



# 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 Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

### Regular Meeting March 19, 2019

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#### 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 - NONE**

3. **COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

4. **DEPARTMENT/COMMISSION REPORTS**

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. **FY 2017 - 22 Public Health Emergency Preparedness Program Standard Agreement Amendment #17-10173 A01**

Departments: Health Department

Agreement amendment #17-10173 A01 with the California Department of Public Health.

**Recommended Action:** Approve County entry into the Public Health Emergency Preparedness Program Standard Agreement Amendment #17-10173 A01 and authorize the Public Health Director's signature to execute said amendment on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments for Agreement #17-10173 that shift funds between budget categories without changing the grant allocation.

**Fiscal Impact:** There is no fiscal impact to the County General Fund. The agreement amendment will shift funds between budget categories, and does not change the grant allocation.

B. **FY 2018-2019 Homeland Security Grant Program (HSGP)**

Departments: Sheriff

The California Emergency Management Agency has requested a governing body resolution for participation in the Homeland Security Grant. The HSGP supports efforts to build and sustain core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

**Recommended Action:** Approve Resolution 19-\_\_\_, Authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Homeland Security Grant Program (HSGP) for Fiscal Year 2018-2019.

**Fiscal Impact:** This resolution will assist with meeting the grant guidance for participation in the HSGP for Fiscal Year 2018-2019. When the grant is awarded,

the award will not exceed \$150,000.00. There is no match requirement to this grant.

**C. FY 2019-2020 Homeland Security Grant Program (HSGP)**

Departments: Sheriff

The California Emergency Management Agency has requested a governing body resolution for participation in the Homeland Security Grant. The HSGP supports efforts to build and sustain core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

**Recommended Action:** Approve Resolution 19-\_\_\_, Authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Homeland Security Grant Program (HSGP) for Fiscal Year 2019-2020.

**Fiscal Impact:** This resolution will assist with meeting the grant guidance for participation in the HSGP for Fiscal Year 2019-2020. When the grant is awarded, the award will not exceed \$150,000.00. There is no match requirement to this grant.

**D. Letter of Support for AB 402 - Optional Local Primacy Agency (LPA) Fund Stabilization**

Departments: Health

(Louis Molina) - Request the Board of Supervisors to submit a letter of support for AB 402 which, if passed, would provide a mechanism to fund staffing and regulatory oversight for Mono County's LPA program.

**Recommended Action:** Approve BOS support letter for AB 402 - Optional LPA Fund Stabilization.

**Fiscal Impact:** No General Fund impact. Potential funding of up to 100% of Health Department costs in implementing the LPA program.

**E. MOU with Mono County Paramedic Fire Rescue Association and Related Personnel Rules Amendments**

Departments: Human Resources

Proposed resolutions adopting and approving Memorandum of Understanding between the County and Mono County Paramedic Fire Rescue Association (MCPFRA) for the years 2019-2021 and adopting and approving amendments to Mono County Personnel Rules 290 (leave of absence due to death in the family), 300 (critical illness leave) and 330 (miscellaneous leave), as applicable to the MCPFRA.

**Recommended Action:** 1. Adopt proposed resolution R19-\_\_\_, Approving Memorandum of Understanding with the Mono County Paramedic Fire Rescue

Association. 2. Adopt proposed resolution R19-\_\_\_, Amending Mono County Paramedic Fire Rescue Association Personnel Rules 290, 300, and 330.

**Fiscal Impact:** Year 1= \$37,899, year 2= \$29,783, year 3= \$89,223 for a total of \$156,910 during the 3-year term.

**6. CORRESPONDENCE RECEIVED - NONE**

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.

**7. REGULAR AGENDA - MORNING**

**A. Hess Park Electric Vehicle Car Charger Demonstration Project at the Pioneer Solar Pavilion in Lee Vining**

Departments: 350 MONO Climate Action, Mono Basin Historical Society, Electric Auto Association of California, Adopt a Charger

20 minutes

(Janet Carle, Lynn Boulton, Don Condon) - Seeking approval for installation of a Level 2 electric vehicle car charger at Hess Park in Lee Vining, powered by the Pioneer Solar Pavilion.

**Recommended Action:** Support the installation of a electric vehicle car charger at the Solar Pavilion in Hess Park as a 2-year demonstration project at no cost to the County.

**Fiscal Impact:** If Board direction includes installation of the donated Electric Vehicle charger, there is fiscal impact from use of Public Works staff and equipment.

**B. Short-Term Rental (STR) Activity Permit 19-001/Fettes**

Departments: Community Development - Planning

PUBLIC HEARING - 9:30 AM (20 minutes)

(Kelly Karl) - Public hearing regarding Short-Term Rental (STR) Activity Permit 19-001/Fettes, an owner-occupied (Type I) short-term rental use in a detached one-bedroom accessory dwelling unit at 149 Mountain View Lane (APN 016-152-009) in June Lake, with a maximum occupancy of two persons and two vehicles.

**Recommended Action:** Conduct public hearing. Consider and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption 2. Approve STR Activity Permit 19-001 subject to the required findings and conditions as recommended or with desired modifications.

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

**C. Sustainable Recreation Update**



Departments: Public Works

15 minutes

(Matthew Paruolo) - Presentation by Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator, on efforts relating to the Eastern Sierra Recreation Partnership, with discussion of tentative work plans for 2019.

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

**Fiscal Impact:** None at this time.

**D. Mutual Aid Agreement Among Mono County, Antelope Valley, Bridgeport, Lee Vining, Mono City, June Lake, Mammoth Lakes, Long Valley, Paradise, Wheeler Crest, White Mountain, and Chalfant Valley Fire Protection Districts**

Departments: EMS, Sheriff, IT

30 minutes

(Chris Mokracek, EMS Chief) - The purpose of the Agreement is to specify the manner and means by which each of the Parties will provide fire prevention, detection and suppression and/or emergency services resources and/or assistance to each other.

**Recommended Action:** Approve County entry into Mutual Aid Agreement with the 11 County Fire Protection Districts.

**Fiscal Impact:** None anticipated at this time.

**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 - Performance Evaluation, County Counsel**

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

**C. 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: 1. Facts and circumstances: Mono County Emergency Response within Madera County.

**D. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

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

**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. Transition Planning and Recruitment for County Administrative Office**

Departments: Board of Supervisors

20 minutes

(Stacey Simon) - Transition planning and recruitment to fill vacanc(ies) in the County Administrative Office in light of the recently-announced departure of current CAO Leslie Chapman.

**Recommended Action:** Discuss options and provide direction to staff regarding processes for addressing the upcoming vacancy in the office of the County Administrator including, but not limited to: recruitment, use of consultants/search firms to identify candidates, interim staffing and Board member involvement.

**Fiscal Impact:** None.

**12. BOARD MEMBER REPORTS**

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

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 19, 2019

**Departments: Health Department**

**TIME REQUIRED**

**SUBJECT** FY 2017 - 22 Public Health  
Emergency Preparedness Program  
Standard Agreement Amendment  
#17-10173 A01

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Agreement amendment #17-10173 A01 with the California Department of Public Health.

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### RECOMMENDED ACTION:

Approve County entry into the Public Health Emergency Preparedness Program Standard Agreement Amendment #17-10173 A01 and authorize the Public Health Director's signature to execute said amendment on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments for Agreement #17-10173 that shift funds between budget categories without changing the grant allocation.

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### FISCAL IMPACT:

There is no fiscal impact to the County General Fund. The agreement amendment will shift funds between budget categories, and does not change the grant allocation.

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**CONTACT NAME:** Sandra Pearce

**PHONE/EMAIL:** 760.924.1818 / spearce@mono.ca.gov

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### SEND COPIES TO:

Sandra Pearce

Deb Diaz

Kim Bunn

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Staff Report](#)

[Agreement Amendment](#)

[Original Standard Agreement](#)

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### History

Time	Who	Approval
3/13/2019 7:35 PM	County Administrative Office	Yes
3/13/2019 3:04 PM	County Counsel	Yes
3/14/2019 9:55 AM	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: March 19, 2019  
TO: Honorable Board of Supervisors  
FROM: Sandra Pearce, Public Health Director  
SUBJECT: **FY 2017/22 Public Health Emergency Preparedness Program Standard Agreement Amendment #17-10173 A01**

### **Recommendation:**

Approve County entry into the Public Health Emergency Preparedness Program Standard Agreement Amendment #17-10173 A01 and authorize the Public Health Director's signature to execute said amendment on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments for Agreement #17-10173 that shift funds between budget categories without changes to the grant allocation.

### **Discussion:**

The Mono County Health Department currently contracts with the California Department of Public Health (Standard Agreement #17-10173 for FY 2017-2022) to complete the scope of work associated with the Public Health Emergency Preparedness (PHEP) grant, Hospital Preparedness Program (HPP) grant, and State General Fund Pandemic Influenza Planning Program (Pan Flu) grant. This amendment #17-10173 A01 is to revise Exhibit B (Budget) to shift funds between categories to allow the Public Health Preparedness Program to complete services outlined in the scope of work.

### **Fiscal Impact:**

There is no fiscal impact to the County General Fund.

The agreement amendment will shift funds between budget categories, and does not change the grant allocation.

For questions about this item, please call Deb Diaz at (760) 924-1829 or Sandra Pearce at (760) 924-1818.

Submitted by:

Sandra Pearce, Public Health Director

**STANDARD AGREEMENT AMENDMENT**

STD 213A (Rev 6/03)

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

Agreement Number <b>17-10173</b>	Amendment Number <b>A01</b>
Registration Number:	

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

State Agency's Name

Also known as CDPH or the State

**California Department of Public Health**

Contractor's Name

(Also referred to as Contractor)



**Mono County**2. The term of this Agreement is: **July 1, 2017** through **June 30, 2022**3. The maximum amount of this Agreement after this amendment is: **\$ 1,407,130.00**  
One Million Four Hundred Seven Thousand One Hundred Thirty Dollars and No Cents.

## 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:** This amendment is to revise Exhibit B, Budget, to shift funds between categories to allow the contractor to complete services outlined in the Scope of Work (SOW).
- 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).
- III. Exhibit B – Attachment 1, Mono County Budget Cost Sheet Years 1-5 is hereby replaced in its entirety.

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA Department of General Services Use Only</b>
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) <b>Mono County</b>		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing <del>Richard O. Johnson, M.D., MPH</del> <b>Sandra Pearce, Public Health Director</b>		
Address <b>P.O. Box 3329, 437 Old Mammoth Rd., Ste. Q, Mammoth Lakes, CA 93546</b>		
<b>STATE OF CALIFORNIA</b>		
Agency Name <b>California Department of Public Health</b>		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Jeffrey Mapes, Chief, Contracts Management Unit</b>		
Address <b>1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377</b>		

 Exempt per: **HSC 101319**

Exhibit B - Attachment 1  
 Mono County Budget Cost Sheet Years 1-5

Mono County  
 17-10173 A01

PERSONNEL	SALARY RANGE	PHEP BUDGET YEARS 1-5		HPP BUDGET YEARS 1-5		PANFLU BUDGET YEARS 1-5		TOTAL BUDGETS Years 1-5	
<u>Public Health Officer</u>	<u>\$ 9,100.00 - \$ 13,826.00</u>								
<u>Emergency Preparedness Manager</u>	<u>\$ 4,835.00 - \$ 5,877.00</u>								
<u>Fiscal &amp; Technical Specialist IV</u>	<u>\$ 4,068.00 - \$ 4,944.00</u>								
<u>Public Health Director</u>	<u>\$ 9,537.00 - \$ 9,537.00</u>								
<b>TOTAL PERSONNEL COST (salary/fringe)</b>		\$ 428,235	\$ 423,400	\$ 434,145	\$ 394,849	\$ 205,005	\$ 179,595	\$ 1,067,385	\$ 997,844
<b>OPERATING COST</b>									
Office Supplies, exercise material and supplies, communication, lap tops									
<b>TOTAL OPERATING COST</b>		\$	\$ 3,250	\$ 16,950	\$ 28,812	\$ 32,890	\$ 42,332	\$ 49,840	\$ 74,394
<b>TRAVEL</b>									
In-State									
Out-of-State									
<b>TOTAL TRAVEL COST</b>		\$	\$ 3,680	\$ 4,919	\$ 13,806	\$ 13,090	\$ 20,715	\$ 18,009	\$ 38,201
<b>MAJOR EQUIPMENT</b>									
Trailer, generator, lab equipment									
<b>TOTAL EQUIPMENT</b>		\$	-	\$	\$ 3,711	\$	\$ 11,794	\$	\$ 15,505
<b>OTHER COSTS</b>									
Software/licenses, training, exercise material and maintenance agreements									
<b>TOTAL OTHER COST</b>		\$	\$ 1,575	\$ 3,475	\$ 8,135	\$	\$ 2,900	\$ 5,050	\$ 11,725
<b>SUBCONTRACTS</b>									
<b>TOTAL SUBCONTRACTS</b>		\$	-	\$	\$ 20,000	\$	-	\$	\$ 20,000
<b>INDIRECT</b>		\$	\$ 107,060	\$ 108,536	\$ 98,712	\$ 51,250	\$ 44,899	\$ 266,846	\$ 249,461
<b>TOTAL BUDGET</b>		\$	\$ 536,870	\$ 568,025	\$ 302,235	\$	\$ 1,407,130		

Health

C

August 25, 2017

To: Mono County Clerk's Office

From: Mono County Public Health  
Emergency Preparedness Office  
Deb Diaz, PHEP Coordinator  
(760) 924-1829

Re: FY17-18 Contract Agreement between California Department of Public Health (CDPH) and County of Mono (Contract# 17-10173)

Message: Attached is the original fully executed Contract Agreement between the California Department of Public Health and County of Mono with a term of 7/1/2017 through 6/30/2018.





KAREN L. SMITH, MD, MPH  
Director & State Health Officer

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



EDMUND G. BROWN JR.  
Governor

8/9/2017

County of Mono  
Attn: Richard O. Johnson  
437 Old Mammoth Road, Suite Q  
Mammoth Lakes, CA 93546

Subject: Contract# 17-10173

Enclosed for your records is a copy of the fully executed Contract Agreement between the California Department of Public Health and County of Mono with a term of 7/1/2017 through 6/30/2022.

Approval was obtained on 8/7/2017 which represents the commencement date of this agreement.

Public Contract Code 10116 requires state agencies to capture information on race, ethnicity, gender and sexual orientation of business owners on all awarded contracts and procurements.

- This information shall not be collected until after the contract has been awarded.
- The completion of the attached form is **strictly voluntary** and **shall be anonymous**.  
\*\*\*The information on the completed data sheet shall remain **CONFIDENTIAL**\*\*\*

When applicable, Per Title 2, Section 8117.5 of the California Code of Regulations requires that we notify the Department of Fair Employment and Housing, Office of Compliance Programs of this agreement award of \$5,000 or more.

When applicable, Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841 and California Code of Regulations (CCR) 1896.78 require that all Prime Contractors that used a Disabled Veteran Business Enterprise (DVBE) firm to perform an element of work for a given contract to report specific DVBE information, therefore, if DVBE subcontractors are utilized in performance of this contract/procurement, you must complete the attached CDPH 9095 form and return within 60 days from receipt of final payment.

You may fax either of these forms to (916) 319-8583 or mail to SB/DVBE Advocate at address below.

Please contact Program Support Branch, Contracts Management Unit, if you have any questions.

cc: CDPH Contract File

VOLUNTARY STATISTICAL DATA SHEET  
Information to be used for reporting purposes only

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**.

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or

- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.

*For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.*

**Ethnicity/Minority Classification** As defined in Public Contract Code Section 2051 (c)

- Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

**Race Classification** As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at <http://www.whitehouse.gov/omb/fedref/1997standards.html>

- |                                                           |                                                                    |
|-----------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian                                     |
| <input type="checkbox"/> Black or African American        | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other                            | <input type="checkbox"/> White                                     |

**Gender Classification**

- Female  Male

**Sexual Orientation Classification** As defined by Public Contract Code 10111(f)

- |                                  |                                      |
|----------------------------------|--------------------------------------|
| <input type="checkbox"/> Lesbian | <input type="checkbox"/> Bisexual    |
| <input type="checkbox"/> Gay     | <input type="checkbox"/> Transgender |

**ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY**

- Goods  Services  Construction

Total Contract Purchase: 4,407,130 Contract Award Date: 8/7/17

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

REGISTRATION NUMBER	AGREEMENT NUMBER 17-10173
---------------------	------------------------------

1. This Agreement is entered into between the State Agency and the Contractor named below:
- |                                                               |                                         |
|---------------------------------------------------------------|-----------------------------------------|
| STATE AGENCY'S NAME<br>California Department of Public Health | (Also referred to as CDPH or the State) |
| CONTRACTOR'S NAME<br>Mono County                              | (Also referred to as Contractor)        |
2. The term of this Agreement is: July 1, 2017 through June 30, 2022
3. The maximum amount of this Agreement is: \$ 1,407,130.00  
 One Million Four Hundred Seven Thousand One Hundred Thirty Dollars and No Cents.
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.
- |                                                        |                   |
|--------------------------------------------------------|-------------------|
| Exhibit A - Scope of Work                              | 2 pages           |
| Attachment 1, Local Scope of Work                      | 22 pages          |
| Exhibit B - Budget Detail and Payment Provisions       | 5 pages           |
| Attachment 1, Local Budget Cost Sheet Years 1-5        | 1 page            |
| Attachment 2, Payment Criteria                         | 1 page            |
| Exhibit C * - General Terms and Conditions             | <u>GTC 4/2017</u> |
| Exhibit D - Special Terms and Conditions               | 16 pages          |
| Exhibit E - Additional Provisions                      | 4 pages           |
| Exhibit F - Federal Terms and Conditions               | 10 pages          |
| Exhibit G - Glossary of EPO Related Acronyms and Terms | 11 pages          |
| Exhibit H - Contractor's Release                       | 1 page            |



Items shown above with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

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

<b>CONTRACTOR</b>		<b>California Department of          General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Mono County		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/19/2017	
PRINTED NAME AND TITLE OF PERSON SIGNING Richard O. Johnson, M.D., MPH		
ADDRESS P.O. Box 3329, 437 Old Mammoth Rd., Ste. Q, Mammoth Lakes, CA 93546		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 8/7/17	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Mapes, Chief, Contracts Management Unit		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exempt per: HCS 101319

**Exhibit A**  
Scope of Work

**1. Background**

This Agreement is made under authority of California Health and Safety Code, Sections 101315 to 101319. The State of California, Department of Public Health ("CDPH") receives federal funds from the National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, CDC-RFA-TP17-1701, CFDA Number 93.074. The Legislature has appropriated the Federal funds to CDPH in the annual Budget Act for allocation by CDPH to the local health jurisdiction and/or local entity.

**2. Service Overview**

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Mono County Emergency Preparedness (EP) program will, based upon their local program priorities, develop and implement specific activities in accordance with the requirements of the Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Capabilities, the Hospital Preparedness Program (HPP) Capabilities, and Pandemic Influenza (Pan Flu) Work Plans and the Local Grant Application Guidance (Guidance) for Financial Year (FY) 2017-22 by completing templates provided within the Guidance.

For all funding streams, see Attachment A 1: Scope of Work/Work Plan

**3. Service Location**

The services shall be performed at applicable facilities in **Mono County**.

**4. Service Hours**

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding national and State holidays.

**5. Services to be Performed**

The services to be performed by the Contractor and activities specified in the Application, Work Plans and Budgets submitted to CDPH which are incorporated by reference herein.

**6. Project Representatives**

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

<b>California Department of Public Health</b>	<b>Mono County</b>
EPO Contract Manager Edmund Kwong Telephone: (916) 319-8190 Fax: (916) 650-6420 Email: <a href="mailto:Edmund.Kwong@cdph.ca.gov">Edmund.Kwong@cdph.ca.gov</a>	Name: Richard O. Johnson Telephone: (760) 924-1828 Fax: (760) 924-1831 Email: <a href="mailto:rjohnson@mono.ca.gov">rjohnson@mono.ca.gov</a>

**Exhibit A**  
Scope of Work

B. Direct all inquiries to:

<b>California Department of Public Health</b>	<b>Mono County</b>
Emergency Preparedness Office Attention: Local Emergency Preparedness Section MS 7002 P.O. Box 997377 Sacramento, CA 95899-7377  Telephone: (916) 650-6416 Fax: (916) 650-6420	Public Health Department POB 3329, 437 Old Mammoth Rd., Ste Q Mammoth Lakes, CA 93546  Telephone: (760) 924-1830 Fax: (760) 924-1831

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

**7. Required Deliverables for Program Review and Evaluation**

A. The Contractor will submit as deliverables to the Emergency Preparedness Office the following documents:

- 1) Contractor must submit semi-annual written progress reports and expenditure reports according to the schedule shown below. The purpose of the progress reports and expenditure reports are to document activities and expenditure of funds.

Midyear: July 1<sup>st</sup> - December 31<sup>st</sup>  
Year-End: July 1<sup>st</sup> - June 30<sup>th</sup>

Due Date: January 31<sup>st</sup>, annually  
Due Date: August 1<sup>st</sup>, annually

- 2) Each progress report shall include, but not be limited to, data and information required by statute (cost report and progress on program activities) and information needed to satisfy federal reporting and CDPH monitoring requirements; including, Performance Measures and other data as required in the federal funding announcement. The reports shall be submitted in accordance with procedures and a format required by CDPH.

**8. Subcontracts Requirements**

Subcontracts with other governmental agencies may be allowed with prior CDPH approval.

**9. Work Plan Requirements**

See the attached Exhibit A, Attachment 1 as follows for a detailed description of the services to be performed.

**10. Local Work Plan and Budget Detail Requirements**

Local Entities must have an approved annual Work Plan and detailed budget (based on the annual allocation amount as determined by CDPH) each grant year for the duration of this Agreement. no later than a date determined by CDPH in order to receive Q1 Advance Payment.

Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 1: Foundation for Health Care and Medical Readiness**

**Objective:** Strengthen the ability of a community’s healthcare system to prepare, respond, and recover from incidents that have a public health and medical impact in the short and long term. The healthcare system role in community preparedness involves coordination with emergency management, public health, mental/behavioral health providers, community and faith-based partners, state, local, and territorial governments to do the following: 1) Provide and sustain a tiered, scalable, and flexible approach to attain needed disaster response and recovery capabilities while not jeopardizing services to individuals in the community; 2) Provide timely monitoring and management of resources; 3) Coordinate the allocation of emergency medical care resources; and 4) Provide timely and relevant information on the status of the incident and healthcare system to key stakeholders. Healthcare system preparedness is achieved through a continuous cycle of planning, organizing and equipping, training, exercises, evaluations and corrective actions.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Objective 1: Establish and operationalize a health care coalition</li> <li><input checked="" type="checkbox"/> Objective 2: Identify risk and needs</li> <li><input checked="" type="checkbox"/> Objective 3: Develop a health care coalition preparedness plan</li> <li><input checked="" type="checkbox"/> Objective 4: Train and prepare the health care and medical workforce</li> <li><input checked="" type="checkbox"/> Objective 5: Ensure preparedness is sustainable</li> </ul>	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> <li>1. Define health care coalition boundaries</li> <li>2. Identify health care coalition members</li> <li>3. Establish health care coalition governance</li> <li>4. Assess hazard vulnerabilities and risks</li> <li>5. Assess regional health care resources</li> <li>6. Prioritize resource gaps and mitigation strategies</li> <li>7. Assess community planning for children, pregnant women, seniors, individuals with access and functional needs, including people with disabilities, and others with unique needs</li> <li>8. Assess and identify regulatory compliance requirements</li> <li>9. Promote role-appropriate National Incident Management System implementation</li> <li>10. Educate and train on identified preparedness and response gaps</li> <li>11. Plan and conduct coordinated exercises with health care coalition members and other response organizations</li> <li>12. Align exercises with federal standards and facility regulatory and accreditation requirements</li> <li>13. Evaluate exercises and responses to emergencies</li> <li>14. Share leading practices and lessons learned</li> <li>15. Promote the value of health care and medical readiness</li> <li>16. Engage health care executives</li> <li>17. Engage clinicians</li> <li>18. Engage community leaders</li> <li>19. Promote sustainability of health care coalitions</li> </ol>



Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 2: Health Care and Medical Response Coordination**

**Objective:** Collaborate with Emergency Management and other community partners, (public health, business, education and other partners) to develop efficient processes and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible. The focus is an effective and efficient return to normalcy or a new standard of normalcy for the provision of healthcare delivery to the community.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Develop and coordinate health care organization and health care coalition response plans  <input checked="" type="checkbox"/> Objective 2: Utilize information sharing procedures and platforms  <input checked="" type="checkbox"/> Objective 3: Coordinate response strategy, resources, and communications	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Develop a health care organization emergency operations plan</li> <li>2. Develop a health care coalition response plan</li> <li>3. Develop information sharing procedures</li> <li>4. Identify information access and data protection procedures</li> <li>5. Utilize communications systems and platforms</li> <li>6. Identify and coordinate resource needs during an emergency</li> <li>7. Coordinate incident action planning during an emergency</li> <li>8. Communicate with health care providers, non-clinical staff, patients, and visitors during an emergency</li> <li>9. Communicate with the public during an emergency</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 3: Continuity of Health Care Service Delivery**

**Objective:** Strengthen ability for healthcare organizations to engage with incident management at the Emergency Operations Center or with on-scene incident management during an incident to coordinate information and resource allocation for affected healthcare organizations. This is done through multi-agency coordination representing healthcare organizations or by integrating this coordination into plans and protocols that guide incident management to make the appropriate decisions. Coordination ensures that the healthcare organizations, incident management, and the public have relevant and timely information about the status and needs of the healthcare delivery system in the community. This enables healthcare organizations to coordinate their response with that of the community response and according to the framework of the National Incident Management System (NIMS).

