



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting September 13, 2016

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 the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). 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 www.monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please send your request to Bob Musil, Clerk of the Board: bmusil@mono.ca.gov.

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. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on August 9, 2016.

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on August 11, 2016.

C. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on August 16, 2016.

D. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on August 23, 2016.

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Modification of Public Works Department Allocation List

Departments: Human Resources

Proposed resolution is to eliminate the Assistant Public Works Director position from the Allocation List and replace with County Engineer position.

Recommended Action: Adopt proposed resolution #R16-___, a Resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the addition of a County Engineer in the Public Works Department, and the removal of the Assistant Public Works Director from the Public Works Department. Provide any desired direction to staff.

Fiscal Impact: None.

B. Employment Contract - Garrett Higerd

Departments: Human Resources

Proposed resolution approving an employment contract with Garrett Higerd as County Engineer, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Adopt proposed resolution #R16-___, a Resolution of the Mono County Board of Supervisors approving an employment agreement with Garrett Higerd and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (August 15 to June 30th) is approximately \$178,236 of which \$109,475 is salary; \$26,121 is the employer portion of PERS, and \$42,640 is the cost of the benefits and is included in the approved budget.

C. Employment Agreement for Stacey Simon as County Counsel

Departments: Human Resources and County Council

Proposed resolution approving a contract with Stacey Simon as County Counsel, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R_____, approving a contract with Stacey Simon as County Counsel, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: No fiscal impact. Stacey Simon has been Acting County Counsel since January 1, 2016.

D. Employment Agreement with Christian Milovich

Departments: County Counsel and Human Resources

Proposed resolution approving a contract with Christian Milovich as Assistant County Counsel and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R16-_____, approving a contract

with Christian Milovich as Assistant County Counsel and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The additional cost of this position, compared to Ms. Milovich's current position, for the remainder of FY 16/17 is \$16,275, of which \$11,462 is salary, \$2,735 is the employer portion of PERS and \$2,078 is the cost of the benefits and is included in the budget. The annual cost of this position is \$185,268, of which \$122,952 is salary, \$29,336 is the employer portion of PERS and \$32,980 is the cost of benefits.

E. 2016-17 Tax Rates

Departments: Finance

Establish the 2016-17 Tax Rates on the Secured Roll.

Recommended Action: Approve and authorize the Chairman's signature on proposed Resolution No. R16-_____ establishing the 2016-17 tax rates on the secured roll.

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

F. 2016-17 Appropriations Limit

Departments: Finance

Establish the 2016-17 Appropriations Limit.

Recommended Action: Approve and authorize the Chairman's signature on proposed Resolution #R16-___ establishing the 2016-17 Appropriations Limit and making other necessary determinations for the County and for those special districts governed by the Board of Supervisors that are required to establish appropriation limits.

Fiscal Impact: None

G. Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 7/31/2016.

Recommended Action: Approve the Treasury Transaction Report for the month ending 7/31/2016.

Fiscal Impact: None.

H. Out Of State Travel - Behavioral Health

Departments: Behavioral Health

Mono County Behavioral Health has a variety of mandates required through Health Care Reform; one is to continue to increase the capacity of our Electronic Health Record system (EHR). Ms. Martin is the lead in this project for Mono County Behavioral Health. By attending this conference, Ms. Martin will become proficient in the new system and be able to train MCBH staff as needed; this will reduce the cost of using Echo Group trainers and support for implementation and use of the new system.

Recommended Action: Approve out of state travel for Mono County Behavioral Health employee, Shirley Martin, to attend the Echo Group, Peer to Peer v. 14 Conference, in Portsmouth, New Hampshire – October 16 – 19, 2016. There will be travel days on each side of the conference.

Fiscal Impact: There is no fiscal impact to the Mono County General Fund. Registration \$437.50; Hotel \$618.00; Airfare (at current rate) \$500.00; Per Diem dinners @ 4 = \$100.00; rental car and parking fees \$300.00. Total \$1,955.50. MCBH has budgeted this in its travel expenses funding.

I. Reappointment of Stacey Adler, PhD, to Mono First 5 Commission

Departments: Clerk of the Board

The First 5 Mono County Executive Director requests the Mono County Board of Supervisors reappoint Stacey Adler, PhD, to serve a subsequent three-year term on the First 5 Commission, expiring July 31, 2019. This item is sponsored by Chairman Fred Stump.

Recommended Action: Reappoint Stacey Adler, PhD, to serve a subsequent three-year term on the First 5 Commission, expiring July 31, 2019.

Fiscal Impact: None.

J. AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #16-10377 for July 1, 2016-June 30, 2019

Departments: Health Department

Proposed contract with California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) pertaining to the AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #16-10377.

Recommended Action: Approve County entry into the AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #16-10377 and authorize the Director of Public Health's signature to execute said contract on behalf of the County including minor amendments that may occur in the 3-year contract period of July 1, 2016-June 30, 2019 with approval as to form by County Counsel.

Fiscal Impact: There is zero fiscal impact to the County.

K. Ordinance Authorizing the Use of Certain Unpaved County Roads for the 2016 Sierra Safari Off-Highway Vehicle Event

Departments: CAO, Public Works

Proposed ordinance designating certain unpaved county roads throughout the unincorporated area of Mono County as roughly graded roads within the meaning of Vehicle Code section 38001 for the purpose of facilitating the short-term use of those roads for the 2016 Sierra Safari Off-Highway Vehicle Tour.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: Public Works staff time to set up "Special Event" signs.

8. CORRESPONDENCE RECEIVED

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

A. News Release from US Fish & Wildlife re: Three Sierra Amphibians

Departments: Clerk of the Board

News release dated August 25, 2016 from the US Fish and Wildlife Service regarding the Critical Habitat Designated for Three Sierra Amphibians in Mono County.

9. REGULAR AGENDA - MORNING

A. IFTM Top Resa Travel Tradeshow, Sept. 20-23, 2016

Departments: Economic Development

10 minutes (5 minute presentation; 5 minute discussion)

(Alicia Vennos) - Presentation by Alicia Vennos regarding representing the High Sierra Visitors Council at the IFTM Top Resa travel trade show in France, Sept. 20-23, 2016.

Recommended Action: Approve out-of-state travel request for Alicia Vennos to represent Mono County and the High Sierra Visitors Council at IFTM Top Resa travel trade show in France, Sept. 20-23, 2016. Provide any desired direction to staff.

Fiscal Impact: \$1,500 (Budgeted)

B. Out of State Travel Authorization for Kirk Hartstrom

Departments: Information Technology

5 minutes

(Nate Greenberg) - Kirk Hartstrom was selected to participate in a security mentorship program through the Multi-State Information Security & Analysis Center

(MS-ISAC). The kickoff for the mentorship program begins at MS-ISAC's Annual Meeting in San Antonio, TX from October 31 – November 2, 2016.

Recommended Action: Authorize Kirk Hartstrom to travel to San Antonio, TX for the Multi-State Information Sharing & Analysis Center Annual Meeting as part of the Security Mentorship program.

Fiscal Impact: MS-ISAC is paying for travel to and from San Antonio, and accommodations. Mono County will cover travel costs to the local airport and standard per diem rate (\$292.08 total).

C. South County Facility Analysis

Departments: Public Works, Finance, Administration

40 minutes (20 minute presentation; 20 minute discussion)

(Todd Lankenau) - South County Facility Analysis presentation by Todd Lankenau, Managing Partner, Collaborative Design Studios. The presentation will cover the results of Collaborative Design Studio's analysis of the long-term space needs, options, and costs for Mono County facilities in the south County.

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

Fiscal Impact: None.

D. Request for Letter of Interest re: Sierra Center Mall

Departments: Clerk of the Board

30 minutes (15 minute presentation; 15 minute discussion)

(Paul Rudder) - The Sierra Center will request that the Board consider and execute a letter of interest with respect to the redesign and reconstruction of, and addition to, County office space at the Sierra Center, together with a new lease for an extended period of time.

Recommended Action: Receive presentation by Sierra Center Mall, consider executing a letter of interest.

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. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman,

and Dave Butters. 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.

THE AFTERNOON SESSION WILL RECONVENE AFTER CLOSED SESSION IF NECESSARY

12. 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.)

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on August 9, 2016.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Draft minutes 8-9-16</p>

History

Time	Who	Approval
9/7/2016 5:17 PM	County Administrative Office	Yes
9/8/2016 3:05 PM	County Counsel	Yes
9/7/2016 2:58 PM	Finance	Yes



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

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

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

**Regular Meeting
August 9, 2016**

Flash Drive	#1027
Minute Orders	M16-169 to M16-172
Resolutions	R16-57-R16-62
Ordinance	ORD16-06 NOT USED

9:03 AM Meeting Called to Order by Chairman Stump.

*Supervisors Present: Alpers, Corless, Fesko, Johnston, and Stump.
Supervisors Absent: None.*

*Break: 10:45 a.m.
Reconvene: 10:55 a.m.
Closed Session: 12:30 p.m.
Reconvene: 1:15 p.m.
Break: 2:18 p.m.
Reconvene: 2:28 p.m.*

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

Pledge of Allegiance led by Supervisor Fesko.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Gary Nelson, Mono City homeowner:

- Comments on Inyo National Forest plan, Mono City in particular. His letter to the Board is included in the Additional Documents section of the website.

Note

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

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

Board reports have been suspended in the interest of time.

Supervisor Stump:

- Very grateful to staff for all their efforts during the evacuation of Swall Meadows this weekend due to the fire.

5. COUNTY ADMINISTRATIVE OFFICE

CAO report is being suspended in the interest of time.

6. DEPARTMENT/COMMISSION REPORTS

Barry Beck:

- Reintroduced Aimee Brewster as our new Assistant Assessor.

Aimee Brewster:

- It feels good to be home. Excited to be back; looking forward to it.

7. CONSENT AGENDA

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

A. Hiring Variance Request - Public Safety Officer II

Departments: Sheriff

Request for variance from Mono County Personnel System, Section 080 – Salary Upon Hire, policy to allow the Mono County Sheriff’s Office to hire one qualified, lateral Public Safety Officer (PSO) II at “C” step.

Action: Approve the requested variance of Mono County Personnel System, Section 080 – Salary Upon Hire, policy.

Fesko moved; Corless seconded

Vote: 5 yes; 0 no

M16-169

B. USGS Joint Funding Agreement FY2017 and Agreement with Ormat

Departments: Community Development

Proposed contracts with USGS and Ormat pertaining to geothermal well monitoring

Action: Authorize Community Development Director to sign the United States Geological Survey (USGS) Joint Funding Agreement (JFA) 17WSCA600095610 and the 2017 agreement with ORMAT to fund the Long Valley hydrologic monitoring program for fiscal year 2017.

Note

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

Fesko moved; Corless seconded

Vote: 5 yes; 0 no

M16-170

C. Assessor's Office Reallocation

Departments: Assessor

Proposed resolution #R16-57, A Resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to eliminate one Appraiser II position and add one Appraiser Aide position in the Assessor Department. Salary ranges as follows: Appraiser Aide (\$4,008 - \$4,871 per month) and Appraiser II (\$4,764 - \$5,791 per month).

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

Fesko moved; Corless seconded

Vote: 5 yes; 0 no

R16-57

D. Resolution for Mono Arts Council Grant Application

Departments: CAO

Proposed Resolution Designating Mono Council for the Arts as the Local Partner for the California Arts Council's State-Local Partnership Program (SLPP) and Supporting Mono Council for the Arts' 2016-17 SLPP Grant Application.

Action: Approve Resolution #R16-58, Designating Mono Council for the Arts as the Local Partner for the California Arts Council's State-Local Partnership Program (SLPP) and Supporting Mono Council for the Arts' 2016-17 SLPP Grant Application.

Fesko moved; Corless seconded

Vote: 5 yes; 0 no

R16-58

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are located in the Office of the Clerk of the Board, and are available for review.

A. Letter from County of Inyo Re: California Water Commission

Departments: Clerk of the Board

Correspondence received from the Board of Supervisors, County of Inyo, regarding their communication to the California Water Commission.

