoors.



**Where does
the private
property begin
and end?**

If you can smell when your neighbor is cooking dinner, you have air exchange

Patio-to-Patio Transfer of Tobacco Smoke



INDOOR-OUTDOOR AIR LEAKAGE OF APARTMENTS AND COMMERCIAL BUILDINGS

California Energy Commission 2006

- ▶ Leakage from individual apartments to and from the outdoors.**
- ▶ Leakage from one apartment to another from the standpoint of occupant health and safety.**
- ▶ Interaction between the whole building and one suite can affect another.**
- ▶ Opening a window can change air flows into or out of every apartment on the floor or even through out the building.**

Second Hand Smoke & Marijuana

CA Environmental Protection Agency

- ▶ MJ smoke is on Prop 65 list of carcinogens
- ▶ Contains at least 33 carcinogens linked to lung, head, neck, bladder, brain and testes cancer

UCSF Division of Cardiovascular Research (2015)

- ▶ Tobacco and MJ second hand smoke likely have similar public health effects

Second Hand Smoke & Marijuana

American Society of Heating, Refrigerating & Air Conditioning recommends:

Multiunit housing be free from environmental tobacco smoke, marijuana smoke, and electronic smoking devices' aerosol

HUD housing is 100% smoke free as of July '18

THIRD HAND TOBACCO SMOKE ???



The sticky residue from nicotine and tar left behind in carpets, furnishings, drapes, dust and on skin and clothes long after the smoker has crushed out the cigarette.



Smoke-free Units Make Economic Sense

Smoking damages property

\$\$\$\$\$

- ⦿ Leading cause of residential fire deaths in US
- ⦿ Causes cigarette burn damage to carpets, counters, etc.
- ⦿ Leaves smoke residue on walls and curtains

Smoking vs. Non-Smoking Unit Turnover Cost Calculator

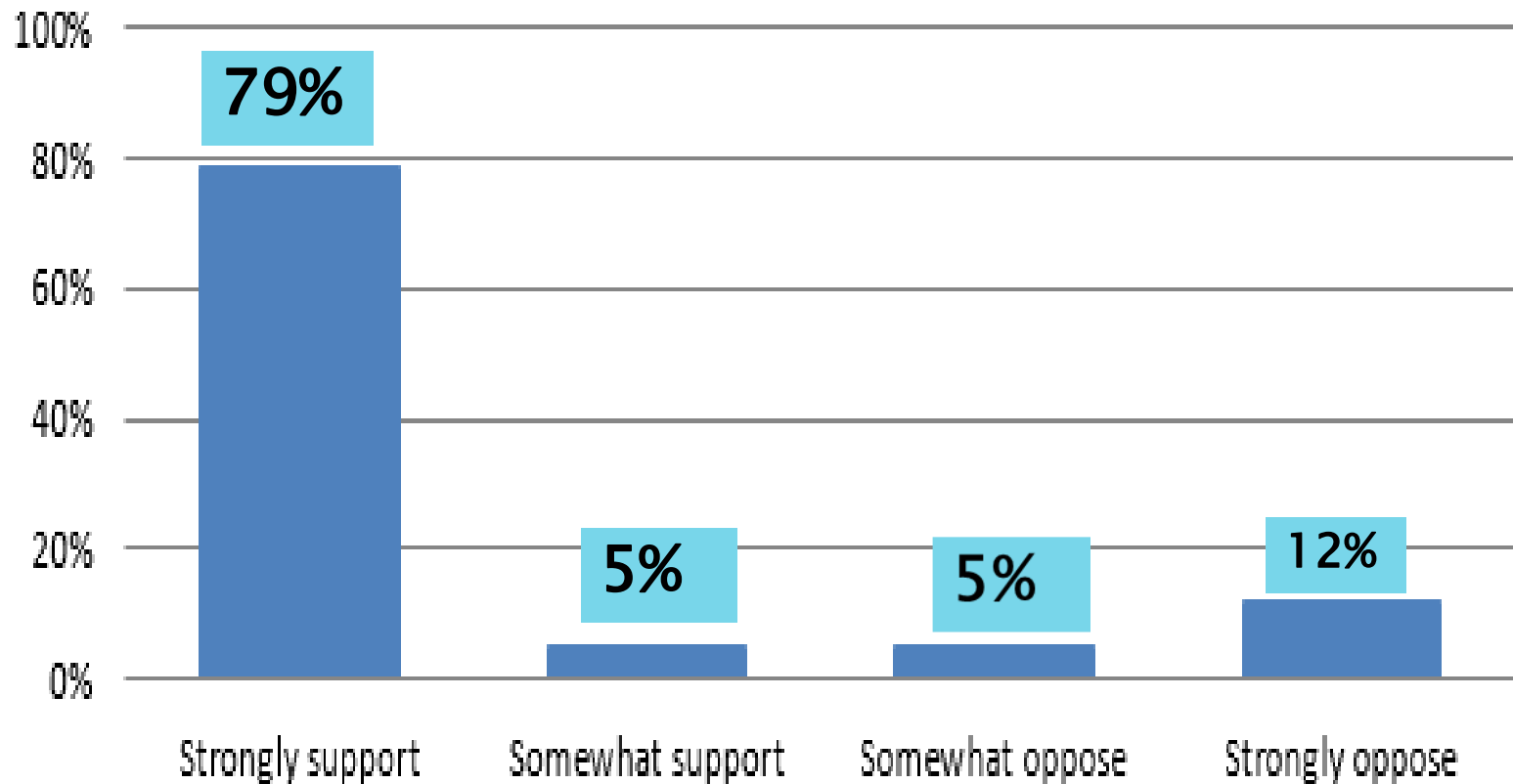
[https://www.tecc.org/tecc/assets/MUH-Calculator-Updated/MUH%20Calculator%20Updated%20V7%20\(1\).htm](https://www.tecc.org/tecc/assets/MUH-Calculator-Updated/MUH%20Calculator%20Updated%20V7%20(1).htm)



Unincorporated Mono County Condo/Apartment MUH Owner Survey Fall 2016

- ▶ Mailed to 292 condo/apartment owners with valid address
- ▶ 46/292 completed (15.7%)
 - June Lake 31
 - Crowley 10
 - Bridgeport 1
 - Unknown area 4
- ▶ Owners from 16 MUH complexes are represented in the survey

Would you support a county ordinance that creates smoke free areas within MUH, on patios, balconies & 20 ft. from doorways?



Unincorporated Mono County Condo/Apartment MUH Owner Survey Fall 2016

Existing smoke free by policy	38%
Rental/lease agreement addresses smoking	65%
Smoking negatively affects my ownership/ management	32%
Complaints Odor Smoke drifting into units Tobacco litter/trash Adverse health effects Damage in the unit	18%

How were complaints resolved?

Prolonged process	3
Has not been resolved	2
Involved lawyers	1
Some are uncomfortable to complain	1

Comments Among Non-supporters

Owners should decide

3

**State and County should stay out of
private business**

2

Smokers have rights

2

Left to the HOA

1

Comments Among Supporters

Concern for health effect of SHS

3

Don't like or hate it

3

Find a safe alternative location

3

No smoking in building, but ordinance would strengthen it.

2

Concern for damage within unit

1

Comments Among Supporters

I no longer rent my unit. I'm a resident owner. Renters/occupants above and below frequently smoke on the balconies, and smoke drifts to my balcony which bothers me horribly. I don't know if [smoking in common areas] is allowed, but renters absolutely DO smoke in the common areas. A person should have the right to smoke themselves to death, but they should not have the right to infect or contaminate the air I breathe. Therefore, I think all smoking should be prohibited in multiunit housing.



And the BUTTS

Mono Co. Foreign Tourist Survey 1997

N=2472

464 smokers (16.5%)

26% Great Britain

23% Germany

< 10% Six European countries & Latin America

Preference for smoke free environments	Smokers	Non smokers
Secondhand smoke is dangerous to non smokers	71%	94%
Prefer smoke free restaurants or don't care	55%	99%
Prefer smoke free lodging	38%	92%

The Nature of MUH calls to the Health Department

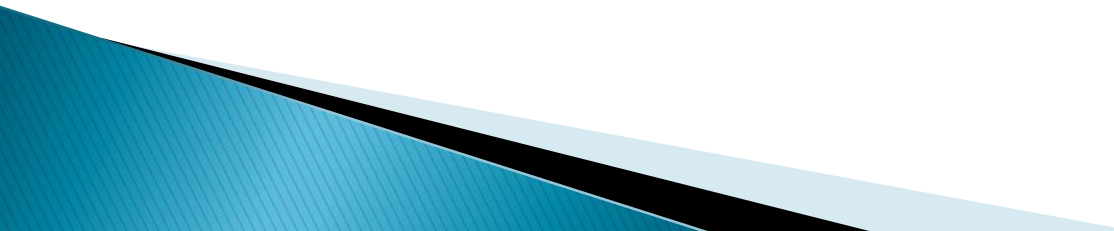
- ▶ Information supporting smoke free MUH from HOAs
- ▶ Request for signs
- ▶ Sample HOA policies
- ▶ Want to help with ordinance for Mammoth
- ▶ Renters hiding smoking
- ▶ Exacerbation of asthma due to second hand smoke of neighbor
- ▶ Marijuana smoke entering condo from neighbor

Multi-Unit Housing Points

- ▶ Smoking is not a protected status under the law.
- ▶ Litigation favors smoke free multiunit housing residents.

51 (formerly 37) CA cities and counties have 100% smoke free multiunit housing ordinances which include both public and private housing.