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Objective 1: Identify essential functions for health care delivery</li> <li><input checked="" type="checkbox"/> Objective 2: Plan for continuity of operations</li> <li><input checked="" type="checkbox"/> Objective 3: Maintain access to non-personnel resources during an emergency</li> <li><input checked="" type="checkbox"/> Objective 4: Develop strategies to protect health care information systems and networks</li> <li><input checked="" type="checkbox"/> Objective 5: Protect responders' safety and health</li> <li><input checked="" type="checkbox"/> Objective 6: Plan for and coordinate health care evacuation and relocation</li> <li><input checked="" type="checkbox"/> Objective 7: Coordinate health care delivery system recovery</li> </ul>	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> <li>1. Develop a health care organization continuity of operations plan</li> <li>2. Develop a health care coalition continuity of operations plan</li> <li>3. Continue administrative and finance functions</li> <li>4. Plan for health care organization sheltering-in-place</li> <li>5. Assess supply chain integrity</li> <li>6. Assess and address equipment, supply, and pharmaceutical requirements</li> <li>7. Distribute resources required to protect the health care workforce</li> <li>8. Train and exercise to promote responders' safety and health</li> <li>9. Develop health care worker resilience</li> <li>10. Develop and implement evacuation and relocation plans</li> <li>11. Develop and implement evacuation transportation plans</li> <li>12. Plan for health care delivery system recovery</li> <li>13. Assess health care delivery system recovery after an emergency</li> <li>14. Facilitate recovery assistance and implementation</li> </ol>



Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 4: Medical Surge**

**Objective:** Coordinate with organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services for family members, responders, and survivors of an incident. Coordination also includes the proper and culturally sensitive storage of human remains during periods of increased deaths at healthcare organizations during an incident.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Plan for a medical surge  <input checked="" type="checkbox"/> Objective 2: Respond to a medical surge	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Incorporate medical surge planning into a health care organization emergency operations plan</li> <li>2. Incorporate medical surge into an emergency medical services emergency operations plan</li> <li>3. Incorporate medical surge into a health care coalition response plan</li> <li>4. Implement emergency department and inpatient medical surge response</li> <li>5. Implement out-of-hospital medical surge response</li> <li>6. Develop an alternate care system</li> <li>7. Provide pediatric care during a medical surge response</li> <li>8. Provide surge management during a chemical or radiation emergency event</li> <li>9. Provide burn care during a medical surge response</li> <li>10. Provide trauma care during a medical surge response</li> <li>11. Respond to behavioral health needs during a medical surge response</li> <li>12. Enhance infectious disease preparedness and surge response</li> <li>13. Distribute medical countermeasures during medical surge response</li> <li>14. Manage mass fatalities</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 1: Community Preparedness**

**Objective:** The ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health’s role in community preparedness is to do the following: 1) Support the development of public health, medical, and mental/behavioral health systems that support recovery; 2) Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents; 3) Promote awareness of and access to medical and mental/behavioral health resources that help protect the community’s health and address the functional needs of at-risk individuals; 4) Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals 5) Identify those populations that may be at higher risk for adverse health outcomes; and 6) Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Determine risks to the health of the jurisdiction  <input checked="" type="checkbox"/> Function 2: Build community partnerships to support health preparedness  <input checked="" type="checkbox"/> Function 3: Engage with community organizations to foster public health, medical, and mental/behavioral health social networks  <input checked="" type="checkbox"/> Function 4: Coordinate training or guidance to ensure community engagement in preparedness efforts	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency preparedness outreach.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by California Department of Public Health (CDPH).</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 2: Community Recovery**

**Objective:** Strengthen capability to collaborate with community partners (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Identify and monitor public health, medical, and mental behavioral health system recovery needs  <input checked="" type="checkbox"/> Function 2: Coordinate community public health, medical, and mental behavioral health system recovery operations  <input checked="" type="checkbox"/> Function 3: Implement corrective actions to mitigate damages from future incidents	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>2. Revise work plan as directed by CDPH.</li> <li>3. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>4. Complete and submit specific deliverables (response plans, After-Action Reports/Improvement Plans, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>5. Submit annual performance measure data as required by the federal government.</li> <li>6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 3: Emergency Operations Coordination**

**Objective:** Maintain Emergency operations coordination: the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Conduct preliminary assessment to determine need for public activation  <input checked="" type="checkbox"/> Function 2: Activate public health emergency operations  <input checked="" type="checkbox"/> Function 3: Develop incident response strategy  <input checked="" type="checkbox"/> Function 4: Manage and sustain the public health response  <input checked="" type="checkbox"/> Function 5: Demobilize and evaluate public health emergency operations	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain staff trained in emergency response activities.</li> <li>2. Maintain or maintain access to emergency operations center for local public health and medical response with the health department or county.</li> <li>3. Attend CDPH annual workshop, healthcare provider related workshops, Homeland Security, other approved emergency preparedness workshops, and CDC and ASPR sponsored workshops.</li> <li>4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>5. Revise work plan as directed by CDPH.</li> <li>6. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>7. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules, emergency operations center maintenance and software) as described in approved work plan under each selected function for each budget year.</li> <li>8. Submit annual performance measure data as required by the federal government.</li> <li>9. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 4: Emergency Public Information and Warning**

**Objective:** Maintain ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Activate the emergency public information system  <input checked="" type="checkbox"/> Function 2: Determine the need for a joint public information system  <input checked="" type="checkbox"/> Function 3: Establish and participate in information system operations  <input checked="" type="checkbox"/> Function 4: Establish avenues for public interaction and information exchange  <input checked="" type="checkbox"/> Function 5: Issue public information, alerts, warnings and notifications	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain access to trained public information staff.</li> <li>2. Attend training specific to the PIO function during an emergency response.</li> <li>3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>4. Revise work plan as directed by CDPH.</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> <li>8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 5: Fatality Management**

**Objective:** Coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Determine role for public health in fatality management  <input checked="" type="checkbox"/> Function 2: Activate public health fatality management operations  <input checked="" type="checkbox"/> Function 3: Assist in the collection and dissemination of antemortem data  <input checked="" type="checkbox"/> Function 4: Participate in survivor mental/behavioral health services  <input checked="" type="checkbox"/> Function 5: Participate in fatality processing and storage operations	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain staff with expertise in data collection and dissemination.</li> <li>2. Maintain partnership with local fatality management lead.</li> <li>3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>4. Revise work plan as directed by CDPH.</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 6: Information Sharing**

**Objective:** Maintain capability to conduct multi-jurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Identify stakeholders to be incorporated into information flow  <input checked="" type="checkbox"/> Function 2: Identify and develop rules and data elements for sharing  <input checked="" type="checkbox"/> Function 3: Exchange information to determine a common operating picture	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain Health Alert Network Administration functions (CAHAN or CAHAN Replacement system)</li> <li>2. Maintain Epidemiologist or other staff with expertise in data collection and dissemination.</li> <li>3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>4. Revise work plan as directed by CDPH.</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules, software/system costs for information sharing/redundant communications) as described in approved work plan under each selected function for each budget year.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> <li>8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 7: Mass Care**

**Objective:** Maintain ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Determine public health role in mass care operations  <input checked="" type="checkbox"/> Function 2: Determine mass care needs of the impacted population  <input checked="" type="checkbox"/> Function 3: Coordinate public health, medical, and mental/behavioral health services  <input checked="" type="checkbox"/> Function 4: Monitor mass care population health	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain partnership with local mass care lead.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>



Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 8: Medical Countermeasure Dispensing**

**Objective:** Maintain ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, and any others needed.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Identify and initiate medical countermeasure (MCM) dispensing strategies  <input checked="" type="checkbox"/> Function 2: Receive medical countermeasures  <input checked="" type="checkbox"/> Function 3: Activate dispensing modalities  <input checked="" type="checkbox"/> Function 4: Dispense medical countermeasures to identified population  <input checked="" type="checkbox"/> Function 5: Report adverse events	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency response activities.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, Rand drills as required, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Meet annual MCM distribution requirements including inventory system drill and facility call down drill.</li> <li>7. Participate in annual statewide medical and health exercise.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 9: Medical Materiel Management and Distribution**

**Objective:** Maintain ability to acquire, maintain (e.g., cold chain storage or other storage protocol) transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Direct and activate medical materiel management and distribution  <input checked="" type="checkbox"/> Function 2: Acquire medical materiel  <input checked="" type="checkbox"/> Function 3: Maintain updated inventory management and reporting system  <input checked="" type="checkbox"/> Function 4: Establish and maintain security  <input checked="" type="checkbox"/> Function 5: Distribute medical materiel  <input checked="" type="checkbox"/> Function 6: Recover medical materiel and demobilize distribution operations	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Purchase, store, and/or maintain medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Participate in annual statewide medical and health exercise.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 10: Medical Surge**

**Objective:** Maintain the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community, encompassing the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were comprised.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Assess the nature and scope of the incident  <input checked="" type="checkbox"/> Function 2: Support activation of medical surge  <input checked="" type="checkbox"/> Function 3: Support jurisdictional medical surge operations  <input checked="" type="checkbox"/> Function 4: Support demobilization of medical surge operations	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain partnership with County Hospital Preparedness Program to align activities and goals.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Purchase, store, and/or maintain medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> <li>8. Participate in annual statewide medical and health exercise.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 11: Non-Pharmaceutical Interventions**

**Objective:** Maintain ability to recommend to the applicable local lead agency (if not local public health) and implement, if applicable, strategies for disease, injury and exposure control. Strategies include: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Engage partners and identify factors that impact non-pharmaceutical interventions  <input checked="" type="checkbox"/> Function 2: Determine non-pharmaceutical interventions  <input checked="" type="checkbox"/> Function 3: Implement non-pharmaceutical interventions  <input checked="" type="checkbox"/> Function 4: Monitor non-pharmaceutical interventions	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency response activities.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Participate in annual statewide medical and health exercise.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 12: Public Health Laboratory Testing**

**Objective:** Maintain ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability support routine surveillance, including pre-event or pre-incident and post-exposure activities.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Manage laboratory activities  <input checked="" type="checkbox"/> Function 2: Perform sample management  <input checked="" type="checkbox"/> Function 3: Conduct testing and analysis for routine surge capacity  <input checked="" type="checkbox"/> Function 4: Support public health investigations  <input checked="" type="checkbox"/> Function 5: Report laboratory results	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain Public Health Laboratory or access to Public Health Laboratory and maintain list of laboratory contacts.</li> <li>2. Purchase and/or maintain laboratory supplies needed for a surge in laboratory testing including items such as reagents and other testing items.</li> <li>3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>4. Revise work plan as directed by CDPH.</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> <li>8. Participate in annual statewide medical and health exercise.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 13: Public Health Surveillance and Epidemiological Investigation**

**Objective:** Ensure ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Conduct public health surveillance and detection  <input checked="" type="checkbox"/> Function 2: Conduct public health and epidemiological investigations  <input checked="" type="checkbox"/> Function 3: Recommend, monitor, and analyze mitigation actions  <input checked="" type="checkbox"/> Function 4: Improve public health surveillance and epidemiological investigation systems	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain capacity for surveillance and epidemiological investigation.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Participate in annual statewide medical and health exercise.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 14: Responder Safety and Health**

**Objective:** Maintain ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, as requested.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Identify responder safety and health risks  <input checked="" type="checkbox"/> Function 2: Identify safety and personal protective needs  <input checked="" type="checkbox"/> Function 3: Coordinate with partners to facilitate risk-specific safety and health training  <input checked="" type="checkbox"/> Function 4: Monitor responder safety and health actions	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Develop procedures to ensure safety of public health workforce and purchase and maintain protective equipment for employees according to these procedures;</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Participate in annual statewide medical and health exercise.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 15: Volunteer Management**

**Objective:** The ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency’s response to incidents of public health significance.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Coordinate volunteers <input checked="" type="checkbox"/> Function 2: Notify volunteers <input checked="" type="checkbox"/> Function 3: Organize, assemble, and dispatch volunteers <input checked="" type="checkbox"/> Function 4: Demobilize volunteers	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain local administrative functions to ensure operational readiness of the Disaster Healthcare Volunteers system.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Participate in annual statewide medical and health exercise.</li> </ol>



Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 16: Program Management**

**Objective:** Support public health emergency preparedness program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Coordination across multiple Capabilities  <input checked="" type="checkbox"/> Function 2: Fiscal Monitoring and Tracking  <input checked="" type="checkbox"/> Function 3: Grants Management  <input checked="" type="checkbox"/> Function 4: Reporting on Performance Measures	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain local Public Health Emergency Preparedness Coordinator.</li> <li>2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting.</li> <li>3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Pandemic Influenza Planning

**Pandemic Influenza Capability 1: Planning and Preparedness Activities**

**Objective:** The ability of communities to prepare for, withstand, and recover from public health incidents including a potential pandemic influenza. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in preparing for, responding to, and recovering from a public health incident such as a pandemic influenza.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<p><input checked="" type="checkbox"/> Function 1: Develop, maintain and/or strengthen local pandemic influenza emergency response plan</p> <p><input checked="" type="checkbox"/> Function 2: Test pandemic influenza response in drills, exercises, and real events</p> <p><input checked="" type="checkbox"/> Function 3: Engage public and private partners to ensure coordinated response efforts</p> <p><input checked="" type="checkbox"/> Function 4: Maintain surveillance system for reporting severe and fatal cases of laboratory confirmed influenza as required by CDPH</p>	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> <li>1. Maintain Pandemic Influenza Coordinator and other trained staff needed to complete pandemic plans and testing of plans.</li> <li>2. Maintain pandemic influenza operational response plans including plans for Government Authorized Alternate Care Sites. Purchase, store, and/or maintain supplies and equipment for operation of an alternate care site.</li> <li>3. Hold mass vaccination clinics including the purchase of influenza or pneumococcal vaccine and other supplies for use in these clinics. Maintain capacity to store vaccine under refrigeration.</li> <li>4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. Revise work plan as directed by California Department of Public Health (CDPH).</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Pandemic Influenza Planning

**Pandemic Influenza Capability 16: Program Management**

**Objective:** Support Pandemic Influenza planning and preparedness program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Coordination across multiple Capabilities  <input checked="" type="checkbox"/> Function 2: Fiscal Monitoring and Tracking  <input checked="" type="checkbox"/> Function 3: Grants Management	7/1/17 – 6/30/22	<ol style="list-style-type: none"> <li>1. Maintain local Public Health Emergency Preparedness Coordinator.</li> <li>2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting.</li> <li>3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.</li> </ol>

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, CDPH agrees to compensate the Contractor for actual expenditures incurred in accordance with the amounts specified in Attachment 1, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted electronically not more frequently than quarterly in arrears to:

California Department of Public Health  
Emergency Preparedness Office  
Attn: Local Management Unit  
MS 7002  
P.O. Box 997377  
Sacramento, CA 95899-7377

- D. HPP, PHEP, PanFlu Invoices shall:
  - 1) Be prepared and submitted in the format determined by EPO. If invoices are not on produced template invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this agreement.
  - 2) Bear the Contractor's name as shown on the agreement.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

**2. Amounts Payable**

- A. The maximum amount payable under this agreement shall not exceed the total sum of \$1,407,130.00.

The amounts payable under this agreements for Financial Years 1 through 5 (July 1, 2017 through June 30, 2022) as identified by Attachment 1, of this Exhibit shall not exceed:

- 1. \$536,870.00, PHEP Funds.
- 2. \$568,025.00, HPP Funds.
- 3. \$302,235.00, Pandemic Influenza Funds.

- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered, commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. Reconciliation with the payments shall be through a semi-annual expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDPH. Expenditure reports and annual should be electronically sent to CDPH.

**Exhibit B**  
Budget Detail and Payment Provisions

- D. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement.
- E. Contractor shall deposit funds received under this Agreement into separate accounts such that they can track and report on funds separately, and identify interest earned (according to Federal Regulation 2-CFR 200.305) from each funding stream of local public health preparedness for this purpose before transferring or expending the funds for any of the uses allowed pursuant to this Agreement. CDPH requires the Contractor to set up separate Federal Funds for CDC, HPP and Pan Flu funds.
- F. The interest earned on moneys in the accounts shall accrue to the benefit of the fund and shall be expended for the same purposes as other moneys in the fund.

**3. Budget Contingency Clause**

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

**4. Prompt Payment Clause**

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

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit H)**".

**6. Expense Allowability / Fiscal Documentation**

- A. Funds shall not be used to supplant funding for existing levels of services and shall only be used for the purposes specified in this Agreement.

**Exhibit B**  
Budget Detail and Payment Provisions

- B. In executing this Agreement, Contractor agrees to comply with the terms and conditions of the Local Health Department and/or Local HCC Entity, the Local Grant Application Guidance for Financial Year's 2017-22, and the Work Plans and Budgets as approved by CDPH.
- C. Funds made available are limited to activities approved in the Work Plans and Budgets. Any changes to the Work Plans or Budgets need prior written approval from CDPH and funds may not be expended prior to such approval.
- D. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- E. Contractor shall maintain for review and audit, and supply to CDPH upon request adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- F. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent, or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

**7. Recovery of Overpayments**

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

**8. Advance Payment Authority and Limitation**

- A. Pursuant to Government Health and Safety Code Section 101317(d) Funds appropriated pursuant to the annual Budget Act or another act for allocation to local health jurisdictions

**Exhibit B**  
Budget Detail and Payment Provisions

pursuant to this article shall be disbursed quarterly to local health jurisdictions beginning July 1, 2002, using the following process:

- 1) Each fiscal year, upon the submission of an application for funding by the administrative body of a local health jurisdiction, the department shall make the first quarterly payment to each eligible local health jurisdiction. Subsequent payments will be made pursuant to this Agreement or an amendment to this agreement, and those payments would not be advance payments, they would be quarterly allocations.
- 2) If the funding is increased by amendment in any year, CDPH may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Contractor's annual contract budget.

**9. Travel and Per Diem Reimbursement**

- A. Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. See CalHR website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

**10. Allowable Line Item Shifts**

- A. Subject to the prior review and approval of the State, budget line item category shifts of up to ten percent (10%) are allowed, so long as the annual agreement total neither increases nor decreases.
- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. The Contractor shall adhere to State requirements regarding the process requesting approval to line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

**11. Accountability Requirements**

- A. CDPH may recoup funds that are not expended for purposes and tasks specified or authorized by this Agreement, as determined by CDPH. CDPH will notify Contractor prior to taking any action to recoup such funds.
- B. CDPH may withhold payments if the Contractor is not in compliance with the terms and conditions of this Agreement or the approved Application, Work Plans and Budgets. CDPH may withhold payments if the Contractor cannot demonstrate progress toward protecting the jurisdiction from the threat of a bioterrorist attack, infectious disease outbreak or other public health threat or emergency as described in its progress and expenditure reports. CDPH may withhold or reduce payments if the Contractor's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify the Contractor prior to withholding or reducing such payments.

**Exhibit B**  
Budget Detail and Payment Provisions

- C. Contractor shall return unexpended funds unless carry forward or extension of such funds is approved by CDPH in accordance with Federal requirements.
- D. Contractor shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years and make them available for inspection and audit by CDPH or the Bureau of State Audits upon reasonable request.



Exhibit B - Attachment 1  
 Mono County Budget Cost Sheet Years 1-5

Mono County  
 17-10173

PERSONNEL	SALARY RANGE	PHEP BUDGET YEARS 1-5	HPP BUDGET YEARS 1-5	PANFLU BUDGET YEARS 1-5	TOTAL BUDGETS Years 1-5
Public Health Officer	\$ 13,790.00 - \$ 13,826.00				
Emergency Preparedness Manager	\$ 4,741.00 - \$ 6,137.00				
Fiscal & Technical Specialist IV	\$ 3,988.00 - \$ 5,162.00				
<b>TOTAL PERSONNEL COST (salary/fringe)</b>		<b>\$ 428,235</b>	<b>\$ 434,145</b>	<b>\$ 205,005</b>	<b>\$ 1,067,385</b>
<b>OPERATING COST</b>					
Office Supplies, exercise material and supplies, communication, lap tops					
<b>TOTAL OPERATING COST</b>		<b>\$ -</b>	<b>\$ 16,950</b>	<b>\$ 32,890</b>	<b>\$ 49,840</b>
<b>TRAVEL</b>					
In-State					
Out-of-State					
<b>TOTAL TRAVEL COST</b>		<b>\$ -</b>	<b>\$ 4,919</b>	<b>\$ 13,090</b>	<b>\$ 18,009</b>
<b>MAJOR EQUIPMENT</b>					
Trailer, generator, lab equipment					
<b>TOTAL EQUIPMENT</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>OTHER COSTS</b>					
Software/licenses, training, exercise material and maintenance agreements					
<b>TOTAL OTHER COST</b>		<b>\$ 1,575</b>	<b>\$ 3,475</b>	<b>\$ -</b>	<b>\$ 5,050</b>
<b>SUBCONTRACTS</b>					
<b>TOTAL SUBCONTRACTS</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>INDIRECT</b>		<b>\$ 107,060</b>	<b>\$ 108,536</b>	<b>\$ 51,250</b>	<b>\$ 266,846</b>
<b>TOTAL BUDGET</b>		<b>\$ 536,870</b>	<b>\$ 568,025</b>	<b>\$ 302,235</b>	<b>\$ 1,407,130</b>

**Exhibit B - Attachment 2  
Payment Criteria**

**2017-22 CDC Public Health Emergency Preparedness (PHEP), HHS Hospital Preparedness Program (HPP) Funding (CFDA# 93.074) and Pandemic Influenza Fund  
2017-22 Allocation Agreement**

		<b>HPP, PHEP (Base, Cities Readiness Initiative (CRI), Lab (including Lab Trainee, and Lab Training Assistance)), and Pandemic Influenza Funds</b>
<b>1st Quarter Payment</b>	<b>Criteria</b>	<p>CDPH must receive the following:</p> <ul style="list-style-type: none"> <li>Fully executed Contract (Year 1 only).</li> <li>Receipt of all required application documents.</li> <li>Approved HPP, PHEP, and Pan Flu Work Plan(s), as it applies.</li> <li>Approved HPP, PHEP, and Pan Flu Budget(s), as it applies.</li> </ul>
	<b>Payment</b>	Annual advance payment of 25% of initial HPP, PHEP, and/or Pan Flu Fund allocation.
<b>2nd Quarter Payment</b>	<b>Criteria</b>	<p>CDPH must receive the following:</p> <ul style="list-style-type: none"> <li>1st Quarter Payment Criteria must be met.</li> <li>Annual submission of prior year's HPP, PHEP, and/or Pan Flu Year End Progress and Expenditure Reports.</li> <li>Contractor submits an invoice for approvable expenditures for a minimum of 25% of their initial allocation enough to cover the Q1 advance payment.</li> </ul>
	<b>Payment</b>	<p>Receipt of an invoice equivalent to the Q1 advance payment, is a no payment.</p> <p>Any expenditures exceeding the Q1 advance payment will be paid from funds expiring at the end of each fiscal year, in the appropriate category, first.</p>
<b>3rd Quarter Payment</b>	<b>Criteria</b>	<ul style="list-style-type: none"> <li>1st &amp; 2nd Payment Criteria must be met.</li> <li>Annual receipt of current year's HPP, PHEP, and/or Pan Flu Mid-Year reports.</li> <li>If funds are carried over from the previous year, the funds must be spent by a date determined by CDPH.</li> <li>Contractor Submits an invoice for approvable expenditures.</li> </ul>
	<b>Payment</b>	Additional expenditures will be paid from funds expiring at the end of each fiscal year, in the appropriate category, first.
<b>4th Quarter Payment</b>	<b>Criteria</b>	<ul style="list-style-type: none"> <li>1st, 2nd &amp; 3rd Payment Criteria must be met.</li> <li>Contractor Submits an invoice for approvable expenditures.</li> <li>Expenditures occurring on or by the end of each fiscal year (June 30), must be invoiced and submitted on the date determined by CDPH.</li> </ul>
	<b>Payment</b>	Additional expenditures will be paid from funds expiring at the end of each fiscal year, in the appropriate category, first.
<b>Carry-Forward Payment(s)</b>	<b>Criteria</b>	<ul style="list-style-type: none"> <li>Carry-Forward funds must be expended by March 31, annually.</li> <li>Invoices for carry-forward funds must be submitted to EPO by April 30, annually.</li> </ul>

**Exhibit D**  
**Special Terms and Conditions**

*(For Subvention/Local Assistance Agreements)*

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

**Index of Special Terms and Conditions**

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

Exhibit D  
Special Terms and Conditions

**1. Procurement Rules**

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

**a. Equipment definitions**

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

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

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

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

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

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

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

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

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers,

Exhibit D  
Special Terms and Conditions

employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

## **2. Equipment Ownership / Inventory / Disposition**

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

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

Unless otherwise stipulated in this Agreement, all equipment and/or property that are

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purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

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

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

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

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

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

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

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this

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Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

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

g. **Motor Vehicles**

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

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

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

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

### 3. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.



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- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
  - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
  - e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
  - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
  - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
  - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

#### 4. Income Restrictions

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

#### 5. Site Inspection

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

## 6. Intellectual Property Rights

### a. Ownership

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

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CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

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

**b. Retained Rights / License Rights**

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

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials

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and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

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

**e. Third-Party Intellectual Property**

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

**f. Warranties**

(1) Contractor represents and warrants that:

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

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any interest in and to real estate, sites, locations, property or props that may be used or shown.

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

**g. Intellectual Property Indemnity**

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

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

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

**h. Survival**

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

**7. Prior Approval of Training Seminars, Workshops or Conferences**

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

**8. Confidentiality of Information**

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

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

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- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

**9. Documents, Publications and Written Reports**

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

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

**10. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
- (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the

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regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**11. Officials Not to Benefit**

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

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

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

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

(Applicable only to nonprofit organizations.)

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

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.



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- (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
- (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
- (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
  - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
  - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.
- (a) **Example No. 1:**
- If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.
- (b) **Example No. 2:**
- If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

Exhibit D  
Special Terms and Conditions

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

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

**14. Cancellation**

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

**Exhibit E**  
Additional Provisions

**1. Additional Incorporated Documents**

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
- 1) 2017-18 Federal Guidance Documents:
    - CFDA Number 93.074 – National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs.
  - 2) Federal Public Health Preparedness Capabilities: National Standards for State and Local Planning.
  - 3) Federal Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness.
  - 4) CDPH Health Administrative Manual Section 5-1000
  - 5) CDPH Local Grant Application Guidance and all appendices and attachments annually sent to Local Health Departments and/or Local HCC Entities for CDC PHEP, State General Fund Pandemic Influenza, and/or HPP Program Funds.
  - 6) Local Health Departments and/or Local HCC Entity's Public Health Emergency Preparedness Allocation Agreement Application, Work Plans, and Budgets and all attachments (refer to the CDPH Guidance to Local Health Departments and/or Local HCC Entities for all attachments).

**2. Insurance Requirements**

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

**Exhibit E**  
Additional Provisions

- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A-” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

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

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

**Exhibit E**  
Additional Provisions

- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F  
**Federal Terms and Conditions**

*(For Federally Funded Subvention/Local Assistance Agreement)*

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

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirments
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

Exhibit F  
Federal Terms and Conditions

**1. Federal Contract Funds**

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

**2. Federal Equal Opportunity Requirements**

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

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Federal Terms and Conditions

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

**3. Debarment and Suspension Certification**

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



Exhibit F  
Federal Terms and Conditions

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

**4. Covenant Against Contingent Fees**

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

**5. Lobbying Restrictions and Disclosure Certification**

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

a. Certification and Disclosure Requirements

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

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Federal Terms and Conditions

- (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

**6. Additional Restrictions**

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

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

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

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

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

**7. Federal Requirements**

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable

Exhibit F  
Federal Terms and Conditions

Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

**8. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

**9. Smoke-Free Workplace Certification**

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

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

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

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

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

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Federal Terms and Conditions

- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

#### 11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

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

#### 12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

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- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
  - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
  - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
  - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
  - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
  - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

**13. Audit and Record Retention**

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

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures

Exhibit F  
Federal Terms and Conditions

and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

Exhibit F  
Federal Terms and Conditions

**STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

_____	_____
Name of Contractor	Printed Name of Person Signing for Contractor
_____	_____
Contract Number	Signature of Person Signing for Contractor
_____	_____
Date	Title

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

California Department of Public Health

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



Exhibit F  
Federal Terms and Conditions

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
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\_\_\_\_\_  
Mono County  
Name of Contractor

\_\_\_\_\_  
17-10173  
Contract Number

\_\_\_\_\_  
7/19/17  
Date

\_\_\_\_\_  
Stacy Corless  
Printed Name of Person Signing for Contractor

\_\_\_\_\_  
[Signature]  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Chair, Board of Supervisors  
Title

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







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

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

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

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

**Exhibit G**  
Glossary of EPO Related Acronyms and Terms

**ACS:** Alternate Care Site

**Agency:** A division of government with a specific function. In the Incident Command System, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

**Agency Representative:** A representative of any agency that provides resources or personnel in support of an incident. The Agency Representative is assigned to the Liaison Officer at the Incident Command Post or Emergency Operations Center and provides representation for their agency and assigned staff and/or resources.

**All-Hazards:** Any incident, natural or manmade, that warrants action to protect life, property, environment, public health or safety, and minimize disruptions of government, social, or economic activities.

**Ambulance Strike Team (AST):** Ambulance Strike Teams are positioned throughout the State to support local emergency medical service response, including medical transportation. There are both pre-designated and undesignated ASTs in California. Pre-designated ASTs are under contract with EMSA and consist of 5 ambulances and 1 Disaster Medical Support Unit (DMSU) that provides enhanced communication ability and supplies to support field deployment, including medical supplies and provisions for AST personnel. Use of the DMSUs and a requirement to provide ASTs is by contract with EMSA. Undesignated ASTs are organized at the local level and are not under contract with EMSA, although they may respond to requests from EMSA in times of need.

**Assessment:** The evaluation and interpretation of measurements and other information to provide a basis for decision making.

**Assistance-by-Hire:** Assistance-by-hire resources are those elements of personnel and equipment which are provided through specific arrangements not associated with mutual aid.

**AST:** Ambulance Strike Team

**CA-EF:** California Emergency Function

**CA-EF8:** California Emergency Function 8 (Public Health and Medical)

**CAHAN:** California Health Alert Network

**Cal OES:** California Office of Emergency Services

**Cal EPA:** California Environmental Protection Agency

**California Department of Public Health (CDPH):** The California Department of Public Health is dedicated to optimizing the health and well-being of the people in California and is the lead State agency for coordinating State-level support for public health and/or environmental health incidents. CDPH's responsibilities include the following: administers and coordinates disaster-related public health programs and assesses hazards to the public's health; assists local public health departments and local environmental health departments in conducting public health functions.; coordinates with local health departments to conduct surveillance of infectious diseases in a disaster area and determines appropriate actions to be taken to prevent and control disease outbreaks; provides

## **Exhibit G**

### **Glossary of EPO Related Acronyms and Terms**

epidemiological and laboratory support through State and local public health and clinical laboratories and cooperating federal health and environmental laboratories; collects and analyzes data and reports information for public health emergency planning and response; assesses health, safety, emergency preparedness and response plans for healthcare facilities; ensures the safety of drinking water supplies; assesses potential health effects, recommends protective measures and drafts measures to protect the public from chemical, biological, radiological and nuclear incidents; obtains and provides medical supplies and pharmaceuticals following a disaster; and assesses health, safety, emergency preparedness and response plans for health care facilities that the department regulates.

**California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA):** An agreement entered into by and between the State of California, its various departments and agencies and the various political subdivisions, municipal corporations and public agencies of the State of California to assist each other by providing resources during an emergency. Mutual Aid occurs when two or more parties agree to furnish resources and facilities and to render services to each other in response to any type of disaster or emergency.

**California Emergency Function (CA-EF):** The CA-EFs are a grouping of State agencies, departments and other stakeholders with similar functional activities/responsibilities whose responsibilities lend to improving the State's ability to collaboratively prepare for, effectively mitigate, cohesively respond to and rapidly recover from any emergency. CA-EFs unify a broad-spectrum of stakeholders with various capabilities, resources and authorities to improve collaboration and coordination for a particular discipline.

**California Emergency Function 8 (CA-EF8):** CA-EF8, Public Health and Medical, coordinates public health and medical activities and services statewide in support of local jurisdiction resource needs for preparedness, response and recovery from emergencies and disasters. The California Health and Human Services Agency is the lead agency for CA-EF8.

**California Emergency Management Agency (Cal EMA):** Cal EMA is responsible the coordination of overall State agency response to major disasters in support of local government. The Agency is responsible for assuring the State's readiness to respond to and recover from all hazards – natural, manmade, war-caused emergencies and disasters – and for assisting local governments in their emergency preparedness, response, recovery and hazard mitigation efforts.