Supervisor Johnston:

- A very well written letter, the logic is prevalent. Appreciates their work.

Supervisor Stump:

- Decision won't be finalized until December; the Big Pine Tribe letter seems to have carried more weight.

Supervisor Corless:

- Wants an opportunity to support the item with a follow up letter.

Note

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Steve Kerins:

- He attended the meeting, thinks it's less than likely the Water Commission will consider this plan for the basin. Can draft a letter, can have it on the agenda in the future.

B. Thank You Note from the Benham Family

Departments: Clerk of the Board

Thank you note from the Benham Family.

9. REGULAR AGENDA - MORNING

A. Comments on the Inyo National Forest Plan Revision & Draft Environmental Impact Statement

Departments: Board of Supervisors, CDD, Economic Development

(Wendy Sugimura) - Discussion of comments to submit on the Inyo National Forest Plan Revision and Draft Environmental Impact Statement (DEIS).

Action: 1. Review initial comment areas and provide direction to staff. 2. Direct staff to bring a final comment letter for Board consideration to the August 16 meeting, or authorize the CAO to sign and send a final letter based on Board direction.

***Chairman Stump gave the lead on this item to Vice-Chairman Corless.*

Note: The information below is a summary of what occurred at the meeting. This item is very detailed and complex generating a lot of discussion. To hear this item in its entirety, please view the video on our website at <http://www.monocounty.ca.gov/meetings>

Wendy Sugimura:

- Handed out an outline. Will be included in Additional Documents section on the website.
- There is not a lot of language in the plan specific to adjustments or land trades. It is more focused on the types of land they seek to acquire, not the process.
- Is not sure if the wild and scenic river designation places restrictions, can look it up.
- Assumes historical sites are included within the cultural section of the document.
- The County will have another opportunity to ask whether the recommended designation requires the Forest Service to manage the land as wilderness. Deb Schweitzer will be attending future meetings and we can ask her.
- Based on her experience with sage grouse, federal agencies have said they cannot advocate for funding on their behalf.

PUBLIC COMMENT MADE BY THE FOLLOWING INDIVIDUALS:

Fran Hunt, Sierra Club
Richard Hihn
Wilma Wheeler
Pam Kobylarz
Sam Roberts: President of Board of Friends of Inyo
Vern Clevenger
Rich Boccia, Mammoth Lakes Recreation
Lisa Cutting, Mono Lake Committee
Margie Verbine
Deborah Lurie

Note

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Walt Hoffman

Board discussion:

Supervisor Stump:

- Wild and scenic designation supports the recommendation of Sierra Club and Mono Lake Committee.
- Rock Creek Fire was started by an illegal campfire. Invasive species work needs to be emphasized along the habitat community.
- Logging was brought up. Used to be logging in the 70s. The timber here is not high value, slow growth rate here.

Supervisor Johnston:

- This year is 100th anniversary of National Park Service. A bit dismayed at Town's position, he understands that TOT is important, but is not the only priority. They know Mono County is wild by nature. He likes alternative C but problem is limited funding. Noted that OHV doesn't allow the rider to hear the birds or the silence... "wild by motor" is not our motto.
- Thinks there should be emphasis on the Forest Service doing a Carrying capacity analysis every few years. Crux of what's being done in Yosemite.
- We need to take a strong stand on how much areas we need. If we don't, it'll be lost forever. Request as much as we can get now.

Supervisor Fesko:

- Happy to see everyone come out. Didn't hear any opposition to the majority opinions. Government agencies treat it as wilderness areas, adding areas will be treated as wilderness. Wilderness in the northeast had a fire, and they were not able to go fight that with any means. The number of dead trees on the west side are coming here too, which is a huge fire management problem. Agrees with the Town.

Supervisor Alpers:

- Trying to stay in policy level, trying to not get in the weeds. Supports alternative B and what other supervisors have said. Supports adding wilderness designations. People have a tremendous affinity for the past, interpretive value. Going from trying to tame the west to trying to save the west.

Supervisor Corless:

- In a fortunate position to be able to debate these issues and be stewards for these lands. Hears the board asking to add areas to alternative B. Heard support for other citizens' proposed areas: Dexter, Horse Canyon, Excelsior. Thinks we need additional areas added to alternative B. Comfortable recommending specific areas, but feels the public outreach part was bad. Newer maps were released only a few months ago, didn't give people a chance to investigate. Supports recommendations put forward for wild and scenic rivers.
- Agrees with TOML and Mammoth Lakes Recreation around desired conditions for our recommended wilderness area. Need mgmt practices to meet those conditions. Also add the concept of considering other spec designations.
- She is hearing to recommend the 4 areas, work on boundary adjustments, wild and scenic rivers citizens recommendations, meeting desired conditions of management of existing wilderness area.

Wendy Sugimura has noted the agreement among the board for specific recommendations in each of the areas of the document.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Sheriff Braun:

- Fires are well contained. Clark fire is 85% contained, 8,219 acres. Started Thursday morning. Some wind, fought by dipping into pond at old Alpers Ranch.
- Rock Creek Fire was human caused on Friday. 122 acres, concern for Swall Meadows. Swall Meadows was evacuated as precaution. No homes were lost, now at 95% contained.

Note

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- Small fire on Hwy 167 was out quickly, also human caused. Lee Vining FD took care of it.

Supervisor Corless:

- Would like to get a thank you card out to the church and the lodge that helped with sheltering displaced residents of the Rock Creek Fire.

B. CARB Compliance Options - 2016

Departments: Public Works - Road

(Jeff Walters) - Mono County is required by the California Air Resources Board (CARB) to comply with its diesel emissions regulations for the county's fleet of diesel powered on-road and off-road heavy equipment. Public Works has developed options with associated costs and compliance dates.

Action: Hear staff report regarding options for compliance with California Air Resource Board's diesel emission regulations. Provide any desired direction to staff.

Jeff Walters:

- Went through his staff report for the Board, explained why specific vehicles are or are not considered exempt. There are two different options before the Board.
- Both plans involve replacement, maintenance, etc.
- Recommends utilizing Option 1 as long as possible, addressing the ever-changing circumstances with the machinery.

Supervisor Fesko:

- Remembers 4 years ago, the cost was up at \$26m, happy to see it much less now. Questions regarding the use of Carl Moyer funds versus using the cost to replace as a part of CARB compliance numbers.

Janet Dutcher:

- We are talking about replacing an aging fleet, which we should have a plan for. Can borrow from pool, but there are other stakeholders. In 5 years it has to be paid back, have to figure out how to make payments; we still have to identify a funding source. Not sure if our budget has the elasticity to absorb another payment.

Supervisor Johnston:

- The Treasury Oversight Committee has okayed this. Option to spend \$362k this year, it has to come from somewhere, with a bigger hit to the general fund.

Board Consensus to continue with Option 1.

Leslie Chapman requested to hear item 13a next because of staff in attendance.

C. County Comprehensive Facilities Plan

Departments: Public Works

(Joe Blanchard) - Annual Capital Projects Workshop

Action: 1. Discuss the Mono County Public Works Project Approval policy using the flow chart, project approval process, and project request form. 2. Review staff recommendations and accept prioritization of projects 2016/2017 budgeted work plans or reprioritize and accept changes.

Joe Blanchard:

- Went through the staff report for the Board.

Supervisor Alpers:

- Thank you for the work on Mono Lake Park.

Note

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Supervisor Fesko:

- Very nice to see things being accomplished.
- Sees how the perception could be that #1 would come before #3. Numbered items don't mean that's the order of priority. Should be left up to staff to manage the projects and make decisions on priorities.

Supervisor Corless:

- Appreciates the process and documentation. Not totally clear on some things, sees some small things versus larger things. Is each project comprehensive, or are we seeing this list because, for example, because simply putting in a fire ring is easy to check off the list, versus the Davison house development and analysis? Can the priorities also reflect the complexity of the project? May need a bit more detail.

Supervisor Johnston:

- We finally have a great list we've never had before.

Leslie Chapman:

- The list is just what's been through the project, a conceptual list. The process for projects will be flushed out by the group. Priorities are given to safety, or grant funding, or expiring leases, for example. Many factors come into play. We have lots of outside forces that are lobbying for certain projects, but our staff can look at the complete list of projects and see what's important.

Supervisor Stump:

- This is a much better list than 2 years ago, and can see how the process can work.

D. SCE Title 24 Lighting Project

Departments: Public Works

(Peter Chapman) - Southern California Edison's On-Bill Financing program for energy efficiency lighting upgrades.

Action: Approve moving forward with Southern California Edison's On-Bill Financing for energy efficiency upgrades and direct staff to obtain contractual agreements to be presented to the Board for approval at a later date. Provide any desired direction to staff.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-171

Peter Chapman:

- Went through his staff report for the Board.

10. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**
No one spoke.

11. **CLOSED SESSION**
No closed session items were discussed at this meeting.

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of

Note

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

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.

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

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

13. **REGULAR AGENDA - AFTERNOON**

A. **Child Support Awareness Month Proclamation**

Departments: CAO

(Susanne Rizo, Regional Director/Attorney, Eastern Sierra Child Support Services) - Proclamation declaring August 2016 Child Support Awareness Month in Mono County.

Action: Approve the Proclamation declaring August Child Support Awareness Month in Mono County.

Corless moved; Fesko seconded

Vote: 5 yes; 0 no

M16-172

Suzanne Rizo:

- Boards throughout the State adopt August as Child Support Awareness Month.
- Donate for backpacks: They have collected 156 so far, expect 200. Their Mammoth office is the place to drop off backpacks at 126 Old Mammoth Rd above Good Life Café.

B. **Tax Sale of Tax-Defaulted Property**

Departments: Finance

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

Action: Approve Resolution #R16-59, A Resolution of the Mono County Board of Supervisors approving the sale of tax-defaulted property subject to the power of sale.

Alpers moved; seconded

Vote: 5 yes; 0 no

R16-59

Gerald Frank:

- This would be an internet sale in November, 112 are timeshare parcels. Minimum bids on all parcels is \$914,185. Reoffer sale sometime in January.
- All parcels are 5 years in tax default or more. Every year a notice is sent to owner. Before the sale, parties of interest letters are sent, and title searches are completed to make sure all

Note

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parties are noticed.

C. CCP-AB109 Recommended Budget

Departments: Probation

(Karin Humiston) - Karin Humiston as Chairperson for the Community Correction Partnership Executive Committee to present the 2016/17 Recommended Budget for the Community Correction Partnership (CCP).

Action: Receive recommended budget funding program activities for the Community Corrections Partnership as submitted by the Community Corrections Partnership Executive Committee, and provide staff direction if desired.

Karin Humiston:

- This is a 5 year plan. Wants to recommend the committee be present on the day the budget is presented to the board. AB109 the BOE made an error this year not to our benefit. Finance suggested we go with 90% of what we thought we'd get. Recommend approval.
- There is no more money coming our way, we need to work within our means. Principal behind AB109 is to reduce our prison population through changed sentencing, pushed more into the communities, probation can supervise. Most of the funds have to go to the supervision of inmates. The Sheriff receives medical costs. Also important to provide DA's office with assistance.
- Other counties are in the same boat, having been short funded by the BOE. Wish the State knew how short they are going to be.

Supervisor Corless:

- The partnership is very important for law enforcement, public safety. Suggests more public outreach. There is a structural deficit in the budget.

Tim Kendall:

- 5 year plan will dictate the spending. In the future with the strategic plan and realignment, our goals will become more focused.

Janet Dutcher:

- State law says the Board of Supervisors is the only governing body for county to set budget. The CCP cannot set budget, only sets recommendations. CCP makes programming decision, but does not have the authority over spending.
- Alpine and Sierra Counties are flush with money, other counties don't have the resources to fund all the sections of realignment. Impact of 10% is \$50k per year until resolved.

Sheriff Braun:

- The PSO position deals directly with the AB109 inmates, so is a reasonable request. Aware that funding may not be available in the future to be supplemented by the general fund.