Keys to Success – Implementation

- ▶ Educate public and stakeholders
 - ▶ Provide resources for landlords and HOA's
 - ▶ Provide resources for tenants and condo owners
 - ▶ Provide complaint forms
 - ▶ Provide smoking cessation services
 - ▶ Create a system for up-to-date information and to handle complaints
 - ▶ Delineate enforcement strategy
- 

What about MUH Enforcement?

- ▶ Include policy as a part of your lease, rental agreement and house rules
- ▶ Sign policy well, include smoke free in advertising
- ▶ Knock and talk
- ▶ Inform re: cost of violation
- ▶ Treat it like any other lease violation
- ▶ Be prompt, uniform and consistent
- ▶ Document

DISCUSSION



7.92.040 & 7.92.050

Proposed: Prevent Sales of Flavored Tobacco



Flavored and Menthol Tobacco Help the Poison Go Down Easier

- ▶ **Peppermint oil masks the harshness of smoking**
- ▶ **Cooling sensation; activates taste buds, cold receptors, increases “bite” of smoking**
- ▶ **Anesthetic effects; mimics bronchial dilatation; easier to inhale increasing intake of smoke and nicotine**
- ▶ **Increases salivary flow and drug absorption through the mouth**

CHEAPER, SMALLER PACKAGE SIZE

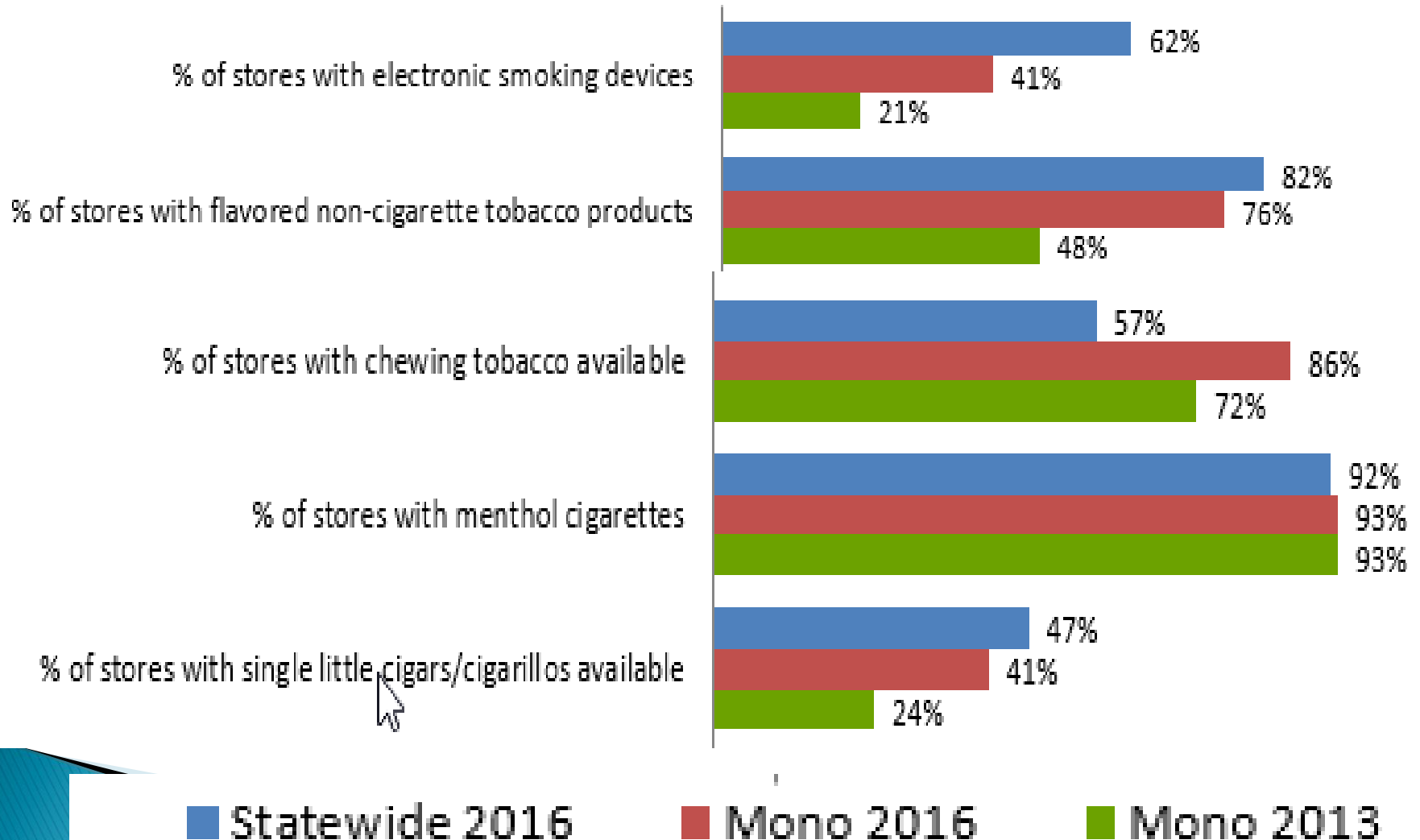


Healthy Stores Healthy Communities Retail Survey

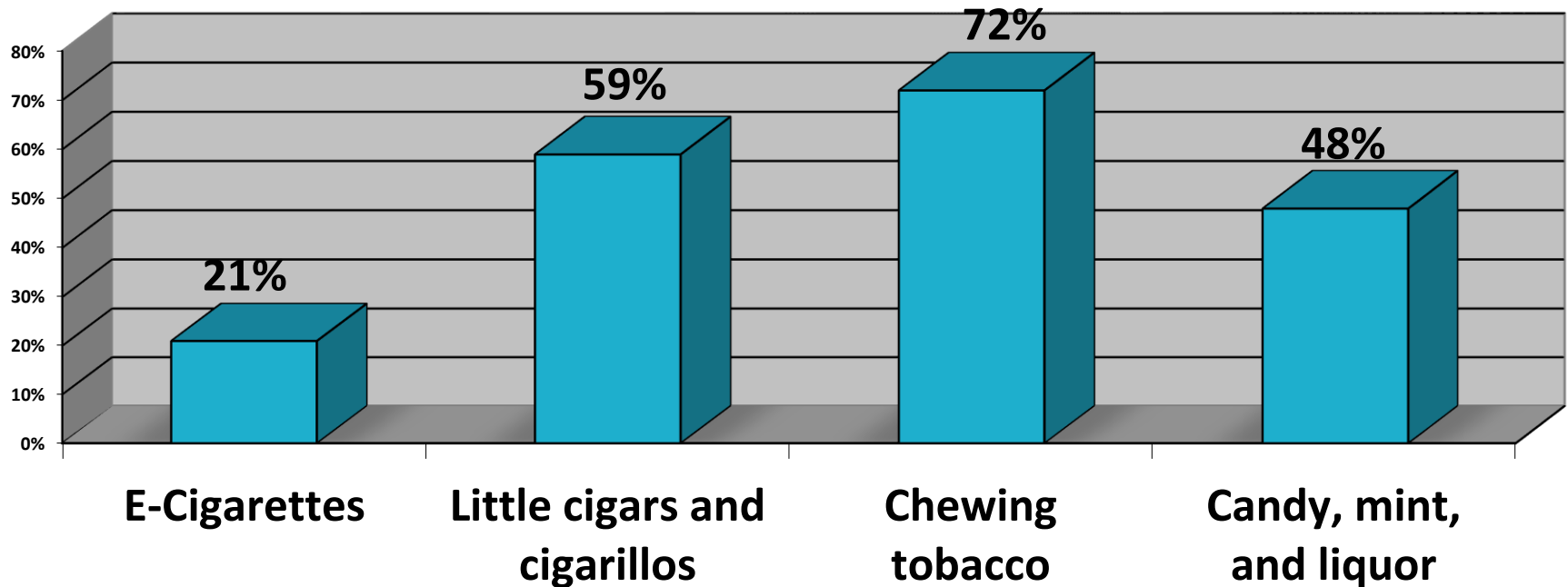
June 2016

n = 29

Graph 2: Tobacco



**17/19 stores (89%) in Unincorporated Mono,
9/12 stores (75%) in Mammoth sold tobacco**



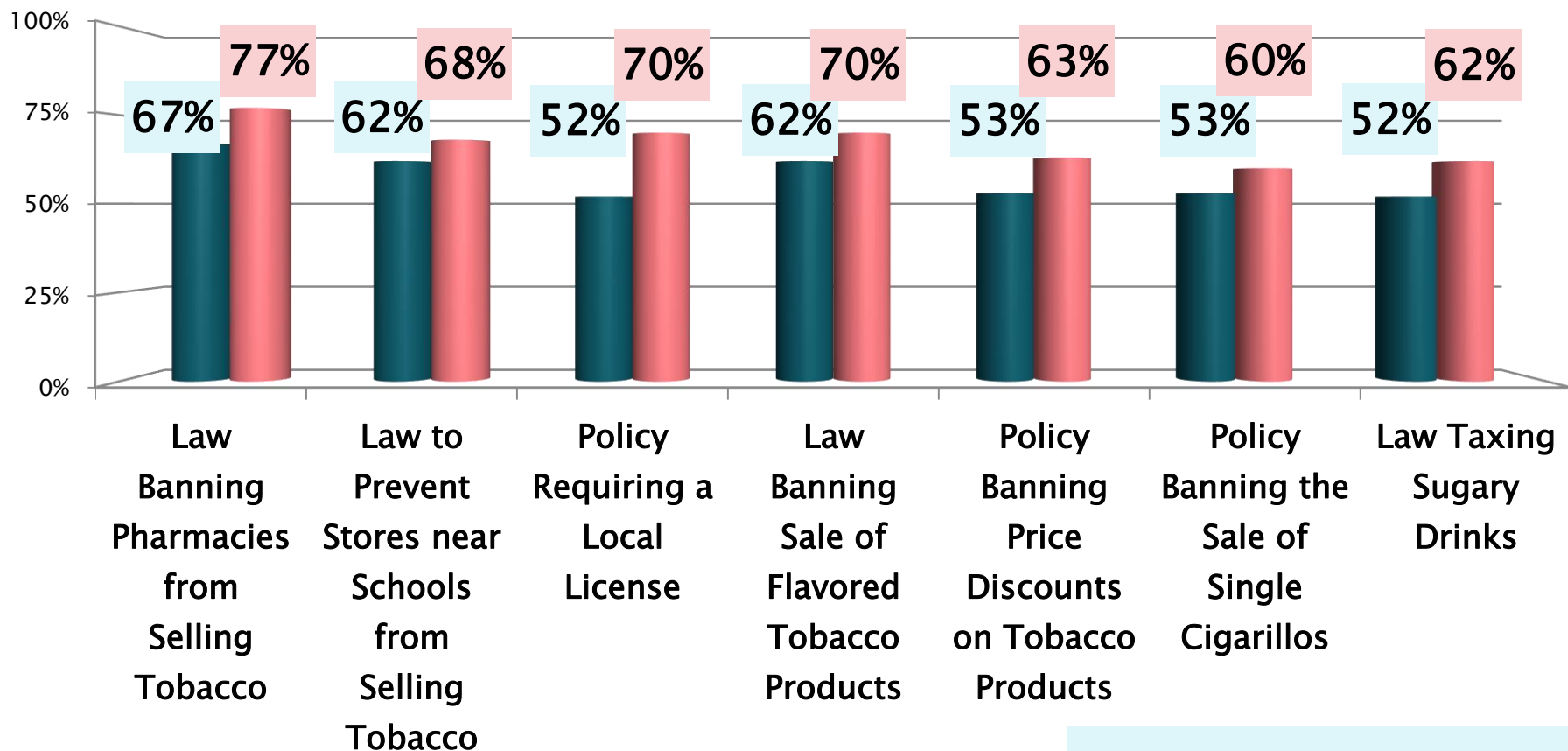
Percent of stores selling e-cigarettes rose from 21% to 39% . The % of stores selling flavored tobacco products increased from 48% to 58%.

**Candy, mint,
and liquor
flavored
tobacco
products**

Public opinion survey – September 2016

Unincorporated County N=184; Mammoth Lakes N=175