**California Emergency Services Act (ESA):** An act within the California Government Code to insure that preparations within the State will be adequate to deal with natural, man-made, or war caused emergencies which result in conditions of disaster or in extreme peril to life, property and the natural resources of the State and generally to protect the health and safety and preserve the lives and property of the people of the State.

**California Medical Assistance Teams (CAL-MATs):** California Medical Assistance Teams (CAL-MATs) are deployable teams that support specialized health response needs such as disaster triage sites, clinics, medical shelters and hospitals including EMSA's three 200-bed Mobile Field Hospitals. EMSA maintains oversight of warehouse operations and cache management including vehicles, equipment and supplies, and coordinates team formation and response. The size of the team is determined by the medical mission.

**CAL-MAT:** California Medical Assistance Teams

**Caltrans:** California Department of Transportation

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Glossary of EPO Related Acronyms and Terms

**CCLHO:** California Conference of Local Health Officers

**CDC:** United States Centers for Disease Control and Prevention

**CDHOM:** California Disaster Health Operations Manual

**CDMOM:** California Disaster Medical Operations Manual

**CDPH:** California Department of Public Health

**CEH:** CDPH Center for Environmental Health

**CHP:** California Highway Patrol

**CID:** CDPH Center for Infectious Disease

**CHHS:** California Health and Human Services Agency

**CMS:** Centers for Medicare and Medicaid Services

**CSWC:** California State Warning Center

**CUPA:** Certified Unified Program Agency

**DCDC:** CDPH Division of Communicable Disease Control

**DWRLB:** Drinking Water and Radiation Laboratory Branch

**DEODC:** CDPH Division of Environmental and Occupational Disease Control

**DOC:** Department Operations Center

**Demobilization:** The orderly, safe, and efficient return of an incident resource to its original location and status.

**Department Operations Center (DOC):** An Emergency Operations Center specific to a single department or agency. The focus is on internal agency incident management and response. DOCs are usually linked to, and in most cases are physically represented within, a combined agency EOC through authorized representatives for the department or agency.

**DFDRS:** CDPH Division of Food, Drug and Radiation Safety

**DHCS:** Department of Health Care Services

**DHS:** United States Department of Homeland Security

**DHV:** Disaster Health Care Volunteers

**Disaster:** A sudden calamitous event bringing great damage loss or destruction. See Major Disaster.

## Exhibit G Glossary of EPO Related Acronyms and Terms

**Disaster Healthcare Volunteers (DHV):** DHV is a secure, web-based system that registers and credentials health professionals who may wish to volunteer during a disaster, including doctors, nurses, paramedics, pharmacists, dentists, mental health practitioners, etc. DHV may be locally accessed by all 58 counties and 43 Medical Reserve Corps Units to support a variety of local needs, including augmenting medical staff at HCFs or supporting mass vaccination clinics. EMSA administers the system, coordinates statewide recruitment efforts and ongoing training opportunities. DHV is California's Emergency System for the Advance Registration of Volunteer Health Professionals (ESAR-VHP).

**DMAT:** Disaster Medical Assistance Team

**DMORT:** Disaster Mortuary Operational Response Team

**Emergency:** Any incident, whether natural or manmade, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

**Emergency Assistance Agreements:** Written or oral agreements between and among public and private agencies and organizations that provide a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate the rapid, short-term deployment of emergency support prior to, during, and/or after an incident. Such agreements often describe the circumstances, conditions, limitations, and provisions for reimbursement of costs related to the provision of assistance. Sometimes called day-to-day agreements, such arrangements may supplement resources whenever demand exceeds the available supply of the needed resource. Pre-established emergency assistance agreements are distinct from "mutual aid" provided under the California Civil Defense Master Mutual Aid Agreement (MMAA).

**Emergency Management Assistance Compact (EMAC):** A congressionally ratified organization that provides form and structure to interstate mutual aid. Through EMAC, a disaster-affected state can request and receive assistance from other member states quickly and efficiently, resolving two key issues upfront: liability and reimbursement.

**Emergency Medical Services Authority (EMSA):** EMSA has been designated as the lead agency for coordinating disaster medical services in California. It is responsible for coordinating the prompt delivery of disaster medical resources to local governments in support of their disaster medical response. This includes the acquisition of personnel and medical supplies and materials from unaffected regions of the State to meet the needs of affected counties. EMSA also facilitates the evacuation of injured disaster victims to hospitals in areas/regions not impacted by the disaster.

**Emergency Operations Center (EOC):** The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, tribal, city, county), or some combination thereof.

## Exhibit G

### Glossary of EPO Related Acronyms and Terms

**Emergency Operations Plan (EOP):** The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

**Emergency System Activation:** When an Operational Area activates any aspect of its Medical and Health Disaster Plan or when an incident leads to activation of Department Operations Centers (DOCs) and/or Emergency Operation Centers (EOCs).

**Evacuation:** Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

**Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE).**

FIRESCOPE was originally developed to improve the capability of firefighting agencies in southern California in allocating and managing fire suppression resources. The current mission of FIRESCOPE is to provide recommendations and technical assistance to Cal EMA to provide a statewide program for California that unifies federal, State and local fire agencies into a single fire response system.

**Function:** Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The same five functions are also found at all SEMS EOC Levels. At the EOC, the term Management replaces Command. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence/Investigations, may be established, if required, to meet emergency management needs.

**Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

**Hazardous Material:** Any material that because of its quantity, concentration, physical or chemical characteristics poses a significant present or threatened hazard to human health and safety or to the environment if released into the workplace or the environment (Health and Safety Code §25501). An umbrella term that includes but is not limited to hazardous materials; hazardous wastes; oil; petroleum products; radioactive materials; radioactive wastes; mixed wastes (combination of radioactive and chemical); biological agents; sewage and infectious wastes; industrial and agricultural chemicals (pesticides, herbicides, fungicides, etc.); explosives; air contaminants and marine pollutants.

**Incident:** An occurrence or event, natural or man-made, that requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild-land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

**Incident Command Post (ICP):** The field location where primary response functions are performed. The ICP may be co-located with the incident base or other incident facilities.

**Incident Command System (ICS):** A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

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### Glossary of EPO Related Acronyms and Terms

**Medical and Health Coordination Center (MHCC):** The MHCC is the co-located Emergency Operations Center for CDPH, DHCS and EMSA. The role of the MHCC includes the following core functions: coordination; communications; resource allocation and tracking; and information collection, analysis and dissemination.

**Jurisdiction:** A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., Federal, State, tribal, and local boundary lines) or functional (e.g., law enforcement, public health).

**Jurisdictional Agency:** The agency having jurisdiction and responsibility for a specific geographical area, or a mandated function.

**Liaison Officer:** A member of the Command Staff (management staff at EOC) responsible for coordinating with representatives from cooperating and assisting agencies/organizations. The Liaison Officer coordinates the initial entry of Agency Representatives into the EOC and provides guidance and support as required.

**Local Emergency Medical Services Agency (LEMSA):** The agency, department, or office having primary responsibility for administration of emergency medical services in a county or multiple counties, including disaster medical preparedness and response.

**Local Environmental Health Department (EHD):** The agency, department, or office having primary responsibility for administration of environmental health services in a county or counties.

**Local Government:** A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a non-profit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity.

**Local Health Department (LHD):** The agency, department, or office having primary responsibility for administration of public health services in a county or city.

**Local Health Officer (LHO):** City and county health officers are authorized by the Health and Safety Code to take any preventive measure necessary to protect and preserve the public health from any public health hazard during a local emergency or State of Emergency within their jurisdiction. Preventive measures include abatement, correction, removal, or any other protective steps which may be taken against any public health hazard that is caused by a disaster and affects public health. The local health officer may proclaim a local emergency if he or she has been specifically designated to do so by ordinance adopted by the governing body of the jurisdiction (H&S Code, Section 101310). When a health emergency has been declared by a local health officer or board of supervisors, the local health officer has supervision and control over all environmental health and sanitation programs and personnel employed by the county during the State of Emergency.

**Logistics:** Providing resources and other services to support incident management.



## Exhibit G

### Glossary of EPO Related Acronyms and Terms

**Major Disaster:** Any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion in any part of the United States that, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

**Medical Health Operational Area Coordinator (MHOAC):** See Health and Safety Code §1797.153 (Appendix A).

**Medical Health Operational Area Coordination (MHOAC) Program:** A comprehensive program under the direction of the MHOAC that supports the 17 functions outlined in Health and Safety Code §1797.153.

**Mission Support Team (MSTs):** MSTs provide logistical support to deployed mobile medical assets maintained by EMSA, (e.g., California Medical Assistance Teams, Mobile Field Hospitals, Ambulance Strike Teams, etc.), and also provide coordination between the requesting local jurisdiction and the deployed asset(s). Coordinated by EMSA, MSTs may consist of State, local government, and/or private sector personnel. The size of the MST is determined by the medical mission.

**Mitigation:** Provides a critical foundation in the effort to reduce the loss of life and property from natural and/or manmade disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

**Mobile Field Hospitals (MFHs):** In addition to local and federal MFHs, EMSA maintains three MFHs to assist with medical care during a disaster that impacts the operational status of the health care system. Each of EMSA's 200-bed MFH is a vendor-managed turnkey acute care hospital that provides basic emergency, surgical, intensive care unit, radiography and laboratory services and can be ready to receive patients within 72 hours of deployment.

**Mobilization:** The process and procedures for activating, assembling, and transporting the resources that have been requested to respond to or support an incident.

**Mobilization Center:** An off-emergency location where emergency services personnel, equipment and supplies may be temporarily located, pending assignment to the emergency, release, or reassignment.

**Multi-Agency Coordination System (MAC System):** A MAC System that provides the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. A MAC System includes facilities, equipment, personnel, procedures, and communications. Two of the most commonly used elements are EOCs and MAC Groups, which assist agencies and organizations responding to an incident. MAC Groups typically consist of administrators/executives, or their appointed representatives, who are authorized to commit agency resources and funds.

## Exhibit G Glossary of EPO Related Acronyms and Terms

**Mutual Aid Coordinator:** An individual at local government, Operational Area, Region or State Level that is responsible to coordinate the process of requesting, obtaining, processing and using mutual aid resources. Mutual Aid Coordinator duties will vary depending upon the mutual aid system.

**Mutual Aid Region:** A mutual aid region is a subdivision of the State established to assist in the coordination of mutual aid and other emergency operations within a geographical area of the State, consisting of two or more Operational Areas.

**National Disaster Medical System (NDMS):** A federal medical response system that supplements state and local emergency resources during disasters or major emergencies. NDMS may be activated in response to a presidential disaster declaration or a state request for major medical assistance.

**National Incident Management System (NIMS):** Provides a systematic, proactive approach guiding government agencies at all levels, the private sector, and nongovernmental organizations to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

**Non-Governmental Organization (NGO):** An entity with an association that is based on the interests of its members, individuals, or institutions. It is not created by a government, but it may work cooperatively with the government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

**Operational Area (OA):** An intermediate level of the State of California emergency organization, consisting of a county and all political subdivisions within the geographical boundaries of the county.

**Operational Period:** The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually they last 12-24 hours.

**Political Subdivision:** Includes any city, city and county, county, tax or assessment district, or other legally authorized local governmental entity with jurisdictional boundaries.

**Preparedness:** A continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response. Within NIMS, preparedness focuses on the following elements: planning, procedures and protocols, training and exercises, personnel qualification and certification, and equipment certification.

**Private Sector:** Organizations/entities that are not part of the governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry.

**Public Health and Medical System:** An inter-connected system of public and private entities whose activities and responsibilities involve public health; environmental health; and medical services, including emergency medical services. The participants in the Public Health and Medical System include those involved in the delivery of health care in addition to those involved in the protection and promotion of public health and environmental health. Examples include but are not limited to health care facilities such as hospitals, skilled nursing facilities, and community clinics; Indian health services; local health departments; local emergency medical services agencies; local environmental health departments; ambulance providers; public health laboratories; public water systems; hazardous

## Exhibit G

### Glossary of EPO Related Acronyms and Terms

materials responders; dispatch centers; and many other entities/organizations that conduct daily activities and/or emergency response activities relevant to public health, environmental health and medical services.

**Public Information:** Processes, procedures, and systems for communicating timely, accurate, and accessible information on the incident's cause, size, and current situation; resources committed; and other matters of general interest to the public, responders, and additional stakeholders directly and indirectly affected.

**Recovery:** The development, coordination, and execution of service and site restoration plans; the reconstitution of government operations and services; individual, private sector, nongovernmental, and public assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting; and development of initiatives to mitigate the effects of future incidents.

**Regional Disaster Medical and Health Coordinator (RDMHC):** See Health and Safety Code §1797.152 (Appendix B).

**Regional Disaster Medical and Health Coordination (RDMHC) Program:** A comprehensive program under the direction of the Regional Disaster Medical and Health Coordinator that supports information flow and resource management during unusual events and emergencies. This program includes the Regional Disaster Medical and Health Specialist.

**Regional Disaster Medical Health Specialist (RDMHS):** The Regional Disaster Medical Health Specialist is a component of the RDMHC Program that directly supports regional preparedness, response, mitigation and recovery activities.

**Region Emergency Operations Center (REOC):** Regional facilities representing each of Cal EMA's three Administrative Regions (Inland, Coastal and Southern). REOCs provide centralized coordination of resources among Operational Areas within their respective regions, and between the Operational Areas and State level.

**Reimbursement:** The recouping of funds expended for incident-specific activities.

**Resource Management:** Efficient emergency management and incident response requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under NIMS includes mutual aid agreements and assistance agreements; the use of special Federal, State, tribal, and local teams; and resource mobilization protocols.

**Resources:** Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

**Response:** Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the

## **Exhibit G**

### Glossary of EPO Related Acronyms and Terms

situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

**Response Information Management System (RIMS):** The Internet-based information management system maintained by the California Emergency Management Agency for collecting information on the disaster situation, communicating action plans, and requesting mission requests.

**Special District:** A unit of local government (other than a city, county, or city and county) with authority or responsibility to own, operate and maintain systems, programs, services, or projects (as defined in California Code of Regulations Section 2900(s) for purposes of natural disaster assistance. This may include a joint powers authority established under Section 6500.

**Stafford Act:** The Robert T. Stafford Disaster Relief and Emergency Assistance Act establishes the programs and processes for the Federal Government to provide disaster and emergency assistance to States, local governments, tribal nations, individuals, and qualified private non-profit organizations. The provisions of the Stafford Act cover all hazards including natural disasters and terrorist events. Relevant provisions of the Stafford Act include a process for Governors to request Federal disaster and emergency assistance from the President. The President may declare a major disaster or emergency.

**Staging Area:** An area established for the temporary location of available resources. A Staging Area can be any location in which personnel, supplies and equipment can be temporarily housed or parked while awaiting operational assignment.

**Standardized Emergency Management System (SEMS):** A system required by California Government Code for managing response to multi-agency and multi-jurisdictional emergencies in California. SEMS consists of five organizational levels, which are activated as necessary: Field response, Local Government, Operational Area, Region and State.

**State Operations Center (SOC):** The SOC is operated by the California Emergency Management Agency. It is responsible for the centralized coordination of State resources in support of the three Cal EMA Administrative Regions (REOCs). It is also responsible for providing updated situation reports to the Governor and legislature.

**Tribal Entity:** Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq].

**Unified Command:** An ICS application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan.

**Unusual Event:** An unusual event is defined as an incident that significantly impacts or threatens public health, environmental health or medical services. An unusual event may be self-limiting or a precursor to emergency system activation. The specific criteria include any of the following:

### **Exhibit G**

#### **Glossary of EPO Related Acronyms and Terms**

- The incident significantly impacts or is anticipated to impact public health or safety;
- The incident disrupts or is anticipated to disrupt the Public Health and Medical System;
- Resources are needed or anticipated to be needed beyond the capabilities of the Operational Area, including those resources available through existing agreements (day-to-day agreements, memoranda of understanding, or other emergency assistance agreements);
- The incident produces media attention or is politically sensitive;
- The incident leads to a Regional or State request for information; and/or
- Whenever increased information flow from the Operational Area to the State will assist in the management or mitigation of the incident's impact

## Contractor's Release

### Instructions to Contractor:

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

### Submission of Final Invoice

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

### Release of all Obligations

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

### Repayments Due to Audit Exceptions / Record Retention

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

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

### Recycled Product Use Certification

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

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

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

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

### Patents / Other Issues

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

---

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

Contractor's Legal Name (as on contract): \_\_\_\_\_

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

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2019

**Departments: Sheriff**

**TIME REQUIRED**

**SUBJECT** FY 2018-2019 Homeland Security Grant Program (HSGP)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

The California Emergency Management Agency has requested a governing body resolution for participation in the Homeland Security Grant. The HSGP supports efforts to build and sustain core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

**RECOMMENDED ACTION:**

Approve Resolution 19-\_\_\_, Authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Homeland Security Grant Program (HSGP) for Fiscal Year 2018-2019.

**FISCAL IMPACT:**

This resolution will assist with meeting the grant guidance for participation in the HSGP for Fiscal Year 2018-2019. When the grant is awarded, the award will not exceed \$150,000.00. There is no match requirement to this grant.

**CONTACT NAME:** Sarah Roberts

**PHONE/EMAIL:** 769-932-5279 / sroberts@monosheriff.org

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">18-19 HSGP Staff Report</a>
<a href="#">18-19 HSGP Resolution</a>

History

Time

Who

Approval

3/13/2019 7:35 PM	County Administrative Office	Yes
3/13/2019 2:43 PM	County Counsel	Yes
3/14/2019 9:57 AM	Finance	Yes



**MONO COUNTY**  
**SHERIFF**  
*A Commitment to Community Safety and Service*

---



**Ingrid Braun**      DATE:      March 8, 2019  
**Sheriff-Coroner**      TO:      The Honorable Board of Supervisors

**Phillip West**  
**Undersheriff**

FROM:      Ingrid Braun, Sheriff-Coroner

SUBJECT:      Office of Homeland Security Fiscal Year 2018-2019 Homeland Security Grant Program

**RECOMMENDATION:**

Approve Resolution 19-xx authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Homeland Security Grant Program (HSGP) for Fiscal Year 2018-2019. The grant will not exceed \$150,000.00.

**DISCUSSION:**

The HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities require the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The HSGP supports efforts to build and sustain core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

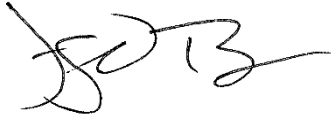
The California Emergency Management Agency has requested a governing body resolution for participation in the Homeland Security Grant. The resolution should specifically identify the following personnel as grant administrators to administer and sign documents related to the Homeland Security Grant:

Mono County Sheriff-Coroner  
Mono County Sheriff's Office Emergency Management Coordinator  
Mono County Sheriff's Office Finance Officer

**FINANCIAL IMPACT:**

This resolution will assist with meeting the grant guidance for participation in the HSGP for Fiscal Year 2018-2019. When the grant is awarded, the award will not exceed \$150,000.00. There is no match requirement to this grant.

Respectfully submitted,

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

Ingrid Braun  
Sheriff-Coroner



R19-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AUTHORIZING PARTICIPATION IN THE OFFICE OF  
HOMELAND SECURITY FY 2018-2019 HOMELAND SECURITY GRANT PROGRAM  
AND DESIGNATING THE SHERIFF-CORONER, EMERGENCY SERVICES  
COORDINATOR, AND THE SHERIFF'S FINANCE OFFICER AS AUTHORIZED  
AGENTS TO SIGN FOR AND ADMINISTER THE HOMELAND SECURITY GRANT**

**WHEREAS**, Mono County, a political subdivision of the State of California, wishes to participate in the 2018-2019 Homeland Security Grant Program and to authorize the Mono County Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer to act as its agents to sign for and administer grants thereunder; and

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

**SECTION ONE:** The County of Mono's participation in the 2018-2019 Homeland Security Grant Program is hereby authorized.

**SECTION TWO:** The Mono County Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer are authorized to execute for and on behalf of Mono County any documents necessary for the purpose of obtaining and administering financial assistance provided by Homeland Security Grant Program and to act as the County's agent with respect thereto.

1 **PASSED, APPROVED and ADOPTED** this 19th day of March, 2019, by the following  
2 vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

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12 John Peters, Chair  
Mono County Board of Supervisors

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14 **ATTEST:**

**APPROVED AS TO FORM:**

15  
16  
17 Clerk of the Board

18 County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2019

**Departments: Sheriff**

**TIME REQUIRED**

**SUBJECT** FY 2019-2020 Homeland Security  
Grant Program (HSGP)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

The California Emergency Management Agency has requested a governing body resolution for participation in the Homeland Security Grant. The HSGP supports efforts to build and sustain core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

**RECOMMENDED ACTION:**

Approve Resolution 19-\_\_\_, Authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Homeland Security Grant Program (HSGP) for Fiscal Year 2019-2020.

**FISCAL IMPACT:**

This resolution will assist with meeting the grant guidance for participation in the HSGP for Fiscal Year 2019-2020. When the grant is awarded, the award will not exceed \$150,000.00. There is no match requirement to this grant.

**CONTACT NAME:** Sarah Roberts

**PHONE/EMAIL:** 760-932-5279 / sroberts@monosheriff.org

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">19-20 HSGP Staff Report</a>
<a href="#">19-20 HSGP Resolution</a>

History

Time

Who

Approval

3/13/2019 6:16 AM	County Administrative Office	Yes
3/13/2019 2:44 PM	County Counsel	Yes
3/14/2019 9:57 AM	Finance	Yes

**MONO COUNTY**  
**SHERIFF**  
*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

DATE: March 8, 2019  
TO: The Honorable Board of Supervisors

**Phillip West**  
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Office of Homeland Security Fiscal Year 2019-2020 Homeland Security Grant Program

**RECOMMENDATION:**

Approve Resolution 19-xx authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Homeland Security Grant Program (HSGP) for Fiscal Year 2019-2020. The grant will not exceed \$150,000.00.

**DISCUSSION:**

The HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities require the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The HSGP supports efforts to build and sustain core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

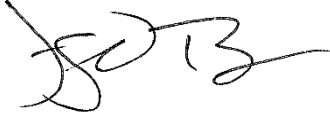
The California Emergency Management Agency has requested a governing body resolution for participation in the Homeland Security Grant. The resolution should specifically identify the following personnel as grant administrators to administer and sign documents related to the Homeland Security Grant:

Mono County Sheriff-Coroner  
Mono County Sheriff's Office Emergency Management Coordinator  
Mono County Sheriff's Office Finance Officer

**FINANCIAL IMPACT:**

This resolution will assist with meeting the grant guidance for participation in the HSGP for Fiscal Year 2019-2020. When the grant is awarded, the award will not exceed \$150,000.00. There is no match requirement to this grant.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB', with a long horizontal flourish extending to the right.

Ingrid Braun  
Sheriff-Coroner





R19-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AUTHORIZING PARTICIPATION IN THE OFFICE OF  
HOMELAND SECURITY FY 2019-2020 HOMELAND SECURITY GRANT PROGRAM  
AND DESIGNATING THE SHERIFF-CORONER, EMERGENCY SERVICES  
COORDINATOR, AND THE SHERIFF'S FINANCE OFFICER AS AUTHORIZED  
AGENTS TO SIGN FOR AND ADMINISTER THE HOMELAND SECURITY GRANT**

**WHEREAS**, Mono County, a political subdivision of the State of California, wishes to participate in the 2019-2020 Homeland Security Grant Program and to authorize the Mono County Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer to act as its agents to sign for and administer grants thereunder; and

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

**SECTION ONE:** The County of Mono's participation in the 2019-2020 Homeland Security Grant Program is hereby authorized.

**SECTION TWO:** The Mono County Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer are authorized to execute for and on behalf of Mono County any documents necessary for the purpose of obtaining and administering financial assistance provided by Homeland Security Grant Program and to act as the County's agent with respect thereto.

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**PASSED, APPROVED and ADOPTED** this 19th day of March, 2019, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
John Peters, 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** March 19, 2019

**Departments: Health**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Louis Molina

**SUBJECT** Letter of Support for AB 402 -  
Optional Local Primacy Agency (LPA)  
Fund Stabilization

**AGENDA DESCRIPTION:**

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

Request the Board of Supervisors to submit a letter of support for AB 402 which, if passed, would provide a mechanism to fund staffing and regulatory oversight for Mono County's LPA program.

**RECOMMENDED ACTION:**

Approve BOS support letter for AB 402 - Optional LPA Fund Stabilization.

**FISCAL IMPACT:**

No General Fund impact. Potential funding of up to 100% of Health Department costs in implementing the LPA program.

**CONTACT NAME:** Louis Molina

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Letter of Support</a>

**History**

Time	Who	Approval
3/14/2019 1:40 PM	County Administrative Office	Yes
3/14/2019 3:17 PM	County Counsel	Yes

3/14/2019 9:59 AM

Finance

Yes



MONO COUNTY HEALTH DEPARTMENT  
Environmental Health

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

March 12, 2019

**To:** Honorable Board of Supervisors  
**From:** Louis Molina, Environmental Health Director  
**Subject:** Letter of Support for AB 402 (Quirk) – Optional LPA Fund Stabilization

**Recommended Action:** Approve letter of support for AB 402, which provides a mechanism for funding Mono County’s LPA Regulatory Program.

**Discussion:** Mono County Environmental Health is the Local Primacy Agency (LPA) for Mono County, under an existing Local Primacy Delegation Agreement (LPDA). The LPA has been delegated this authority by the State Water Resource Control Board, Division of Drinking Water (DDW), and under the authority granted by the California Safe Drinking Water Act, for the regulation of Small Public Water Systems (SPWS). SPWS include those community water systems that have 15-199 service connections, as well as non-community water systems serving facilities such as campgrounds and motels.

Currently, our LPA program is funded through a combination of Realignment funds and monies derived from annual permit fees charged to the SPWS that we regulate. Permit fees account for less than 40% of the costs our department spends to administer the LPA program. AB 402, if passed, would provide a new mechanism for funding our LPA program. Essentially, the DDW would implement and administer the SPWS oversight fees statewide, and the LPA would bill time spent in the program back to the DDW, per a reimbursement calculation yet to be defined. By this method, the MCHD could invoice the DDW for all of our time spent in the LPA program. Therefore, our LPA program would be funded virtually 100% without the need to supplement the program with other Health Department funds.

**Fiscal Impact:** No General Fund impact. Potential revenue augmentation of more than 60% to the LPA program.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by: \_\_\_\_\_  
Louis Molina, Environmental Health Director Date

Reviewed by: \_\_\_\_\_  
Sandra Pearce, Public Health Director Date



Jennifer Halferty ~ District One    Fred Stump ~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

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## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5533 • FAX (760) 932-5531  
*Shannon Kendall, Clerk of the Board*

March 19, 2019

The Honorable Bill Quirk  
20th Assembly District  
State Capitol, Room 2163  
Sacramento, CA 95814

SUBJECT: Support for AB 402 – Optional LPA Fund Stabilization

Dear Assemblymember Quirk:

Mono County is pleased to offer its support for your AB 402 which offers a much-needed fund stabilization option for local jurisdictions to implement their Local Primacy Agency (LPA) drinking water oversight programs. AB 402 helps to ensure that all Californians who rely on public drinking water systems – regardless of whether they live in counties whose system oversight is through the state or delegated to the county – can be assured of safe and affordable drinking water.

Specifically, the measure will enable counties, like Mono County, who oversee their water system through Local Primacy Agency (LPA) delegation agreements to provide the required level of system oversight as specified by state and federal law with the most efficient use of limited resources. The measure changes the Public Drinking Water Oversight system to provide an opt-in/optional alternative funding mechanism that would accomplish the following:

- Amend the Health and Safety Code to allow the state and LPA counties to enter into agreements for the reimbursement of small public water system oversight costs
- Allow the Division of Drinking Water (DDW) to implement and administer small public water system oversight fees statewide
- Aggregate public water system fees to fund the work of both state and local oversight staff
- Require DDW to develop consistent staffing formulas so the appropriate level of oversight is maintained statewide

Your legislation will secure sustainable funding for the established and highly effective LPA regulatory program in Mono County and throughout the state. By aggregating public drinking water fees statewide, small water systems will be able to invest their limited funds into providing safe drinking water to their customers rather than paying

expensive regulatory oversight fees. Furthermore, by providing adequate funding, a consistent, high quality regulatory oversight program can be administered statewide.

We thank you for your leadership on this issue and urge the Legislature to enact this optional funding mechanism that will support local control and enhance public health protection.

Sincerely,

John Peters, Chair  
Mono County Board of Supervisors

Cc: Assembly Environmental Safety and Toxic Materials Committee members



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 19, 2019

**Departments: Human Resources**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**            MOU with Mono County Paramedic  
Fire Rescue Association and Related  
Personnel Rules Amendments

**AGENDA DESCRIPTION:**

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

Proposed resolutions adopting and approving Memorandum of Understanding between the County and Mono County Paramedic Fire Rescue Association (MCPFRA) for the years 2019-2021 and adopting and approving amendments to Mono County Personnel Rules 290 (leave of absence due to death in the family), 300 (critical illness leave) and 330 (miscellaneous leave), as applicable to the MCPFRA.

**RECOMMENDED ACTION:**

1. Adopt proposed resolution R19-\_\_\_, Approving Memorandum of Understanding with the Mono County Paramedic Fire Rescue Association. 2. Adopt proposed resolution R19-\_\_\_, Amending Mono County Paramedic Fire Rescue Association Personnel Rules 290, 300, and 330.