Robin Roberts:

- Has budgeted for a potential decrease in funding, aware it would hit the CCP as well.

Board Consensus is to accept the budget

D. Probation Restructure

Departments: Probation

(Karin Humiston) - Approval of resolutions to amend the allocation list to : Eliminate 4 DPO I/II positions and add 4 DPO I/II/III series positions. Salary ranges are as follows: DPO I, Range 51, \$3,488 - \$4,240; DPO II, Range 55, \$3,575 - \$4,680; DPO III, Range 59, \$3,664 - \$5,166, and Eliminate 1 DPO III position and add 1 DPO IV, salary range 63, \$4,691 - \$5,703, and Eliminate 1 Fiscal and Technical Specialist IV and add 1 Administrative Services Specialist, salary range 69, \$4,535 -

Note

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\$5,513.

Action: Adopt proposed resolution numbers R16-60, R16-61 and R16-62. Provide any desired direction to staff.

Alpers moved; Corless seconded

Vote: 4 yes; 1 no: Johnston

R16-60

R16-61

R16-62

Karin Humiston:

- Went through her staff report and her power point. A copy of the power point is available under the Additional Documents section on the County website.
- Does not feel they can wait for the survey. They cannot handle their current workload with the allocations as they are, too much work for her officers at their current levels.
- If we don't do this, she has an immense amount of work that won't get done. Two PO IIIs cannot handle the workload. The PO II cannot do the work of a III.

Leslie Chapman:

- This cannot go through unless you adopt the budget, it's not part of the rollover budget.
- Will be part of the workshop, will be part of the department requested budget. Not general fund, has a funding source that will be approved with the budget.
- The process to promote any employee is it has to come to HR with evaluation and reasons for person to be promoted to new level. Not required for Board, it goes through HR and CAO.
- Salary survey is one of the goals of HR for next year.
- The negatives she heard were in conjunction with still being on furloughs. Others separately, said not complaining because one department gets lifted up. South county tends to be more positive than north county.
- Amending allocation list is the not the same as promotions.

Janet Dutcher:

- Today is making a transactional decision on allocation list, but cannot be funded until the budget is adopted after the public hearings have been held.

Supervisor Stump:

- Asked for clarification of what positions are being eliminated, what positions are converted, clear up the chain.
- Probation staff is part of the County and they need to recognize that. How does the rest of the county see this? What kind of reaction can we anticipate from the county? These are not automatic raises.

Supervisor Johnston:

- Feels this is out of sync with the budget, it also lacks a salary survey with other counties, not opposed to the I/II/III, but feels out of sync.
- Thinks it's still premature. Doesn't disagree, but wants to hear the budget hearings first. Wants to keep it in context with the rest of the departments. Still wants to see a salary survey. Suggesting a postponement. Salary surveys are too far away. But could get more information. Needs to be in context with other depts.
- Wants to see the report from the State. Wants to see other counties similar in size, their allocations and salaries to compare pay and workloads.

Supervisor Fesko:

- Understands a step or a raise is not automatic, it still has to go thru HR and CAO
- Would like to see salary survey. Wants to make sure we look at this county wide, maybe take a step back.
- Urges staff to move forward with other items of reallocation of staffing as soon as possible so we can make sure we're dealing with all county employees fairly.

Note

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Karin has been instructed to bring in the report from the state.

Special meeting on Thursday in Suite Z at 9 am

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD
No one spoke.

ADJOURN at 4:20 pm

ATTEST

FRED STUMP
CHAIRMAN

HELEN NUNN
SR. DEPUTY CLERK



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Special Meeting held on August 11, 2016.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Sp Draft Mins 08-11-16](#)

History

Time	Who	Approval
9/8/2016 5:19 AM	County Administrative Office	Yes
9/7/2016 9:32 AM	County Counsel	Yes
8/24/2016 10:26 AM	Finance	Yes



DRAFT MEETING MINUTES

BOARD OF SUPERVISORS, COUNTY OF MONO

STATE OF CALIFORNIA

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd.,
Suite Z, Mammoth Lakes, CA 93546

Special Meeting

August 11, 2016

9:00 AM Meeting Called to Order by Chairman Stump.

Supervisors Present: Alpers, Corless, Fesko, Johnston and Stump.
Supervisors Absent: None.

Break: 10:26 a.m.
Reconvene: 10:44p.m.
Lunch: 12:23 p.m.
Reconvene: 1:30 p.m.
Break: 3:01 p.m.
Reconvene: 3:12 p.m.
Adjourn: 4:57 p.m.

Pledge of Allegiance led by Supervisor Corless.

Chairman Stump:

- Introduced Supervisor elect Bob Gardner, in attendance at today's meeting.

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

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD
No one spoke.

2. AGENDA ITEMS

A. [Strategic Planning Update](#)

Departments: CAO (Leslie Chapman, Megan Mahaffey) - Receive update about the 2016/2017 focus areas supported by the 2015 Mono County Strategic Plan Framework.

Note

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Action: None.

Leslie Chapman:

- Gave brief introduction to today's meeting/agenda, how process would go.
- Not deciding a budget today.
- Each Department will have a chance to speak to the board about their department's needs.

Megan MaHaffey (power point will be posted online):

- Strategic Plan adopted in 2015
- Since framework adopted, struggled with how do we get to this Best Mono Imaginable
- There was a mid-year budget update
- Strategic Planning Tool
- In March, 2016 held a Board Workshop which produced the following focus areas:
 - Collaborative Solutions
 - Economic Base
 - Environmental Sustainability
 - Infrastructure
 - Public Safety
 - Mono best place to work
- Produced One Page Summary of Collaborative Solutions:
 - Economic Base
 - Infrastructure
 - Public Safety
 - Environmental Sustainability
 - Mono Best Place to Work
- Next Step: Create Measurements to track progress:
 - Promote a strong diverse economy
 - Protect natural resources & enhance public access
 - Understand & address community needs
 - Embrace and reward innovation
 - Effectively use resources
 - Workforce, workplace, wellness
 - Strengthen county culture

General Supervisor Comments/Discussion:

- Need to address negative effects of wildlife on people, not just the other way around.
- Thinks the one page summary is well put together and makes things easily understandable.
- General Discussion about term "Rech-Tech" and enhancing it a little. (Megan to alter language on summary page.)
- Department of Public Health, Community Wellness issue – not well represented by summary sheet. Discussion on ways to address. May need another collaborative solution?

Janet Dutcher:

- Finance and HR are not necessarily goal driven on strategic plan but without them all goals IN strategic plan could not be accomplished.

General Comments/Questions by following Public Member(s):

- John Peters

Leslie Chapman:

- She thinks issues Lynda Salcido is concerned about could be addressed under Public Safety.
- She cautions against changes to Strategic Plan unless it's done right now; she wants to see Department's focus on set areas for a year.
- She doesn't want to lose sight of amazing work done by departments; there is a lot going on.

B. Budget Workshop

Departments: CAO, Finance

Note

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(Leslie Chapman, Janet Dutcher) - Overview of the FY 2016-17

Department Requested Budget presented by Janet Dutcher with subsequent discussion about each department's work plan and budget details, along with input from departments and opportunity for the Board to ask questions, consider alternatives and provide input into the FY 2016-17 final budget. Budget workshop documents can be accessed online by following this link:

<http://www.monocounty.ca.gov/auditor/page/2016-17-budget-workshop>

Action: None.

Janet Dutcher (power point to be posted on the web):

- She introduced new terms; ongoing work effort between Finance, Departments and the Board.
- Gave overview of the budget process; definition and framework: What, How, Do It, Did We?
- Budget Formula: current vs. proposed.
- Revenue: \$64,492,000; Expenditures: \$70,325,000; Carryover: (\$5,833,000).
- General Fund Discussion; Spending.
- Department Requested (budget deficit): (\$4,320,000); Carryover Available for Spending: \$3,807,000; BUDGET IMBALANCE: (\$513,000).
- Discussion of balancing strategies.
- Next steps: CAO recommended budget, publish budget (8/26), public hearings (9/6-7), adopt budget.
- One time vs. ongoing expenses: not that we can't identify them, it just currently takes a lot of time. A matrix will be created to help make this process easier.

Leslie Chapman:

- Gave explanation of carryover amounts and how furloughs affected this year's budget.
- We are seeing an economic recovery after saving for a couple years – we're in a juncture to do better planning, start earlier, and start working on inverted pyramid.
- As economy improves, gives flexibility as far as precision. If you stick true to budgeting principles and using pyramid – better able to weather the storm.
- Discussion about Town Hall meetings – gave overview of what happened at meetings. Although not well attended, there were still a lot of great ideas generated.
- Discussion about Coffee with CAO (both Mammoth and Bridgeport) – they had good comments, suggestions and ideas.
- Money game summary.

Supervisor Stump:

- Asked about carryover projects.
- Furlough questions; doesn't want to be frivolous about any savings generated by these. The employees gave a lot.

Supervisor Johnston:

- Asked about vehicle/transportation.
- General public complaint: unfunded liabilities. However, Mono County is on top of these liabilities.

Supervisor Fesko:

- At some point we hope to not need the \$3,800,000 to balance the budget; may take several years.
- Responsible thing is to not assume that our economy will keep improving indefinitely.

DEPARTMENT PRESENTATIONS:

- Each department gave overview of their requested 16-17 budgets, incorporating their work plans and how it links back to strategic focus areas.
- If applicable, departments gave explanations if budget unit's net cost increased significantly over the amended 2016 budget.
- Supervisors made general comments; asked questions.

Note

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

SPECIAL DRAFT MEETING MINUTES

August 11, 2016

Page 4 of 5

For specific details/comments given for any one department, please refer to video which will be posted to <http://www.monocounty.ca.gov/meetings> upon the conclusion of the meeting.

1. Social Services – Kathy Peterson
 - Speakers: Robin Roberts, Supervisors
2. Behavioral Health – Robin Roberts
 - Speakers: Tim Kendall, Supervisor Johnston, Supervisor Corless, Bob Gardner,
3. Public Health (and paramedics) – Lynda Salcido
 - Speakers: Louis Molina, Bob Rooks (for medics), Supervisor Johnston, Supervisor Stump,
4. Animal Control – Angelle Nolan
 - Speakers: Supervisor Johnston, Supervisor Fesko
5. Public Works – Jeff Walters
 - Speakers: Paul Roten, Joe Blanchard, Supervisor Johnston, Peter Chapman, Leslie Chapman, Janet Dutcher, Supervisor Stump, Tony Dublino
6. Sheriff – Ingrid Braun
 - Speakers: Supervisor Fesko, Janet Dutcher, Supervisor Johnston
7. District Attorney – Tim Kendall
 - Speakers: Supervisor Johnston
8. Probation – Karin Humiston
 - Speakers: Supervisor Corless
9. Assessor – Barry Beck
 - Speakers: Supervisor Fesko, Supervisor Johnston, Supervisor Stump
10. Clerk-Recorder – Bob Musil
 - Speakers: Supervisor Corless, Supervisor Johnston, Bob Gardner
11. Community Development – Scott Burns
 - Speakers: Supervisor Johnston
12. Information Technology – Nate Greenberg
 - Speakers: Supervisor Johnston, Bob Gardner, Supervisor Stump
13. Economic Development – Alicia Vennos (THIS PRESENTATION WAS SKIPPED)
14. County Counsel – Stacey Simon
 - Speakers: Supervisor Stump
15. Finance – Janet Dutcher
 - Speakers: Supervisor Johnston, Jane Dutcher, Leslie Chapman, Supervisor Fesko
16. CAO – Leslie Chapman
 - Speakers: Dave Butters, Jay Sloane, Supervisor Corless,

NEXT STEPS:

- Gap needs to be cut; need to use some of the strategies that Janet showed previously.
- Budget team will go back through departments and do some nitpicking.
- Going to come back to Board with balanced budget on September 6th.
- Asked Board to review Policy Items and decide what they can/can't live with.
- Will ONLY have budget hearings on agenda.