Level of support for tobacco control laws:



■ Unincorporated Areas

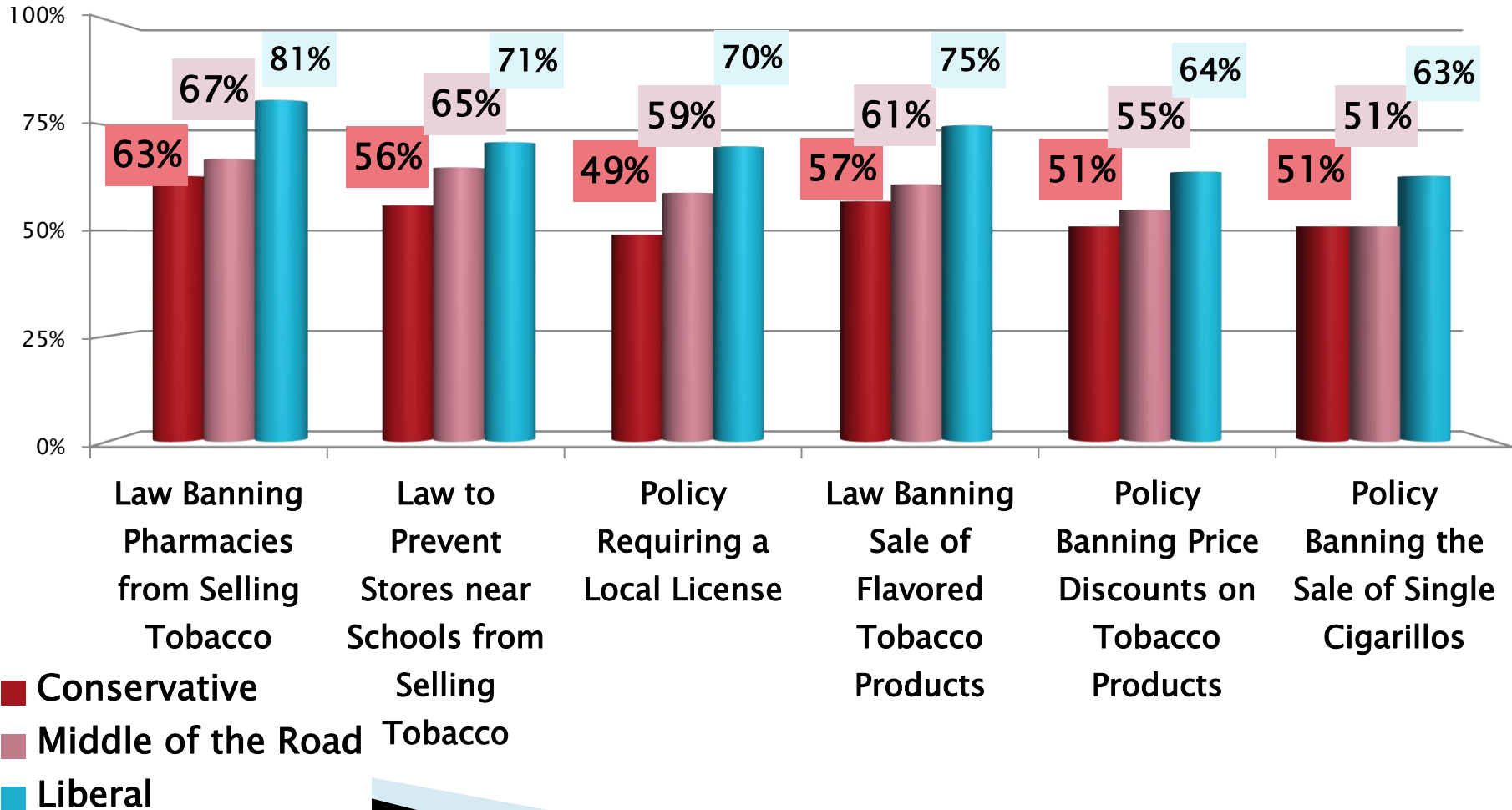
■ Mammoth Lakes

Public Opinion Survey – September 2016

Unincorporated County N=184;

Mammoth Lakes N=175

How would you best describe yourself using the following terms:



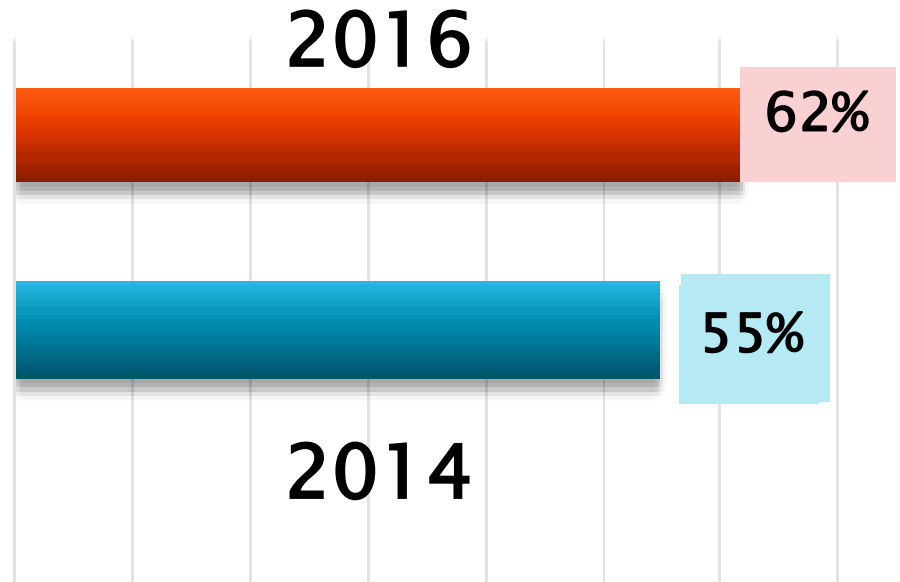
Public Opinion Survey - Unincorporated County

2016 n=184

2014 n= 104

Level of support for tobacco control laws:

Law Banning Sale
of Flavored
Tobacco Products



Mono County CA Healthy Kids Survey – Fall 2015

- ▶ More kids are using electronic cigarettes than are smoking traditional cigarettes.
- ▶ Cigarette AND chew use in the last 30 days is about 0% to 6% among 9th – 11th graders.
- ▶ Perceived harm from frequent smoking is Cigarette 78% to 90%, Marijuana 61% to 72%

Who Buys Tobacco from Markets in Mono County? August 2017

▶ Flavored cigarillos

- Adult locals age 40+, older men, guys in their 30s, girls, fishermen; people in mid 20s–30s, variety of people.

▶ Chew tobacco

- Construction workers, 20–50 year old males, fire fighters, men 25–40, variety of people.

▶ Young adults tend to buy

- Regular cigarettes, wintergreen chew.

Unincorporated Mono County Tobacco Retailer Survey August 2017 n = 13; refused 1

Regular cigarettes are the most requested	13
---	----

Regular cigarillos are the most requested	7
---	---

Carry only regular cigarillos	5
-------------------------------	---

Do not carry cigarillos	3
-------------------------	---

Regular chew is most requested	7
--------------------------------	---

Do not carry chew	3
-------------------	---

Do not carry electronic cigarettes	9
------------------------------------	---

NO other tobacco products (hookah, vape mods, etc.) are carried in unincorporated Mono tobacco retail stores.