**FISCAL IMPACT:**

Year 1= \$37,899, year 2= \$29,783, year 3= \$89,223 for a total of \$156,910 during the 3-year term.

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** 7609325413 / dbutters@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution Paramedic MOU</a>
<input type="checkbox"/> <a href="#">Exhibit A to Resolution Paramedic MOU</a>
<input type="checkbox"/> <a href="#">Attachment to Exhibit A to Resolution Paramedic MOU (Pay Matrix)</a>
<input type="checkbox"/> <a href="#">Resolution Amend Personnel Rules 290, 300, 330C</a>



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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/13/2019 7:36 PM	County Administrative Office	Yes
3/13/2019 3:29 PM	County Counsel	Yes
3/14/2019 10:48 AM	Finance	Yes



# County of Mono

## County Administrative Office

**Leslie L. Chapman**  
County Administrative Officer

**Dave Butters**  
Human Resources Director

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: March 19, 2019

Subject: Proposed MOU for the Mono County Paramedic Fire Rescue Association

**Recommendation:**

Adopt the proposed MOU with the Mono County Paramedic Fire Rescue Association.

**Fiscal Impact:** Year 1= \$37,899, year 2= \$29,783, year 3= \$89,223 for a total of \$156,910 during the 3-year term.

**Discussion:**

Beginning in April 2018 Mono County and the Mono County Paramedic Fire Rescue Association began negotiations for a new Memorandum of Understanding (MOU) defining the terms and conditions of employment. These negotiations concluded in February 2019. The previous MOU had expired on 6/30/2018.

Members of the Paramedic negotiating team were Kevin Smith, Alex Johnson, Mike Sharrar, Sean Macedonia, and Robb McCandlish of Mastagni Holstedt. The County was represented by Leslie Chapman, Janet Dutcher, Chris Mokrcek, Stacey Simon, Anne Larson, and Dave Butters.

Subjects of these negotiations included reduction of long-term unfunded liabilities such as sick leave and vacation, as well as adjustments to base pay and step progression. Two new position related premiums were created to incentivize advanced training and leadership development. Changes to the model for medical insurance premiums to help reduce County costs while providing employees with affordable coverage options. This tentative agreement is for a 3-year term (January 1, 2019 through December 31, 2021).

A tentative agreement was reached between the negotiating teams and Paramedic Fire Rescue Association membership voted to approve the agreement in February 2019. This agreement focused on the same strategic priorities as in other recent negotiations.

**Some of the highlights of this agreement are:**

- Offer PERS Select plan option at a 95% County Contribution. This provides a saving to the employees and County over the current PERS Choice or PERS Care options.
- Agreed to a fixed cap on vacation accrual of 450 hours.
- Changed longevity to pay 6.5% after 12 years' service for those employees hired prior to January 1, 2013.
- COLA's of 2% in all three years of the agreement.
- Return to a 5 step pay matrix.
- Two new premium pay provisions were initiated. 5% premium for acting captain and 5% premium for an advanced EMT certification.

For questions, please call Dave Butters at 760 932-5413 or email [dbutters@mono.ca.gov](mailto:dbutters@mono.ca.gov).



R19-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS ADOPTING AND APPROVING  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY AND THE  
PARAMEDIC FIRE RESCUE ASSOCIATION**

**WHEREAS**, the Mono County Board of Supervisors has the authority under section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees; and

**WHEREAS**, the County is required by the Meyers-Milias-Brown Act (sections 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

**WHEREAS**, County representatives and the Mono County Paramedic Fire Rescue Association (the "Association") met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference;

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

**SECTION ONE:** The proposed Memorandum of Understanding between the County of Mono and the Association, a copy of which is attached hereto as Exhibit A – effective for the period of January 1, 2019 through December 31, 2021 – is hereby ratified, adopted and approved.

**SECTION TWO:** The terms and conditions of employment set forth in the MOU are hereby prescribed for the employees whose classifications are included in the Association's bargaining unit.

1 **PASSED, APPROVED and ADOPTED** this 19<sup>th</sup> day of March 2019, by the following  
2 vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

7  
8  
9  
10  
11 \_\_\_\_\_  
John Peters, Chair  
Mono County Board of Supervisors

12 ATTEST:

APPROVED AS TO FORM:

13  
14  
15 \_\_\_\_\_  
Clerk of the Board

16 \_\_\_\_\_  
County Counsel

January 1, 2019-  
December 31, 2021

Memorandum of Understanding  
between

COUNTY OF MONO

and

MONO COUNTY PARAMEDIC  
FIRE RESCUE ASSOCIATION





**COUNTY OF MONO**  
**and the**  
**MONO COUNTY PARAMEDIC FIRE RESCUE ASSOCIATION**

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## ARTICLE 1. PURPOSE & DEFINITIONS

### A. Purpose

It is the purpose of this Memorandum of Understanding (“MOU”) to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between management and the Employees covered by this MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise from the provisions of this MOU, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

### B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles of this MOU:

1. "Association" means the Mono County Paramedic Fire Rescue Association
2. "County" means the County of Mono.
3. "MOU" means this Memorandum of Understanding between the Association and the County.
4. "Employee" means full-time Mono County EMTs, Advanced EMTs, and Paramedics covered by this MOU. Employee does not include Reserve Employees.
5. "Reserve Employees" means temporary employees and/or retired annuitants whom County may utilize to fill vacant shifts of paramedics and EMTs, as described more fully below. County will consult with Association on training and performance issues pertaining to Reserve Employees.
6. “Base Rate of Pay” means the Employee’s current range and step hourly rate of pay as identified in Appendix “A”.
7. "Regular rate of pay" means the base hourly rate of pay plus any additional amounts required by the Fair Labor Standards Act (FLSA) to be included in the regular rate, for which the Employee qualifies under this MOU.
8. "Post-Retirement Health Beneficiary" means a Retiree who, for purposes of Article 11 of this MOU:
  - a. was hired on or prior to January 1, 1986, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least five (5) years continuous service with the County immediately preceding their date of retirement, unless they at any time prior to retirement opted to participate in the County’s Section 401(a) Plan; or
  - b. was hired after January 1, 1986 and on or before July 1, 1987, was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least ten (10) years continuous service with the County immediately

preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or

- c. was hired after July 1, 1987 and on or before March 15, 1996, was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least fifteen (15) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or,
  - d. was hired after March 15, 1996, and before February 4, 2003, was age fifty (50) or older and held permanent employment status on their date of retirement and accrued at least twenty (20) years continuous service with the County immediately preceding their retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan.
9. "Retiree" means a former County Employee whom CalPERS considers to be a County retiree/annuitant but who is not a post-retirement health beneficiary as described above.
10. "Vacant Shift" means any shift requiring backfilling due to the absence of an Employee and shifts in addition to normal staffing including partial shifts.

## ARTICLE 2. TERM

The provisions of this MOU shall be effective from January 1, 2019. This MOU shall expire at 12:00 midnight on December 31, 2021.

## ARTICLE 3. RECOGNITION

The County recognizes the Association as the sole and exclusive representative for full-time Employees of the Mono County Paramedic Fire Rescue Association comprised of the classifications of Emergency Medical Technician, Advanced Emergency Medical Technician, Paramedic I, Paramedic II, Paramedic Training Officer, and Paramedic Station Captain.

## ARTICLE 4. NON-DISCRIMINATION AND ASSOCIATION RIGHTS

The County recognizes all legal rights of all Employees, including the right to join and participate in the activities of the Association and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code, and the Meyers-Milias-Brown Act. The County shall not intimidate, restrain, coerce, or discriminate against any Employee because of the exercise of any such rights.

There shall be no unlawful discrimination based on an Employee's race, religion, color, national origin, ancestry, sex, age, sexual orientation, marital status, gender identity, gender expression,

genetic characteristics or information, military or veteran's status and/or any other category protected by federal and/or state law. In addition, the County shall not retaliate because of an Employee's opposition to a practice the Employee reasonably believes to constitute employment discrimination or harassment or because of the Employee's participation in an employment investigation, proceeding, hearing or legitimate Employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the County and the County will investigate those complaints.

#### ARTICLE 5. HEALTH AND DISABILITY INSURANCE

- A. Employees and their dependents are entitled to the medical, dental and vision benefits as provided in this Article and Articles 6 and 7.
- B. The County contracts with CalPERS medical insurance for all Employees. The County shall pay only the statutory amount prescribed by Government Code section 22892 per Employee per month for medical insurance.
- C. The County shall enroll Employees in the State Disability Insurance (SDI) program at County expense. Alternatively, if the Association desires its own disability insurance coverage, the County will contribute its current cost for SDI coverage toward such alternative coverage. When an Employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the County shall continue paying:
  - 1. Monthly contributions into the Cafeteria Plan based on the Employee's applicable tier (See Article 8); and
  - 2. The medical portion of Social Security.

#### ARTICLE 6. DENTAL CARE PLAN

The County shall provide all Employees and their dependents with the County dental plan. The current County dental plan shall be the minimum base coverage.

#### ARTICLE 7. VISION CARE PLAN

The County shall provide all Employees and their dependents a vision care plan. The current vision care Plan C shall be the minimum base coverage.

ARTICLE 8. CAFETERIA PLAN

- A. Up to and through December 31, 2019, the County will continue to contribute into the Cafeteria Plan an amount equal to eighty percent (80%) of the PERS Choice health insurance premium for the coverage tier in which the Employee is enrolled, minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS, for any Employee who is enrolled in PERS medical coverage.
- B. Effective January 1, 2020, for Employees enrolled in PERS Select medical coverage, the County will contribute into the Cafeteria Plan an amount equal to ninety-five percent (95%) of the PERS Select health insurance premium then in effect for the coverage tier in which the Employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS; or
- C. Effective January 1, 2020, Employees enrolled in medical coverage other than PERS Select, the County will contribute into the Cafeteria Plan an amount equal to eighty percent (80%) of the PERS Choice premium then in effect for the coverage tier in which the Employee is enrolled, minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS. Notwithstanding anything to the contrary in this paragraph, under no circumstances shall the Employee contribute less than 5% of the PERS Select premium then in effect for the coverage tier in which the Employee is enrolled, regardless of the medical coverage selected by the Employee.
- D. The County shall not make any contributions to the Cafeteria Plan for Employees not enrolled in CalPERS or PORAC medical coverage and under no circumstances shall an Employee receive cash back.

ARTICLE 9. 401(a) PLAN

- A. Employees hired on or after February 4, 2003, are not eligible to earn or receive post-retirement health benefits provided by Article 10 but shall instead be eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan ("401(a) Plan") established by the County, as described more fully below. Any active Employee of the unit who was hired prior to February 4, 2003, may also elect to receive County contributions into a 401(a) Plan under this Article, if he or she waives and relinquishes any present or future rights to receive the post-retirement health benefits provided by Article 10.
- B. The County shall contribute into the 401(a) Plan an amount on behalf of each Employee electing to participate under this Article equal to the amount contributed by that Employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to Employee contributions) but not to exceed three percent (3%) of the Employee's pre-tax salary. Accordingly, if an Employee contributes a total of one to three percent (1- 3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the Employee's

457 contribution; if an Employee contributes more than three percent (3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) Plan contribution would be three percent (3%) (and not more) of the Employee's pre tax salary and would not fully match the Employee's 457 contribution. The Employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. The Employee's ability to withdraw the County's contributions into the 401(a) Plan is set forth in paragraph C.

- C. The 401(a) Plan has the following vesting schedule for participating Employees to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0 percent
1 year plus 1 day to 2 years	10 percent
2 years plus 1 day to 3 years	20 percent
3 years plus 1 day to 4 years	40 percent
4 years plus 1 day to 5 years	60 percent
5 years plus 1 day but less than 6 years	80 percent
6 years or more	100 percent

- D. In addition to and notwithstanding the foregoing, Employees' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use - shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

**ARTICLE 10. RETIREMENT BENEFITS**

**A. Retirees**

Retirees hired on or after February 4, 2003, who enroll in CalPERS medical insurance or who have relinquished their rights to receive post-retirement health benefits under Article 9, shall receive only the statutory amount prescribed by Government Code section 22892 per month paid directly by the County to PERS.

**B. Post-Retirement Health Beneficiaries**

1. Not Medicare-Eligible: Post-Retirement Health Beneficiaries who are not yet eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the amount paid into the cafeteria plan for Employees under Article 8. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS. In other words, the amount of the flexible credit allowance will vary as the County's contribution to the Cafeteria Plan for Employees varies and is subject to the same limitations or qualifications applicable to Employees, (e.g., whether the Post-Retirement Health Beneficiary is enrolled in CalPERS medical

insurance, the plan selected and the "tier" into which that Post-Retirement Health Beneficiary falls).

2. Medicare-Eligible: Post-Retirement Health Beneficiaries who are eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the monthly amount of the PERS Choice Medicare Supplement premium or the monthly premium amount of the plan in which the Post-Retirement Health Beneficiary is enrolled, whichever is less, based on the residency and coverage tier in which the Post-Retirement Health Beneficiary is enrolled, minus the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
3. Partially Medicare-Eligible: In the event a Post-Retirement Health Beneficiary and their dependent are not both Medicare-eligible, then the eligible individual shall enroll in Medicare and payment through the cafeteria plan shall not exceed the amount described in A.2.
4. Dental and Eye-Care: Post-Retirement Health Beneficiaries and one dependent (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to Employees in Articles 6 and 7.

**ARTICLE 11. VACATION ACCUMULATION**

**A. Accumulation/Accrual**

Because Employees work 24-hour shifts (or "days") vacation accrual for Employees shall not be as provided in Mono County Personnel Rules section 260. Employees shall accrue vacation as follows:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>
0 - 3	112 hours	9.33 hours
3-10	168 hours	14.00 hours
10-15	191 hours	15.92 hours
15-20	213 hours	17.75 hours
20+	224 hours	18.67 hours

**B. Compensation**

An Employee who has accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.

**C. Maximum Accrual**

The maximum number of vacation hours that may be accumulated by any Employee as of December 31<sup>st</sup> of any year is 450 hours ("Accrual Cap"). If an Employee's vacation hours exceed the Accrual Cap on December 31<sup>st</sup> of any year, then vacation accrual will cease until his or her vacation hours are at or below the Accrual Cap.

ARTICLE 12. SICK LEAVE

- A. Full-time Employees will accrue 11.2 hours of sick leave each month.
- B. Employees hired prior to July 1, 2016, may convert up to one year of unused sick leave to PERS service credit upon separation from employment with the County, as permitted by California Government Code Section 20965 or successor section. Alternatively, Employees may be compensated for up to 960 hours of accrued sick leave upon separation from County employment as follows:
  - 1. If the Employee has worked for the County less than five (5) years or elects to apply sick leave toward PERS service credit as provided for above, no amount shall be paid for accrued sick leave.
  - 2. If the Employee has worked for the County more than five (5) years, but less than ten (10) years, then the Employee shall be paid fifty percent (50%) of the dollar value of the accrued sick leave, not to exceed 960 hours.
  - 3. If the Employee has worked for the County more than ten (10) years, then the Employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave, not to exceed 960 hours.
  - 4. If the Employee is terminated by reason of layoff, the Employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave, up to 960 hours, regardless of how long the Employee has worked for the County.
  - 5. The dollar value of the Employee's accrued sick leave shall be based upon the Employee's base rate of pay on the date of separation.
- C. Employees hired on or after July 1, 2016, may convert unused sick leave to PERS service credit upon separation from employment with the County, as permitted by California Government Code Section 20965 or successor section. These Employees shall not have the option of cash payment for accrued sick leave.

ARTICLE 13. BEREAVEMENT AND CRITICAL ILLNESS LEAVE

Employees shall be allowed bereavement leave and critical illness leave in conformity with Mono County Personnel System, Paramedic Association, Rules 290 and 300. However, instead of



receiving a maximum of five 8-hour "working days" of leave, each Employee shall receive two 24-hour shifts of leave per calendar year.

ARTICLE 14. LONGEVITY COMPENSATION

Employees hired before January 1, 2013, shall receive longevity pay of 6.5% of base pay after twelve years of continuous County service. The total amount of longevity pay received by any Employee shall not exceed 6.5% of base pay (i.e., if the Employee currently receives 2.5% longevity, then after twelve years of service, that Employee shall receive an additional 4% longevity pay).

ARTICLE 15. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

- A. If an Employee assumes the duties of a position entailing greater responsibility than his or her presently assigned position, that Employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, during the time the Employee carries out the other duties.
- B. This Article applies only when all of the following conditions occur:
  - 1. The Employee received written direction to assume the other duty by the EMS Chief or designee;
  - 2. The assumption of duties entailing greater responsibility must be taken for a period of one full-time week (i.e., 56 hours) before this Article applies. The initial full-time work week shall not be included in the increased pay calculations; and
  - 3. The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of Supervisors.
- C. Pursuant to Government Code Section 20480, no Employee may assume the duties of a position entailing greater responsibility for more than 960 hours in any fiscal year.

ARTICLE 16. RELEASE TIME

- A. The Association President and designee shall have reasonable time off for Association matters (not to exceed a total of three (3) persons), with the approval of the EMS Chief. The President or designees shall give management two (2) weeks' notice, or a reasonable amount of notice as approved by the EMS Chief, prior to taking time off.
- B. The County agrees that Association members on duty may attend semi annual Association membership meetings during working hours without loss of pay provided:

1. Attendance is verified by signature roster prepared and certified by the Association Secretary;
2. Attendance during working hours without loss of pay will be limited to two (2) hours per meeting;
3. The Employee's absence from work will not result in the lack of minimum coverage of functions as determined by the EMS Chief.

#### ARTICLE 17. SHIFT TRADING

The County allows shift trading in accordance with the Shift Trading Policy developed by the EMS Chief, dated November 2018. If the EMS Chief determines that the November 2018, Shift Trading Policy should be amended in a manner which causes the proposed amendment to fall within the meet and confer requirements of the Myers-Milias-Brown Act, the County will meet and confer with the Association regarding the proposed amendment.

#### ARTICLE 18. OVERTIME

- A. All Employees shall be paid premium pay and/or overtime in accordance with Fair Labor Standards Act (FLSA) requirements for hours worked in excess of forty (40) hours per week.
- B. Employees' normal full-time work schedule shall continue to be two consecutive twenty-four-hour shifts (48 hours) followed by 96 hours (four days) of regular time off. Thus, each normal work week includes regular compensation plus some scheduled overtime ("FLSA premium pay"), all of which is reportable compensation to CalPERS.
- C. Use of vacation time, sick leave, and compensatory time off (CTO) during an Employee's normal work schedule (as discussed above in paragraph A) shall be considered hours worked only for the limited purpose of calculating scheduled overtime ("FLSA premium pay") with respect to that normal work schedule. Use of leave and CTO time shall not be considered hours worked in determining whether an Employee must be paid overtime on hours worked in addition to their normal schedule.

#### ARTICLE 19. EQUIPMENT AND WORKSITE SAFETY

##### A. Equipment

1. The County shall provide Employees with the following equipment, and replace or repair such equipment when deemed necessary by the County:
  - a. Shoulder patches, name tag, and badge.
  - b. Cold weather gear: jacket, pants, hat, boots, gaiters, gloves, pack and goggles.

- c. Rescue gear: jacket, pants, boots, hood, gloves, safety glasses and helmet.
- 2. All equipment issued to Employees shall remain the property of the County and shall be properly inventoried. Employees shall return assigned insignia and equipment upon termination from County employment. Safety and weather protection equipment shall be issued only to persons required to work under conditions necessitating such equipment. Previously-issued equipment shall be returned by the Employee to whom it was issued prior to the assignment of replacement equipment. Employees shall be responsible for the care and maintenance of all issued equipment and for the cost of replacement of lost equipment. County will repair, or replace as necessary, equipment damaged or lost within the course and scope of employment. In addition, the County will maintain a pool of equipment to be available for use by part-time, temporary and reserve Employees when they are assigned to work open shifts. One of each of the items listed above will be made available to such Employees.

B. Worksite Safety

- 1. The County shall provide reasonable safety programs and annual on-site safety inspections to assure safe worksites for County Employees. Department heads shall schedule the safety programs and annual on-site worksite inspections. Written complaints shall be filed with the EMS Chief or their designee and copies shall be transmitted by Employees who file them to the President of the Association. Should a complaint be unresolved by the EMS Chief or their designee, an appeal of the matter shall be heard by the Worksite Safety Advisory Committee, which shall make its recommendation to the Board of Supervisors for a final decision.
- 2. The Worksite Safety Advisory Committee will be established as the need arises, and will consist of the County's designated risk manager, one member designated by the Association, and one member appointed by the other two members.

ARTICLE 20. UNIFORM ALLOWANCE, STANDARDS AND REPLACEMENT

- A. Each Employee shall receive an annual uniform allowance of \$750 to cover uniform acquisition. Each new Employee shall upon employment receive a one-time advanced payment of \$375 out of the annual allowance for uniform acquisition. Should a new Employee not complete the remaining portion of the fiscal year as an EMT or Paramedic of Mono County, the County may recover \$30.00 per month from the new Employee for each month of said fiscal year not completed. This amount shall be deducted from said Employee's final paycheck. Association understands that the compensation provided by this Article 20 is taxable and that County will withhold taxes from said amounts in accordance with applicable state and federal laws. With the exception of the one-time new Employee payment, the uniform allowance shall be paid in equal installments with the Employee's normal payroll check.
- B. Uniform items and standards shall be as set forth in the "Uniform Standards" standard

operating procedure developed by the EMS Chief, dated November 2018. This standard operating procedure may be changed from time to time in the County's sole discretion provided it does not impose any increased costs to Employees.

- C. All uniform items damaged within the course and scope of employment shall be replaced or repaired at no cost to the Employee. The determination of whether a uniform item is replaced or repaired shall be made by the EMS Chief or designee.
- D. All insignia and equipment issued to Employees shall be returned to Mono County in good condition, ordinary wear and tear excepted, prior to receipt of the Employee's final paycheck. Any change or addition to the existing uniform which is ordered to take effect immediately by the County shall be at the County's expense.

#### ARTICLE 21. TRAVEL TIME

Travel time to and from work does not constitute hours worked. This is true whether the Employee works at a fixed location or at different job sites. Time spent traveling during the workday must be counted as hours worked when it is related to the Employee's job and performed pursuant to the County's instruction. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to County's instructions, whether or not the Employee is operating a vehicle or riding as a passenger. See Article 22 for travel to continuing education classes required for maintenance of Employees' licenses.

#### ARTICLE 22. LICENSING

- A. Employees shall meet and maintain any licensing requirements imposed by state law or regulatory agencies with respect to their employment positions. The County shall (1) pay for or reimburse Employee for course fees pre-approved by the Department Head in writing upon submission of an invoice or other documentation acceptable to the Finance Director; (2) Pay for or reimburse an Employee's applicable license renewal fee(s).
- B. In the event and to the extent that County directs an Employee to attend a particular class or training, time spent attending that class or training shall be considered "hours worked." Time spent traveling to the location of a class or training shall not be considered "hours worked" unless it occurs during the Employee's regular shift or is otherwise required to be treated as hours worked under the Fair Labor Standards Act (FLSA).

#### ARTICLE 23. REQUIRED PHYSICAL EXAMINATIONS

When a physical examination is required for any reason related to the performance of an Employee's duties, the examination shall be provided by a medical doctor designated by the County at the County's expense. The examination shall be performed during the Employee's regular work hours without any deduction in pay.

**ARTICLE 24. PERS BENEFITS**

Retirement Tier 1 – Safety Members hired before January 2, 2007, shall receive the 3% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay the entire nine percent (9%) of the CalPERS Employee contribution on a pre-tax basis.

Retirement Tier 2 – Safety Members hired from January 2, 2007 through December 31, 2012, shall receive the 2% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay the entire nine percent (9%) of the CalPERS Employee contribution on a pre-tax basis.

Retirement Tier 3 – New Safety Members, as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay half the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

The above information is presented for ease of Employee reference. If PERS benefits differ from the above or change, the actual PERS benefits control.

**ARTICLE 25. SALARY**

A. The Salary schedule shall consist of five (5) steps. Each step shall be equivalent to five percent (5%) above the prior step. Advancement of steps shall be automatic upon the Employee's anniversary date and a satisfactory annual evaluation. No time worked while step increases have been frozen, either pursuant to a previously adopted MOU and/or any imposed terms and conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU.

B. All Employees are required to utilize direct deposit of their payroll checks.

- C. Station Captain: The Base Rate of Pay of an Employee promoted to Station Captain shall be fifteen percent (15%) above the Base Rate of Pay of the Employee at the time they are promoted.
- D. Acting Captain: Employees meeting the qualifications and requirements set forth by the EMS Chief for Acting Captain shall receive an additional five percent (5%) above their Base Rate of Pay for all hours worked as Acting Captain as assigned by the EMS Chief.
- E. Advanced EMT Certification: Full-time EMT Employees who possess an ICEMA Advanced EMT Certificate shall receive an additional five percent (5%) of their Base Rate of Pay.
- F. Paramedic Training Officer: An Employee selected and designated by the EMS Chief as a Paramedic Training Officer shall be paid a rate ten percent (10%) above the Paramedic II Base Rate of Pay.
- G. There shall be equity adjustments or cost of living adjustments (COLAs) during the term of this MOU as follows:
  - Effective January 1, 2019, all Employees shall receive a two percent (2%) increase in their Base Rate of Pay.
  - Effective January 1, 2020, all Employees shall receive a two percent (2%) increase in their Base Rate of Pay.
  - Effective January 1, 2021, all Employees shall receive a two percent (2%) increase in their Base Rate of Pay.

ARTICLE 26. HOLIDAY PAY

- A. In lieu of receiving holidays off, Employees shall receive holiday in lieu pay in the amount of eight percent (8%) of their Base Rate of Pay.
- B. Holidays have been eliminated from the work schedule, save and except one personal holiday (24 hours) which will be paid. Any overtime work which falls on regular days off which is coincidentally a calendar holiday, shall be paid at the overtime rate.

ARTICLE 27. EDUCATION INCENTIVE

- A. Educational Incentive Program The intent of this program is to allow Employees to seek continuing education which may or may not be job specific. This program shall not be available or utilized to fund an Employee's license/certification expenses; said expenses are addressed exclusively through Article 22 (Licensing). Specifically, Employees who wish to enroll in continuing education courses shall be reimbursed by the County for allowable expenses related to the course in an amount not to exceed \$700.00 per calendar year. Allowable expenses shall be actually incurred, shall include

tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:

1. Courses must be taken at or by correspondence from a certified training institute, or an accredited institution if comparable courses are not offered in local schools, or if the work assignment of the individual is such that it does not permit regular classroom attendance.
  2. Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the County Administrative Officer.
  3. Approval of the educational incentive program shall be at the written discretion of the EMS Chief. Such approval shall be obtained by the Employee prior to enrollment. A copy of the written approval shall be filed by the EMS Chief with the Auditor's Office.
  4. Required course material and textbooks may be retained by the Employee upon satisfactory completion of the course.
  5. Reimbursement shall be made to the Employee within fifteen (15) calendar days after presentation to the Auditor's Office of appropriate receipts and proof of completion of the course and a minimum grade of "C" or its equivalent.
- B. Instructor Stipend Any Employee who is selected by the EMS Chief to teach a training course, while not on a regularly scheduled shift, as part of their job duties shall receive an instructor stipend of seventy-five (\$75), plus overtime at the FLSA rate for all overtime hours worked.

#### ARTICLE 28. CALL-BACKS, PARTIAL SHIFTS, VACANT SHIFTS, AND FORCE-HIRES

- A. Call Backs An Employee called in to work at any time other than scheduled working hours shall be paid for a minimum of two (2) hours. Should the duration of the call-back exceed two (2) hours, the Employee shall receive credit for the actual time worked. The provisions of this article shall not apply to extended shifts for actual time worked.
- B. Partial and Vacant Shifts Partial and vacant shifts shall be assigned in accordance with the "Shift Trades" standard operating procedure developed by the EMS Chief, dated November 2018. If the EMS Chief determines that the November 2018, SOP should be amended in a manner which causes the proposed amendment to fall within the meet and confer requirements of the Myers-Milias-Brown Act, the County will meet and confer with the Association regarding the proposed amendment.
- C. Force-Hires Notwithstanding any provision to the contrary, any Employee directed to work on a scheduled day off and any Employee required to continue working a shift or part of a shift immediately after working the previous shift, shall be paid at the one and one-half overtime rate.

ARTICLE 29. COMPENSATORY TIME

Employees may not accumulate compensatory time. For any compensatory time an Employee earned prior to this MOU, said compensatory time shall be utilized by the Employee as provided for by the FLSA, and otherwise may be purchased by the County in forty (40) hour increments on December 31<sup>st</sup> of each year following implementation of this MOU.

ARTICLE 30. STATION ASSIGNMENTS

County shall have the management right to determine and adjust station assignments at any time, in its sole discretion and notwithstanding any provision of this Article or any past practice to the contrary. Any such change in an Employee's station assignment does not constitute disciplinary action and may not be appealed. In no event shall a change in an Employee's station assignment, whether temporary or permanent, entitle the Employee to compensation for any additional miles driven or time spent commuting to the new station. Notwithstanding the foregoing, County recognizes that Employees have an interest in station placements. In instances where County finds that it does not have a management need to exercise its right to determine and adjust station assignments, the County shall allow any open station assignment to be filled by the seniority bid process. Only Employees with an overall "competent" or "meets standards" evaluation as measured by the last annual performance evaluation will be guaranteed a seniority bid. Upon request, County shall consult with Association prior to any management decision related to station assignments; County shall not make such decisions arbitrarily or capriciously.