ADJOURN: 4:57 p.m.

ATTEST

FRED STUMP
CHAIRMAN

Note

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

SHANNON KENDALL
ASSISTANT CLERK OF THE BOARD



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on August 16, 2016.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Draft Mins 08-16-16</p>
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History

Time	Who	Approval
9/7/2016 5:10 PM	County Administrative Office	Yes
9/7/2016 9:35 AM	County Counsel	Yes
9/7/2016 3:08 PM	Finance	Yes



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

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

MEETING LOCATION Mammoth Lakes BOS Meeting Room, 3rd Fl. Sierra Center Mall, Suite 307,
452 Old Mammoth Rd., Mammoth Lakes, CA 93546

**Regular Meeting
August 16, 2016**

Flash Drive	On Portable Recorder
Minute Orders	M16-173 to M16-180
Resolutions	R16-63
Ordinance	ORD16-06 NOT USED

9:02 AM Meeting Called to Order by Chairman Stump.

*Supervisors Present: Alpers, Corless, Fesko, Johnston, and Stump.
Supervisors Absent: None.*

Chairman Stump mentioned that he'd be moving Board Reports to a later time; he also mentioned that Supervisor Alpers would be leaving at 3:00 p.m. today to attend RCRC meeting.

*Break: 10:15 a.m.
Reconvene: 10:25 a.m.
Closed Session: 12:10 p.m.
Reconvene: 1:05 p.m.
Break: 3:00 p.m.
Reconvene: 3:11 p.m.
Adjourn: 4:38 p.m.*

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

Pledge of Allegiance led by Scott Burns

Note

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1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD
No one spoke.

2. **APPROVAL OF MINUTES**

- A. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting held on July 19, 2016.

Corless moved; Fesko seconded

Vote: 5 yes; 0 no

M16-173

- B. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting held on August 2, 2016.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M16-174

3. **RECOGNITIONS**

- A. American Planning Association Award

Departments: Community Development

Presentation of California Central Section American Planning Association award plaque for Mono County Resource Efficiency Plan.

Action: None (receive award).

Scott Burns:

- Introduced award.

Rob Terry (Professional Development Officer, Central Section CA AP):

- Here to present award for Resource Efficiency Plan.
- Award presented to Wendy Sugimura of Community Development; photo taken.

Supervisor Corless:

- Would love to follow up with him to support his position at the Planning Association.
- Congratulations to Community Development Department.

4. **BOARD MEMBER REPORTS – IN THE INTEREST OF TIME, BOARD REPORTS WERE DEFERRED TO THE SEPTEMBER 6TH MEETING.**

5. **COUNTY ADMINISTRATIVE OFFICE – IN THE INTEREST OF TIME, CAO REPORT WAS DEFERRED TO THE SEPTEMBER 6TH MEETING.**

6. **DEPARTMENT/COMMISSION REPORTS – IN THE INTEREST OF TIME, REPORTS WERE DEFERRED TO THE SEPTEMBER 6TH MEETING.**

Note

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7. **CONSENT AGENDA**

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

A. **Request for Authority to Hire at Salary Step E**

Departments: Social Services

Request by Department of Social Services to fill a Social Worker Supervisor I position at Step E.

Action: Authorize Director of Social Services to fill a Social Worker Supervisor I position at Step E.

Corless moved; Alpers seconded

Vote: 5 yes; 0 no

M16-175

B. **Proposed Letter to California Water Commission re: Owens Valley Groundwater Basin Boundary Modification**

Departments: County Counsel

Proposed letter to California Water Commission in support of Inyo County's proposed basin boundary modification under the Sustainable Groundwater Management Act ("SGMA"), seeking subdivision of basin into Owens Valley and Tri-Valley sub-basins.

Action: Approve proposed letter to California Water Commission; authorize Supervisor Stump, as Chair, to sign and send on behalf of Mono County and its Board of Supervisors.

Corless moved; Alpers seconded

Vote: 5 yes; 0 no

M16-176

Supervisor Stump:

- Told County Counsel that the letter was well written.

8. **CORRESPONDENCE RECEIVED (INFORMATIONAL)**

All items listed are located in the Office of the Clerk of the Board, and are available for review.

A. **Application for ABC License by Big Rock Resort**

Departments: Clerk of the Board

Application for ABC License by Big Rock Resort, LLC in June Lake.

B. **Letter from BLM re: Bodie Hills Sagebrush Restoration**

Departments: Clerk of the Board

Letter from the Bureau of Land Management dated July 29, 2016 regarding three proposed sagebrush habitat restoration units in the Bodie Hills.

Note

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

C. Letter from Wildlife Conservation Board re: Wheeler Ridge

Departments: Clerk of the Board

Letter and agenda from the Wildlife Conservation Board dated August 1, 2016 regarding the Wheeler Ridge, Expansion 5, land acquisition program.

9. REGULAR AGENDA - MORNING

A. Mono Lake Update

Departments: CAO

(Geoffrey McQuilkin, Executive Director, Mono Lake Committee) - Presentation by Geoffrey McQuilkin, Executive Director of the Mono Lake Committee will present an update on the impacts of the drought on the Mono Lake water level, water exports to Los Angeles and the land bridge.

Action: None.

Geoffrey McQuilkin (power point, to be posted to web after meeting):

- Gave overview of what he was going to be talking about

2016 Mono Lake Update:

- Showed various images of Mono Lake and wildlife.
- Discussion about aquaduct.
- Drought discussion/lake elevation.
- Lake level/drought in context.
- Water Board decision discussion.
- Spoke about upshot for next year.
- How lake gets measured each year.
- Long term strategies.
- Future warmer temperatures shift the timing of snowmelt.
- Climate Adaption Strategies.
- Aquaduct Infrastructure.
- Comment period September 2016 – revision of LADWP export licenses to maximize stream restoration.

General Questions asked by Supervisors; they said that if he ended up needing comments from the board to contact Leslie Chapman.

B. Friends of the Inyo -Trail Maintenance Project Report

Departments: Economic Development/Community Development

(Laura Beardsley, Executive Director, Friends of the Inyo) - Presentation by Laura Beardsley, Executive Director of Friends of the Inyo regarding the 2016 Trails Maintenance Project, partially funded through Mono County.

Action: None.

Laura Beardsley (Friends of the Inyo)

Mono County Trails (power point, to be posted to web after meeting):

- 2016 Trails Maintenance
- Community Volunteer Days (Mono Basin/June Lake)
- Other projects in Mono County
- Over \$100,000 spent on trail projects
- Plans and Potential Work

Note

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

General questions/comments made by Supervisors.

C. Economic Development/Tourism Presentation

Departments: Economic Development

(Alicia Vennos, Jeff Simpson) - Presentation by Economic Development staff regarding highlights of Mono County Economic Development, Tourism and Film Commission programs in 2015-16, as well as upcoming projects.

Action: None.

Alicia Vennos:

- Introduced members of the Tourism Commission.
- Explained budget units.
- Focusing on business retention.
- Excited about collaborative solutions within Mono County's Strategic Plan.

Mono County Economic Development/Tourism & Economic Development

Power point (to be posted on the web after meeting):

- Partnerships and Boards
- TOT by Year (passed \$3 million for first time)
- Tourism Marketing Funding
- Main goal continues to be Business Retention and Expansion
- Explained budget is mostly status quo

Liz Grans:

- Projects and highlights:
 - Monocounty.org
 - Booking.com
 - New Website in the works to update/improve what they already have
 - Social Media
 - Newsletter
 - Visitor Guide & Collateral
 - Tradeshows
 - Advertising
 - Television Advertising
 - Public Relations
 - Fam Trips
 - Description of Tourism Partners
 - Gave crash course of Mono County to Visit California, very worthwhile
 - Community Event Marketing Fund (went over how the \$20,000 given by the BOS was spent)
 - Historical Societies Grant Fund (\$6000 given by BOS, how it was spent)
 - California State Fair
 - Tourism Goal

Jeff Simpson:

- What is Economic Development?
 - Video shown sharing life of a business owner in Mono County.
- Business Attraction
 - Went over newer businesses in Mono County.
- Business Retention and Expansion
 - Current Business Resources.
- State of the County
 - Video shown about businesses that started up in our county.

Supervisors Comments:

Supervisor Fesko:

- Still working on/interested in getting additional monies for the Economic Development Department.

Note

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

- Maybe where all three circles intersect on the Business Builder Kit 2016 logo would be “Mono County”.

Supervisor Alpers:

- Encourages the interface between the Economic Development Department and potential new business owners.
- Business plan, CPA, come in with homework done.

Supervisor Stump:

- Educational component is needed for staff AND potential business owners.
- The Economic Development Department could attend certain meetings to assist with this.
- Likes the three intersecting circles: life, mountains, work.

Supervisor Corless:

- Very important to tie in maintenance (i.e. Trails, etc) – collaboration extremely important.

Jimmy Little (Chairman, Tourism Commission):

- Thanked Supervisors for supporting group/county department.
- There are still a lot of things out there to incorporate/use to become more sophisticated.
- There’s a lot of what-ifs that have to do with increased capacity that the board may be called upon to help with.

D. Maternal Child & Adolescent Health (MCAH) Agreement Funding Application (AFA) FY 2016-17

Departments: Health Department

(Sandra Pearce) - Proposed contract with the California Department of Public Health (CDPH) Maternal Child & Adolescent Health (MCAH) Program pertaining to the Agreement Funding Application (AFA) for fiscal year 2016-17.

Action: Approve County entry into proposed agreement and authorize the Chairman’s signature on the Agreement Funding Application (AFA)/Update Form for the Maternal Child and Adolescent Health (MCAH) Program for FY 2016-17. Additionally, provide authorization for the Public Health Director to approve amendments and/or revisions that may occur during the contract period, with approval as to form by County Counsel.

Corless moved; Fesko seconded

Vote: 5 yes; 0 no

M16-177

Sandra Pearce (Public Health):

Mono County MCAH Program Power point:

- What is Health?
- Maternal, Child, and Adolescent Health (MCAH)
- California’s MCAH’s Goals
- Mono County MCAH Needs Assessment
- Mono County MCAH Priorities 2014-2019
- MCAH Theoretical Frameworks
- Social Determinants of Health (path to achieving health equity)
- Social Ecological Model / Life Course Perspective
- Local Partnerships and Collaboration
- Goals discussed/projects and programs that relate to goals
- Estimated Return on Investments in Public Health in California.
- Asking for Approval MCAH Funding Agreement

Supervisor Fesko:

- Need better outreach to outlying communities to get the smaller clinics used more, etc.
- Asked how students who are not allowed to take sex education eventually get educated?

Note

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

Do parents have another way to teach their kids?

Supervisor Stump:

- Has heard negative things that Mammoth clinic/hospital staff have said about other county residents and what services they use.
- General belief that Benton residents just use the Bishop services. If this is true, then Mono County Public Health should not claim them.

Supervisor Corless:

- Expanding to outside areas could have far reaching benefits.

E. Contract Award for the Stock Drive Realignment Project

Departments: Public Works

(Garrett Higerd) - Proposed contract with Meyers Earthwork, Inc. pertaining to realignment of approximately 575 linear feet of Stock Drive and Court Street adjacent to the southern property boundary of Bryant Field and reconstruction of the Court Street/State Highway 182 intersection.

Action: Contingent upon the close of escrow of APN 008-111-012-000, and with the extension of any deadlines for performance contained in the Contract Documents by the number of days between August 16, 2016 and the date escrow closes, take the following actions: 1) identify Meyers Earthwork Inc. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize Public Works Director's execution of contract with Meyers Earthwork Inc. for the Stock Drive Realignment Project in an amount not to exceed \$396,550; 3) authorize Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$32,327.50 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M17-178

Garrett Higerd:

- Gave overview of item, number of bids received.
- Explained that escrow hasn't closed on one of the properties.
- Asked that items E and F be postponed at this time.
- There could be a need for a special meeting.