Unincorporated Mono County Tobacco Retailer Survey August 2017 n = 13

**How important to your business
are sales of flavored tobacco
products, including menthol
cigarettes?**

Very important	0
Pretty important	3
Not very important	5
Insignificant	6

**How important to your business
are sales of just the menthol
tobacco products?**

Very important	0
Pretty important	2
Not very important	8
Insignificant	4

Unincorporated Mono County Tobacco Retailer Survey August 2017n = 13

Do you think it would be a burden on your business if ALL stores in unincorporated Mono, including yours, stopped selling ALL flavored tobacco products?

Definitely a large burden	1
Somewhat of a burden	0
No Difference	10
Don't sell flavored products	2

Do you think it would be a burden on your business if ALL stores in (jurisdiction), including yours, stopped selling all menthol tobacco products?

Definitely a large burden	2
Somewhat of a burden	2
No Difference	9

Flavors Ordinances

City/County	PROHIBITS FLAVORED TOBACCO / MENTHOL CIGARETTES	LOCATION WITHIN...	Allows sales in adult-only venues
Berkeley	YES	Within 600 ft. of schools	No
Contra Costa County	YES	Within 1000 ft. of a school, playground, library, park	No
El Cerrito	YES EXCEPT menthol cigarettes	Within the city limits	No
Hayward	YES EXCEPT menthol cigarettes	Within 500 ft. of schools (grandfathering)	No
Los Gatos	YES	Within the city limits	Yes
Oakland	YES	Within the city limits	Yes
San Francisco	YES	Within city	No
Santa Clara	YES	Within unincorporated areas	Yes
West Hollywood	ALL TOBACCO PRODUCTS	Within 600 ft. of any youth-populated area	No
Yolo	YES	Within unincorporated areas	No

PRO Comments

Specific to Tobacco Sales

- ▶ Out of 20 slots, only 3 are menthol. Fewer & fewer people smoke.
- ▶ We don't care. We only have it for the old timers. When Tony Gwynn died, I stopped selling chew. My parents were smokers and both died from lung cancer.
- ▶ When we had cherry cigarillos, I never sold one.
- ▶ I hate tobacco. It's the lowest profit margin in the store. It requires State record keeping.
- ▶ Other than menthol, other flavors are hit or miss. You can get rid of grape and cherry.
- ▶ People would come to the store anyway. Chew is \$8.60–\$8.10. Marlboro \$10.50, American Spirit \$11.00.
- ▶ Tobacco is not worth it. We don't sell a lot of menthol.

CON Comments

Specific to Tobacco Sales

- ▶ The burden is for menthol smokers.
- ▶ Menthol people want menthol
- ▶ The more options the better. Gotta eat, gotta pay people. E-cigs are poor sellers.
- ▶ I feel like menthol is stable.

Proposed: Fines and Penalties

First Offense

\$100

Second Offense

\$200

Third Offense

\$500

Court Fees

DISCUSSION



7.92.060, 7.92.070, & 7.92.080

***LOCAL IS WHERE
THE ACTION
BEGINS***





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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman, Ingrid Braun

SUBJECT Review of Need for Continuation of Local Emergency - Severe Winter Storms

AGENDA DESCRIPTION:

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

On January 31, 2017 the Mono County Sheriff declared a state of local emergency as a result of extreme winter weather.

The Board of Supervisors ratified this declaration on February 7, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

RECOMMENDED ACTION:

Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

FISCAL IMPACT:

None.

CONTACT NAME: Ingrid Braun

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman, Ingrid Braun

SUBJECT Review of Need for Continuation of Local Emergency - Snowmelt and Runoff

AGENDA DESCRIPTION:

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

On March 20, 2017 the Mono County Sheriff declared a state of local emergency as a result of continuing snowmelt and runoff from severe winter storms beginning in January 2017. The Board of Supervisors ratified this declaration on March 21, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

RECOMMENDED ACTION:

Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

FISCAL IMPACT:

None.

CONTACT NAME: Ingrid Braun

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Public Works - Engineering

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd

SUBJECT Emergency Road Repairs - Upper Summers Meadow Road Bridge

AGENDA DESCRIPTION:

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

Update on Upper Summers Meadow Road emergency bridge project and finding of continued emergency.

RECOMMENDED ACTION:

1. Receive update on Upper Summers Meadow Road emergency bridge project. 2. As established by Public Contract Code Division 2, Part 3, Chapter 2.5 "Emergency Contracting Procedures", review the emergency action taken on August 1, 2017 and make a finding, based on substantial evidence set forth in this staff report and at the meeting, that the emergency continues to exist, and that continuation of the action to replace the washed-out bridge on that road is necessary to respond to the emergency (A 4/5 vote is required). 3. Direct the County Engineer to continue procuring the necessary equipment, services, and supplies to make emergency repairs to Upper Summers Meadow Road, without giving notice for bids to let contracts.

FISCAL IMPACT:

The Upper Summers Meadow Road bridge at Green Creek is eligible for 75% funding via the California Disaster Assistance Act (CDAA) Program administered by Cal OES. The total cost of replacement is estimated at \$350,000. Staff proposes that the 25% local match be paid with new SB1/RMRA gas tax funds or, potentially, funds left over from the Round Fire emergency.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760-924-1802 / ghigerd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

History

Time	Who	Approval
8/30/2017 3:55 PM	County Administrative Office	Yes
8/29/2017 2:31 PM	County Counsel	Yes
8/30/2017 7:01 PM	Finance	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: September 5, 2017
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, County Engineer
Re: 2017 Emergency Road Repairs – Update

Recommended Action

1. Receive update on Upper Summers Meadow Road emergency bridge project.
2. As established by Public Contract Code Division 2, Part 3, Chapter 2.5 “Emergency Contracting Procedures”, review the emergency action taken on August 1, 2017 and make a finding, based on substantial evidence set forth in this staff report and at the meeting, that the emergency continues to exist as to Upper Summers Meadow Road, and that continuation of the action to replace the washed-out bridge on that road is necessary to respond to the emergency. (A 4/5 vote is required.)
3. Direct the County Engineer to continue procuring the necessary equipment, services, and supplies to make emergency repairs to Upper Summers Meadow Road, without giving notice for bids to let contracts.

Fiscal Impact:

The Upper Summers Meadow Road bridge at Green Creek is eligible for 75% funding via the California Disaster Assistance Act (CDAA) Program administered by Cal OES. The total cost of replacement is estimated at \$350,000. Staff proposes that the 25% local match be paid with new SB1/RMRA gas tax funds or, potentially, funds left over from the Round Fire emergency.

Strategic Plan Alignment: *Infrastructure, Public Safety*

Background:

Since the previous update given on August 15, 2017, the following action has been taken:

- A bridge quote was obtained from Excel Bridge Manufacturing Company for a 60' x14' H-Section Pratt truss tubular steel bridge for \$75,600 plus tax and \$3,000 for abutment design. Similar weathering steel bridges are used on many the trail system in Mammoth Lakes and have been found to be an economical solution. The quote was accepted and we are continuing to work on the design of the bridge and negotiate the timeline for fabrication and delivery.
- Further coordination occurred with Cal OES on match funding and process requirements.

Justification for Continued Emergency – Upper Summer Meadows Road:

Staff will continue procuring consultants and utilizing staff resources to prepare plans and specifications for a permanent one-lane bridge. Because of the time required to fabricate bridge components, the latest possible completion date is still expected to be in November, however staff is working on ways to expedite bridge fabrication and delivery for earlier completion. Because bridge fabrication, demolition and site preparation need to occur prior to bridge delivery, those actions must commence as soon as possible, and cannot be delayed for the amount of time required to issue a request for bids and contract for the work or any part of the work. Any additional delay increases the risk that the construction cannot go forward this season, depending on the timing of winter weather which is difficult to predict.

There has been continued monsoon activity in the weather forecast. The temporarily-repaired Green Creek crossing is vulnerable to being washed out again if there is any significant thunderstorm activity and users have been urged to use caution. Accordingly, it is imperative that the work to install a more permanent bridge be completed as soon as possible.

Please contact me at 924-1802 if you have any questions regarding this item.

Respectfully submitted,



Garrett Higerd
County Engineer



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Finance

TIME REQUIRED	15 minutes (5 minute presentation; 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Janet Dutcher, Gerald Frank
SUBJECT	Treasury loan to White Mountain Fire Protection District in anticipation of grant funding		

AGENDA DESCRIPTION:

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

Subject to satisfaction of specified conditions, make a grant anticipation loan to White Mountain Fire Protection District in the amount of \$23,457.89 for the purchase of essential radio equipment. Repayment of the loan will be made from a CalFire Volunteer Fire Assistance (VFA) Grant in the amount of \$11,728.94 and matching funds contributed by the Mono County Fire Chief's Association (MCFCA) in the amount of \$11,728.95.

RECOMMENDED ACTION:

Approve, and authorize the Finance Director to sign a Treasury Loan Agreement in the amount of \$23,457.89 to White Mountain Fire Protection District upon her receipt of evidence of delegated authority from the District for Dave Doonan, Chief, to sign the loan agreement obligating the District and a copy of the fully executed grant agreement from CalFire.