ARTICLE 31. LABOR CODE 4850

The County agrees to continue treating Paramedics and EMTs as if they are eligible for benefits under Section 4850.

ARTICLE 32. PROBATIONARY PERIOD

The probationary period for Employees and other County Employees is currently governed by Mono County Personnel System Section 180. Notwithstanding the foregoing or any contrary provision of the Mono County Code or the County's Personnel Policies and Procedures, any probationary Employee in the job classification currently known as Paramedic-I who is otherwise deemed qualified by the County to be promoted to the classification of Paramedic-II shall not be rendered ineligible for such a promotion solely because of his or her probationary status nor shall such a promotion (if any) affect the duration of the initial probationary period. This paragraph shall not be construed as entitling any Employee to a promotion and the County reserves its management rights to determine the fitness, eligibility, and qualification of any individual to be



promoted.

ARTICLE 33. MISCELLANEOUS PROVISIONS

- A. Entire Agreement This MOU contains all the covenants, stipulations and provisions agreed by the parties. All items relating to wages, hours and other terms and conditions of employment not covered by the MOU shall remain the same for the term of this MOU. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the MOU, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained for prior to the execution of the MOU. There shall be no changes to the Personnel Rules which affect negotiable wages, hours, terms or conditions of employment without compliance with the Myers-Milias Brown Act’s meet-and-confer requirements. This MOU shall remain in full force and effect until a new MOU is ratified or the County imposes its last, best and final proposal.
- B. Personnel Rules (Personnel System) and SOPs The Parties have met and conferred on amendments to the Personnel Rules which are adopted contemporaneously with this MOU and the standard operating procedures (SOPs) referenced herein.

ARTICLE 34. NON-SEVERABILITY

Should any section, clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause, or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect. Upon such invalidation, the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal or an unfair labor practice.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding.

For the County of Mono

For the Mono County PFRA

\_\_\_\_\_  
Leslie Chapman  
County Administrative Officer

\_\_\_\_\_  
Robb McCandlish  
Managing Labor Consultant,  
Mastagni Holstedt

Dave Butters  
Human Resources Director

Kevin Smith  
President, Mono County PFRA

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Stacey Simon  
County Counsel

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Alex Johnson  
Vice President, Mono County PFRA

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Janet Dutcher  
Director of Finance

## Paramedic Fire Rescue Association Matrix - 2019

Position Title	Grade	Pay Rate	Steps				
			A	B	C	D	E
Emergency Medical Technician	40	Annual	36,326	38,142	40,049	42,052	44,155
		Hourly	12.4746	13.0983	13.7532	14.4409	15.1630
		Regular Overtime	5,189.43	5,448.91	5,721.35	6,007.42	6,307.79
Paramedic I	50	Annual	46,514	48,840	51,282	53,846	56,538
		Hourly	15.9732	16.7719	17.6105	18.4910	19.4155
		Regular Overtime	6,644.85	6,977.09	7,325.95	7,692.25	8,076.86
Paramedic II	54	Annual	51,326	53,892	56,587	59,416	62,387
		Hourly	17.6256	18.5069	19.4322	20.4038	21.4240
		Regular Overtime	7,332.25	7,698.86	8,083.81	8,488.00	8,912.40
Training Officer	56	Annual	56,458	59,281	62,245	65,358	68,625
		Hourly	19.3882	20.3576	21.3754	22.4442	23.5664
		Regular Overtime	8,065.47	8,468.75	8,892.19	9,336.79	9,803.63
Station Captain	58	Annual	59,019	61,970	65,068	68,321	71,738
		Hourly	20.2674	21.2808	22.3448	23.4620	24.6352
		Regular Overtime	8,431.24	8,852.80	9,295.44	9,760.21	10,248.22

### Regular Overtime

16 hours per week, calculated as an annual amount and paid in equal amounts over 26 Bi-weekly periods using the following formula:

$$(\text{Hourly rate} \times .50) \times 832$$

## Paramedic Fire Rescue Association Matrix - 2020

Position Title	Grade	Pay Rate	Steps				
			A	B	C	D	E
Emergency Medical Technician	40	Annual	37,053	38,905	40,850	42,893	45,038
		Hourly	12.7241	13.3603	14.0283	14.7297	15.4662
		Annual Regular OT	5,293.22	5,557.88	5,835.77	6,127.56	6,433.94
Paramedic I	50	Annual	47,444	49,816	52,307	54,923	57,669
		Hourly	16.2927	17.1073	17.9627	18.8608	19.8039
		Annual Regular OT	6,777.75	7,116.64	7,472.47	7,846.10	8,238.40
Paramedic II	54	Annual	52,353	54,970	57,719	60,605	63,635
		Hourly	17.9782	18.8771	19.8210	20.8120	21.8526
		Annual Regular OT	7,478.93	7,852.88	8,245.52	8,657.80	9,090.69
Training Officer	56	Annual	57,588	60,467	63,491	66,665	69,998
		Hourly	19.7760	20.7648	21.8031	22.8932	24.0379
		Annual Regular OT	8,226.82	8,638.17	9,070.07	9,523.58	9,999.76
Station Captain	58	Annual	60,199	63,209	66,370	69,688	73,173
		Hourly	20.6729	21.7065	22.7918	23.9314	25.1280
		Annual Regular OT	8,599.91	9,029.91	9,481.40	9,955.47	10,453.25

### Regular Overtime

16 hours per week, calculated as an annual amount and paid in equal amounts over 26 Bi-weekly periods using the following formula:

$$(\text{Hourly rate} \times .50) \times 832$$

## Paramedic Fire Rescue Association Matrix - 2021

Position Title	Grade	Pay Rate	Steps				
			A	B	C	D	E
Emergency Medical Technician	40	Annual	37,794	39,684	41,668	43,751	45,939
		Hourly	12.9787	13.6277	14.3090	15.0245	15.7757
		Annual Regular OT	5,399.15	5,669.11	5,952.56	6,250.19	6,562.70
Paramedic I	50	Annual	48,393	50,813	53,353	56,021	58,822
		Hourly	16.6184	17.4494	18.3218	19.2379	20.1998
		Annual Regular OT	6,913.27	7,258.93	7,621.88	8,002.97	8,403.12
Paramedic II	54	Annual	53,400	56,070	58,874	61,817	64,908
		Hourly	18.3379	19.2548	20.2176	21.2284	22.2899
		Annual Regular OT	7,628.58	8,010.01	8,410.51	8,831.03	9,272.59
Training Officer	56	Annual	58,740	61,677	64,761	67,999	71,399
		Hourly	20.1717	21.1803	22.2393	23.3513	24.5189
		Annual Regular OT	8,391.44	8,811.01	9,251.56	9,714.14	10,199.85
Station Captain	58	Annual	61,403	64,473	67,697	71,082	74,636
		Hourly	21.0862	22.1405	23.2475	24.4099	25.6304
		Annual Regular OT	8,771.85	9,210.45	9,670.97	10,154.52	10,662.24

### Regular Overtime

16 hours per week, calculated as an annual amount and paid in equal amounts over 26 Bi-weekly periods using the following formula:

$$(\text{Hourly rate} \times .50) \times 832$$



R19-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AMENDING MONO COUNTY PARAMEDIC FIRE RESCUE ASSOCIATION  
PERSONNEL SYSTEM SECTIONS 290, 300 AND 330(C)**

**WHEREAS**, Section 290 of the Mono County Paramedic Fire Rescue Association Personnel System, "Leave of Absence Due to Death in Family" ("Section 290") contains language allowing County paramedics and emergency medical technicians to take leave with pay in the event of the death in the family; and

**WHEREAS**, Section 300 of the Mono County Paramedic Fire Rescue Association Personnel System, "Critical Illness in Family" ("Section 300") contains language allowing County paramedics and emergency medical technicians to take leave with pay in the event of a critical illness in the family; and

**WHEREAS**, the language of Section 290 and Section 300 currently provides for bereavement and critical illness leave in the time unit of "working days" per calendar year; and

**WHEREAS**, unlike most other County employees, County paramedics and emergency medical technicians are on duty for twenty-four hour shifts, not "working days"; and

**WHEREAS**, the Board of Supervisors wishes to amend Sections 290 and 300 to provide County paramedics and emergency medical technicians with two twenty-four hour shifts of bereavement leave per calendar year, and two twenty-four hour shifts of critical illness leave per calendar year; and

**WHEREAS**, Section 330(C) of the Mono County Paramedic Fire Rescue Association Personnel System, "Miscellaneous Leave" ("Section 330(C)") contains language addressing instances when County paramedics and emergency medical technicians respond to an incident as a volunteer firefighter or search and rescue team member; and

**WHEREAS**, California Labor Code Section 230.3 and 230.4 specify how employers, including Mono County, are legally required to accommodate the schedules of employees to allow them to serve as volunteer firefighters; and

**WHEREAS**, the current language of Section 330 (C) has caused confusion regarding employees who serve as volunteer firefighters and search and rescue team members; and

**WHEREAS**, the Board of Supervisors wishes to amend Section 330 (C) to align the County's obligations to employees who serve as volunteer firefighters and search and rescue team members with the requirements in Labor Code Sections 230.3 and 230.4, eliminate

1 confusion caused by the current language of Section 330(C), and align Section 330(C) with the  
2 Emergency Medical Services Standard Operating Procedures for Emergency Leave; and

3 **WHEREAS**, representatives of the County and the Paramedic Fire Rescue Association  
4 bargaining unit have met and conferred and reached mutually agreeable terms for amendment to  
5 Sections 290, 300 and 330(C); and

6 **WHEREAS**, the Board of Supervisors has reviewed the proposed amendments to  
7 Sections 290, 300 and 330(C) appearing in the Exhibits to this Resolution.

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

9 **SECTION ONE:** Mono County Paramedic Fire Rescue Association Personnel System  
10 Section 290 is hereby amended in its entirety to read as set forth in Exhibit A attached hereto and  
11 incorporated herein by this reference; and

12 **SECTION TWO:** Mono County Paramedic Fire Rescue Association Personnel System  
13 Section 300 is hereby amended in its entirety to read as set forth in Exhibit B attached hereto and  
14 incorporated herein by this reference; and

15 **SECTION THREE:** Mono County Paramedic Fire Rescue Association Personnel  
16 System Section 330 (C) is hereby amended in its entirety to read as set forth in Exhibit C  
17 attached hereto and incorporated herein by this reference.

18 **SECTION FOUR:** Mono County Paramedic Fire Rescue Association Personnel System  
19 Sections 290, 300 and 330 (C) as hereby amended shall entirely supersede and replace any  
20 existing standard operating procedures or rules inconsistent therewith.

21 **PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019, by the  
22 following vote, to wit:

23 **AYES:**

24 **NOES:**

25 **ABSENT:**

26 **ABSTAIN:**

27 \_\_\_\_\_  
28 John Peters, Chair  
29 Mono County Board of Supervisors

30 **ATTEST:**

31 **APPROVED AS TO FORM:**

32 \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel

# Exhibit A



## MONO COUNTY PERSONNEL SYSTEM PARAMEDIC FIRE RESCUE ASSOCIATION

### 290 Leave of Absence Due to Death in Family

- A. When any employee or officer is absent from duty by reason of the death of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than two twenty-four hour shifts per calendar year, regardless of the number of triggering events.
- B. Eligible Employees. All employees except emergency, seasonal and temporary employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.
- C. Documentation of Death. The County may require documentation of death within thirty (30) days after the employee or officer returns to work.

## Exhibit B

## MONO COUNTY PERSONNEL SYSTEM PARAMEDIC FIRE RESCUE ASSOCIATION

### 300 Leave of Absence Due to Critical Illness in Family

- A. When any employee or officer is absent from duty by reason of the critical illness of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than two twenty-four hour shifts per calendar year, regardless of the number of triggering events. For purposes of this provision, "critical illness" means a "serious health condition" as defined in Section 280(B)(7) but excluding any normal pregnancy (one without medical complications).
- B. Eligible Employees. All employees except emergency, seasonal and temporary employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.
- C. Documentation of Critical Illness. The County may require documentation of the critical illness within thirty (30) days after the employee or officer returns to work.

# Exhibit C

## **MONO COUNTY PERSONNEL SYSTEM PARAMEDIC FIRE RESCUE ASSOCIATION**

### **330 Miscellaneous Leave (Subdivision C)**

C. Employees shall use accrued vacation leave to perform search and rescue or volunteer fire fighting services in accordance with the Emergency Leave Policy established by the EMS Chief. Employees are not covered by Workers' Compensation with Mono County while performing search and rescue or volunteer firefighting services. The County shall comply with Labor Code sections 230.3 and 230.4.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 19, 2019

**Departments: 350 MONO Climate Action, Mono Basin Historical Society, Electric Auto Association of California, Adopt a Charger**

**TIME REQUIRED**    20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Janet Carle, Lynn Boulton, Don Condon

**SUBJECT**            Hess Park Electric Vehicle Car  
Charger Demonstration Project at the  
Pioneer Solar Pavilion in Lee Vining

**AGENDA DESCRIPTION:**

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

Seeking approval for installation of a Level 2 electric vehicle car charger at Hess Park in Lee Vining, powered by the Pioneer Solar Pavilion.

**RECOMMENDED ACTION:**

Support the installation of a electric vehicle car charger at the Solar Pavilion in Hess Park as a 2-year demonstration project at no cost to the County.

**FISCAL IMPACT:**

If Board direction includes installation of the donated Electric Vehicle charger, there is fiscal impact from use of Public Works staff and equipment.

**CONTACT NAME:** Janet Carle

**PHONE/EMAIL:** / jcarle@qnet.com

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Community Report</a>
<a href="#">Picture 1</a>
<a href="#">Picture 2</a>
<a href="#">Picture 3</a>
<a href="#">Picture 4</a>

[D Adopt a Charger Letter](#)

[D Electric Auto Association Letter](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/13/2019 7:37 PM	County Administrative Office	Yes
3/13/2019 3:06 PM	County Counsel	Yes
3/14/2019 9:45 AM	Finance	Yes

**RE: MARCH 19 Board of Supervisors Agenda**

TO: Mono County Board of Supervisors

**SUBJECT: Hess Park Electric Vehicle Car Charger Demonstration Project at the Pioneer Solar Pavilion in Lee Vining**

**Sponsoring Supervisor : BOB GARDNER, District 3**

PROPOSERS: 350 Mono Climate Action, Mono Basin Historical Society, Electric Auto Association of California, *Adopt a Charger*

**RECOMMENDED ACTION: Support the installation of a electric vehicle car charger at the Solar Pavilion in Hess Park as a 2 year demonstration project at no cost to the County.**

**FISCAL IMPACT: None**

DISCUSSION: The **Pioneer Solar Pavilion**, constructed last summer in Hess Park with volunteer labor and hundreds of donations , has been wired for an **electric vehicle car charger at the curb**. This has been part of the overall vision of the Pavilion, to use some of the solar energy generated to provide a car charger. This Level 2 basic charger provides about 20 miles travel per hour of charging, and can be used by all electric vehicles as well as Teslas (with an adapter). The anticipation is that motorists will use it to "top off" their batteries, enabling them to get to Mammoth Lakes or Gardnerville, the closest places they can find more chargers. This would be the first EV charger in Mono County that is not located at a business. Chargers are located throughout the state on public land, including at many State Park units.

**A generous donor, facilitated by the Adopt a Charger program, has offered a Clipper Creek charger with 2 portals (valued at \$1500) and \$1500 toward the cost of electricity.** Doing this installation as a 2 year demonstration project will allow Mono County to further your stated goals of encouraging electric vehicle use and reducing greenhouse gas emissions, as



stated in the *Resource Efficiency Plan* of 2014 and in the new *Alternative Vehicle Fueling Station Policy* being worked on by the Planning Dept. A meter will provide valuable data on usage, timing, and electric costs. Any electricity costs that exceed the solar panel generation will be covered by the donation money, which should cover at least 3 years of usage. Projection is that the solar panels will provide up to 3 hrs/day charging in winter and 6 - 8 hours per day in spring through fall. **THIS WILL NOT COST THE COUNTY ANYTHING.** The Mono Basin RPAC and Local Transportation Commission have both heard presentations on this project and offered their support. As per the request of the Mono Basin RPAC, a donation box will be installed so users can contribute to the cost of electricity. A sign thanking the donor and orienting visitors to Lee Vining is also planned.

**This car charger will be evaluated after 2 years. If the cost is unsustainable through donations and solar generation, or if businesses in Lee Vining install car chargers to meet demand, this charger can be easily removed.**

The proposed location is directly north of the handicapped spaces at Hess Park. The cords are long enough that users can access from the handicapped space or either of the painted EV spaces. ( see photos of charger and proposed location).

The proponents have met with Public Works staff, and the installation is fairly easy. The conduit is there, and the electric panel is ready to accept the wiring. **County help will be needed for trenching, cutting the sidewalk, and supervising the installation. Pavilion donations on hand will pay for the wire, concrete, usage meter, donor sign, electrician and whatever else is needed for the installation.**

**With the summer travel season fast approaching , the hope is that the installation can happen in May.** The EV community is eagerly awaiting the chance to charge their cars in Lee Vining, facilitating trips to the Eastern Sierra. California has a goal of having 5 million EVs on the road by 2030.

Questions that have come up in discussions with Public Works staff:

**1) Does the County want to be in the business of providing EV chargers, which could compete with the private sector?**

The draft County *Alternative Vehicle Fueling Station Policy* states on pg. 16

Action A.3: *Install electric vehicle charging stations at County-owned sites including parks, libraries and community centers. (Lee Vining is a high priority location, being the gateway to Yosemite and Mono Lake).* Pg. 16

The Resource Efficiency Plan of 2014 states in Policy C1Aiv, Action B: *Consider installation of electric vehicle charging stations at public facilities for community use.*

This demonstration project would highlight the County's goals of moving toward a renewable energy future, and possibly kickstart more businesses installing EV chargers in the area. Mono County has been a leader in solar installations, bio-fuels, and teleconferencing. Our largest carbon footprint is the transportation sector. The County will benefit from its staff having the ability to charge future County-owned electric cars at a central location.

**2) The County can't subsidize the charging of personal electric vehicles.**

There is donated money to cover multi-year cost of the electricity of this project. The \$1500 donation should cover at least 3 years of use without the solar panel generation. A meter will be installed to determine specific usage of the car charger and the County will be reimbursed. The anticipation is that solar generation at the Pavilion and continued donations will cover long-term use. After 2 years, the situation will be analyzed. If costs are prohibitive, the car charger can be easily removed.

*Note: The State of California is subsidizing the charging of personal electric vehicles with free chargers located in many State Parks. Other Counties are also offering free chargers in their parks. The California Energy Commission & SCE are actively encouraging EV chargers. Electric vehicles help everyone by reducing greenhouse gas emissions and air pollution.*

**3) Does the County want to use a public park as an EV charging station?**

See the answer to question #1: County documents support this idea.

This demonstration car charger is made possible by the Solar Pavilion project, with existing conduit and electric capability (the hard part). It is an opportunity to showcase Mono County's stated commitment to reducing greenhouse gas emissions and developing an EV network in the County.





- POWER
- CHARGING
- POWER FAULT
- CHARGING FAULT

CLIPPERCREEK  
ELECTRIC VEHICLE  
CHARGE STATION  
HIGH POWER





← Lifeguard Tower  
← Siren Cafe  
→ Restrooms 100 yds

EV PARKING ONLY  
ACCESSIBLE PARKING ONLY BETWEEN SIGNS

EV CHARGING ONLY  
FOUR HOUR LIMIT

DREAM  
MOTORCYCLE

EV ONLY







PIONEER SQUARE  
PAVILION



# Adopt a Charger

Adopt-a-Charger (AAC) is a nonprofit organization founded in March 2011 to accelerate the wide spread adoption of plug in electric vehicles by broadening the charging infrastructure. Our unique approach matches a sponsor with a host site located at a popular public destination: parks, colleges, museums, beaches and the like. By "adopting" a location, the sponsor agrees to pay for all equipment, installation, maintenance, electrical usage, and administration fees for three years. This allows us to offer fee free EV charging to users.

For our first major initiative, we collaborated with the National Park Conservation Association to install Electric Vehicle Service Equipment (EVSE) at Crissy Field in the Golden Gate National Recreation Area. This project is tied to a wind turbine demonstration project and a solar array. This location has (2) Level 2 240 volt chargers.



Adopt a Charger teamed up with Nissan North America to provide charging at the Los Angeles County Museum of Art and at the Music Concourse Garage in Golden Gate Park, which serves the deYoung Museum and the California

Academy of Science. Los Angeles and San Francisco are currently the two biggest EV markets and Nissan wanted to offer charging at places LEAF owners like to visit.

Following is a link to a video documenting these projects

<http://www.youtube.com/watch?v=HKsTA-5jAW0&feature=youtu.be>



Following is a link to the "Inside CSULB" article about the project:

<http://www.csulb.edu/misc/inside/?p=32065>

Family and friends started the Doug Korthof Memorial Fund to install and maintain charging locations, and promote the widespread adoption of electric vehicles by broadening the infrastructure. Cal Poly Pomona, the second location to receive EV chargers was dedicated to honor William Korthof, who died suddenly in a motor cycle accident in 2014. They currently have (50) EV chargers which are in constant use 8-12 hours per day 5 days a week. The average cost of electricity per charger at this location is \$500/year.

Lisa Rosen, Doug Korthof's widow, is making a donation to Adopt a Charger to support the Lee Vining EV charging project. The sponsorship package includes EV charging equipment, a dual head Clipper Creek pedestal charger that includes (2) 240 volt EV charging stations that power share a 40 amp breaker. If one car is plugged in it will receive the full 32 amps of power, and if 2 cars plug in they will both receive 16 amps of power. The MSRP of this equipment is \$2,377. Ms. Rosen has also agreed to provide \$1,500 towards the electrical usage of the chargers. Based on other Adopt a Charger installations, we anticipate this covering at least 3 years of usage not including the solar offset.

Please let me know if you have any questions regarding the donation.

Sincerely,

Kitty Adams

Executive Director

Adopt a Charger, Inc.

(310)766-7160

[kitty.adams@adoptacharger.org](mailto:kitty.adams@adoptacharger.org)



# *Electric Auto Association*



*3401 Adams Avenue, Suite A160, San Diego, CA 92116*

Mono County Board of Supervisors

PO Box 715

Bridgeport, CA 93517

RE: Support for EVCS at Hess Park

Honorable Supervisors:

We are writing to support the installation of a free Electric Vehicle Charge Station in Hess Park.

We expect to gather much useful information by tracking the usage of this Charge Station.

We have already heard from many EV drivers that there are not enough charge stations in the Eastern Sierra. Only Tesla vehicles can make it to most locations in this region so we have been working to expand charging facilities in the Eastern Sierra.

We all know that electrification of our transportation system will be necessary to reduce the substantial greenhouse gas contribution made by the transportation sector. California has a goal of putting 5 million EV's on the road by 2030. We are well on the way with over half a million EV's on the road in California today. With the Caltrans ZEV30-30 program bringing quick charging stations to Inyo County starting this summer, more EV owners will be coming to the Eastern Sierra soon. It would help our economy if there were places where they could charge their vehicles in Mono County. Lee Vining is an important location being at the turn-off to Highway 120. There will be many tourists driving EV's to Lee Vining soon. The Hess Park Charge Station will be a shining example of what is possible.

Many other hotels, restaurants and retail businesses across the country have found that when there is public charging available, EV owners arrive. They stay longer and they spend their money with the area businesses. This charger sets an example for Eastern Sierra businesses to see the results. Experience shows that businesses will then join in by adding charging options to their own establishments.

We wholeheartedly support the charger in Hess Park. We ask the Board of Supervisors to approve the motion set before it, as a positive step in creating infrastructure for cleaner fueled vehicles in the Eastern Sierra.

Sincerely,

Raejean Fellows

President, Electric Auto Association

Donald Condon

President, Eastern Sierra Electric Auto Association



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 19, 2019

**Departments: Community Development - Planning**

**TIME REQUIRED** PUBLIC HEARING - 9:30 AM (20 minutes)

**PERSONS APPEARING BEFORE THE BOARD** Kelly Karl

**SUBJECT** Short-Term Rental (STR) Activity Permit 19-001/Fettes

### AGENDA DESCRIPTION:

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

Public hearing regarding Short-Term Rental (STR) Activity Permit 19-001/Fettes, an owner-occupied (Type I) short-term rental use in a detached one-bedroom accessory dwelling unit at 149 Mountain View Lane (APN 016-152-009) in June Lake, with a maximum occupancy of two persons and two vehicles.

### RECOMMENDED ACTION:

Conduct public hearing. Consider and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption 2. Approve STR Activity Permit 19-001 subject to the required findings and conditions as recommended or with desired modifications.

### FISCAL IMPACT:

The proposed project will generate an incremental increase in transient occupancy taxes.

**CONTACT NAME:** Kelly Karl

**PHONE/EMAIL:** 7609241809 / kkarl@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">staff report</a>
<input type="checkbox"/> <a href="#">Attachment 1: Site Plan</a>
<input type="checkbox"/> <a href="#">Attachment 2: Planning Commission report &amp; use permit</a>
<input type="checkbox"/> <a href="#">Attachment 3: Board Public Hearing Notices</a>

**History****Time**

3/6/2019 5:54 PM

3/14/2019 3:38 PM

3/14/2019 9:52 AM

**Who**

County Administrative Office

County Counsel

Finance

**Approval**

Yes

Yes

Yes

# Mono County Community Development Department

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

## Planning Division

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

Date: March 19, 2019  
To: **Honorable Mono County Board of Supervisors**  
From: Kelly Karl, Assistant Planner  
Re: **Short-term Rental (STR) Activity Permit 19-001/Fettes**

### RECOMMENDATION

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption.
2. Approve STR Activity Permit 19-001 subject to the findings and conditions as recommended or with desired modifications.

### FISCAL IMPACT

The proposed project will generate an incremental increase in transient occupancy taxes.

### BACKGROUND

In late 2016, the June Lake Citizens Advisory Committee (CAC) raised various concerns regarding proposed General Plan changes to short-term rental regulations and recommended that language be revised to allow short-term rentals only if consistent with applicable area plans. This language was adopted, and June Lake initiated a process to determine where short-term rentals would and would not be allowed within the community, and any additional regulations that should apply. A subcommittee was established to guide the process, which took a little over a year to complete and included over 50 hours of community meetings and 300 hours of staff time. The full compilation of workshop and policy development proceedings is 411 pages long and available at:

[https://www.monocounty.ca.gov/sites/default/files/fileattachments/june\\_lake\\_citizens\\_advisory\\_committee/page/9707/str\\_wrkshp\\_prdngs\\_as\\_of\\_02.15.18.pdf](https://www.monocounty.ca.gov/sites/default/files/fileattachments/june_lake_citizens_advisory_committee/page/9707/str_wrkshp_prdngs_as_of_02.15.18.pdf).

The result was a General Plan Amendment adopted in May 2018 that refined Chapter 25 in the Land Use Element and specifically identified the types and locations of acceptable short-term rentals in June Lake through Area Plan policies. In addition, Mono County Code Chapter 5.65 was also approved, establishing a Short-Term Rental Activity permit governing the operation of rentals and making the approval non-transferable if ownership changes. The Short-Term Rental Activity Permit is approved separately from the Use Permit by the Board of Supervisors and is also required prior to the commencement of rental activity.

A Use Permit was approved for this project by the Planning Commission on February 21, 2019.

### DISCUSSION

The proposal, STR Activity Permit 19-001/Fettes, is for an owner-occupied short-term rental located at 149 Mountain View Lane, Clark Tract, June Lake. The property is within the appropriate land use designation, Single-Family Residential (SFR), and will be the second of the eight total parcels approved for short-term rentals in the Clark Tract. Occupancy of this short-term rental shall not exceed two persons and parking is limited to two vehicles. Onsite parking shall be required for all guest vehicles and all guests must sleep within the rental unit. See Attachment 1 for the site plan.

The property is owned by the applicant Ian Fettes and this will be the only STR Activity Permit granted to Mr. Fettes. Under penalty of perjury, the applicant has agreed to comply with all requirements of Mono County Code Chapter 5.65, including section 5.65.110, "Short-term Rental (STR) standards and requirements". The property will be managed by the applicant/owner, who will be onsite during all short-term rentals.

Ian Fettes is in the process of obtaining a Mono County Business license and a Mono County Transient Occupancy Tax Certificate. The rights of this STR Activity Permit may not be exercised prior to obtaining the business license and tax certificate.

This permit is nontransferable and will terminate upon sale or transfer of the property or upon revocation of any corresponding Use Permit.



Figure 1: Project location, 149 Mountain View Lane

Following the noticed public hearing to consider the approval of an STR Activity Permit, the Board must make the following findings to issue the permit (MCC 5.65.080.C):

1. *The short-term rental, as proposed, will comply with the requirements of state law and regulations, the Mono County General Plan, the Mono County Code and this Chapter.*

In approving Use Permit 19-001/Fettes, the Planning Commission found that the project complies with the Mono County General Plan, and under penalty of perjury, the applicant has certified that the property complies with all requirements of Mono County Code Chapter 5.65. The rental unit will be equipped with interior and exterior signage notifying renters of these requirements, per MCC chapter 5.65.110.B and the owner shall maintain property insurance coverage specific to short-term rentals.