Stacey Simon, County Counsel:

- May need a special meeting due to deadlines.
- This could go onto consent.
- She can look at whether or not we can approve this provisionally.
- Recommends that contract be awarded to Myers construction based on given conditions.

Supervisor Johnston:

- Asked why we couldn't approve this provisionally?

Supervisor Stump:

- Suggested this to go consent
- Early part of next week for special meeting?

F. Temporary Road Closure of a Portion of Stock Drive and Court Street for Road Construction

Note

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

Departments: Public Works

(Garrett Higerd) - Consider and potentially adopt Resolution No. R16-____, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of a Portion of Stock Drive and Court Street for Road and Culvert Construction".

Action: Adopt proposed resolution No. R16-63, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of a Portion of Stock Drive and Court Street for Road and Culvert Construction", as amended.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

R16-63

- Postponed at the request of Garrett Higerd
- After County Counsel and other review by Garrett, asked that the dates proposed on the resolution be amended to 8/29 through 10/14, which extends the timing.

G. Airport Engineering Contract Amendment

Departments: Public Works

(Garrett Higerd) - Amend existing contract with Reinard W. Brandley, consulting airport engineer, to extend contract term to December 31, 2017; adjust scope of work specifically to reflect engineering for the Stock Drive Realignment project; and incorporate other modifications as indicated.

Action: 1) Approve and authorize County Administrative Officer to execute amendment to existing contract with Reinard W. Brandley, consulting airport engineer, extending contract term through December 31, 2017; updating Mr. Brandley's scope of work; making other modifications as indicated in attached "Agreement and Second Amendment", and including any changes deemed necessary by County Counsel to comply with Federal Aviation Administration ("FAA") guidelines, grant requirements, and applicable law. 2) Authorize Public Works Director to approve minor amendments to said agreement through remainder of term as Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

Fesko moved; Corless seconded

Vote: 5 yes; 0 no

M16-179

Garrett Higerd:

- Introduced item.
- This item request extends out to later in the year.
- Not the right time to be switching gears; better to have an amendment to existing contracts.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

There was nothing to report out of closed session.

Note

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

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. 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 - Public Employment - Public Health Director

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

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Names of cases: In re: Walker Basin Water Rights litigation: (1) United States of America, *et al.* v. Walker Lake Working Group, *et al.* (*five cases with this name*); (2) United States of America, *et al.* v. Walker River Irrigation District, *et al.*; (3) United States of America, *et al.* v. United States Board of Water Commissioners, *et al.*; (4) United States of America, *et al.* v. Nevada Department of Wildlife, *et al.* (*two cases with this name*); (5) United States of America, *et al.* v. Walker River Irrigation District, *et al.* (and all related proceedings and/or sub-proceedings)

D. Closed Session - Public Employment - County Engineer

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Engineer.

THE AFTERNOON SESSION WILL RECONVENE AT 1:00 P.M.

12. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

13. **REGULAR AGENDA - AFTERNOON**

A. **Draft Comment Letter on the Inyo National Forest Plan Revision & Draft Environmental Impact Statement**

Departments: Community Development

(Wendy Sugimura) - Consider Draft Comment Letter on the Inyo National Forest Plan Revision & Draft Environmental Impact Statement

Note

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

Action: Allow staff to prepare a final letter based on today's modifications. Approve the Chair to sign final letter for submittal by the August 25 deadline.

Stump moved; Johnston seconded

Vote: 3 yes; 1 no: Fesko; 1 absent: Alpers

M16-180

***Chairman Stump gave the lead on this item to Vice-Chairman Corless.*

Note: The information below is a summary of what occurred at the meeting. This item is very detailed and complex generating a lot of discussion. To hear this item in its entirety, please view the video on our website at <http://www.monocounty.ca.gov/meetings>

Wendy Sugimura:

- Explained item and that letter in packet is only a draft and isn't complete. She was trying to get the bulk of the letter done.
- Review of staff report; overview and explanations.
- Discussion on recreation portion of this.
- Up to Board on how much they wish to dig into certain issues.
- Wendy handed out a checklist of missing information/discussion points for Inyo National Forest Plan Comments (will be posted online as additional documents). Supervisors went through each suggestion on this list and made comments/suggestions/had discussion.

Supervisor Corless:

- If there are basic edits to be made, take a pass at those first and then get into each specific area discussion and allow for public comment as needed.
- Gave several wordsmithing suggestions.
- Made point that ESCOG did not submit its OWN comments.
- Discussion about Planning Commission comments.
- Wild and Scenic River comments.

Supervisor Johnston:

- Not sure why we'd voice support for particular entities but not others.
- Discussion of wilderness vs. recreation, what's most important?
- Asked for clarification from Ingrid and her stance on wilderness vs. recreation.

Supervisor Stump:

- Gave opinions regarding administrative edits.
- Asked about some of Wentworth's suggestions.
- Asked about using different adjectives?

Supervisor Alpers:

- He's satisfied with alternative B – feels we're almost there.
- Trusts Board's judgment with final tweaking.

PUBLIC COMMENT MADE BY THE FOLLOWING INDIVIDUALS:

John Wentworth
Jora Fogg (Friends of the Inyo))
Rich Boccia (Mammoth Lakes Recreation)
Geoff McQuilkin (Mono Lake Committee)
Liz O'Sullivan
Ingrid Braun
Jennifer Rosier
Lynn Bolton
Mark Davis

Note

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

ADJOURN: 4:38 p.m.

ATTEST

FRED STUMP
CHAIRMAN

SHANNON KENDALL
ASSISTANT CLERK OF THE BOARD



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Special Meeting held on August 23, 2016.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Draft Sp Mins 08-23-16</p>

History

Time	Who	Approval
9/8/2016 5:20 AM	County Administrative Office	Yes
9/7/2016 3:13 PM	County Counsel	Yes
9/7/2016 2:59 PM	Finance	Yes



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

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

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

**Special Meeting
August 23, 2016**

Flash Drive	#1002
Minute Orders	M16-181 to M16-182
Resolutions	R16-64 NOT USED
Ordinance	ORD16-06 NOT USED

10:00 AM Meeting Called to Order by Chairman Stump.

*Supervisors Present: Alpers, Corless and Stump.
Supervisors Absent: Fesko and Johnston.*

Pledge of Allegiance led by Supervisor Stump.

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

1. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**
No One Spoke.

2. **AGENDA ITEMS**

A. Comment Letter on the Inyo National Forest Plan Revision & Draft Environmental Impact Statement

Departments: Community Development

Note

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

At its August 16 meeting, the Board gave direction for revisions and edits to a draft comment letter prepared by staff. Further board direction and public input is required before the letter can be finalized.

Action: Approve and authorize the Chair to sign final letter, as updated by Board direction and discussion, for submittal by the August 25 deadline.

Corless moved; Alpers seconded

Vote: 3 yes; 0 no; 2 absent: Fesko, Johnston

M16-181

Note: The information below is a summary of what occurred at the meeting. This item is very detailed and complex generating a lot of discussion. To hear this item in its entirety, please view the video on our website at <http://www.monocounty.ca.gov/meetings>

Stacey Simon:

- Gave background on how water rights function on federal land.
- Recommendation of Mill or Wilson Creek might open door to new challenges to County's water rights: we should propose, even as early in this letter, that there be explicit language that states that this designation does not impact water rights. She says this because statements have been made questioning the County's rights. People challenge that county's water rights are valid, you'd want to preserve water rights and existing uses in legislation.
- Secondly, location of where the diversion is at Mill Creek - there's a second point of diversion further downstream. Board should be clear that any designation should be below both existing diversions, perhaps below highway 395.
- Wilson Creek: there have been comments about this as well about potentially adding it as Wild and Scenic River – effects not just river but uses within a ¼ miles range. That needs to be below county's property on Conway so there's no conflicts with potential grazing. But still possible issue with water quality downstream.
- Getting an extension on time is always better; she's just trying to give information/suggestions today so board could act if they chose to.
- Wendy can't change anything to comment letter based on input received AFTER meeting, however receiving that input (at any time) is still helpful.

Supervisor Stump:

- Asked questions about Wilson Creek.
- Asked public about nutrient issue and its possible affects; do they feel that County Counsel's suggestions would protect the water rights?
- Interrupted public comment to see if anyone joined meeting that might have any comments on the previous item, the June Mountain support letter – seeing none, returned to public comment for this item.

Supervisor Alpers:

- On Conway Ranch, it's pretty cut and dried, herd is right there.
- Feels both streams have tremendous qualities; what about Mono Basin plan and other plans?

Wendy Sugimura:

- For clarification, the Fire in Rock Creek started from a mountain bike spark striking a rock.
- In reference to what County Counsel was saying about Wilson Creek, county has not had a chance to determine (because the staff are not experts) whether or not this type of designation is made. Stacey Simon has done legal research but there are still questions.
- She doesn't feel there's has been enough overall research done to know all answers, implications.

Tony Dublino:

- Wilson Creek – Wild and Scenic?
- Questions came to mind – would we be obligated to keep certain amount of water there?
- Additional water quality standards?

Public Comment Made by the Following Individuals:

Note

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

NORTH COUNTY –

- Dr. John Boynton (summer resident in Mono Basin)
- Geoff McQuilkin (Mono Lake Committee)
- Joe Bellomo (Mono Basin resident)
- Katie Maloney Bellomo (Mono Basin resident)

SOUTH COUNTY –

- Sam Roberts (President, Friends of the Inyo)
- Fran Hunt (Sierra Club)

Supervisor Comments continued:

Supervisor Alpers:

- Thanked everyone for coming; there's a reason so much time has been spent on this.
- We have two streams that have incredible value to them.
- For comment letter, he'd like to add lower reaches of Wilson Creek, have text put in with illustrating reasons.
- Benefit to both streams and basin would be best.

Supervisor Corless:

- Thanked everyone for all time spent on this.
- She'd like to include both streams.
- Acknowledged Ms. Bellomo's idea – heavy lift effort that needs to come, looking place by place. Suggests county convene in groups, etc. creating positive impact to Mono Basin.
- To Stacey Simon: Is it appropriate to have water rights language in letter to help support letter?
- Under Sustainable Recreation (she attended eastern sierra final collaborative meeting), she would love the County to support desired conditions document in general or at least to reference document specifically. Wants to change wording to "Mono County supports the Eastern Sierra Recreation Collaborative's Desired Conditions Document." She would be fine with saying Mono County supports "many of the points" in said document.
- Supervisors Alpers and Stump are ok with letter stating "many of the points".
- Extra thanks to Wendy for her work.

Supervisor Stump:

- On Page 8 remove the very last portion regarding illegal campfire reference about Rock Creek fire.
- State that the Forest Service should maintain summer home tract service.
- Sand Canyon, in South County, is designated as official OHV area; this ties in to request for more intensive management in communities. Need to strengthen language if this area is fire issue.
- He supports including both Creeks in the letter for evaluation *below* two points of diversion acknowledging that process can take awhile. Include water right protection issue.
- Asked if Supervisor Johnston submit comments on this to either Stacey Simon or Wendy Sugimura before meeting (he had not).

LAST COMMENTS:

- **Katie Bellomo:**
 - Drafting suggestion
- **Geoff McQuilkin**
- **Joe Bellomo**

Supervisor Alpers:

- Complimented Stacy Corless for taking the lead on this important issue.

Supervisor Corless:

- Appreciates board's work on this; they've created a little bit of work going forward dealing with certain advocacy issues.

Supervisor Stump:

- Thanked Corless too; appreciates the way she managed first two meetings and the tone.

Wendy Sugimura:

Note

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

Summing up main points to include in support letter:

- Add language relating to Mono County's support for Forest Service to continue existence of summer home tracts (general plan reference).
- Wild and Scenic river – look at language for Mill, adjust and add Wilson Creek.
- Other – local communities, second paragraph, striking last portion about Rock Creek fire and adding pertinent language.
- Note: typo under attachments, number 2 – she'll fix date. Will take liberties at staff level to correct all minor typos and grammatical errors.
- Add Eastern Sierra Recreation Collaborative Document reference by Stacy Corless (Citizen Suggested Desired Conditions document).