FISCAL IMPACT:

The fiscal impact would be revenue into the Treasury Pool between \$96.77 to \$387.66, depending on when the VFA grant and MCFCA match are funded and repayment is received by the Pool.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Loan Agreement
White Mountain FPD loan request

[CalFire VFA grant award letter](#)

[VFA Application for Funding](#)

History

Time	Who	Approval
8/30/2017 4:10 PM	County Administrative Office	Yes
8/24/2017 5:25 PM	County Counsel	Yes
8/29/2017 8:36 AM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM
Finance Director

Stephanie Butters
Assistant Finance Director
Auditor-Controller

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

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

Date: September 5, 2017
To: Honorable Board of Supervisors
From: Finance: Janet Dutcher, Gerald Frank
Subject: Treasury Loan to White Mountain Fire Protection District

Actions Requested:

1. Approve a Treasury Loan in the amount of \$23,457.89 to White Mountain Fire Protection District.
2. Authorize the Director of Finance to sign the loan agreement for the Treasury Loan once the conditions below are met.

Discussion:

On August 10, 2017 Mono County received a request from the White Mountain Fire Protection District requesting a short-term treasury loan. The purpose of this loan is to advance funds for the purchase of essential radio equipment. White Mountain Fire Protection District agrees to repay the loan with a Cal Fire Volunteer Fire Assistance Grant (VFA Grant) in the amount of \$11,728.94 and a matched funds contribution from the Mono County Fire Chief's Association (MCFCA) in the amount of \$11,728.95. The interest accruing on the loan will be paid from White Mountain Fire Protection District's general operating funds.

The terms of the recommended treasury loan are as follows:

- 1 Year Term
- 1.65% annual Interest Rate
- Zero coupon
- Loan can be paid in full at any time after 3 months and immediately upon the receipt of funds from the VFA grant and MCFCA match.
- Total amount due 12 months from the day of funding is \$23,844.95

Conditions which need to be met prior to the signing of the Loan Agreement:

- Resolution from the Board of White Mountain Fire Protection District, delegating authority for Dave Doonan, Chief, to sign the loan agreement obligating the District. The District will take action on the resolution at their meeting scheduled for August 22, 2017.
- Copy of the fully executed grant agreement.

Fiscal Impact:

The fiscal impact would be revenue into the Treasury Pool between \$96.77 to \$387.06, depending on when the VFA grant and MCFCA match are funded and repayment is received by the Pool.

TREASURY LOAN AGREEMENT

Acknowledgement of Debt.

1. Parties:

A loan from the Mono County Treasury in the amount of \$23,457.89 is hereby made by the County of Mono (the "Lender") to the White Mountain Fire Protection District, located at 25470 Hwy 6, Benton, CA 93512 (the "Borrower"). The loan is in anticipation of the receipt by Borrower of a CalFire Volunteer Fire Assistance (VFA) Grant in the amount of \$11,728.94 and matching funds from the Mono County Fire Chiefs Association (MCFCA) in the amount of \$11,728.95, and shall be used by Borrower to purchase emergency radio equipment.

2. Date of Agreement:

This Agreement is effective as of the date last executed, which shall constitute the Date of Agreement.

3. Period of Loan:

The term of this loan is twelve (12) months from the Date of Agreement (the "Term").

3. Loan Amount:

The Borrower promises to repay to the Lender \$23,457.89, plus interest and other charges, as outlined below.

4. Interest:

The Borrower shall be obliged to pay interest at the rate of 1.65 percent (1.65%) per annum (the "Interest"). Such Interest is to be paid at the end of the Term or at the time the loan is paid in full, if paid early.

5. Prepayment:

The Borrower shall be entitled to repay the full balance of capital and interest at any time after ninety (90) calendar days has elapsed from the Date of Agreement. After ninety (90) calendar days has elapsed and immediately following receipt of the CalFire Volunteer Fire Assistance Grant and/or the MCFCA matching contribution, Borrower shall repay to Lender the total amount of such Grant and/or matching contribution received. Upon any such payment, Interest shall be calculated up to the date of payment.

6. Late Charge:

Any payment not made within ten (10) calendar days of its due date shall be subject to a late charge of 5 percent (5%) of the entire loan amount, which shall be in addition to any amount owed under paragraph 7.

7. Default:

If Borrower has not paid the full amount of the loan at the expiration of twelve (12) months from the Date of Agreement, the Lender will charge Borrower interest on the unpaid balance at 18 percent (18%) per year, calculated up to the date of payment.

8. Insolvency:

The full balance of the capital and interest shall become payable immediately if the Borrower becomes insolvent.

9. Severance:

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

10. Dispute Resolution:

Where any dispute arises among the Parties as to the performance or interpretation of this Agreement the Parties will resolve the dispute in the following manner:

1. First, the Party raising the dispute must immediately notify the other Party of the dispute, providing a reasonable amount of information about the nature of the dispute.
2. Second, the Parties will meet as soon as possible, in person, by phone or by video conferencing, to attempt to resolve the dispute by discussion.
3. Third, except for urgent injunctions, only after steps (1) and (2) have been followed without a satisfactory resolution being reached, may a Party resort to litigation.

11. Payments:

Payment from the Borrower to the Lender under this Agreement will be made no later than twelve (12) months from the Date of Agreement and immediately upon receipt of VFA Grant and MCFCA matching funds as provided in paragraph 5. Payments shall be made to the Mono County Department of Finance at P.O. Box 495, Bridgeport, CA 93517.

12. Preparation of this Agreement:

This Agreement is the product of negotiation by and between the Parties. Each Party has had the opportunity to consult with legal counsel as to this Agreement and its terms and has either done so, or has knowingly waived its right to do so. Therefore, the Parties acknowledge and agree that the Agreement shall not be deemed prepared or drafted by one Party or another and shall be construed accordingly.

13. Representation by County Counsel:

The Mono County Counsel's Office has disclosed to the Parties that it has a pre-existing attorney-client relationship with each of them. Knowing that, the Parties nevertheless give their informed written consent to the County Counsel's office representation of the Lender in this transaction, including reviewing this Agreement on the Lender's behalf. The Parties knowingly and voluntarily waive any actual or potential conflict associated with such representation. The Parties understand that in the event of a future dispute between them arising out of this transaction and/or this Agreement, the County Counsel's Office may be disqualified from representing one or both Parties.

14. Entire Agreement:

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

This Agreement is entered into by and between the Parties as of the date last written below:

County of Mono (Lender)

White Mountain Fire Protection District (Borrower)

Janet Dutcher, Finance Director

David Doonan, Chief

Date

Date

APPROVED AS TO FORM:

Mono County Counsel



White Mountain Fire Protection District



10 August 2017

Dave Doonan, Chief
White Mountain Fire Protection District
25470 Hwy 6
Benton, Ca 93512

Leslie Chapman
CAO, Mono County
P.O. Box 696
Bridgeport, CA 93517

Dear Ms. Chapman,

White Mountain Fire Protection District is requesting a short term loan in the amount of \$23,457.89 from Mono County for the purpose of obtaining essential radio equipment. The funds will be used in advance of a grant awarded to us by Cal Fire Volunteer Fire Assistance. Repayment will be accomplished with an \$11,728.94 reimbursement from this grant and \$11,728.95 reimbursement from the Mono County Fire Chiefs Association.

Please let me know what further information you will need from us.

Thank you for your assistance in this project.

Dave Doonan, Chief
White Mountain Fire Protection District

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
Website: www.fire.ca.gov
(916) 653-7772



August 3, 2017

White Mountain Fire Protection District
25470 Hwy 6
Benton CA, 93512
ATTN: Dave Doonan

Dear Chief Dave Doonan,

Congratulations! White Mountain Fire Protection District's 2017 Volunteer Fire Assistance (VFA) application has been selected for funding in the amount of \$11,728.94. Please be aware that due to the number of applications CAL FIRE received this year, we may have reduced your funding so that we could use the federal funds to the fullest.

Enclosed is your VFA Agreement 7FG17161 package to be completed and **returned to me no later than December 1, 2017** or the award will be forfeited. The package includes Instructions/Checklist, your department's VFA Agreement to be completed, your approved VFA award application, a copy of the CAL FIRE Board of Resolution template (if needed), the STD. 204 form with sample, and the AD 1048 form with sample. It is important that you read and follow the instructions carefully.

DO NOT purchase any items and or do any work until you receive a fully executed agreement signed by CAL FIRE with a letter advising you that you may purchase the items and /or begin work. Any items purchased and/or work done prior to the *last* CAL FIRE signature date will not be reimbursable.

If your governing body chooses not to accept the award, or your department cannot use any portion of the award, please notify me as soon as possible. This will enable us to reallocate the funds to another fire department.

Utilize the 2017 VFA Procedural Guide for important dates and instructions.

If you have any questions you may call me at (916) 653-3649 or email at Megan.Esfandiary@fire.ca.gov.

Sincerely,

Megan Esfandiary
Grant Analyst
Grants Management Unit



CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
APPLICATION FOR FUNDING
COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978
VOLUNTEER FIRE ASSISTANCE (VFA) PROGRAM
Agreement #7FG 17161



A. DEPARTMENT/ORGANIZATION:

Organization Name :

Contact's First Name : Contact's Last Name :

Street Address :

Mailing Address :

City : County : Zip Code :

State : CAL FIRE Unit :

Phone Number : Email Address :

DUNS Number : To check to see what your DUNS number is, or to apply for one, please go to:
<https://iupdate.dnb.com/iUpdate/companylookup.htm>

B. AREA TO BE SERVED BY AWARD (Include areas covered by contract or written mutual aid agreements).

Number of Communities : Area : sq. miles Congressional District # :

Population : Annual Budget :

Latitude N ° ' " Longitude W ° ' "

Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project.

All projects **must** have a project area.