A Condition of Approval for this project shall be to improve the property's addressing. The address of the rental unit must be unobstructed at all time and clearly visible by passersby.



A Condition of Approval for this project shall be to replace outdoor lighting fixtures to be compliant with Mono County General Plan Dark Sky Regulations Chapter 23.050 "General requirements". Current outdoor lighting fixtures do not meet the required standards.



Figure 2: The property address is difficult to identify



Figure 3: Current exterior lighting fixtures

2. *The property has all necessary land use entitlements as required by the Mono County General Plan*

The project has received a Use Permit to conduct the activity on February 21, 2019. This permit is the second of eight allowable for the short-term rentals in the Clark Tract and is restricted to summer only (April 16 – October 31).

3. *The owner has demonstrated to the satisfaction of the Board the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and MCC Chapter 5.65*

The owner has demonstrated the ability to comply with Mono County General Plan. This application has received a Use Permit and complies with June Lake Area Plan Policy once the Activity Permit conditions are met. The applicant has provided all necessary materials per MCC Chapter 5.65 requirements.

4. *The Board determines that issuance of the permit is in the best interests of the community, the County and the citizens of and visitors to Mono County based on the following:*

- *Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed short-term rental;*

The results of extensive public outreach in the June Lake community concluded in the adoption of General Plan Amendment 18-01 and Mono County Code Chapter 5.65. Amended countywide issues, opportunities and constraints, and the specific June Lake Area Plan Policies, have analyzed both positive and negative impacts resulting from short-term rental. Through the County's regulatory process and limitations on the location, type, and number of permissible short-term rentals, negative impacts are mitigated to the best of the County's ability.

As part of the Use Permit approval, thirteen public comment letters and one letter from the applicant to his neighbors were received in response to the use permit public hearing notice for the Planning Commission, see Attachment #2. Eleven letters were in support of the project, one was unopposed, and one was opposed to the project. The letter unopposed to the proposed rental based this decision on a conversation the commenters had with Ian Fettes where they were given the following assurances: "the property will be unavailable to renters in the winter, renters will only be allowed to use the driveway near the bottom of Mountain View Lane; and Type I rentals are subject to occupancy tax that he will remit to the county." The concerns expressed in the letter opposing the project are as follows: "hazardous road conditions on the private road, no parking or turnaround areas, no road maintenance, no snow removal, legal risk of lawsuits due to aforementioned poor road conditions, bear intrusion issues, and neighbor discord due to strong opposition to transient rentals in this unique and quite neighborhood."

These concerns are addressed as follows:

- **Hazardous Road Conditions and No Road Maintenance:** The Short-Term Rental Activity Permit requires a description of rough road conditions as part of the rental agreement specifically for properties in the Clark Tract.
- **No Parking or Turnaround Areas:** Sufficient parking is provided.
- **No Snow Removal:** The rental is summer seasonal only from April 16 – October 31.
- **Legal Risk of Lawsuits:** The Short-Term Rental Activity Permit requires the property owner to carry adequate insurance.



- Bear Intrusion Issues: The Short-Term Rental Activity Permit requires noticing about proper trash disposal and the use of bear-proof outdoor containers.
- Neighborhood Discord: The extensive public process in June Lake appears to have resolved a significant amount of the neighborhood controversy, as evidenced by the comment letters. The concerns raised through that process and in the one comment letter in opposition have also been addressed through the requirements and regulations.

No comments have been received in response to the public hearing notice for the Short-Term Rental Activity Permit before the Board as of the drafting of this staff report.

- *Whether the property owner has demonstrated to the satisfaction of the Board the ability and capacity to manage the short-term rental in a way that minimizes articulable negative impacts on the surrounding community or adjacent properties, and be responsive to community concerns and complaints; and*

The applicant will be onsite at the Main House, located directly above the proposed rental, for all short-term rentals and will be responsible for minimizing negative impacts and responding to community concerns and complaints. The applicant demonstrated during the Use Permit process his willingness and ability to respond to community concerns and complaints by sending a personal letter to his neighbors to explain the scope of the proposed rental and why he wishes to rent his accessory dwelling unit as an owner-occupied short-term rental. The applicant actively engaged in open and candid conversations with his neighbors, which is highlighted in one comment letter that specifically stated that the commenters decision to support the proposed rental was due to a conversation they had with the applicant.

- *The potential for the short-term rental to impact other community needs and issues, such as the availability of workforce housing units.*

The project was rented on a long-term basis for two years to renters working on the Southern California Edison (SCE) dam project. The applicant addressed this past use in his personal letter to his neighbors and describes his experience renting long-term as, “not ideal as I don’t have a whole lot of control on who’s staying in the Cabin. As the guys are here for longer periods, they naturally want to entertain friends and family on occasion. That puts a strain on things, but I don’t feel that I can place too many restrictions on them – as they are longer term tenants.” The applicant cited the following reasons for his decision to switch to renting short-term and why he believes renting short-term will have the least impact on the neighborhood character of the Clark Tract:

1. Guests will be prescreened and chosen based on those who are looking to enjoy the beauty of the Eastern Sierra and the tranquility of the neighborhood.
2. The Short-Term Rental will be subject to restrictions on parking, noise, number of occupants, trash disposal, exterior lighting, etc.
  - Number of occupants will be limited to two people – no exceptions.
  - Parking will be limited to two vehicles maximum in the designated parking area in front of the proposed rental only.

- RV parking is prohibited, and no on-street parking will be allowed.
  - Noticing about proper trash disposal and wildlife-related food storage will be posted in the rental and enforced by the owner.
  - Quiet hours will occur from 10 PM to 7 AM, and outdoor amplified sounds is prohibited at all times.
3. Short-term rentals would take place during summer only (April 16 – October 31) and would eliminate traffic and safety impacts associated with renters traveling in the adverse winter road conditions of the Clark Tract.
  4. Contribute to the local economy and pay Transient Occupancy Tax.

The proposed rental will be the second of the six allowable owner-occupied short-term rentals in the Clark Tract. Additionally, due to the hazardous driving conditions in the Clark Tract during winter the proposed rental is limited to summer only.

The Board shall deny an application that meets any of the following criteria:

1. The owner has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
2. A previous STR Activity Permit issued under this Chapter involving the same owner or any person having partial ownership as described in subsection 5.65.070 (C)(1), has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
3. The owner, including any person with partial ownership as described in subsection 5.65.070(C)(1), has been determined, by an administrative hearing body or a court of competent jurisdiction, to have engaged in short term rentals in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
4. A person with an ownership interest in the property, as described in subsection 5.65.070 (C)(1), has an existing STR Activity Permit on another property within Mono County.

None of the conditions stated above appear to apply to this property or the property owner since the adoption of the regulations in May 2018. Violations referenced under #3 above must have occurred after the adoption of MCC 5.65 (May 15, 2018) to be applicable.

#### **CEQA COMPLIANCE**

##### **Project is consistent with a Class 1 California Environmental Quality Act (CEQA) exemption.**

Class 1 (15301) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Examples include but are not limited to:

- interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances,
- accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences, and

- conversion of a single-family residence to office use.

Single-family homes that are rented on a short-term basis (as an owner-occupied rental) will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full-time residents or long-term renters. In addition, short-term rentals are subject to compliance with regulations governing the management of these units stipulated in Mono County Code 5.65, which addresses aesthetics, noise, parking, utilities, and other similar issues. As a result, rental of a single-family residence is not an expansion of use, and is no more intensive or impactful than, for example, conversion of a single-family residence to office use.

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

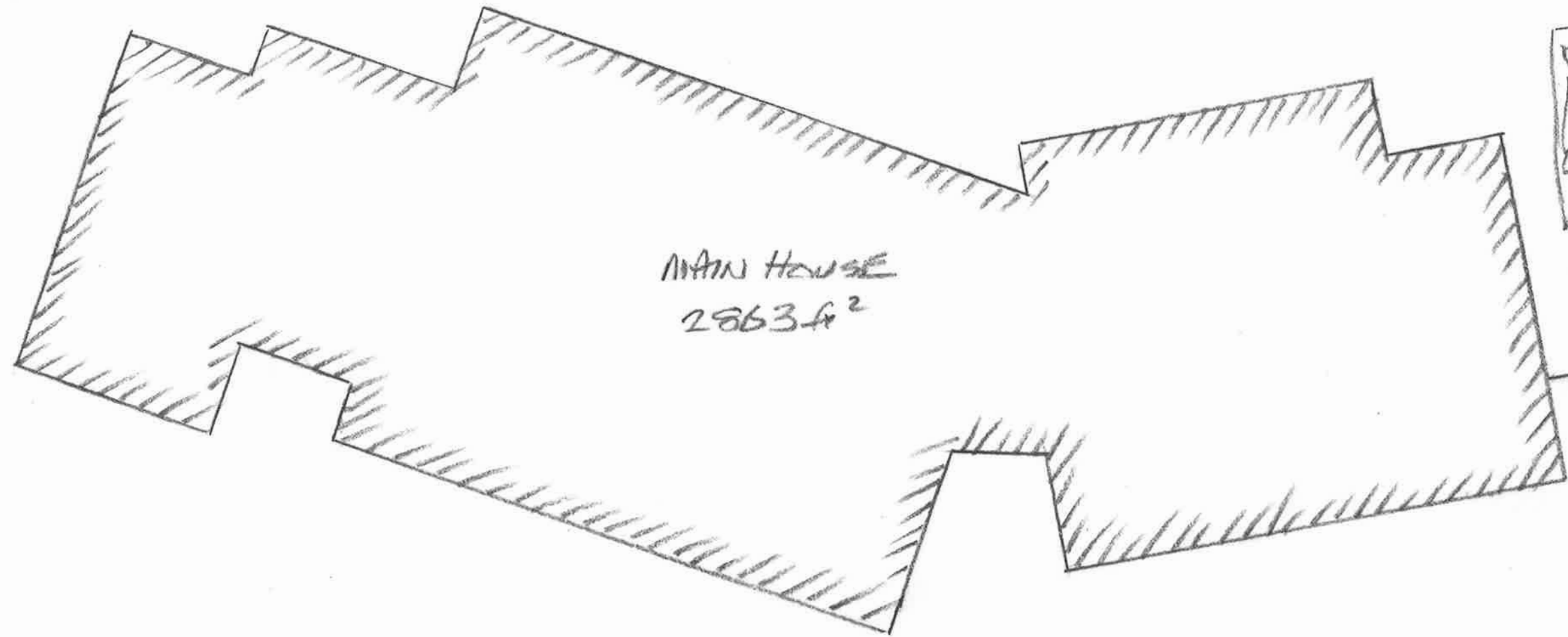
#### **ATTACHMENTS**

1. Site Plan
2. Use Permit 18-015 Planning Commission Packet
3. STR AP 19-001 Public Hearing Notice Published in The Sheet/Mammoth Times

**CONDITIONS OF APPROVAL**  
**Activity Permit 19-001/Fettes**

1. The address of the rental unit must be unobstructed at all times and clearly visible by passersby.
2. Prior to any rental activity, exterior lighting fixtures shall be replaced or retrofitted to comply with Chapter 23 – Dark Sky Regulations.
3. The project shall comply with regulations specific to the Clark Tract including a) a description of rough road conditions and b) seasonal restrictions for short-term rentals prohibiting rentals from November 1 to April 15.
4. STR Activity Permits shall be limited to one per parcel and one per person regardless of whether the ownership interest is in whole or in part. In other words, an STR Activity Permit shall not be approved if a person with an ownership interest in the property, whether in whole or in part, has an existing STR Activity Permit on another property within Mono County.
5. An STR Activity Permit does not create any property interest in the property owner, is not transferable, and automatically terminates upon the transfer or upon revocation of any corresponding Use Permit.
6. An STR Activity Permit issued under this Chapter is an annual permit and shall expire on August 31<sup>st</sup> of each year (unless renewed or revoked in accordance with this Chapter). Mono County Code Chapter 5.65.090 provides the process to follow for renewal or modifications to this permit.
7. The STR property must provide exterior and interior signage consistent with MCC 5.65.110.B.
8. The STR Activity Permit number, which shall be assigned at the time the permit is issued, shall be posted in the title of every short-term rental advertisement, whether online or in other promotional or advertising materials.
9. The rental property must comply with all requirements of the Mono County Building Division, Environmental Health Department, and Mono County Code 5.65.
10. Rental property shall comply with the Mono County General Plan and Conditional Use Permit 18-015.

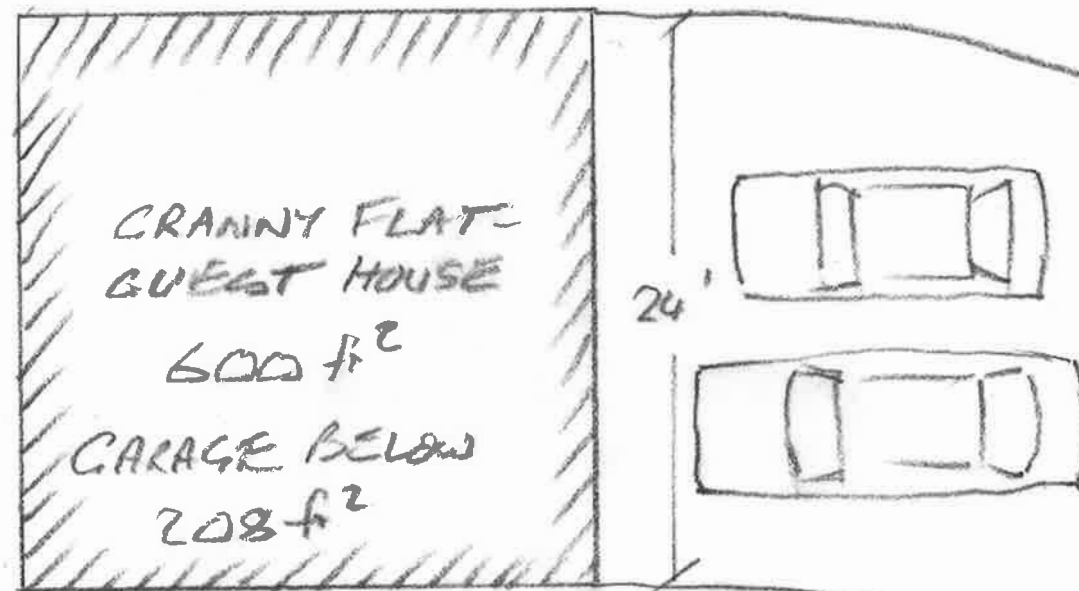
PARKING AREA FOR MAIN HOUSE



MAIN HOUSE  
2863 ft<sup>2</sup>

P/L

P/L



CRANNY FLAT  
GUEST HOUSE

600 ft<sup>2</sup>

GARAGE BELOW

208 ft<sup>2</sup>

24'

MOUNTAIN VIEW LANE

P/L



## Mono County Community Development Department

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

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

February 21, 2019

**To:** Mono County Planning Commission  
**From:** Kelly Karl, Assistant Planner  
**Subject:** Conditional Use Permit 18-015/Fettes - Short-Term Rental

### RECOMMENDED ACTION

- 1) Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption.
- 2) Make the required findings as contained in the project staff report.
- 3) Approve CUP 18-015 subject to conditions of approval.

### BACKGROUND

In late 2016, the June Lake Citizens Advisory Committee (CAC) raised various concerns regarding proposed General Plan changes to short-term rental regulations and recommended that language be revised to allow short-term rentals only if consistent with applicable area plans. This language was adopted, and June Lake initiated a process to determine where short-term rentals would and would not be allowed within the community, and any additional regulations that should apply. A subcommittee was established to guide the process, which took a little over a year to complete and included over 50 hours of community meetings and 300 hours of staff time. The full compilation of workshop and policy development proceedings is 411 pages long and available at

[https://www.monocounty.ca.gov/sites/default/files/fileattachments/june\\_lake\\_citizens\\_advisory\\_committee/page/9707/str\\_wrkshp\\_prdngs\\_as\\_of\\_02.15.18.pdf](https://www.monocounty.ca.gov/sites/default/files/fileattachments/june_lake_citizens_advisory_committee/page/9707/str_wrkshp_prdngs_as_of_02.15.18.pdf).

The result was a General Plan Amendment adopted in May 2018 that refined Chapter 25 in the Land Use Element and specifically identified the types and locations of acceptable short-term rentals in June Lake through Area Plan policies. In addition, Mono County Code Chapter 5.65 was also approved, establishing a Short-Term Rental Activity permit governing the operation of rentals and making the approval non-transferable if ownership changes. The Short-Term Rental Activity Permit is approved separately from the Use Permit by the Board of Supervisors and is also required prior to the commencement of rental activity.

### PROJECT DESCRIPTION

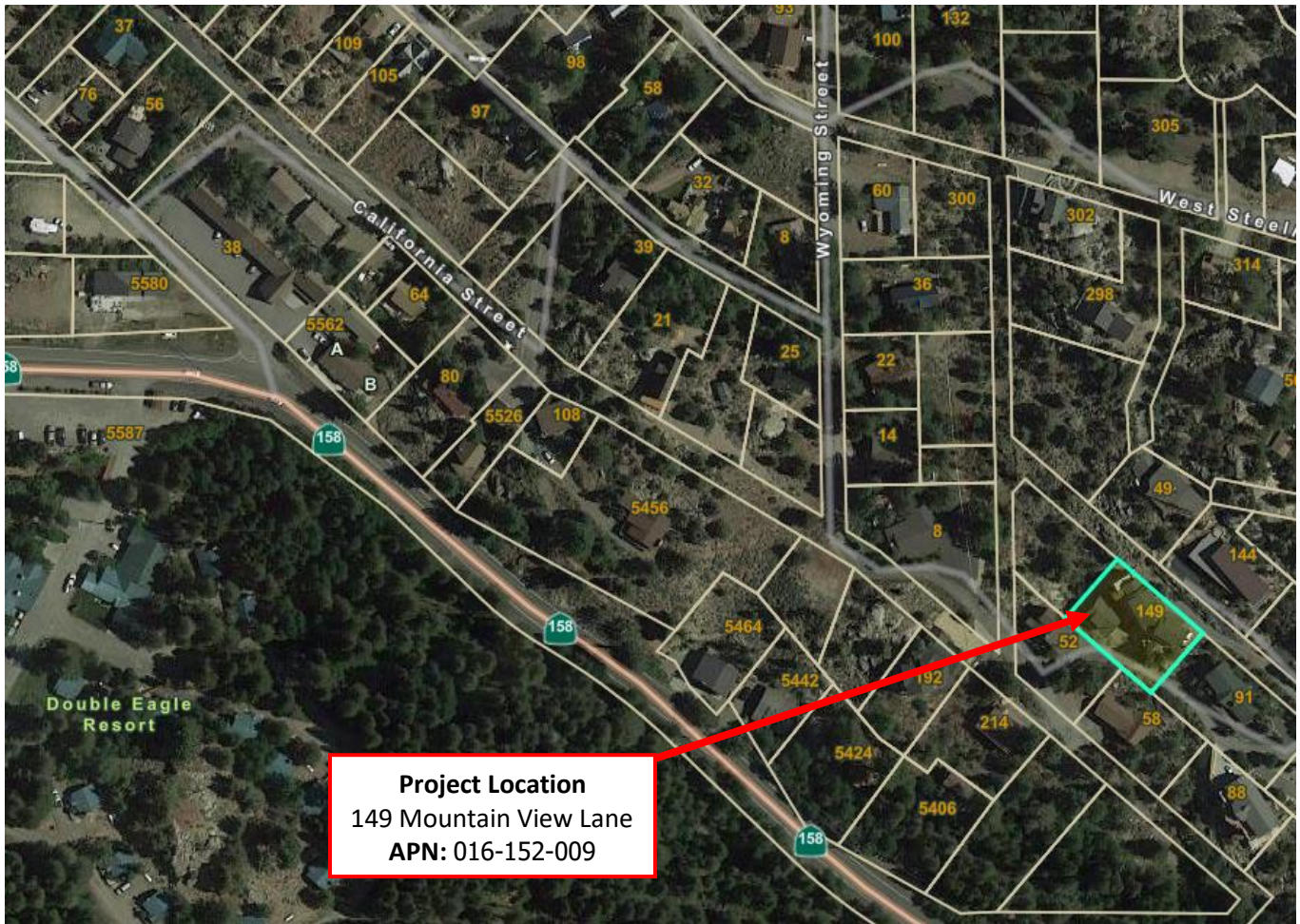
This proposal, CUP 18-015/Fettes, is located at 149 Mountain View Lane, Clark Tract, June Lake, and has a land use designation of Single-Family Residential (SFR). Most of the adjacent properties are also designated Single-Family Residential (SFR), except for a Commercial Lodging, Moderate (CL-M) parcel to the west and a Resource Management (RM) parcel owned by the Inyo National Forest to the south.

The parcel (APN 016-152-009) is approximately 10,018 square feet in size. The proposed short-term rental is an existing detached one-bedroom accessory dwelling unit of 600 square feet with one bedroom on the second floor and a two-car garage (208 square feet) on the ground floor. The deck is approximately 118 square feet. The application identifies space for two cars in a 24'x 29' uncovered paved parking area (approximately 696 square feet).

The proposal is for an owner-occupied short-term rental of a detached one-bedroom accessory dwelling seasonally from April 16 – October 31. The maximum number of occupants for the one-bedroom unit is limited to two people and two vehicles. Only a single party of individuals may occupy the rental at a time.

Short-term rental use may be permitted for any single-family unit having land use designation(s) of SFR, ER, RR, MFR-L or RMH subject to Use Permit, if consistent with applicable Area Plan policies. An additional Short-Term Rental Permit (STR) approved by the Board of Supervisors is to be obtained by the property owner. The STR Permit shall terminate upon a change of ownership and, if desired, the new property owner(s) may apply for a new STR Permit.

**SITE PLAN: CUP 18-015 / Fettes, Owner-Occupied Short-Term Rental**





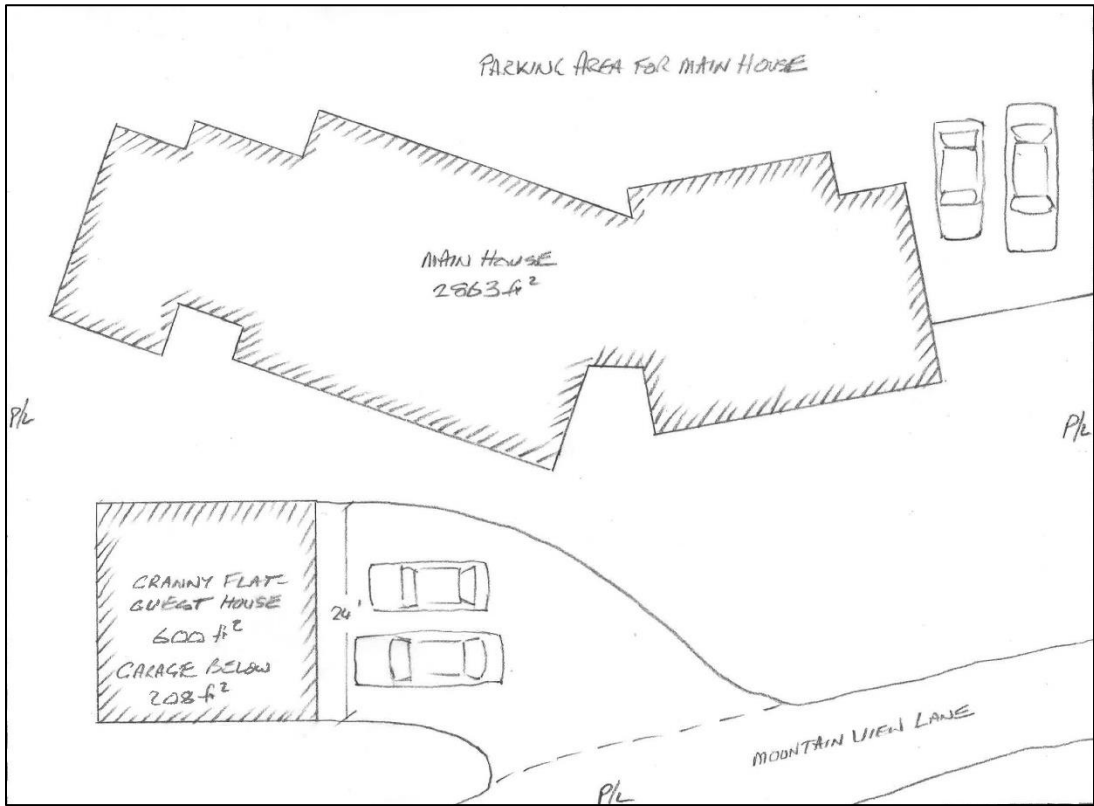


Figure 1: Applicant's parking plan

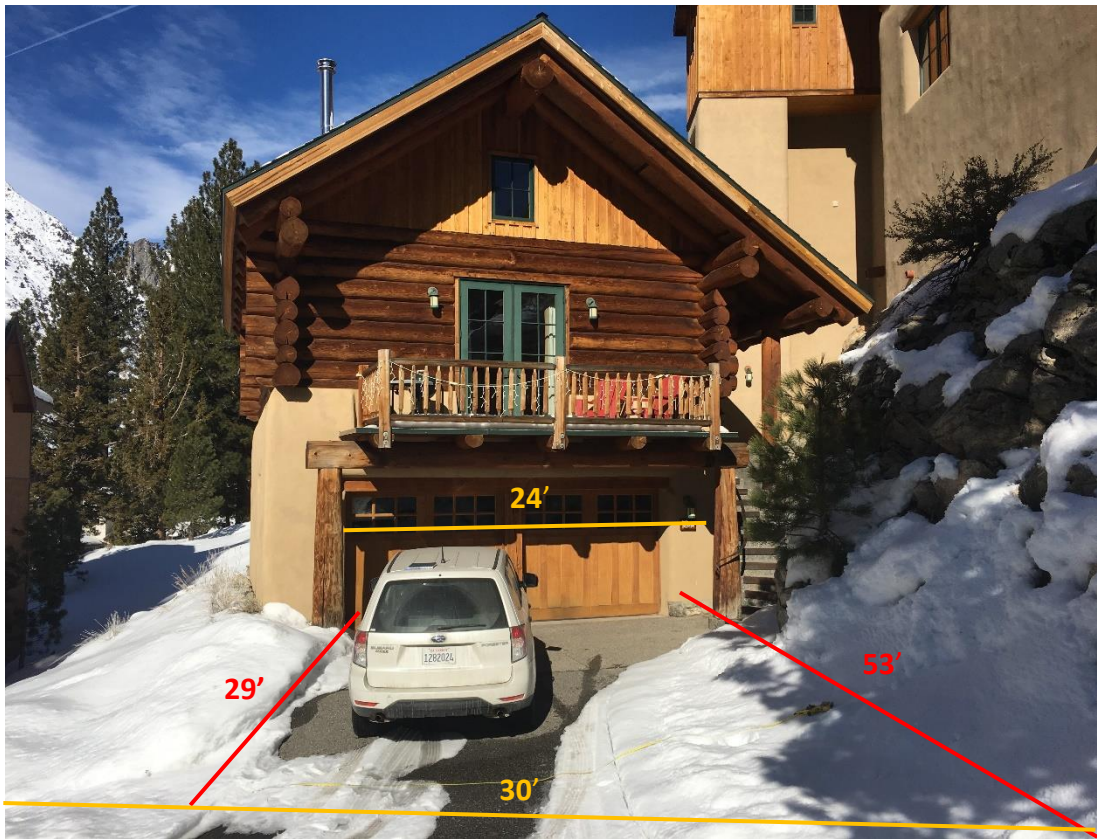


Figure 2: Detached accessory dwelling/parking area photo

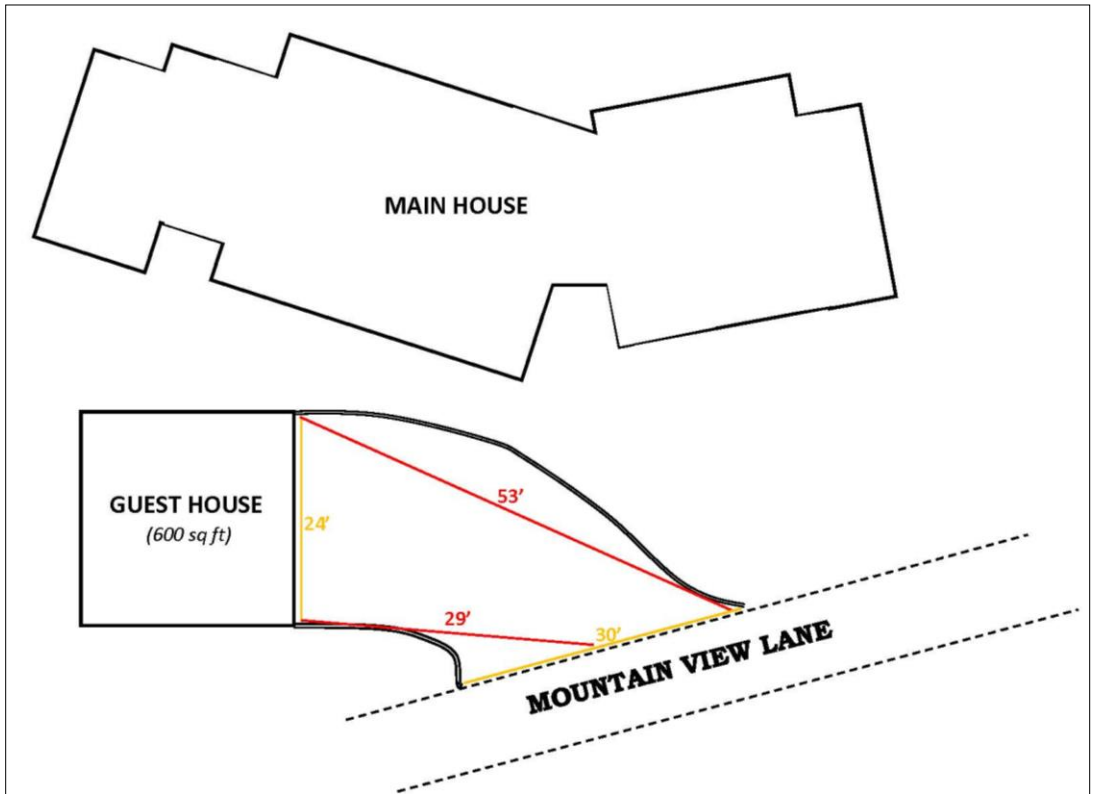


Figure 3: Detached accessory dwelling/parking area diagram



Figure 4: Accessory Dwelling Unit and parking area viewed from above

## **LAND DEVELOPMENT TECHNICAL ADVISORY COMMITTEE (LDTAC)**

The LDTAC accepted the application on November 19, 2018, and reviewed the staff report and use permit on February 4, 2019.