B. Support Letter for June Mountain Prop 1 Grant Request

Departments: Board of Supervisors

Sierra Nevada Conservancy – Sierra Nevada Watershed Improvement Program Support Letter for June Mountain/California Trout, Inc. (CalTrout) application for Proposition 1 grant funding.

Action: Approve Chairman's signature on letter for support on June Mountain/California Trout, Inc.'s application for Proposition 1 grant funding, incorporating discussed amendments and proposed changes by Dr. Drew.

Alpers moved; Corless seconded

Vote: 3 yes; 0 no; 2 absent: Fesko and Johnston

M16-182

***This item was taken first at meeting due to staffing obligations.*

Stacey Simon:

- Mammoth Mountain Ski Area, which owns June Mountain, is a "source of income" to Supervisor Corless because she has a community property interest in her husband's salary as an employee of MMSA.
- The grant which is the subject of the letter of support, although paid to CalTrout, would indirectly benefit June Mountain Ski Area by paying for the needed removal of dead and dying trees on June Mountain.
- The legal basis for concluding that there is no alternative source of decision is as follows: Three Board members are present at this meeting and needed to make a quorum and to take action (since three votes are required to approve). There is no board meeting at which a quorum could be obtained without Supervisor Corless within the time frame prior to the deadline for submission of the letter of support – which is August 31.

Supervisor Stump:

- Recommended that he be allowed to sign letter on behalf of the Board.

Supervisor Alpers:

- Julie Brown is new liaison from June Mountain. This issue affects both June Mountain and the community of June Lake, and surrounding areas.

Dr. Mark Drew:

- We have matching funding, grant letter will provide leverage for additional funding. Would appreciate Board's support. Inyo Forest and MMSA will also provide matching funds.

3. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No One Spoke.

ADJOURNED: 11:47 A.M.

Note

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

ATTEST

FRED STUMP
CHAIRMAN

SHANNON KENDALL
ASSISTANT CLERK OF THE BOARD



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Human Resources

TIME REQUIRED

SUBJECT Modification of Public Works
Department Allocation List

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution is to eliminate the Assistant Public Works Director position from the Allocation List and replace with County Engineer position.

RECOMMENDED ACTION:

Adopt proposed resolution #R16-___, a Resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the addition of a County Engineer in the Public Works Department, and the removal of the Assistant Public Works Director from the Public Works Department. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Dave Butters

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

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Resolution](#)

History**Time**

9/9/2016 6:09 AM

9/9/2016 8:21 AM

9/8/2016 4:18 PM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Dave Butters

Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: September 13, 2016

Subject: Modification of Public Works Department Allocation List

Recommendation: Adopt proposed resolution #R16-___, a Resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the addition of a County Engineer in the Public Works Department, and the removal of the Assistant Public Works Director from the Public Works Department. Provide any desired direction to staff.

Background: Garrett Higerd continues to provide the engineering expertise and oversight for Mono County. Additionally, the Public Works Director is not an Engineer. As such, and as provided for in Mr. Higerd's contract, staff is proposing that the Mono County Personnel Allocation List is changed to reflect Mr. Higerd's status as County Engineer.

Fiscal Impact: None for this action

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



RESOLUTION NO. R16-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY
OF MONO LIST OF ALLOCATED POSITIONS TO REFLECT THE ADDITION OF A
COUNTY ENGINEER IN THE PUBLIC WORKS DEPARTMENT**

WHEREAS, it is important for the County of Mono to maintain an accurate, current listing, of County Job Classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications; and

WHEREAS, it is important to for the County to pay close attention to providing public services in the most economical manner which is reasonably possible and this includes meeting public services needs as expeditiously as possible; and

WHEREAS, it is currently necessary to adopted an amended Allocation List of Authorized Positions as part of maintaining proper accountability for hiring employees to perform public services; and

WHEREAS, the List of Allocated Positions, is a vital official record in establishing the Job Classifications and the number of positions authorized for each County Department; identifying approved vacancies for recruitment and selection by Human Resources; determining authorized employee pay rates; and recognizing implementation of collective bargaining agreements related to job classifications and pay rates;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES as follows:

The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following change:

Increase the allocation of County Engineer position to the Public Works Department by 1(total new of 1) (salary range of \$10,094/month).

Decrease the allocation of Assistant Public Works Director in the Public Works Department by 1 (new total of 0) (salary range \$ 8,907).

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//PASSED AND ADOPTED this 9th day of August, 2016, by the following

Vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

By: Fred Stump, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Human Resources

TIME REQUIRED

SUBJECT Employment Contract - Garrett Higerd

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving an employment contract with Garrett Higerd as County Engineer, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Adopt proposed resolution #R16-____, a Resolution of the Mono County Board of Supervisors approving an employment agreement with Garrett Higerd and prescribing the compensation, appointment, and conditions of said employment.

FISCAL IMPACT:

The cost for this position for the remainder of FY 2016-2017 (August 15 to June 30th) is approximately \$178,236 of which \$109,475 is salary; \$26,121 is the employer portion of PERS, and \$42,640 is the cost of the benefits and is included in the approved budget.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 760 932-5413 / dbutters@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Employment Agreement - Garrett Higerd

History

Time	Who	Approval
9/8/2016 5:25 AM	County Administrative Office	Yes
9/7/2016 11:49 AM	County Counsel	Yes
9/8/2016 4:19 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Dave Butters

Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: September 13, 2016

Subject: Employment Agreement for Garrett Higerd as County Engineer

Recommendation: Approve the Employment Agreement of Garrett Higerd as County Engineer for a term of three years from August 15, 2016 to August 15, 2019

Background: Garrett Higerd continues to provide the engineering expertise and oversight for Mono County. He has provided expert guidance and successfully delivered results on a wide variety of projects. The requested increase in compensation is in recognition of his consistent strong performance and his role as Engineer for the County. The Public Works Director does not have an engineering background and as a result Garrett is accountable for the Mono County civil engineering function.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (August 15 to June 30th) is approximately \$178,236 of which \$109,475 is salary; \$26,121 is the employer portion of PERS, and \$42,640 is the cost of the benefits and is included in the approved budget.

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



RESOLUTION NO. R16-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH GARRETT HIGERD AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of Garrett Higerd, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Garrett Higerd. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2016, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: Clerk of the Board Fred Stump, Chair Board of Supervisors

APPROVED AS TO FORM: COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF GARRETT HIGERD

This Agreement is entered into by and between Garrett Higerd and the County of Mono and shall be effective as of the date stated below.

I. RECITALS

Garrett Higerd is currently employed as Assistant Public Works Director for Mono County. The County now wishes to employ Mr. Higerd as the County Engineer on a full-time basis on the terms and conditions set forth in this Agreement. Garrett Higerd wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be August 15, 2016, until August 15, 2019, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Higerd in writing no later than February 15, 2019, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Higerd shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Higerd that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Higerd as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Commencing August 15, 2016, Mr. Higerd shall be employed by Mono County as County Engineer, serving at the will and pleasure of the Public Works Director in accordance with the terms and conditions of this Agreement. Mr. Higerd accepts such employment. The Public Works Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Higerd's employment. Mr. Higerd's primary work location shall be in Mammoth Lakes and he shall have the option to work an alternative schedule (e.g. generally four ten-hour days per week or nine hour days every two weeks, while remaining exempt from overtime or compensatory time payment provisions of the Fair Labor Standards Act.)
3. Effective August 15, Mr. Higerd's salary shall be \$10,094 per month (pro-rated for the month of August 2016 based on the effective date of the new

position). Mr. Higerd understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County. The Board may unilaterally increase Mr. Higerd's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Mr. Higerd's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Higerd in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Higerd shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Higerd understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost.
5. To the extent deemed appropriate by the Public Works Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Higerd's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Higerd shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.7% at 55 for Mr. Higerd) unless otherwise required by law, CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R14-54 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.

7. Mr. Higerd understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Higerd cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Higerd's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).
8. Consistent with the "at will" nature of Mr. Higerd's employment, the Public Works Director may terminate Garrett Higerd's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Higerd understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Public Works Director may, in his or her discretion, take during Mr. Higerd's employment.
9. In the event that such a termination without cause occurs, Mr. Higerd shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of the effective date) before this Agreement would have expired, Mr. Higerd shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Higerd shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Higerd that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties'

failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).

10. Notwithstanding the foregoing, Mr. Higerd shall not be entitled to any severance pay in the event that the Public Works Director has grounds to discipline him on or about the time he gives his notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Higerd shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Higerd may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Higerd shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Garrett Higerd and specifically shall supersede and replace that Agreement re the Employment of Garrett Higerd entered into in November 5, 2013.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Higerd's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Higerd's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. Higerd acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr.

Higerd further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is deemed entered into as of August 15, 2016.

GARRETT HIGERD

THE COUNTY OF MONO

By: FRED STUMP, Chairman
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Human Resources and County Council

TIME REQUIRED

SUBJECT Employment Agreement for Stacey
Simon as County Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Stacey Simon as County Counsel, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R_____, approving a contract with Stacey Simon as County Counsel, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

No fiscal impact. Stacey Simon has been Acting County Counsel since January 1, 2016.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 7609325413 / dbutters@mon.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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- [Staff Report](#)
- [Resolution - Simon employment Agreement](#)
- [Employment Agreement - Stacey Simon](#)

History

Time	Who	Approval
9/9/2016 6:13 AM	County Administrative Office	Yes
9/8/2016 5:13 PM	County Counsel	Yes
9/8/2016 5:47 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Dave Butters

Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: September 13, 2016

Subject: Employment Agreement for Stacey Simon as County Council

Recommendation: Approve the Employment Agreement of Stacey Simon as County Counsel for a term of 4 years.

Background: Stacey Simon has been serving in the role of acting Counting Counsel since January 1, 2016. This contract formally recognizes Ms. Simon's role as County Counsel.

Fiscal Impact: There is no fiscal impact for this contract as it does not change the current compensation or benefits for Ms. Simon.

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



RESOLUTION NO. R16-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH STACEY SIMON AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of Stacey Simon, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Ms. Simon. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2016, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Fred Stump, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF STACEY SIMON

This Agreement is entered into this 13th day of September, 2016, by and between Stacey Simon and the County of Mono.

I. RECITALS

Stacey Simon has been employed by the County of Mono as Assistant County Counsel or Deputy County Counsel since 1999. The Mono County Board of Supervisors now wishes to appoint Stacey Simon as County Counsel on the terms and conditions set forth in this agreement. Stacey Simon wishes to accept such employment with the County on said terms and conditions.

II. AGREEMENT

1. Pursuant to Government Code Section 27640, the Mono County Board of Supervisors appoints Ms. Simon as County Counsel of Mono County. As provided by Government Code Section 27641, Ms. Simon's appointment shall be for a term of four years commencing on September 13, 2016. Any removal of Ms. Simon during that term shall also comply with Government Code Section 27641. At any time before the expiration of Ms. Simon's term, the Board may reappoint her for a subsequent term. The Board requests that Ms. Simon bring the issue of such reappointment to the Board's attention for its consideration at that time.
2. Ms. Simon shall have, exercise, and discharge the powers and duties set forth in Chapter 2.78 of the Mono County Code and Government Code section 27640 et seq., as they maybe amended from time to time, together with any additional powers and duties that may be granted or assigned to her by the Board of Supervisors.
3. Ms. Simon's salary shall continue to be \$13,000 per month. The Board may unilaterally increase Ms. Simon's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential renegotiation with respect to Ms. Simon's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Ms. Simon in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. Ms. Simon's mileage and travel shall be in accordance with sections 620 through 660 of the County Personnel System, which may be modified in the future by the County in its sole discretion and which shall apply as then in effect. For purposes of determining

mileage reimbursement or eligibility to use a county vehicle for work-related travel, Ms. Simon's "home office" shall be considered to be the Bridgeport office of the County Counsel. Accordingly, Ms. Simon shall not be eligible for mileage reimbursement (or use of a County vehicle) when traveling to or from her residence to that Bridgeport office. But in recognition of the fact that Ms. Simon's residence is located in-between the two County centers of Bridgeport and Mammoth Lakes – and the inefficiency, waste of time and resources, and inconvenience which would result if Ms. Simon were required to travel to the Bridgeport office in order to retrieve a County vehicle prior to traveling to the Mammoth Lakes office or another location in the County for county business – Ms. Simon shall be entitled to mileage reimbursement for such work-related travel to and from her residence to locations other than the Bridgeport office. In the event Ms. Simon is able to use a County vehicle for a portion of such travel (e.g., by stopping en route at a County premises with available vehicles), she shall do so. For purposes of this paragraph, mileage reimbursement shall be at the IRS rate.