C. ACTIVITY : Annual number of emergency incidents.

Fire : + EMS : + Other : = **TOTAL : 60**

D. INDIAN TRIBAL COMMUNITY (If project includes an Indian Tribal Community, please provide) :

Population : Size (acres) : # of structures : Distance to nearest fire station (miles) :

CAL FIRE USE ONLY (Formula-driven)			
Project Total Cost	\$23,457.89	TOTAL APPLICATION REQUEST (up to 50% \$500 minimum - \$20,000 maximum)	\$11,728.94
AMOUNT FUNDED FOR THIS AGREEMENT		<input type="text" value="11,728.94"/>	

E. Proposed Project (List individual items for funding. Please put in funding priority order) :

	Type	Item	Quantity	Unit Cost	Item Total
1.	Communications	KNG P150 w/ Accessory Kit	3	\$2,160.15	\$6,480.45
2.	Communications	KNG P150CMD w/ Accessory Kit	2	\$2,700.93	\$5,401.86
3.	Communications	DMH Mobile Radio w/ Installation Kit	2	\$2,257.65	\$4,515.30
4.	Communications	DBH Base Station	1	\$3,520.00	\$3,520.00
5.	Communications	Base Antenna w/ Mounting Kit	1	\$1,780.67	\$1,780.67
6.	Communications	Radio Programming Software	1	\$1,009.61	\$1,009.61
7.	Communications	Handheld Radio Batteries	10	\$75.00	\$750.00
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					

CAL FIRE USE ONLY (Formula-Driven) PROJECT TOTAL COST	\$23,457.89
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G. ADDITIONAL INFORMATION 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977 : Limited to space below.

White Mountain Fire Protection District is an all volunteer fire department located in the remote eastern portion of Mono County. The Department currently staffs 3 engines, 2 water tenders, 1 ambulance and a command vehicle with 20 volunteers out of 1 station. The annual call volume has risen steadily over the last several years to nearly 60 currently. Water supply is addressed with one public well as well as private ranch water systems and surface water sources. There are no municipal water systems, other than a small hydrant system on reservation property. The district is made up of 4 population centers, Benton, Hammil Valley, the Utu Utu Gwaitu Paiute Tribe Reservation and Old Benton. The rest of the district is a sparsely populated, mountainous area covering in excess of 180 square miles. In addition to residential, this district contains a major high speed highway as well as light commercial, hotel, ranch land, rangeland and forest land. Hazards faced in this district include, residential structure fires, wildland interface fires, wildland fires, traffic accidents, hazardous materials, floods and emergency medical services. White Mountain Fire Protection District maintains mutual aid agreements with other local departments as well Cal Fire and US Forest Service. Currently, the department has a scattered mix of old communication equipment. With a combination of old equipment and mountainous terrain, communication is not reliable. The purpose of this project is to dramatically improve communications throughout the district, bring the department into compliance with current standards of radio communication equipment, standardize radios for ease of training and communication and interoperability with state and federal agencies.

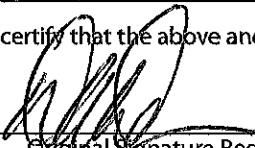
In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advanced written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2018. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2018.

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:


Original Signature Required: Grantee's Authorized Representative

5/18/17
Date Signed

Printed Name

Title

Executed on:
Date

at
City

Organization Name: White Mountain Fire Protection District

**Grant Assurances
for
Cooperative Forestry Assistance Act of 1978
Volunteer Fire Assistance (VFA)**

Organization Name : White Mountain Fire Protection District

Contact's First Name : Dave

Contact's Last Name : Doonan

Street Address : 25470 Hwy 6

Mailing Address : 25470 Hwy 6

City : Benton

County : Mono

Zip Code : 93512

State : California

CAL FIRE Unit : BDU - San Bernardino Unit

Phone Number : 7609370764

Email Address : whitemountainfire@gmail.com

DUNS Number : 161210646

To check to see what your DUNS number is, or to apply for one, please go to:
<https://iupdate.dnb.com/iUpdate/companylookup.htm>

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Volunteer Fire Assistance grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time or volunteer) are fully equipped with appropriate wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing and equipment includes :
 - Safety helmet
 - Goggles
 - Ear Protection
 - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
 - Fire-resistant (i.e. Nomex) shirt and pants
 - Gloves
 - Safety work boots
 - Wildland fire shelter
 - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements , policies and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements. See Forest Service Civil Rights literature [here](#).
8. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Organization Name : White Mountain Fire Protection District

In compliance with NFPA 1977 and trained in the use of Wildland PPE.

Not in compliance with NFPA 1977 but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent :

Signature of Authorized Agent : 

Title of Authorized Agent :

Date :



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

TIME REQUIRED

SUBJECT Closed Session - Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
8/15/2017 10:28 AM	County Administrative Office	Yes
8/21/2017 2:58 PM	County Counsel	Yes
8/14/2017 3:57 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Appeal by Larry and Mary Smith of Administrative Citation issued for violations on real property identified by APN No. 015-270-011, and located at 70 Leonard Ave., June Lake, CA 93529; appeal by Stephanian Living Trust of Administrative Citation issued for violations on real property identified by APN No. 015-270-005, and located at 27 Carson View Dr., June Lake, CA 93529; appeal by Schreiber Family Trust of Administrative Citation issued for violations on real property identified by APN No. 015-270-003, and located at 184 Leonard Ave., June Lake, CA 93529.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Anne Larsen

PHONE/EMAIL: 760 924-1707 / alarsen@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
8/30/2017 7:14 PM	County Administrative Office	Yes
8/24/2017 3:38 PM	County Counsel	Yes
8/29/2017 8:44 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

TIME REQUIRED

SUBJECT

Closed Session - Public Employment:
Public Works Director

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
8/30/2017 4:07 PM	County Administrative Office	Yes
8/31/2017 10:23 AM	County Counsel	Yes
8/30/2017 4:13 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: CAO

TIME REQUIRED 30 minutes (15 minute presentation;
15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Tony Dublino

SUBJECT Mono County Recreation - Workshop and Recommendation of the Mono County Recreation Task Force

AGENDA DESCRIPTION:

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

Presentation by Tony Dublino regarding recreation issues, opportunities and investments in in Mono County, including recommendation to Board from the Mono County Recreation Task Force.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5415 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> Staff Report
<input type="checkbox"/> MC RTF Recommendation
<input type="checkbox"/> MoCo Rec Task Force Presentation

History

Time	Who	Approval
8/30/2017 7:02 PM	County Administrative Office	Yes

8/24/2017 5:23 PM

County Counsel

Yes

8/30/2017 4:13 PM

Finance

Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Date: September 5, 2017
To: Honorable Board of Supervisors and Town Council
From: Tony Dublino, Assistant CAO
Subject: Mono County Recreation workshop and Task Force Recommendation

Recommended Action(s):

Receive presentation regarding recreation issues and opportunities within Mono County, including current investments in recreation. Receive recommendation of Mono County Recreation Task Force.

Fiscal Impact:

None. Informational only.

Discussion:

At the July 18 Town/County Joint meeting, the Board created the Mono County Recreation Task Force, with the general direction for the group to develop a recommendation to the County Board on how the County might best improve and enhance recreation experiences in the future.

The group has met 3 times, on July 27, August 4th and August 28th. These meetings have focused on developing a recommendation for Board consideration, and the emerging recommendation is included with this item.

Today's item is meant to inform the Board of the Task Force's recommendation and intent, and to provide additional information/context regarding the County's current approach to recreation so the Board is prepared to duly consider the Task Force recommendation.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,

Tony Dublino
Assistant CAO

RECOMMENDATION OF THE MONO COUNTY RECREATION TASK FORCE TO THE MONO COUNTY BOARD OF SUPERVISORS

Background:

The recreation task force, as formed on July 18, included members of the Board of Supervisors, Mammoth Lakes Town Council, and Danna Stroud of the Sierra Nevada Conservancy. Participation in task force meetings included representatives from the Inyo National Forest, Humboldt-Toiyabe National Forest, Bishop Bureau of Land Management Field Office, Caltrans, Mammoth Lakes Recreation, and town and county staff members. Together, the group identified a set of values to guide the discussion, and to help determine key findings.

Values:

- Take a collaborative approach, leverage resources (no one can afford to do it alone), work regionally from an Eastern Sierra perspective
- Think beyond current budget, administrative boundaries
- Engage with the recreation economy, and the state and national outdoor recreation movement
- Use model of town working with Inyo National Forest
- Protect natural resources
- Enhance and improve recreation assets and experiences
- Work should be sustainable for generations to come
- Build on what we have—connect and coordinate existing facilities
- Seek public engagement, stewardship, education, investment, volunteerism (work to unite)

Key Task Force Findings:

- The county should invest in recreation, including recreation on public lands in our county, and develop programs and capacity for the county to engage in outdoor recreation opportunities.
- Destination and experience-based recreation represents a major, expanding, and sustainable sector of the economy of Mono County.
- Recreation assets are wide-ranging. Assets include trails, lakes, rivers and creeks, parks and playgrounds, tennis courts and ballfields. In addition to physical assets there are non-physical assets such as experiences and destinations.
- The vast majority of recreation assets and opportunities within the region are located on public lands managed mostly by federal and local agencies and districts, and there is a need for continued and enhanced coordination and collaboration, which is a highly complicated task.
- As participants in task force meetings, agency representatives confirmed the need for assistance from local government with the maintenance and operation of existing recreation infrastructure.
- Agency representatives also identified a need for increased connectivity between existing assets, communities and transportation corridors.
- Mono County has invested significant resources in the development of recreation assets including community planning and visioning, transportation and connectivity planning, marketing, information sharing and the funding of trails maintenance and construction via nonprofit organizations and partner agencies.