### **COMMENTS RECEIVED**

A notice of the project was mailed to surrounding homeowners within 500' of the property on December 27, 2018. The notice was also published in the Mammoth Times and The Sheet newspapers 30 days in advance of this public hearing. The use permit provides the public with the opportunity to comment on the proposal and comments are attached to this report.

At the time this staff report was written ten public comment letters and one letter from the applicant to his neighbors have been received. The applicant sent a personal letter out to his neighbors to explain the scope of the proposed rental and why he wishes to rent his accessory dwelling unit as an owner-occupied short-term rental. Of the ten public comment letters eight were in support of the project, one was unopposed, and one opposed the project. The letter unopposed to the proposed rental based this decision on a conversation the commenters had with Ian Fettes where they were given the following assurances: "the property will be unavailable to renters in the winter, renters will only be allowed to use the driveway near the bottom of Mountain View Lane; and Type I rentals are subject to occupancy tax that he will remit to the county." The concerns expressed in the letter opposing the project are as follows: "hazardous road conditions on the private road, no parking or turnaround areas, no road maintenance, no snow removal, legal risk of lawsuits due to aforementioned poor road conditions, bear intrusion issues, and neighbor discord due to strong opposition to transient rentals in this unique and quite neighborhood."

These concerns are addressed as follows:

- **Hazardous Road Conditions and No Road Maintenance:** The Short-Term Rental Activity Permit requires a description of rough road conditions as part of the rental agreement.
- **No Parking or Turnaround Areas:** Sufficient parking is provided.
- **No Snow Removal:** The rental is summer seasonal only from April 16 – October 31.
- **Legal Risk of Lawsuits:** The Short-Term Rental Activity Permit requires the property owner to carry adequate insurance.
- **Bear Intrusion Issues:** The Short-Term Rental Activity Permit requires noticing about proper trash disposal and the use of bear-proof outdoor containers.
- **Neighborhood Discord:** The extensive public process in June Lake appears to have resolved a significant amount of the neighborhood controversy, as evidenced by the comment letters. The concerns raised through that process and in the one comment letter in opposition have also been addressed through the requirements and regulations.

### **GENERAL PLAN CONSISTENCY**

The project is consistent with Chapter 25, Short-Term Rentals, which established a process to permit short-term rentals for single-family units that do not exhibit reasonable opposition by neighbors who may be directly affected, and when consistent with applicable Area Plan policies.

General Plan Amendment 18-01.B created new land use policies further identifying the specifics of short-term rentals in the June Lake Community.

The project is consistent with the following June Lake Area Plan Policies:

**Policy 13.M.1.** Short-term rentals are subject to Chapter 25 of the General Plan Land Use Element and Mono County Code Chapter 5.65, with the following specifications based on the context of individual neighborhoods (see General Plan map), which vary in character.



**Action 13.M.1.d.** In the Clark Tract, Type I and Type III rentals may be permitted year-round on Nevada Street/Silver Meadow subject to the discretionary permit(s) for short-term rentals and June Lake Area Plan policies. In the rest of the Clark Tract, only Type I rentals may be permitted subject to the discretionary permit(s) for short-term rentals, June Lake Area Plan policies, and the following additional requirements: summer only (April 16 through October 31), the number of approvals shall be limited to eight parcels total (3% of existing parcels) including existing Transient Rental Overlay Districts (TRODs), and Type III rentals are prohibited. See MCC Chapter 5.65 for other operational requirements specific to the Clark Tract.

One TROD has been previously permitted so, this project will be the second of the eight total parcels approved for short-term rentals in the Clark Tract.

The Commission may deny an application based on the following Countywide Land Use Element Policy amendment:

**Policy 1.L.3.** In addition to reasonable opposition by the neighborhood, short-term rental applications may be denied in neighborhoods with certain safety and/or infrastructure characteristics that are not compatible with visitor use, or where conflicts with other regulations exist.

**Action 1.L.3.a.** Short-term rental applications may be denied where one or more of the following safety or infrastructure conditions exist:

- Emergency access issues due to a single access point to/from the neighborhood (see Safety Element, Objective 5.D. and subsequent policies, and Land Use Element 04.180).
- Access to the parcel, in whole or part, includes an unimproved dirt road (e.g., surface is not paved or hardened with a treatment) and/or roads are not served by emergency vehicles.
- The majority of parcels in a neighborhood/subdivision are substandard or small (less than 7,500 square feet), potentially resulting in greater impacts to adjacent neighbors and/or changes to residential character.
- Current water or sewer service is inadequate or unable to meet Environmental Health standards.

The project is also required to comply with Mono County Code Chapter 5.65 and receive Board of Supervisor approval for the Short-Term Rental Activity permit in a public hearing. The purpose of Chapter 5.65 is to implement procedures, restrictions, and regulations related to the operation of a short-term rental. It also provides enhanced enforcement tools to address unauthorized short-term rentals countywide.

## **CEQA COMPLIANCE**

**Project is consistent with a Class 1 California Environmental Quality Act (CEQA) exemption.**

Class 1 (15301) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Examples include but are not limited to:

- interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances,
- accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences, and
- conversion of a single-family residence to office use.

Single-family homes that are rented on a short-term basis (as an owner-occupied rental) will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full-time residents or long-term renters. In addition, short-term rentals are subject to compliance with regulations governing the management of these units stipulated in Mono County Code

5.65, which addresses aesthetics, noise, parking, utilities, and other similar issues. As a result, rental of a single-family residence is not an expansion of use, and is no more intensive or impactful than, for example, conversion of a single-family residence to office use.

### **USE PERMIT FINDINGS**

In accordance with Mono County General Plan, Chapter 32, Processing - Use Permits, the Planning Commission may issue a Use Permit after making certain findings.

#### Section 32.010, Required Findings:

1. *All applicable provisions of the Mono County General Plan are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features because:*
  - a) Project provides the necessary paved parking of two spaces per unit, 10' X 20' when uncovered.
    - Lack of parking in the Clark Tract was cited as a concern in the public comment letter opposed to the project. The parking area in front of the rental property is sufficient to fulfill all the parking needs for the maximum occupancy of two vehicles and two people.
  - b) The 600 sq. ft. rental is an existing conforming structure that meets the General Plan Land Use Designation site requirements.
  - c) Project is the second of eight allowable short-term rentals in the Clark Tract and rentals are restricted to summer only (April 16 – October 31).
2. *The site for the proposed use related to streets and highways is adequate in width and type to carry the quantity and kind of traffic generated by the proposed use because:*
  - a) The proposed rental is accessed from the lower portion of Mountain View Lane, a private road. The existing main residence has a separate parking area and is accessed from the top portion of Mountain View Lane. Use of property for an owner-occupied rental is not expected to generate a significant increase in traffic.
3. *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located because:*
  - a) The proposed owner-occupied short-term rental of an existing 600-sq. ft. unit is not expected to cause significant environmental impacts; and
  - b) Project is required to comply with regulations of Mono County Code Chapter 5.65.
4. *The proposed use is consistent with the map and text of this General Plan and any applicable area plan because:*
  - a) The project is consistent with the 2019 adopted short-term rental policies and regulations set forth in Mono County General Plan Chapter 25 and June Lake Area Plan policies.
    - Lack of snow removal and hazardous road conditions in this area were cited as additional concerns in the public comment letter opposing the project. These concerns will be avoided by adhering to seasonal restrictions (summer only) for short-term rentals in the Clark Tract set forth in the June Lake Area Plan policies. No short-term rentals are allowed on this property from November 1 – April 15.

# MONO COUNTY

## Planning Division

### DRAFT NOTICE OF DECISION & USE PERMIT

**USE PERMIT:** CUP 18-015

**APPLICANTS:** Ian Fettes

**ASSESSOR PARCEL NUMBER:** 016-152-009-000

**PROJECT TITLE:** Type I Short-Term Rental / Fettes

**PROJECT LOCATION:** The project is located at 149 Mountain View Lane, June Lake

On February 21, 2019, a duly advertised and noticed public hearing was held and the necessary findings, pursuant to Chapter 32.010, Land Development Regulations, of the Mono County General Plan Land Use Element, were made by the Mono County Planning Commission. In accordance with those findings, a Notice of Decision is hereby rendered for Use Permit 18-015/Fettes, subject to the following conditions, at the conclusion of the appeal period.

#### CONDITIONS OF APPROVAL

See attached Conditions of Approval

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHELD AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

**DATE OF DECISION/USE PERMIT APPROVAL:** February 21, 2019

**EFFECTIVE DATE USE PERMIT** March 4, 2019

This Use Permit shall become null and void in the event of failure to exercise the rights of the permit within one (1) year from the date of approval unless an extension is applied for at least 60 days prior to the expiration date.

Ongoing compliance with the above conditions is mandatory. Failure to comply constitutes grounds for revocation and the institution of proceedings to enjoin the subject use.

#### MONO COUNTY PLANNING COMMISSION

**DATED:** February 21, 2019

cc: X Applicant

X Public Works

X Building

X Compliance

**CONDITIONS OF APPROVAL**  
**Use Permit 18-015 / Fettes**

- 1) Occupancy is limited to a single party of two persons and two vehicles.
- 2) The project shall comply with seasonal restrictions for short-term rentals in the Clark Tract set forth in the June Lake Area Plan policies. No short-term rentals are allowed November 1 – April 15.
- 3) All short-term rental customers must sleep within the dwelling; customers are not allowed to reside in an RV, travel-trailer, or similar mobile-living unit on the property or any neighboring property.
- 4) The project shall comply with provisions of the Mono County General Plan including Chapter 25, Short-Term Rentals.
- 5) The project shall comply with provisions of Mono County Code Chapter 5.65, Short-Term Rental Activity in Residential Land Use Designations, by obtaining the STR Activity permit, TOT certificate, and business license prior to commencing operation.
- 6) Property shall be maintained in a neat and orderly manner.
- 7) Project shall comply with applicable Environmental Health requirements.
- 8) Project shall comply with applicable requirements by other Mono County departments and divisions including, but not limited to, Public Works, Tax Collector, Sheriff's office, and Building Division.
- 9) If any of these conditions are violated, this permit and all rights hereunder may be revoked in accordance with Section 32.080 of the Mono County General Plan, Land Development Regulations.

# MONO COUNTY PLANNING COMMISSION

---

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

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

## Conditional Use Permit 18-015/Fettes February 21, 2019

### COMMENT LETTERS

Raymond Deshaies & Linda Silveira

Susan Frank

Bob & Diane Madgic

Rod Goodson & Jill Malone

Bryan & Sam Mahony

David Rosky

Charles & Phyllis Stender

Rick Taylor

Ann Tozier

Roland & Marni Wieshofer

### APPLICANT LETTER TO NEIGHBORS

Ian Fettes

### COMMENT LETTERS Received after 2/14

Bill Renner

Beth Renner

David Rosky

---

DISTRICT #1  
COMMISSIONER  
Mary Pipersky

DISTRICT #2  
COMMISSIONER  
Roberta Lagomarsini

DISTRICT #3  
COMMISSIONER  
Daniel Roberts

DISTRICT #4  
COMMISSIONER  
Scott Bush

DISTRICT #5  
COMMISSIONER  
Chris I. Lizza



**From:** Deshaies, Ray <[rdeshaie@amgen.com](mailto:rdeshaie@amgen.com)>  
**Sent:** Saturday, February 2, 2019 3:23 PM  
**To:** Kelly Karl <[kkarl@mono.ca.gov](mailto:kkarl@mono.ca.gov)>  
**Cc:** Ian Fettes <[ian@mechdc.com](mailto:ian@mechdc.com)>  
**Subject:** short-term rental petition

**RECEIVED**  
**FEB 06 2019**  
Mono County  
Community Development

Kelly,

Regarding

**CONDITIONAL USE PERMIT 18-015/Fettes**

We are supportive of this petition but our support is limited to this particular petition and should not be construed as broad support for short-term rentals. In general we are opposed to short-term rentals, which are prohibited according to the contract we entered into when we purchased our home at 49 Oregon St. But, there are extenuating circumstances here that cause us to reconsider our opposition to short-term rentals. Specifically, (i) the owner of the rental property lives at the property and will be present during the periods when the property is rented, and (ii) the rental groups are limited to two individuals at a time. As such, we do not expect that there will be a major adverse impact on quality of life in the neighborhood and so we are inclined to support this petition. But this is contingent on our understanding that rentals will conform to points (i) and (ii) listed above.

Thanks,  
Raymond Deshaies  
Linda Silveira

**RECEIVED**

**FEB 06 2019**

Mono County  
Community Development

To Mono County Development Department, Kelly Karl,

Thank you for including me on the notice of hearing for approval of Ian Fete's Type 1 rental proposal.

I fully support and approve of Ian's proposal.

Ian is one of the June Lake's most reliable, responsible citizens and takes care of the communities well being at all levels, at all times. I know he will always rent responsibly.

Please let me know if anything else is needed from me regarding and if you have received my message.

Thank you,

Susan Frank

310-502-5833

[susanfrank2@gmail.com](mailto:susanfrank2@gmail.com)

5442 Boulder Drive

June Lake, Ca 93529

RECEIVED

JAN 08 2019

Mono County  
Community Development

Bob and Diane Madgic  
167 South Texas St.  
Clark Tract  
June Lake, CA  
(530) 604-4595

To: Mono County Planning Division

January 3, 2019

From: Bob and Diane Madgic

Subject: Conditional Use Permit 18-015/Fettes

We are fully supportive of the Conditional Use Permit for short term rental use at 149 Mountain View Lane (APNB 016-152-009-000) in June Lake as proposed by Ian Fettes, the owner of the property.

Our house is directly above the property and we see no disadvantages or hindrances to having a short term rental there. The more occupants in houses in the June Lake Loop, the more business revenue is generated.

We urge the Planning Division to approve the proposal.

*Bob & Diane Madgic*

RECEIVED

JAN 08 2019

Mono County  
Community Development

January 2, 2019

Secretary to the Planning Commission  
P.O. Box 347  
Mammoth Lakes, CA 93546

To the members of the Mono County Planning Commission:

We, Rod Goodson and Jill Malone, are the homeowners of 100 Mountain View Lane and neighbors of the "conditional use permit request" property located at 149 Mountain View Lane. This letter to the Planning Commission is to state for the record that we are **opposed** to any short-term rentals – Type 1 or Type 2 – in our neighborhood for all the reasons we have, on several occasions, officially provided the Commission in the past:

- hazardous road conditions on this private road,
- no parking or turnaround areas,
- no road maintenance,
- no snow removal,
- legal risk of lawsuits due to aforementioned poor road conditions,
- bear intrusion issues,
- neighbor discord due to strong opposition to transient rentals in this unique and quiet neighborhood.

Thank you for your consideration.

Best,



Rod Goodson and Jill Malone

JILL MALONE  
ROD GOODSON

466 BRISTOL AVENUE, CARDIFF, CA 92007

760-633-1177

**RECEIVED**

**JAN 28 2019**

Mono County  
Community Development

**From:** Sam Mahony <[sammahony@gmail.com](mailto:sammahony@gmail.com)>  
**Sent:** Monday, January 28, 2019 12:33 PM  
**To:** Kelly Karl <[kkarl@mono.ca.gov](mailto:kkarl@mono.ca.gov)>  
**Subject:** CONDITIONAL USE PERMIT 18-015/Fettes

To Whom it May concern,

We are the property managers for the property at 192 Washington St., June Lake. 192 Washington St. is located within 50 yards of Mr. Fettes' property which is under consideration for this Conditional Use Permit.

Timothy Shea, the owner of 192 Washington St asked us to express, to the Mono County Board of Supervisors and all others concerned with the matter, his wholehearted endorsement of the application and proposed use of the property

On behalf of Timothy Shea,

Bryan and Sam Mahony  
June Lake Choice Rentals  
760 937 7142



**RECEIVED**

**FEB 08 2019**

**Mono County  
Community Development**

Feb. 8, 2019

Dear Mono County Planning Commission,

As a nearby neighbor of Ian Fettes, I express support for his Type I short term rental application. I feel he will select reasonable clients and would respond in a timely fashion to any issues, as unlikely as they may be, which may arise.

Best regards,

David Rosky

**RECEIVED**

**JAN 02 2019**

**Mono County  
Community Development**

12.30.18

For the Secretary to the Planning Commission:

Please be advised we are wholeheartedly in favor of granting the above permit to Mr. Fettes.

Charles and Phyllis Stender, Owners  
52 Mountain View Lane  
APN 016-152-007-000  
805-300-8139

**CD Ritter**

---

**From:** Kelly Karl  
**Sent:** Wednesday, January 16, 2019 7:59 AM  
**To:** CD Ritter  
**Subject:** FW: Fettes permit

**RECEIVED**  
JAN 16 2019  
Mono County  
Community Development

-----Original Message-----

**From:** Rick Taylor <ricktaylor@healingroomssmv.com>  
**Sent:** Tuesday, January 15, 2019 6:02 PM  
**To:** Kelly Karl <kkarl@mono.ca.gov>  
**Subject:** Fettes permit

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

Our names are Rick & Lori Taylor, we are neighbors of Ian Fettes, we own the home next door to Ian at 91 Mountain View Ln. June Lake. We are in support of the permit Ian is applying for.

Rick Taylor  
Sent from my iPad

PO Box 601  
June Lake, CA 93529

February 7, 2019

RE: STR Application from Ian Fettes, Mountain View Rd., June Lake  
Mono County Planning Commission  
PO Box 347  
Mammoth Lakes, CA 93546

**RECEIVED**  
FEB 07 2019  
Mono County  
Community Development

Dear Planning Commission Members,

I am writing in regards to an application for a Short Term Rental, Type I, in my neighborhood of the Clark Tract of June Lake. My neighbor, Ian Fettes, has applied for such a rental, and I am in support of him getting that permit.

In my stint serving on the June Lake CAC, I was very involved with the process that determined what types and where such rentals should be allowed to occur in the neighborhoods of the June Lake loop. As a result of that process, it was determined that within the upper Clark Tract of June Lake only Type I STR (owner occupied) would be permitted, and only in the non-winter months, as the terrain of our neighborhood becomes very hazardous during the winter.

Ian's situation as a full time resident can comply with those requirements, so I am in full support of his proposal. In addition, Ian is very involved with our community in a positive way, and that adds to my feeling of support for his application.

Thanks,  
Ann Tozier  
(full time resident)

RECEIVED

JAN 30 2019

Mono County  
Community Development

January 29, 2019

Secretary to the Planning Commission  
P.O. Box 347  
Mammoth Lakes, CA 93546

To the members of the Mono County Planning Commission:

We, Roland and Marni Wieshofer, are homeowners of 144 Mountain View Lane and the neighbors of the "conditional use permit request" property located at 149 Mountain View Lane. This letter to the Planning Commission is to state for the record that we are *unopposed* to the Type I short-term rental permit being sought. Our decision is based on a conversation we had with the property owner where he gave us the following assurances:

- The property will be unavailable to renters in the winter;
- Renters will only be allowed to use the driveway near the bottom of Mountain View Lane; and
- Type I rentals are subject to an occupancy tax that he will remit to the county.

We do, however, remain opposed to any Type 2 rental permits on our street.

Thank-you for your consideration.

Sincerely,



Roland & Marni Wieshofer

*Roland and Marni Wieshofer  
125 Pacific Street, Unit 6  
Santa Monica, CA 90405*



December 29, 2018

**RECEIVED**  
**JAN 24 2019**  
Mono County  
Community Development

Dear Neighbor,

You've probably received a notification from the Planning Commission that I'm applying for a permit to rent my Cabin on a short term basis and, I'd like to ask for your support.

The County has approved Type 1 Rentals in the Clark Tract - that is to say Rentals where the Owner is a full-time resident on the property.

Type 2 Rentals - where the Property Owner is not a full-time resident were not approved. Also, I don't think there are many other Type 1 - eligible properties in the Clark Tract

The reality for me is that I need to rent my cabin, and so my options are either short-term or longer-term

I've been renting longer-term - for the last two years to people working on the SCE dam project.

It's been a pretty good arrangement, but not ideal as I don't have a whole lot of control on who's staying in the Cabin. As the guys are here for longer periods, they naturally want to entertain friends and family on occasion. That puts a strain on things, but I don't feel that I can place too many restrictions on them - as they are longer term tenants.

Short-term renting for me is a quite a different proposition.

Firstly, I would limit the number of guests to two - with no exceptions. That means no additional visitors. When I've rented short-term in the past, my typical guests were here to enjoy the beauty of the Eastern Sierra, and they welcomed the tranquility of our neighborhood. There would typically be one car in the driveway - usually a Prius, or something similar - and a typical stay would be four days. I was able to pre-screen my guests through direct phone conversations prior to accepting a booking, which helped to ensure that things went very smoothly.

My typical occupancy for short-term rentals was 40%, which is pretty normal for any form of short-term rental. This meant that the Cabin was unoccupied for 60% of the time. However, the nightly rate was high enough that the annual income was about the same as that generated by longer-term rentals - which were at a lower rate but operating at closer to 100% occupancy.

In order to rent short-term, the County has some very stringent requirements that have to be met by the Owner - apparently some of the most stringent anywhere in the country. One significant requirement is that there would be no STR's during the Winter months, because of the likelyhood of adverse road conditions.

I've attached a copy of these requirements and, as you can see, everything is very tightly controlled. The income generated is taxed (T.O.T) at 12% and these taxes go into the County coffers.

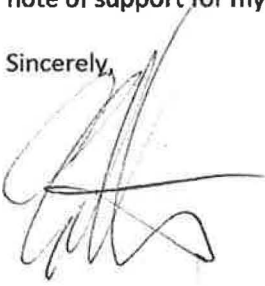
Longer term rentals have none of these restrictions - no restrictions on parking, noise, number of occupants, trash disposal, exterior lighting, etc., and there is no requirement to pay T.O.T. taxes.

I would much rather rent my property, for 40% of the time, to one or two people who want to quietly enjoy our environment, than rent it on a more continual basis to people who don't necessarily share the same appreciation for the area we live in - and who are subject only to the loosest of outside controls.

I really believe that renting my cabin short-term will have the most minimal impact on our neighborhood, and that the alternative of renting longer-term is the less-desirable option.

I hope you'll agree that short-term renting is the better option. and that you might consider sending a note of support for my application to the Planning Commission, which would really be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ian Fettes', with a long horizontal stroke extending to the right.

Ian Fettes

**RECEIVED**

**FEB 15 2019**

**Mono County  
Community Development**

**Subject: Type 1 Rental**

My name is Beth Renner and my home address is 14 Wyoming Street in June Lake. Mr. Fettes is in the final stages in a long process to get type 1 approval. I have supported Mr. Fettes from the start.

The area has a few full time residents and many part time residents. I actually have observed more intrusive behavior from full time renters then from short term stayers. Noise, light, and debris pollution were common with the longer term rentals.

Ian Fettes will be limited to 2 people per night in his nightly rental unit.  
I am confident after this lengthy process Ian will keep close eye on his renters.

Please support Ian Fettes.

Thank you,  
Beth Renner

Sent from my iPhone

**RECEIVED**

**FEB 15 2019**

Mono County  
Community Development

From: Bill Gmail <[williamrenner2@gmail.com](mailto:williamrenner2@gmail.com)>  
Sent: Wednesday, February 13, 2019 3:15 PM  
To: CD Ritter <[cdritter@mono.ca.gov](mailto:cdritter@mono.ca.gov)>  
Subject: Type 1 Rental 149 Mt View Ln June Lake

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Mono County Board of Supervisors

This letter is in support of Ian Fettes' application for type 1 rentals of his one bedroom unit located at 149 Mountain View Lane in June Lake Ca. My home is 3 doors from Ian's proposed rental. Mr. Fettes understands he must be present when his one bedroom unit is rented out. I am confident Mr. Fettes will honor all the rules that Mono County sets forth. For instance, only 2 people per stay and no winter rentals.

It is my opinion his type 1 rental will have little impact on the adjacent homes in the area and will benefit the local economy in June Lake. It is really the perfect setup for a type 1 rental. Mr. Fettes main home is detached and directly next to the rental unit which will allow him to supervise the tenants. Mr. Fettes is a year-round resident of June Lake further showing he has a interest in making sure the tenants are responsible. Mr. Fettes understands his main home is not to be used for type 1 rentals.

Thank you for considering the approval of Mr. Fettes type 1 application.

Sincerely,

Bill Renner  
14 Wyoming St. June Lake.  
949-510-7194

RECEIVED

FEB 28 2019

Mono County  
Community Development

Dear Planning Commission,

This statement is with regard to type I permit applications in June Lake, and the Clark Tract in particular, as there is an upcoming application.

As a member of the CAC, I would like to recall that June Lake has gone through a different process than the rest of the unincorporated areas.

Early on, some of us were cognizant of the issue of a small number of people setting the rules, so to speak, and imposing their personal will on the overall community, so we engaged in a democratic process, taking one survey of the entire area (done by Wendy and the staff) and two surveys of the Clark Tract (a second one being done by Ann Tozier). In the Clark Tract, in both cases there was a majority in favor of allowing type I.

On the other hand, we also wanted to make sure that valid concerns were addressed. During the process, we spent over a year of meetings, including anyone in the community who wanted to attend, working through the general and philosophical issues and coming up with a long list of specific limits, requirements, mitigations, and avenues of redress, including up to revoking of the permit if someone becomes an ongoing problem.

Due to this long and complete process we went through, It is my hope, and I'm speaking for myself at this point, that moving forward, these applications will be treated as innocent until proven guilty, unless there are truly significant substantive issues; not simply philosophical concerns, or worries about what *could* or *might* happen (i.e., pre-assumed guilt). After the process we went through and the protections we've included, one side should not be given unconditional priority over the other, and applicants shouldn't be subject to the luck of the draw in terms of the purely philosophical views of their immediate neighbors. Rather, barring significant, unaddressed substantive issues, they should first be given the opportunity to prove whether they can operate without impact to the neighborhood.

Best regards,

David Rosky



# Proof of Publication

This space is for the County Clerk's Filing Stamp

STATE OF CALIFORNIA  
COUNTY OF MONO

Proof of Publication Of

I am a citizen of the United States and a resident of the State aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the **MAMMOTH TIMES** a newspaper of general circulation, published in

## County of Mono

The Mammoth Times was adjudicated on March 24, 1992, as a newspaper of general circulation for the Town of Mammoth Lakes and Mono County, CA.