4. Ms. Simon shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment is exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, Ms. Simon shall continue to be entitled to 80 hours of merit leave during each year of service under this Agreement. Ms. Simon understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost.
5. Ms. Simon shall have the option, in her discretion, of working an alternative schedule, or remotely, while remaining exempt from overtime or compensatory time payment provisions of the Fair Labor Standards Act.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Simon shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Ms. Simon), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R14-54 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.

7. The County shall pay all of the professional dues, subscriptions, and other expenses necessary for Ms. Simon's continuing and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional growth and for the good of the County. Such expenses include the reasonable costs of attending various educational programs that will provide Ms. Simon with credit toward her fulfillment of the state bar's Mandatory Continuing Legal Education (MCLE) requirements. The County particularly supports and encourages Ms. Simon's active participation in the County Counsels' Association of California and will pay her reasonable and necessary costs of attending at least three meetings each year hosted by that association, such as the annual fall meeting, mid-winter meeting, and spring civil-law meeting.
8. Ms. Simon understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Simon cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Simon's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).
9. This Agreement constitutes the entire agreement of the parties. It specifically supersedes the employment agreement between the parties entered into on or about April 1, 2014, and amended on or about December 8, 2015. Consistent with Ms. Simon's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Simon may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Simon's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
10. Pursuant to Government Code sections 53243 et seq. Ms. Simon shall reimburse

the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Simon is convicted of a crime involving abuse of office or position.

11. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this Agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the compensation, appointment, and conditions of County employment and its authority under Section 27640 to appoint a county counsel. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Simon's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Simon's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
12. The parties acknowledge that this Agreement is executed voluntarily by them, without duress or undue influence on the part or on behalf of any party. The parties further acknowledge that they have participated in the negotiation and preparation of this agreement and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
13. The County understands and acknowledges that Ms. Simon has only represented herself and has not acted as the County's attorney with respect to the negotiation and preparation of this Agreement.

III. EXECUTION:

This Agreement shall be deemed executed as of September 13, 2016.

STACEY SIMON

THE COUNTY OF MONO

By: Fred Stump, Chairman
Board of Supervisors

APPROVED AS TO FORM:



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: County Counsel and Human Resources

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Employment Agreement with
Christian Milovich

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Christian Milovich as Assistant County Counsel and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R16-____, approving a contract with Christian Milovich as Assistant County Counsel and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The additional cost of this position, compared to Ms. Milovich's current position, for the remainder of FY 16/17 is \$16,275, of which \$11,462 is salary, \$2,735 is the employer portion of PERS and \$2,078 is the cost of the benefits and is included in the budget. The annual cost of this position is \$185,268, of which \$122,952 is salary, \$29,336 is the employer portion of PERS and \$32,980 is the cost of benefits.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 / ssimon@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report

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[Agreement](#)

History

Time	Who	Approval
9/7/2016 5:04 PM	County Administrative Office	Yes
9/7/2016 8:29 AM	County Counsel	Yes
9/7/2016 3:41 PM	Finance	Yes

Acting County Counsel
Stacey Simon

**OFFICE OF THE
COUNTY COUNSEL**

Telephone
760-924-1700

Deputies
Steven M. Kerins
Christian E. Milovich
Adrienne N. Ratner

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

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors
From: Stacey Simon
Date: September 13, 2016
Re: Agreement for the employment of Christian Milovich

Recommended Action

Adopt Resolution #R16-_____, approving agreement with Christian Milovich as Assistant County Counsel and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Strategic Plan Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

The County Counsel's office supports every department, board and commission in Mono County in implementing the goals set out in the Mono County Strategic Plan. Accordingly, this action, which is necessary to the functioning of this office, meets all five focus areas.

Fiscal Impact

The additional cost of this position, compared to Ms. Milovich's current position, for the remainder of FY 16/17 is \$16,275, of which \$11,462 is salary, \$2,735 is the employer portion of PERS and \$2,078 is the cost of the benefits and is included in the budget.

The annual cost of this position is \$185,268, of which \$122,952 is salary, \$29,336 is the employer portion of PERS and \$32,980 is the cost of benefits.

Discussion

Ms. Milovich has been working as a Deputy County Counsel in the County Counsel's office since 2013. During that time, she has provided outstanding service and commitment to the office and to the County, including serving as the

critical last-standing Deputy following the departure of half of the County's attorney staff.

With the acceptance of the County Counsel position, a vacancy for the position of Assistant County Counsel has been created. It is with extreme pleasure that I recommend the Board approve an employment agreement with Christy Milovich as Assistant County Counsel.

If you have any questions on this matter prior to your meeting, please call me at 924-1704 or 932-5418.



RESOLUTION NO. R16-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH CHRISTIAN E. MILOVICH AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of Christian E. Milovich, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Christian Milovich. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2016, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: Clerk of the Board

Fred Stump, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement re Employment of Christian E. Milovich

This Agreement is entered into this 13th day of September, 2016, by and between Christian E. Milovich and the County of Mono.

I. RECITALS

Christian E. Milovich has been employed by the County of Mono as a Deputy County Counsel since August 13, 2013. The County now wishes to employ Ms. Milovich as its Assistant County Counsel on the terms and conditions set forth in this Agreement. Ms. Milovich wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be September 13, 2016, until September 13, 2019, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Milovich in writing no later than March 13, 2019, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Milovich shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Milovich that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Milovich as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing September 13, 2016, Ms. Milovich shall be employed by Mono County as the Assistant County Counsel in accordance with the terms and conditions of this Agreement. Ms. Milovich accepts such employment. The County Counsel shall be deemed the "appointing authority" for all purposes with respect to Ms. Milovich's employment.
3. Effective September 13, 2016, Ms. Milovich's salary shall be \$10,246 per month. The Board may unilaterally increase Ms. Milovich's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Ms. Milovich's salary. During such negotiations the County shall consider and discuss the issue of increased

compensation with Ms. Milovich in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Milovich shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Milovich understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost.
5. To the extent deemed appropriate by the County Counsel, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Milovich's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Milovich shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Ms. Milovich's County employment will be "2% at 62." Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R14-54 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Ms. Milovich understands and agrees that the receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Milovich cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall

provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Milovich's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Ms. Milovich's employment, the County Counsel may terminate Ms. Milovich's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Milovich understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Counsel may, in her discretion, take during Ms. Milovich's employment.
9. On or before the effective date of any such termination without cause, Ms. Milovich shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Milovich shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Milovich shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Milovich that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
10. Notwithstanding the foregoing, Ms. Milovich shall not be entitled to any severance pay in the event that the County Counsel has grounds to discipline her on or about the time she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Milovich shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions her position (with or without reasonable accommodations)

and her employment is duly terminated for such non-disciplinary reasons.

11. Ms. Milovich may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Milovich shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Milovich. It specifically supersedes the employment agreement between the parties dated August 11, 2015. Consistent with Ms. Milovich's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Milovich may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Milovich's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Milovich's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Milovich's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Ms. Milovich acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Milovich further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of September 13, 2016.

CHRISTIAN N. MILOVICH

THE COUNTY OF MONO

APPROVED AS TO FORM:

By: Fred Stump, Chair
Board of Supervisors

STACEY SIMON
Acting County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Finance

TIME REQUIRED

SUBJECT 2016-17 Tax Rates

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Establish the 2016-17 Tax Rates on the Secured Roll.

RECOMMENDED ACTION:

Approve and authorize the Chairman's signature on proposed Resolution No. R16-_____ establishing the 2016-17 tax rates on the secured roll.

FISCAL IMPACT:

None. Allows for the collection of voter approved debt.

CONTACT NAME: Stephanie Butters

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

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Resolution](#)

[Exhibit A - Tax Rates](#)

History

Time	Who	Approval
9/8/2016 5:19 AM	County Administrative Office	Yes
9/7/2016 8:17 AM	County Counsel	Yes
9/7/2016 2:13 PM	Finance	Yes



**DEPARTMENT OF FINANCE
AUDITOR-CONTROLLER
COUNTY OF MONO**

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

*Janet Dutcher, CPA, CGFM
Director of Finance*

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

TO: Honorable Board of Supervisors
FROM: Stephanie Butters, Assistant Finance Director
DATE: September 13, 2016
SUBJECT: Tax Rates for Fiscal Year 2016-17

RECOMMENDATION:

Approve and authorize the Chairman's signature on proposed Resolution approving the Tax Rates for Fiscal Year 2016-17.

BACKGROUND:

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

FISCAL IMPACT:

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

FINANCIAL IMPACT:

There is no fiscal impact at this time.

**COUNTY OF MONO
TAX RATES
2016-17**

<u>TAX AREAS: 051-000 THRU 051-013/ 051-019 THRU 051-034</u>	<u>PERCENTAGE</u>
PROP 13 (1% Limit)	1.000000
ESUSD BOND Current	0.046033
ESUSD BOND Redemption	0.013967
TOTAL	1.060000

<u>TAX AREAS: 051-014 THRU 051-018</u>	
PROP 13 (1% Limit)	1.000000
ESUSD BOND Current	0.046033
ESUSD BOND Redemption	0.013967
TOTAL	1.060000

<u>TAX AREAS: 010-000, 010-002, 010-003,010-004, 010-006, 010-008, 010-011, 010-012</u>	
PROP 13 (1% Limit)	1.000000
Mammoth-Kern SFID	0.027345
Mammoth Unified Bond '98, '00 & '01	0.030227
Southern Mono Hospital Bond Redemption	0.014208
Southern Mono Hospital Bond Current	0.029228
TOTAL	1.101007

<u>TAX AREAS: 010-001,010-005,010-007,010-009,010-010</u>	
PROP 13 (1% Limit)	1.000000
Mammoth-Kern SFID	0.027345
Mammoth Unified Bond '98, '00 & '01	0.030227
Southern Mono Hospital Bond Redemption	0.014208
Southern Mono Hospital Bond Current	0.029228
TOTAL	1.101007

<u>TAX AREAS: 010-013, 059-000, 059-005, 059-007, 059-012</u>	
PROP 13 (1% Limit)	1.000000
Mammoth Unified Bond '98, '00 & '01	0.030227
Southern Mono Hospital Bond Redemption	0.014208
Southern Mono Hospital Bond Current	0.029228
TOTAL	1.073662

<u>TAX AREAS: 060-000</u>	
PROP 13 (1% Limit)	1.000000
Round Valley Bond (Determined by Inyo County)	0.032456
Bishop HS Bond (Determined by Inyo County)	0.008974
Southern Mono Hospital Bond Redemption	0.014208
Southern Mono Hospital Bond Current	0.029228
TOTAL	1.084866

<u>TAX AREAS: 060-001 THRU 060-006</u>	
PROP 13 (1% Limit)	1.000000
Round Valley Bond (Determined by Inyo County)	0.032456
Bishop HS Bond (Determined by Inyo County)	0.008974
TOTAL	1.041430

<u>Unitary Tax Rate</u>	
Unitary 1% Ad Valorem	1.000000
Unitary Debt Service Rate	0.348909
TOTAL	1.348909



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Finance

TIME REQUIRED

SUBJECT 2016-17 Appropriations Limit

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Establish the 2016-17 Appropriations Limit.