- Investment in recreation has community health benefits beyond economic development.
- There are opportunities to enhance and/or expand the existing recreation assets to provide for future economic and community growth.
- There are opportunities for additional coordination of volunteer stewardship efforts and grant funding that could enhance trails-based recreation with reduced financial impact to the County.
- Other local agencies, such as the Town of Mammoth Lakes, have successfully funded recreation-based services through local tax measures that have produced increased capacity for recreation and there is an opportunity for Mono County to pursue the same.

Recommendation:

The Mono County Recreation Task Force respectfully recommends to the Board of Supervisors consider the following:

- ***County Recreation Position: In order to most effectively coordinate and address these needs, the MCRTF recommends to the Board of Supervisors the County establish a position and hire a single point of contact to coordinate all the County's recreation efforts, with emphasis on the following two recommendations:***
 - ***Focus on Existing Needs: The County should consider how to best support needs within the existing recreation assets, including helping public lands management agencies with operations and maintenance.***
 - ***Revenue Expansion: The County should consider efforts at generating and/or securing revenue for the purposes of supporting sustainable recreation assets within the County. This revenue may come from existing revenue sources, grants, or local tax measures.***
 - ***Coordinate marketing and communication with partners.***



Sustainable Recreation in Mono County

History, Current State,
Future Opportunities

Recreation History in Mono County

- Early 1900's – Call to the Eastern Sierra (Mono Inn, Mark Twain Days).
- Fishing and hunting lodges (Paradise, Rock Creek, Virginia Lakes...).

It is important to understand the relationship between these two economic sectors within the Mono County economy. **The anchor is tourism, which attracts visitors and visitor spending.** This spending spurs employment and helps to generate real estate sales, which in turn generates professional services employment.



Outdoor Recreation Today in Mono County

Outdoor Recreation for Visitors and Residents

- Hiking
- Fishing
- Photography
- Camping
- Downhill Skiing
- Bird Watching
- Boating
- Hot Springs
- Snowboarding
- Rock Climbing
- Cross Country Skiing
- Kayaking
- Golf
- Sledding
- Rock Hounding
- Horseback Riding
- Off-Road Motor Sports
- Snow Shoeing
- Geo-Caching
- Ice Climbing



Mono County's Current Investments in Recreation

- Outside Funding Sources

- Local Transportation Commission

- *Flows through Planning Department for planning and project development*
 - *FY 16/17 : \$25,000 trails; \$5,000 wayfinding*

- General Fund

- Economic Development Department

- *Print, social media*
 - *Mapping, building shoulder seasons, dispersal of information*

- Community Development Department

- *RPACs, community planning and organization of trails planning efforts*

- Public Works

- *Maintenance of parks, marinas, ball fields, tennis courts, roads, etc.*
 - *\$168,000 in FY 16/17*
 - *Public Works Department of Parks and Recreation*
 - *No Longer exists in this capacity*

- Fish Stocking

- *\$125,000 per year*

- Other GF commitments

- *Trails Maintenance -- \$8,500*
 - *Youth Sports -- \$8,000*
 - *Public Lands, Trails and Recreation Planning -- \$7,500*



Recreation, as found in Mono County's Strategic Planning

- Economic Development Strategy

1.6 Use recommendations from existing community-based plans to begin implementing prioritized projects that enhance and expand the recreation product that drives the tourism economy throughout Mono County. This includes working across jurisdictional boundaries to develop connected, year-round accessible trail systems, expanded staging and parking areas, branded signage, and wayfinding systems throughout the respective communities.

- County Strategic Plan Focus Areas

- Workforce Wellness
- Support Healthy People in Healthy Communities
- Promote a Strong and Diverse Economy
- Strengthen economy through trail development and expanding recreation opportunities with public and private partners (2016/2017 focus area)



Current Issues and Needs

- Maintaining and enhancing current infrastructure
 - Trail and Facilities Maintenance
 - Trailhead Parking areas, bathrooms, trash, etc.
 - Signage and Wayfinding
 - Impacts to Visitor Experiences
- Fish Stocking
- Connectivity with Transportation
- Marketing and Communication Consistency



Is now the time?

- Federal agencies facing severe cutbacks to budget and staff
- Sustainable Recreation Element / Inyo National Forest Plan Revision (October 2017)
- Humboldt-Toiyabe National Forest Assessment phase starting 2019
- Partnership opportunities with Town, State/Federal Agencies
- Funding Potential in the near future
 - CA Cap and Trade / Climate Change
 - CA Parks Bond



How are others approaching their issues and needs?

- Agencies like USFS and BLM have been studying trends and identifying the economic impacts of recreation on public lands.
- Oregon, Utah, Colorado, Wyoming, Vermont have statewide initiatives to enhance recreation.
- Regions like Lassen County, CA and Gunnison Valley, CO have developed economic development strategies with a focus on recreation.
- Towns like Fruita, CO and Limon CO have developed specific strategies for enhancing and utilizing recreation assets.

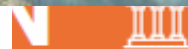


Oregon Outdoor Recreation Initiative

The State of Utah



January 2013



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Future Opportunities

- Coordinate current recreation efforts, create efficiencies
- Potential partnership with Town of Mammoth Lakes
- Organize community efforts and volunteer efforts
- Liaison with agencies to make things happen
- Identify and pursue funding



Mono County Recreation Task Force Recommendation

- ***County Recreation Position:*** In order to most effectively coordinate and address these needs, the MCRTF recommends to the Board of Supervisors the County establish a position and hire a single point of contact to coordinate all the County’s recreation efforts, with emphasis on the following three areas:
 - ***Focus on Existing Needs:*** The County should consider how to best support needs within the existing recreation assets, including helping public lands management agencies with operations and maintenance.
 - ***Revenue Expansion:*** The County should consider efforts at generating and/or securing revenue for the purposes of supporting sustainable recreation assets within the County. This revenue may come from existing revenue sources, grants, or local tax measures.
 - ***Coordinate marketing and communication with partners.***



Fulfilling the Recommendation

- Multi-year commitment
- Establish clear deliverables
- Establish measurable outcomes
- Leverage Outside Resources
- Exploring New Partnerships



Next Steps

- Approve Budget/Allocate Financial Resources
- Staff to analyze implementation and recommended approach
- Board approval of Allocation List / Creation of Position or approach





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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 5, 2017

Departments: Public Works, Solid Waste Division

TIME REQUIRED 20 minutes (10 minute presentation;
10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Justin Nalder, Solid Waste Superintendent

SUBJECT Solid Waste Program Update

AGENDA DESCRIPTION:

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

Presentation by Justin Nalder, updating the Board on the current status of significant projects within the Solid Waste Division.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

Pending direction from the Board, the County can anticipate incurring upwards of \$20,000 per year in lost revenue. If the programs are modified in implementation, there is the potential for reducing lost revenue to around \$8,000 per year.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: 760.932.5453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
R12-72

History

Time	Who	Approval
8/30/2017 3:50 PM	County Administrative Office	Yes
8/24/2017 5:21 PM	County Counsel	Yes

8/30/2017 7:01 PM

Finance

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

Date: September 5, 2017
To: Honorable Board of Supervisors
From: Justin Nalder, Solid Waste Superintendent

Subject: General Updates from Solid Waste Division and Discussion of Solid Waste Fee Waivers.

Recommended Action: Review status of the Solid Waste Fee Waiver Program, and provide direction to staff regarding future implementation.

Fiscal Impact: If the programs continue as is, the County can anticipate incurring upwards of \$20,000 per year in lost revenue. If the programs are modified in implementation, there is the potential for reducing around \$8,000 per year.

General Updates:

Benton Crossing Landfill Closure

The draft Final Closure Plan will be ready for agency review by the end of the 2017.

Future Planning

A draft recommendation for long-term waste handling in Mono County will be addressed with the Solid Waste Task Force at the next regularly scheduled meeting in September, at which point the Town of Mammoth Lakes will be engaged in conversation about their long-term planning efforts on Solid Waste.

Biomass Boiler Feedstock

Wood chip production is underway providing adequate and appropriate feed stock. New components were purchased and installed on the wood chipper to meet necessary quality controls on chip consistency. Special attention continues to be taken on selection of raw source material.

Parcel Fee Assessments

Updates for the 2016-2017 fiscal year have been completed. The Flow Agreement with the Town of Mammoth Lakes is in effect and states that the County will remit 5% of the revenue from the Parcel Fees which were generated from within the Town limits for the 2016-2017 fiscal year.

Legislation

Discussions with the Rural Counties Environmental Services Joint Powers Authority are underway regarding SB 1383 and how it pertains to California and local governments. SB 1383 establishes targets to achieve a 50% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75% percent reduction by 2025. Cal

Recycle has established an additional target that not less than 20% of currently disposed edible food is recovered for human consumption by 2025. Guidelines for implementation in rural areas are currently being drafted as existing models for collection and reporting were designed for urban settings.

Discussion:

Waiver Programs

In response to requests for waived tipping fees at the county's landfills for specific activities the Board of Supervisors approved Resolution 12-72 in November 2012 which approved the waiver of disposal fees for certain events and programs within the County. The Resolution included community cleanup days, thrift store activities, the wood waste voucher program, as well as illegal dumping cleanup efforts. Resolution 12-72 also established that staff would monitor the programs and provide updates to the Board. The last update was provided in March 2016.

The overall costs of waivers provided by the County in 2016/2017 fiscal year totaled \$18,626.65, which is a \$3,550.09 decrease from last year, primarily due to the reduction in wood waivers. Over the last 4 years, manure waivers average about \$1,500 per year, thrift store waivers have averaged less than \$500 per year, and illegal dumping waivers have averaged about \$400 per year.