The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to with:

**December 20<sup>th</sup> , in the year 2018**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Mammoth Lakes, California,  
**The 20<sup>th</sup> day of December 2018**

  
\_\_\_\_\_  
Signature

### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that Mono County Planning Commission will conduct a public hearing **Feb. 21, 2019**, in the Board of Supervisors Chambers, Mono County Courthouse, Bridgeport, CA (videoconference at Town/County Conference Room, Minaret Village Mall, Mammoth Lakes, CA) to consider the following: **10:10 a.m. CONDITIONAL USE PERMIT 18-015/Fettes** for an owner occupied (Type I) short-term rental use in a detached one-bedroom accessory dwelling unit at 149 Mountain View Lane (APN 016-152-009) in June Lake, and the Land Use Designation (LUD) is Single-Family Residential (SFR). Maximum occupancy of two persons and two vehicles. In accordance with the California Environmental Quality Act, a Notice of Exemption will be filed. The project files are available for public review at the Community Development Department offices in Bridgeport and Mammoth Lakes. INTERESTED PERSONS may appear before the Planning Commission to present testimony or, prior to or at the hearing, file written correspondence with: Secretary to the Planning Commission, PO Box 347, Mammoth Lakes, CA 93546. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing. (MT 12.20.18 #18213)

# Mono County Community Development Department Planning Division

PO Box 347  
Mammoth Lakes, CA 93546  
760-924-1800, fax 924-1801  
commdev@mono.ca.gov

PO Box 8  
Bridgeport, CA 93517  
760-932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

## NOTICE OF PUBLIC HEARING

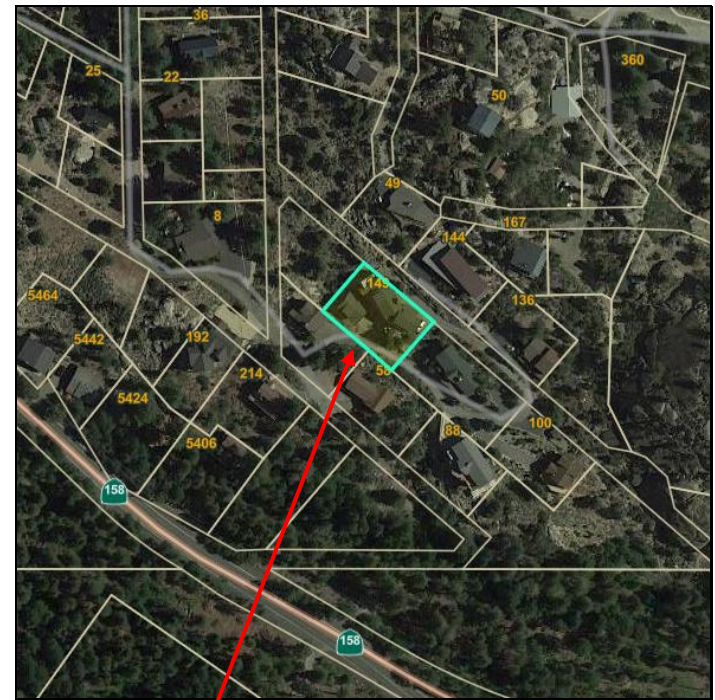
NOTICE IS HEREBY GIVEN that Mono County Planning Commission will conduct a public hearing **Feb. 21, 2019**, at Board of Supervisors Chambers, Mono County Courthouse, Bridgeport, CA, to consider the following: **10:10 a.m. CONDITIONAL USE PERMIT 18-015/Fettes**. The proposal is for an owner-occupied (Type I) short-term rental use in a detached one-bedroom accessory dwelling unit at 149 Mountain View Lane (APN 016-152-009-000) in June Lake, and the Land Use Designation (LUD) is Single-Family Residential (SFR). Maximum occupancy is two persons and two vehicles.

In accordance with the California Environmental Quality Act, addenda to the existing General Plan EIR are being utilized for the proposed use permit (18-015). The project files are available for public review at the Community Development Department offices in Bridgeport and Mammoth Lakes.

INTERESTED PERSONS may appear before the Planning Commission to present testimony or, prior to or at the hearing, file written correspondence with: Secretary to the Planning Commission, PO Box 347, Mammoth Lakes, CA 93546. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing.

For additional questions, please contact the Mono County Planning Division: Kelly Karl, PO Box 347, Mammoth Lakes, CA 93546 (760) 924-1809, [kkarl@mono.ca.gov](mailto:kkarl@mono.ca.gov)

## Project Location



149 Mountain View Lane

## MONO COUNTY PLANNING COMMISSION

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

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

February 28, 2019

To: The Sheet

From: CD Ritter

Re: Legal Notice for **March 9** edition

Invoice: Jessica Workman, PO Box 347, Mammoth Lakes, CA 93546

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### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that Mono County Board of Supervisors will conduct a public hearing **March 19, 2019**, in Suite Z, Minaret Village Mall, 437 Old Mammoth Road, Mammoth Lakes, CA (videoconference at Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517) to consider the following: **9:30 a.m. SHORT-TERM RENTAL ACTIVITY PERMIT 19-001/Fettes** for an owner-occupied (Type I) short-term rental use in a detached one-bedroom accessory dwelling unit at 149 Mountain View Lane (APN 016-152-009) in June Lake and the land use designation is Single-Family Residential (SFR). Maximum occupancy of two persons and two vehicles. In accordance with the California Environmental Quality Act, a categorical exemption (15301 Class 1) is being utilized for the proposed permit. The project files are available for public review at the Community Development Department offices in Bridgeport and Mammoth Lakes. INTERESTED PERSONS may appear before the Board of Supervisors to present testimony or, prior to or at the hearing, file written correspondence with: Clerk to the Board of Supervisors, PO Box 715, Bridgeport, CA 93517. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing.

###

# MONO COUNTY PLANNING COMMISSION

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

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

February 28, 2019

To: Mammoth Times

From: CD Ritter

Re: Legal Notice for **March 7** edition

Invoice: Jessica Workman, PO Box 347, Mammoth Lakes, CA 93546

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## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that Mono County Board of Supervisors will conduct a public hearing **March 19, 2019**, in Suite Z, Minaret Village Mall, 437 Old Mammoth Road, Mammoth Lakes, CA (videoconference at Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517) to consider the following: **9:30 a.m. SHORT-TERM RENTAL ACTIVITY PERMIT 19-001/Fettes** for an owner-occupied (Type I) short-term rental use in a detached one-bedroom accessory dwelling unit at 149 Mountain View Lane (APN 016-152-009) in June Lake and the land use designation is Single-Family Residential (SFR). Maximum occupancy of two persons and two vehicles. In accordance with the California Environmental Quality Act, a categorical exemption (15301 Class 1) is being utilized for the proposed permit. The project files are available for public review at the Community Development Department offices in Bridgeport and Mammoth Lakes. INTERESTED PERSONS may appear before the Board of Supervisors to present testimony or, prior to or at the hearing, file written correspondence with: Clerk to the Board of Supervisors, PO Box 715, Bridgeport, CA 93517. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing.

###



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2019

**Departments: Public Works**

**TIME REQUIRED** 15 minutes

**PERSONS APPEARING BEFORE THE BOARD** Matthew Paruolo

**SUBJECT** Sustainable Recreation Update

**AGENDA DESCRIPTION:**

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

Presentation by Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator, on efforts relating to the Eastern Sierra Recreation Partnership, with discussion of tentative work plans for 2019.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None at this time.

**CONTACT NAME:** Tony Dublino/Matthew Paruolo

**PHONE/EMAIL:** 760.932.5459 / 760.500.6381 / tdublino@mono.ca.gov / mparuolo@mammothlakesrecreation.org

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Staff report</a></p>
---------------------------------------------------------------

**History**

Time	Who	Approval
3/13/2019 6:10 AM	County Administrative Office	Yes
3/13/2019 2:46 PM	County Counsel	Yes
3/14/2019 9:53 AM	Finance	Yes



# Mono County

## Eastern Sierra Sustainable Recreation Partnership

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### ESSRP

Mammoth Lakes Recreation  
126 Old Mammoth Rd Suite 107  
Mammoth Lakes, CA 93546

March 19, 2019

**To:** Mono County Board of Supervisors  
**From:** Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator  
**Subject:** Eastern Sierra Sustainable Recreation Partnership Updates

#### Recommended Action

None. Informational Only

#### Fiscal Impact

None. Informational Only

#### Discussion

The following outline provides a basic description of activities performed to date and those contemplated for the months to come through the ESSRP.

### 1. Eastern Sierra Sustainable Recreation Partnership (ESSRP) update

- a. Contacts
  - i. Joel Rathje, Point of contact for Town of Mammoth Lakes
  - ii. Tony Dublino, Point of contact for Mono County
  - iii. Gordon Martin, Mammoth District Ranger, Inyo National Forest
  - iv. Jan Cutts, Bridgeport District Ranger, Humboldt Toiyabe National Forest
  - v. David Page, Chairman of the Board of Directors, Mammoth Lakes Recreation
- b. Mountain Ventures Summit update – Reinventing the Future of Mountain Towns
- c. Next ESSRP meeting March 27 @ 1:30 PM – USFS Ranger Offices

### 2. Town of Mammoth Lakes Projects

- a. Primary Projects
  - i. Special Use Permits
- b. Collaboration
  - i. Over snow vehicle (OSV) Winter Access Signage, Mammoth to June Lake
  - ii. OSV Staging Areas – CalTrans Coordination
  - iii. Off-Highway-Vehicle (OHV) 2019 Grant Cycle – Shady Rest Inyo Craters (SRIC) sub-region planning

### 3. Mono County Projects

- a. 2018 Completed Mono County Projects [Map](#) (ESRI, GIS tool; budgeted +/- \$30,000)
  - i. Grading and Repair Work (+/- \$8,300)
    1. Moraine Campground
    2. Aspen Campground
    3. Lower Lee Vining Creek Campground
  - ii. Lee Vining Trail Reroute (+/- \$5,800)
  - iii. June Lake Beach ADA restroom improvements (+/- \$4,500)
  - iv. Early operation, cleaning and maint. of high-use trailhead facilities (+/- \$680)
    1. Shingle Mill Flat Picnic Area

- 2. Travertine Hotsprings
  - 3. Virginia Lakes Trailhead
- v. Portable restroom facilities at high-use areas (+/- \$7,200)
  - 1. Navy Beach Parking Area/ Trailhead
  - 2. Bald Mountain Road
  - 3. Wild Willy's Hotspring
  - 4. Lower Rock Creek Road
- b. 2019 Mono County Projects
  - i. 2018 Rollover Projects (potential OHV funding)
    - 1. Early operations of restrooms
    - 2. Placement of porta-potties at high-use locations
    - 3. Lee Vining Creek Trail/potential realignment or treatment as needed
  - ii. MCRAT Phase III (potential LTC funding)
    - 1. Incorporation of Local Transportation Commission projects and funding
    - 2. Development of Mono County Trails Plan in GIS – begin cataloging projects in ESRI and developing projects to “shovel ready”
  - iii. Status-quo trail maintenance and signage
    - 1. Friends of the Inyo Workplan
      - a. Robinson Creek, Bloody Canyon, Parker Bench trails.
  - iv. Volunteer Stewardship Events

If you have any questions regarding this item, please contact Matthew Paruolo  
760.500.6381 // [mparuolo@mammothlakesrecreation.org](mailto:mparuolo@mammothlakesrecreation.org)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 19, 2019

**Departments: EMS, Sheriff, IT**

**TIME REQUIRED** 30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chris Mokracek, EMS Chief

**SUBJECT** Mutual Aid Agreement Among Mono  
County, Antelope Valley, Bridgeport,  
Lee Vining, Mono City, June Lake,  
Mammoth Lakes, Long Valley,  
Paradise, Wheeler Crest, White  
Mountain, and Chalfant Valley Fire  
Protection Districts

### AGENDA DESCRIPTION:

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

The purpose of the Agreement is to specify the manner and means by which each of the Parties will provide fire prevention, detection and suppression and/or emergency services resources and/or assistance to each other.

### RECOMMENDED ACTION:

Approve County entry into Mutual Aid Agreement with the 11 County Fire Protection Districts.

### FISCAL IMPACT:

None anticipated at this time.

**CONTACT NAME:** Chris Mokracek

**PHONE/EMAIL:** (760) 924-4632 / cmokracek@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Proposed Agreement](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/13/2019 7:34 PM	County Administrative Office	Yes
3/12/2019 5:31 PM	County Counsel	Yes
3/14/2019 10:51 AM	Finance	Yes



MONO COUNTY  
EMERGENCY MEDICAL SERVICES

**DATE:** March 1, 2019

**TO:** Honorable Board of Supervisors

**FROM:** Chris Mokracek, EMS Chief

**SUBJECT:** Mutual Aid Agreement Among Mono County, Antelope Valley, Bridgeport, Lee Vining, Mono City, June Lake, Mammoth Lakes, Long Valley, Paradise, Wheeler Crest, White Mountain, and Chalfant Valley Fire Protection Districts

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**Recommendation**

Approve County entry into Mutual Aid Agreement with the 11 County Fire Protection Districts.

**Discussion**

This agreement recognizes the unique services each agency provides to meet the emergency services needs of Mono County through the reciprocal sharing of resources. This provides for a seamless public safety response which benefits the County and Fire Districts alike.

Replaces previous Mutual Aid agreement between the 11 County Fire Districts and the Mono County Paramedics (6/20/2017).

**Fiscal Impact**

None anticipated at this time. Each agency is financially responsible for their respective costs incurred for an incident. Certain costs may be reimbursable, but the extent of such reimbursement cannot be determined at this time.



**MUTUAL AID AGREEMENT AMONG MONO COUNTY,  
ANTELOPE VALLEY, BRIDGEPORT, LEE VINING, MONO CITY, JUNE LAKE,  
MAMMOTH LAKES, LONG VALLEY, PARADISE, WHEELER CREST, WHITE  
MOUNTAIN, AND CHALFANT VALLEY FIRE PROTECTION DISTRICTS**

RECITALS

**WHEREAS**, the County of Mono (“County”) is authorized to provide fire prevention, detection and suppression services and/or emergency services to protect or save lives, property and the environment within its jurisdiction; and

**WHEREAS**, the Antelope Valley, Bridgeport, Lee Vining, Mono City, June Lake, Mammoth Lakes, Long Valley, Paradise, Wheeler Crest, White Mountain, and Chalfant Valley Fire Protection Districts (the “Fire Districts”) are each authorized to perform fire prevention, detection and suppression services and/or emergency services to protect or save lives, property and the environment within their respective jurisdictions; and

**WHEREAS**, the County and Fire Districts recognize that on occasion there is a need for each to cooperate in the provision of fire prevention, detection and suppression services and/or emergency services and it is mutually advantageous and in the public interest for the Parties to coordinate and share their efforts in the prevention, detection and suppression of fires and the provision of emergency services within and adjacent to their areas of responsibility; and

**WHEREAS**, the County and Fire Districts are each authorized to provide the other with fire prevention, detection and suppression services and/or emergency services and resources through mutual aid and it is in the best interests of the Parties to cooperate in the provision of fire prevention, detection and suppression services and/or emergency services; and

**WHEREAS**, the County and Fire Districts each desire to enter into a Mutual Aid Agreement to provide to each Party, on a non-reimbursable basis, cooperation and resources in connection with fire prevention, detection and suppression services and/or emergency services, on the condition that the County and Fire Districts do not thereby incur legal responsibilities exceeding the responsibilities imposed under applicable law in the absence of such an agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises, which the County and Fire Districts each acknowledge as legally adequate consideration, the County and Fire Districts agree to the following terms and conditions:

1. AUTHORITY.

Fire Protection District Law of 1987, Health and Safety Code Section 13800, including subsection 13863, authorize fire districts, and Government Code section 23000 *et seq.* authorizes the County to enter into mutual aid and automatic aid agreements in connection with fire

suppression and/or emergency medical services.

## 2. PARTIES.

The parties to this Agreement are the Antelope Valley, Bridgeport, Lee Vining, Mono City, June Lake, Mammoth Lakes, Long Valley, Paradise, Wheeler Crest, White Mountain, and Chalfant Valley Fire Protection Districts, (collectively the “Fire Districts”) and Mono County (“County”). The Fire Districts and the County are sometimes referred to collectively as “Parties” and individually as “Party” in this Agreement.

## 3. PURPOSE.

The purpose of the Agreement is to specify the manner and means by which each of the Parties will provide fire prevention, detection and suppression and/or emergency services resources and/or assistance to each other. This Agreement does not impose an obligation to provide fire prevention, detection and suppression services and/or emergency services resources and/or assistance or impose liability on any Party for declining to provide fire prevention, detection and suppression services and/or emergency services resources and/or assistance to another Party.

## 4. SCOPE OF RECIPROCAL MUTUAL AID.

a. The resources and assistance currently provided by the fire districts to other fire districts and the County under the terms of this Agreement include, but are not limited to, the following:

- Emergency vehicles
- Emergency responders (including personnel, equipment and training)
- All-risk incident command and/or unified command
- Cal OES operational coordination of fire/rescue resource request (Region VI)
- County cost avoidance for the delivery of fire/rescue services
- Coordination of 11 distinct fire districts operating within the County
- Resource surge capacity response to the Mono County EMS program

b. The resources and assistance currently provided by the County to the fire districts under the terms of the Agreement include, but are not be limited to, the following:

- Maintenance and operation of county-wide communications infrastructure
- Administration and operation of county-wide dispatch center
- 911 system
- GIS addressing
- First Responder Fund contribution

Single point of authority for emergency declaration requests  
Limited local roads and transportation system support  
24/7 365 ALS ambulance unity services in four of the eleven fire districts,  
various response times to provide such services in all eleven districts.

c. The Parties understand and acknowledge that receipt of any requested assistance and/or resources from any other Party is not guaranteed under the terms of this Agreement. Instead, receipt of any assistance and/or resources requested under the terms of this Agreement is subject to and conditioned on each responding Party's discretionary good faith determination that it has the ability to provide the requested assistance and/or resources and that it is able to do so without compromising service within its own jurisdiction.

5. REQUEST FOR MUTUAL AID.

a. Any Party engaged in or with authority to provide fire prevention, detection and suppression or emergency service activities within its own jurisdiction may request assistance from one or more of the other Parties.

b. A request for assistance under this Agreement may be made by one Party through its designated official, to the designated official of the other Party (s).

c. A request for assistance under this Agreement may be communicated either verbally, in writing, or through dispatch.

d. When the designated official of the Party receives a request for mutual aid under this Agreement, the official shall promptly acknowledge receiving the request, and as soon as reasonably possible, communicate to the requesting Party, whether mutual aid will be available and the estimated time of arrival at the location specified by the requesting Party.

6. DETERMINATION OF MUTUAL AID ASSISTANCE.

a. The Party from whom assistance is requested under this Agreement, shall, in a reasonably prompt manner, determine whether it will provide fire fighters and/or other emergency personnel and/or equipment to assist the requesting Party.

b. The Party from whom assistance is requested under this Agreement shall, in its sole discretion, determine the availability of its personnel and equipment to provide mutual aid in the jurisdiction which has requested assistance. The Party which receives the request for mutual assistance shall not be obligated to provide personnel and/or equipment if it determines, in its sole discretion, that such equipment or personnel may not be made available without compromising fire prevention, detection and suppression

and/or emergency service needs within its own jurisdiction.

c. The Party receiving a request for mutual aid under this Agreement, shall promptly advise the requesting Party of its determination of what, if any, fire fighters and equipment will be made available to provide fire prevention, detection and suppression and/or emergency services within the requesting Party's jurisdiction.

7. OFFICE OF EMERGENCY SERVICES COORDINATION.

The County CalOES Fire and Rescue Operational Area Coordinator, or designee, will work closely with the County during incidents that may require resources typically requested through the Fire and Rescue Branch of CalOES. Resource requests for law enforcement, emergency medical services, and/or recovery services shall be placed through their respective County Operational Area Coordinators.

8. IMPLEMENTATION.

a. When responding to a request by a Party for mutual aid under this Agreement, firefighters, officers, other emergency personnel, and equipment engaged in fire prevention, detection or suppression services, emergency service, and/or district coverage within the requesting Party's jurisdiction shall be under the direction, control and supervision of the Incident Commander or Chief of the requesting Party's fire district. Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident, the commanding officer of the jurisdiction arriving first to provide mutual aid assistance shall be in command of the incident until relieved.

b. Notwithstanding the provisions of paragraph 8. a., any Party which provides fire fighter, emergency personnel, or equipment to another Party under this Agreement, may, at any time, and at its sole discretion, withdraw some or all of its personnel or equipment from mutual aid services under this Agreement.

c. Other than as specifically provided for in paragraph 8. a., no Party to this Agreement shall have the ability to bind the other Party or to control any of its officers, employees, or agents.

9. ANNUAL OPERATING PLAN.

The Parties shall meet annually during April or May and prepare and execute an Annual Operating Plan. ("AOP"). Representatives of the Parties shall meet and approve the first AOP under this Agreement within one month of execution by all Parties. The AOP shall include protection area maps for all Parties, dispatching procedures for implementing this Agreement, procedures and information for sharing communication systems, radios and radio frequencies in conformity with paragraph 10, name and contact information for

each Parties' designated official, and any other items necessary for efficient implementation of this Agreement. Each annual AOP shall be attached to and incorporated into this Agreement as if fully set forth herein.

10. COMMUNICATION SYSTEMS.

The Parties agree to share the use of communication systems, radios and radio frequencies. Sharing of frequencies must be approved by authorized personnel for each Party and documented in the AOP.

11. COMPLIANCE WITH LAWS.

Each Party acknowledges its responsibility to comply with all laws and regulations applicable to the functions and duties described in this Agreement including, but not limited to, regulations related to workplace equipment and safety enforced by Cal OSHA, regulations related to the performance of medical and/or fire suppression services, all state and Federal statutes relating to nondiscrimination, and all other applicable requirements of all other state and Federal laws.

12. FISCAL PROVISIONS.

The personnel and equipment available to provide resources and assistance under this Agreement, up to 12 hours for any individual incident, are roughly equivalent. The availability, and provision of, such initial/short-term resources and assistance constitute adequate consideration for the promises contained in this Agreement.

In accordance with the above, during the first 12 hours of an incident, a Party which receives assistance under this Agreement shall not be obligated to reimburse the Party or Parties which provided assistance for any damage to equipment, loss of equipment, fuel, food or shelter, or other expenses incurred in providing the requested fire suppression and/or emergency services. The Parties agree to evaluate the need for reimbursement after the first 12 hours of the incident and, if reimbursement is to occur, enter into a cost-share/reimbursement agreement in accordance with a recognized cost-share method.

13. INSURANCE.

a. Required Coverage

During the entire term of this Agreement, all Parties shall procure and maintain the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the provision of fire prevention, detection and suppression services and/or emergency services under the terms of this Agreement.



(1) General Liability Insurance.

A policy of Comprehensive General Liability Insurance which covers all services provided under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile/Aircraft/Watercraft Liability Insurance.

A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes transported pursuant to this Agreement.

b. Coverage and Provider Requirements.

Insurance policies shall not exclude or except from coverage any services provided under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California and have at least a “Best’s” policyholder’s rating of “A” or “A+.” Upon request, Party(s) shall provide the Party making the request with the following:

- (1) a certificate of insurance evidencing the coverage required;
- (2) an additional insured endorsement for general liability applying to all other Parties and their agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and
- (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to all other Parties.

c. Deductible, Self-Insured Retentions, and Excess Coverage.

If possible, the Insurer shall reduce or eliminate any deductibles or self-insured retentions with respect to all Parties other than the primary insured Party, including such Parties’ officials, officers, employees, and volunteers; or such Parties shall provide evidence guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to all other Parties as additional insureds.

14. DEFENSE AND INDEMNIFICATION.

Each Party to this Agreement shall defend with counsel acceptable to the defended Party, indemnify, and hold harmless all other Parties to this Agreement, their elected or appointed officials, agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Agreement by its agents, officers, and employees. Each Party's obligation to defend, indemnify and hold all other Parties, their elected or appointed officials, agents, officers, or employees harmless, applies to any actual or alleged personal injury, death, or damage, or destruction of tangible or intangible property, including the loss of use of such property. Each Party's obligation under this Agreement extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part by any act or omission of its agents, officers, employees, suppliers or anyone directly or indirectly under its direction, control and supervision.

15. WORKERS' COMPENSATION.

Each Party shall provide and continuously maintain statutory workers' compensation coverage and employer's liability coverage, for not less than the statutorily required amount per occurrence, for all of its employees and personnel engaged in providing fire prevention, detection or suppression services and/or emergency services resources and/or assistance under this Agreement. The Parties waive any rights to seek recovery of workers' compensation-related costs incurred while providing fire prevention, detection or suppression services and/or emergency services resources and/or assistance to any other Party.

16. WAIVER OF SUBROGATION.

All policies of insurance carried by any Party pursuant to this Agreement shall expressly waive any right of the insurer against any other Party, and any such right is expressly waived to the extent the waiver is not prohibited by or violative of any such insurance policy. The Parties agree that their insurance policies will include a waiver clause or endorsement consistent with the terms of this Agreement.

17. EMPLOYMENT POLICY.

Employees of the Parties shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

18. PRIOR AGREEMENT SUPERSEDED.

This Agreement shall supersede and replace, in its entirety, that mutual aid agreement entered into by and between the County, on behalf of the Mono County Paramedic Department, and the Fire Districts on or about June 20, 2017.

19. AMENDMENT.

This Agreement may be modified, amended, changed, added to or subtracted from, including to add a Party by the mutual consent of the Parties, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

20. SUCCESSORS IN INTEREST.

The provisions of this Agreement shall be binding upon and inure to the benefit of all Parties and their respective successors-in-interest and assigns.

21. WAIVER OF DEFAULT.

Waiver of any default by either Party to this Agreement shall not be deemed to be a waiver or any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be the waiver or any other or subsequent breach, and shall not be construed to be a modification of the terms of the Agreement unless this Agreement is modified as provided in paragraph 19.

22. TERM.

This Agreement shall become effective upon execution by all Parties. Each Party warrants that it has properly authorized the approval and execution of this Agreement. This Agreement is effective for five years from the date of execution by all Parties, at which time the Agreement will expire unless extended or until terminated in conformity with paragraph 23.

23. TERMINATION.

Any Party may terminate its participation in this Agreement, without cause, and at will, by giving the other Parties 30 days' written notice of intent to terminate. The termination shall be effective at the end of the 30<sup>th</sup> consecutive day after written notice of intent to terminate is personally served or mailed in accordance with paragraph 26. The Agreement shall remain in full force and effect as to any non-terminating Parties.

24. REPRESENTATION BY COUNSEL.

The Mono County Counsel's Office has disclosed to the fire districts that it has a pre-existing attorney-client relationship with each of them and with Mono County. Knowing that, the fire districts nevertheless give their informed written consent to the County Counsel's Office's drafting of this Agreement. The fire districts knowingly and voluntarily waive any actual or potential conflict associated with such dual representation by the Mono County Counsel's Office. The fire districts understand that in the event of a dispute between any of the Parties arising out of this transaction and Agreement, the County Counsel's Office may be disqualified from representing any and all of the fire districts in connection with such dispute. The fire districts further understand and acknowledge that in the event any fire district seeks legal counsel in connection with the formation or performance of this Agreement, the Mono County Counsel's Office will, to the extent possible under applicable law and ethical guidelines, provide legal advice to such district under the protections of an ethical wall.

25. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement of the Parties and no representation, inducements, promises, or agreement otherwise between the Parties not embodied in, or incorporated in this Agreement by reference, shall be of any force or effect. Further, no term or provision in this Agreement may be changed, waived, discharged, or terminated unless the same be in writing executed by the Parties in accordance with the provisions regarding amendment in paragraph 19.

26. NOTICE.

Any notice or communication concerning this Agreement, including change of address of any Party during the term of this Agreement, shall be in writing and may be personally served, or sent by pre-paid first-class mail to the Chiefs of all of the respective fire districts and to the County Chief Administrative Officer.

27. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each constituting a binding original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties' duly authorized officers or representatives:







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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 19, 2019

**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:**

<p><a href="#">Click to download</a></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** March 19, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Performance  
Evaluation, County Counsel

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

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

---

### RECOMMENDED ACTION:

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### FISCAL IMPACT:

---

### CONTACT NAME:

**PHONE/EMAIL:** /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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### History

Time	Who	Approval
3/6/2019 5:52 PM	County Administrative Office	Yes
3/13/2019 3:06 PM	County Counsel	Yes
3/7/2019 1:18 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 19, 2019

**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: 1. Facts and circumstances: Mono County Emergency Response within Madera County.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
3/13/2019 6:16 AM	County Administrative Office	Yes
3/13/2019 1:56 PM	County Counsel	Yes
3/13/2019 10:27 AM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 19, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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### History

Time	Who	Approval
3/13/2019 6:17 AM	County Administrative Office	Yes
3/13/2019 1:56 PM	County Counsel	Yes
3/13/2019 10:28 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 19, 2019

**Departments: Board of Supervisors**

**TIME REQUIRED** 20 minutes

**PERSONS APPEARING BEFORE THE BOARD** Stacey Simon

**SUBJECT** Transition Planning and Recruitment for County Administrative Office

**AGENDA DESCRIPTION:**

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

Transition planning and recruitment to fill vacanc(ies) in the County Administrative Office in light of the recently-announced departure of current CAO Leslie Chapman.

**RECOMMENDED ACTION:**

Discuss options and provide direction to staff regarding processes for addressing the upcoming vacancy in the office of the County Administrator including, but not limited to: recruitment, use of consultants/search firms to identify candidates, interim staffing and Board member involvement.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
3/13/2019 6:18 AM	County Administrative Office	Yes
3/13/2019 3:03 PM	County Counsel	Yes



3/14/2019 10:52 AM

Finance

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputy County Counsel**  
Anne M. Larsen  
Jason T. Canger

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COUNTY COUNSEL**

*Mono County*  
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**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Paralegal**  
Jenny Lucas

To: Board of Supervisors

From: Stacey Simon

Date: March 19, 2019

Re: CAO Transition Planning and Recruitment

**Recommended Action**

Discuss options and provide direction to staff regarding processes for addressing the upcoming vacancy in the office of the County Administrator including, but not limited to: recruitment, use of consultants/search firms to identify candidates, interim staffing and Board member involvement.

**Discussion**

On March 12, 2019, County Administrative Officer Leslie Chapman announced her plan to leave employment with Mono County, effective May 3, 2019.

This announcement creates a need for the Board to determine what steps it would like to take to address the vacancy, including commencing a search/recruitment or other process to fill the position and interim staffing. Once those issues are determined, staff will move forward to carry out the Board's direction.

**Fiscal Impact**

None at this time.

**Focus Area(s) Met**

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

If you have any questions on this matter prior to your meeting, please call me at 924-1704.