Special note should be taken for costs associated with the community cleanup waiver program as well as the wood waiver program. Both programs are widely utilized and have substantially increased in scope over the years.

Historic costs for the community cleanup voucher program are as follows:

2012/13: \$2,156
2013/14: \$2,210
2014/15: \$2,779
2015/16: \$4,935
2016/17: \$6,743

The increases in cost may be related to a higher participation in community cleanup, although more likely can be attributed to use of community cleanup days as "free trash" days. Existing controls are insufficient to "discourage" special handling items such as tires and TVs, and it appears as though some community members are stockpiling these items for disposal on the community cleanup days, when they know it will be free. This issue has been discussed before the Board in the past, and there has been no direction to increase controls and supervision of these events, and the trends have continued to grow.

Historic costs for the wood voucher program are as follows:

2010/11: \$4,200
2011/12: \$4,800
2012/13: \$3,498
2013/14: \$7,284

2014/15: \$15,227
 2015/16: \$15,491
 2016/17: \$9,505

The decrease from the 2015/16 fiscal year to the 2016/17 fiscal year was due in large part to the completion of a community-scale defensible space project in Swall Meadows that had utilized vouchers during both 2014/15 and 2015/16. There remains an ongoing concern of contractors using homeowner defensible space wood vouchers for ineligible material. This fiscal year, 2017/18, is already seeing a very large number of wood vouchers processed. The wood waste voucher program may have become a loophole for citizens and contractors to waive fees of all wood waste, including wood not gathered from defensible space. Contractors have been asked to specify properties from which the wood was collected in an effort to curtail inappropriate use.

Mono County Solid Waste Fee Waivers				
	Fiscal Year			
Program	2013/14	2014/15	2015/16	2016/17
Wood Waiver	\$7,263.85	\$15,227.36	\$15,490.51	\$11,871.77
Manure	\$1,470.00	\$1,915.00	\$1,300.00	\$1,215.00
Thrift Store	\$830.66	\$163.39	\$211.10	\$537.94
Illegal Dumping	\$360.75	\$469.43	\$240.34	\$625.42
Community Cleanups	\$2,210.26	\$2,778.87	\$4,934.79	\$6,742.98
Total	\$12,135.52	\$20,554.05	\$22,176.74	\$18,626.65

If you have any questions regarding this item, please contact me at (760) 932-5453.

Cordially,

Justin Nalder
 Solid Waste Superintendent



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RESOLUTION NO. R12-72

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS
ESTABLISHING POLICIES AND PROCEDURES FOR THE
WAIVER OF TIPPING FEES FOR CERTAIN EVENTS AND ACTIVITIES
WITHIN MONO COUNTY.**

WHEREAS, the Board of Supervisors has adopted Resolution 98-56 and Minute Orders 02-95 and 07-124, authorizing certain exemptions from tipping fees at county landfills and transfer stations; and

WHEREAS, the purpose and intent of such waivers has historically been to promote community efforts to clean up public lands and to promote the beneficial reuse of items which would otherwise be discarded; and

WHEREAS, the County has been approached in recent years by individuals and entities requesting fee waivers for similar beneficial purposes; and

WHEREAS, the Solid Waste Task Force has reviewed those requests and recommended the policies set forth in this Resolution to the Board; and

WHEREAS, the Board of Supervisors finds and declares that the granting of fee waivers as set forth in this Resolution fulfills the public purposes of reducing litter and encouraging the beneficial reuse of discarded goods; and

WHEREAS, it is the desire of the Board to provide a unified Resolution governing fee waivers which establishes clear policies pursuant to which such waivers may be implemented in the years to come;

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

SECTION ONE: EXEMPTION AUTHORIZED

The Mono County Department of Public Works shall exempt any thrift store operating in Mono County from payment of tipping fees for the disposal of items of personal property left and abandoned on the thrift store's premises without the store's consent, as well as items the store has duly attempted to sell and re-use, but have been deemed by the thrift store as unsellable. The disposal of solid waste generated by the thrift store in its ordinary course of business shall not be exempt from tipping fees. When disposing of such items and materials, a fee waiver manifest will be required and logged accordingly.

1 The Mono County Department of Public Works shall waive solid waste disposal fees associated with
2 trash collected during annual community clean-up events conducted by volunteer groups throughout
3 Mono County. Waived fees shall generally apply to litter and other routine waste materials. Large
4 household appliances, car bodies or other large, bulky objects that require special handling shall be
5 discouraged to the extent feasible. It is the responsibility of the event organizer to ensure the event is
6 conducted so as to discourage these items from being disposed of during the event. This waiver shall
7 apply only to organized events that take place on public lands or public rights-of-way, but does not
8 extend to the Caltrans Adopt-a-Highway program. The organizing group shall make request for waiver
9 from solid waste disposal fees in writing to the Public Works Director at least ten working days prior to
10 the scheduled event-taking place. When disposing of such items and materials, a fee waiver manifest
11 will be required and logged accordingly.

12 The Mono County Department of Public Works shall waive solid waste disposal fees associated with
13 the disposal of clean wood waste when valid coupons are presented at the time of disposal. These
14 coupons shall be distributed by the local fire chiefs, and shall be distributed based on the need for
15 defensible space. The fire chief for each fire district shall estimate the total number of coupons needed
16 within the district.

17 The Mono County Department of Public Works shall waive solid waste disposal fees associated with
18 illegally dumped trash and debris on public lands that has been collected and transported to the transfer
19 station and landfills by the USFS or the BLM, or their authorized representative. When disposing of
20 such items and materials, a fee waiver manifest will be required and logged accordingly.

21 **SECTION TWO: DEFINITIONS**

22 The term "thrift store" means a store with a regular place of business and regular hours of operation the
23 ongoing business activity of which consists primarily of accepting and receiving donations of used
24 personal property from members of the public, which it sells to other members of the public. As used
25 in this resolution, the term donation means only the voluntary relinquishment of possession, title, and
26 any future claim with respect to an item of personal property without receipt by the donor of such
27 property of any actual or potential money, goods, services, promises, or other consideration in
28 exchange for such relinquishment. All terms forms used in this resolution shall have the same meaning

1 as set forth In the Definitions section of Resolution 98-27 of the Board of Supervisors, unless the
2 context clearly requires otherwise.

3
4 **SECTION THREE: EXEMPTION PERMITS**

5 Any organization claiming status as "thrift store" and, wishing to utilize the tipping-fee exemption
6 authorized by this resolution shall first apply to the Department of Public Works for an exemption
7 permit. The form of such applications and the manner of their processing shall be prescribed by the
8 Public Works Department. The Director of Public Works or his or her designee ("the Director") shall
9 grant an exemption permit to any applicant who, in the sole judgment of the Director, meets the
10 definition of thrift store prescribed herein. Permits issued shall remain valid until suspended or revoked
11 by the Director. Permits are non-transferable without the express written consent of the Director.
12 Permits are a privilege, not a right, property interest, or entitlement of any kind and the Board of
13 Supervisors may discontinue, modify, or limit the fee waiver program at any time. The Director may
14 require permit holders or their representatives to present their permits and such other documentation as
15 the Director may deem appropriate at the gates of the landfill when disposing of waste for which an
16 exemption is claimed. The Director may impose such other procedural requirements on permit holders
17 as the Director deems appropriate in order to verify exemption eligibility, account for exempt waste
18 going into the landfill, or otherwise implement this resolution. The Director may also from time to time
19 require any permit holder to supply such information as the Director deems necessary In order to verify
20 the holder's continuing eligibility for the permit. A permit may be revoked or suspended by the Director
21 at any time, with or without notice or a hearing, for any of the following reasons: failure by a permit
22 holder to provide information requested by the Director; failure by a permit holder to comply with any
23 permit-related requirement imposed by the Director; fraud or misrepresentation by any person in
24 applying for or using a permit; intentional or negligent misuse or abuse of the permit; failure by the
25 permit holder to meet the definition of "thrift store" at any point; or such other reason as the Director
26 may deem appropriate. The Director's decision on any issue relating to exemption permits, including
27 but not limited to permit issuance, suspension, or revocation, shall be final and non-appealable.

28 **SECTION FOUR: REPORTING AND ACCOUNTING**

Any trash for which a fee waiver is granted (hereinafter "exempt trash") must be charged to an account established for that specific purpose. Whenever exempt trash is delivered to the landfill, except when a wood waiver coupon is used, the responsible individual shall be required to fill out a Fee Waiver

1 Manifest log identifying the origin of the trash, and any other information the Public Works Director
2 deems necessary and appropriate for accounting and reporting purposes.


3
4 The Director or his designee shall report the annual totals of the waiver programs to the Board of
5 Supervisors during the first quarter of each year.

6 **SECTION FIVE: MISCELLANEOUS**


7 This resolution supersedes Resolution 98-56, and Minute Orders 02-95 and 007-124. In the event that a
8 portion of this resolution is ever declared unconstitutional, invalid, or otherwise unenforceable by a
9 court of competent jurisdiction, such portion shall be severable from the remaining provisions of this
10 resolution, which the Board of Supervisors declares it would have adopted even without the severed
11 portion(s).

12 **PASSED, APPROVED and ADOPTED** this 2nd day of October, 2012, by
13 the following vote, to wit:

- 14 **AYES:** Supervisors Hansen, Hazard, Hunt and Johnston.
15 **NOES:** None.
16 **ABSENT:** Supervisor Bauer.
17 **ABSTAIN:** None.


BYNG HUNG, Vice-Chair
Mono County Board of Supervisors

18 **ATTEST:**
19 
20 Clerk of the Board, Sr. Deputy

APPROVED AS TO FORM:

County Counsel