RECOMMENDED ACTION:

Approve and authorize the Chairman's signature on proposed Resolution #R16-___ establishing the 2016-17 Appropriations Limit and making other necessary determinations for the County and for those special districts governed by the Board of Supervisors that are required to establish appropriation limits.

FISCAL IMPACT:

None

CONTACT NAME: Stephanie Butters

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

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Resolution Attachment A](#)

History

Time	Who	Approval
9/7/2016 5:45 PM	County Administrative Office	Yes
9/7/2016 8:11 AM	County Counsel	Yes
9/8/2016 4:16 PM	Finance	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

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

TO: Honorable Board of Supervisors

FROM: Stephanie Butters, Assistant Finance Director

DATE: September 13, 2016

SUBJECT: 2016-17 Appropriation Limit

RECOMMENDATION:

Approve and authorize the Chairman's signature on proposed Resolution setting the Appropriation Limit for Fiscal Year 2016-17.

BACKGROUND:

Under Article XIII B of the California Constitution and the statutes implementing that Article (Government Code Sections 7900 et. seq.), the governing body of every local jurisdiction in California must establish an annual appropriation limit. The appropriation limit is a limit on the amount of tax dollars that may be appropriated by the governing body during the fiscal year. It is calculated by adjusting the appropriations limit from the previous year in order to take into account "change in the cost of living and the change in population." (Cal. Const. Art. XIII B, § 1)

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

DISCUSSION:

The Appropriations Limit as calculated is \$29,294,327. As County tax proceeds, in conjunction with capital spending, is below this limit by \$6,766,015 this year, no change to the tax rate is required. The calculation includes an error correction from the 2015-16 fiscal year. The error was to the benefit of the County and increased the limit for 2015-16 by \$735,237. As County tax proceeds less capital spending were already below the limit, the error did not create an impact. The correction was accounted for in preparing the 2016-17 appropriations limit.

FINANCIAL IMPACT:

There is no fiscal impact at this time.



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RESOLUTION NO. _____
BOARD OF SUPERVISORS, COUNTY OF MONO

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**ESTABLISHING THE 2016-17 APPROPRIATIONS LIMIT AND MAKING OTHER
NECESSARY DETERMINATIONS FOR THE COUNTY AND FOR THOSE SPECIAL
DISTRICTS GOVERNED BY THE BOARD OF SUPERVISORS THAT ARE REQUIRED TO
ESTABLISH APPROPRIATION LIMITS**

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

13 **WHEREAS**, the County Auditor-Controller has computed the 2016-17 appropriations limit for
14 the County and for those special districts governed by the Board of Supervisors that are required to
15 establish appropriations limits and, for at least fifteen days prior to the meeting at which this resolution
16 is adopted, the documentation used in determining the appropriations limit(s) and other necessary
17 determinations set forth in this resolution has been available for public review in the Auditor-
18 Controller's Office.

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

21 **SECTION ONE:** The percentage change in the California per capita personal income
22 computed by the State Department of Finance is hereby selected as the "change in cost of living" for
23 purposes of calculating the appropriation limit(s) established herein for fiscal year 2016-17. The
24 alternative population for contiguous counties is hereby selected as the "change in population" for
25 purposes of calculating the appropriation limit(s) established herein for fiscal year 2016-17.

26 **SECTION TWO:** The 2016-17 appropriations limit for the County of Mono is hereby
27 established as \$29,294,327, the calculation of which is set forth in Attachment "A" attached hereto.
28 The 2016-17 appropriations limit(s) for those special districts governed by the Board of Supervisors

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

APPROVED AND ADOPTED this 13th day of September, 2016, by the following vote of said board:

AYES:

NOES:

ABSENT:

ABSTAIN:

**FRED STUMP, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO**

ATTEST:
ROBERT MUSIL
CLERK OF THE BOARD

APPROVED AS TO FORM

STACEY SIMON
COUNTY COUNSEL

Attachment A

**Statement of Mono County GANN Limit Calculations
For the Tax Year 2016-17**

	<u>2014-15</u> <u>Limit</u>	<u>Population</u> <u>Change⁽¹⁾</u>	<u>Per Capita</u> <u>Change⁽²⁾</u>	<u>2015-16</u> <u>Limit</u>	<u>Population</u> <u>Change⁽¹⁾</u>	<u>Per Capita</u> <u>Change</u>	<u>2016-17</u> <u>Limit</u>
Mono County	26,318,448	1.0088	1.0382	27,565,942	1.0085	1.0537	29,294,327
CSA#1	346,842	1.0057	1.0382	362,144	0.9906	1.0537	378,004
CSA#5	51,617	1.0057	1.0382	53,894	0.9906	1.0537	56,254

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

⁽²⁾ The appropriation limit carryover from FY 2015-2016 was increased by \$735,237. The correction was made to use the Price Factor of 1.0382 provided by the Department of Finance. The previous calculation incorrectly used a Price Factor of 1.0479.

**GANN Limit Calculation
Based on Actual Revenues
Fiscal Year Ended June 30, 2016**

	Actuals FY 15-16
Property Taxes	17,703,288
Sales and Use Tax	434,474
Transient Occupancy Tax	2,262,260
Property Tax Transfer Tax	167,113
Interest	77,470
Franchise Tax Fees	213,080
Motor Vehicle License Fees	1,554,420
Aid of Agriculture (unclaimed gas tax)	72,464
Homeowner's Property Tax Relief	43,743
	<u>22,528,312</u>

2015-16 Limitation	27,565,942
2016-17 Population Factor	1.0085
2016-17 Per Capita Factor	<u>1.0537</u>
2016-17 Appropriation Limit	29,294,327
2016-17 Proceeds of Taxes	<u>(22,528,312)</u>
Amount Under Limitation	6,766,015



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Finance

TIME REQUIRED

SUBJECT Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 7/31/2016.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 7/31/2016.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

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

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Approve the Treasury Transaction Report for the month ending 7/31/2016](#)

History

Time	Who	Approval
9/8/2016 5:06 AM	County Administrative Office	Yes

9/7/2016 9:31 AM

County Counsel

Yes

8/24/2016 10:26 AM

Finance

Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2016, End Date: 7/31/2016

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	7/15/2016	56117PDQ6	250,000.00	MALIBU CA COPS (MALCTF) 1.6 11/1/2018	101.17	252,935.00	822.22	1.08	253,757.22
Buy	7/15/2016	796720JH4	500,000.00	SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2.136 8/	102.19	510,950.00	4,865.33	1.05	515,815.33
Buy	7/18/2016	3133EGLD5	1,000,000.00	FFCB 1.18 10/18/2019-16	99.93	999,250.00	0.00	1.20	999,250.00
Buy	7/22/2016	3133EGNF8	1,000,000.00	FFCB 1.3 4/21/2020-16	99.84	998,400.00	36.11	1.34	998,436.11
Buy	7/22/2016	337630AZ0	245,000.00	FIRSTRUST SVGS BK CONSHOHOCKENPA 0.7 10/23/2017	100.00	245,000.00	0.00	0.70	245,000.00
Buy	7/27/2016	3136G3H81	1,000,000.00	FNMA 1.45 1/27/2021-17	99.91	999,100.00	0.00	1.47	999,100.00
Buy	7/27/2016	27113PBG5	245,000.00	EAST BOSTON SVGS NK BOSTON MA 0.7 10/27/2017	100.00	245,000.00	0.00	0.70	245,000.00
Buy	7/28/2016	3136G3C78	1,000,000.00	FNMA 1.55 7/28/2021-16	100.00	1,000,000.00	0.00	1.55	1,000,000.00
Buy	7/28/2016	3136G3L52	1,000,000.00	FNMA 1.3 1/28/2020-16	100.00	1,000,000.00	0.00	1.30	1,000,000.00
Buy	7/28/2016	3130A8WC3	1,000,000.00	FHLB 1.15 1/28/2019-16	100.00	1,000,000.00	0.00	1.15	1,000,000.00
Buy	7/29/2016	11373QCC0	245,000.00	BROOKLINE BK MASS 0.75 10/30/2017	100.00	245,000.00	0.00	0.75	245,000.00
Subtotal			7,485,000.00			7,495,635.00	5,723.66		7,501,358.66
Deposit	7/6/2016	LAIF6000Q	1,500,000.00	Local Agency Investment Fund LGIP-Quarterly	100.00	1,500,000.00	0.00	0.00	1,500,000.00
Deposit	7/11/2016	OAKVALLEY0670	706.14	Oak Valley Bank Cash	100.00	706.14	0.00	0.00	706.14
Deposit	7/14/2016	LAIF6000Q	3,000,000.00	Local Agency Investment Fund LGIP-Quarterly	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	7/15/2016	LAIF6000Q	44,671.69	Local Agency Investment Fund LGIP-Quarterly	100.00	44,671.69	0.00	0.00	44,671.69
Deposit	7/29/2016	OAKVALLEY0670	2,406.26	Oak Valley Bank Cash	100.00	2,406.26	0.00	0.00	2,406.26
Deposit	7/29/2016	OAKVALLEY0670	21,229,942.43	Oak Valley Bank Cash	100.00	21,229,942.43	0.00	0.00	21,229,942.43
Subtotal			25,777,726.52			25,777,726.52	0.00		25,777,726.52
Total Buy Transactions			33,262,726.52			33,273,361.52	5,723.66		33,279,085.18
Sell Transactions									
Called	7/12/2016	3133ECMD3	1,000,000.00	FFCB 1.62 4/23/2020-14	0.00	1,000,000.00	3,555.00	0.00	1,003,555.00
Called	7/13/2016	3130A6L54	1,000,000.00	FHLB 1.4 10/8/2019-16	0.00	1,000,000.00	3,694.44	0.00	1,003,694.44
Called	7/14/2016	3130A7B79	1,000,000.00	FHLB 1.53 2/19/2020-16	0.00	1,000,000.00	6,162.50	0.00	1,006,162.50
Called	7/22/2016	3130A6Y76	1,000,000.00	FHLB 2.1 1/22/2021-16	0.00	1,000,000.00	0.00	0.00	1,000,000.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2016, End Date: 7/31/2016

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Subtotal			4,000,000.00			4,000,000.00	13,411.94		4,013,411.94
Matured	7/29/2016	23130SCQ4	245,000.00	CURRIE ST BK CURRIE MN 0.6 7/29/2016	0.00	245,000.00	0.00	0.00	245,000.00
Subtotal			245,000.00			245,000.00	0.00		245,000.00
Sell	7/22/2016	9497483M7	245,000.00	WELLS FARGO BK NA SIOUX FALLS 1 10/12/2017	0.00	245,122.50	67.12	0.00	245,189.62
Subtotal			245,000.00			245,122.50	67.12		245,189.62
Withdraw	7/22/2016	LAIF6000Q	3,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	3,000,000.00	0.00	0.00	3,000,000.00
Withdraw	7/26/2016	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	7/27/2016	LAIF6000Q	3,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	3,000,000.00	0.00	0.00	3,000,000.00
Withdraw	7/29/2016	LAIF6000Q	3,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	3,000,000.00	0.00	0.00	3,000,000.00
Withdraw	7/29/2016	OAKVALLEY0670	21,844,660.01	Oak Valley Bank Cash	0.00	21,844,660.01	0.00	0.00	21,844,660.01
Subtotal			31,844,660.01			31,844,660.01	0.00		31,844,660.01
Total Sell Transactions			36,334,660.01			36,334,782.51	13,479.06		36,348,261.57
Interest/Dividends									
Interest	7/5/2016	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	287.67	0.00	287.67
Interest	7/8/2016	33583CTQ2	0.00	FIRST NIAGARA BK NATL ASSN 1.35 1/8/2018		0.00	1,649.22	0.00	1,649.22
Interest	7/10/2016	35471TBU5	0.00	FRANKLIN SYNERGY BANK FRANKLIN TN 0.5 8/10/2016		0.00	100.69	0.00	100.69
Interest	7/11/2016	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	322.19	0.00	322.19
Interest	7/11/2016	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	706.14	0.00	706.14
Interest	7/12/2016	9497483M7	0.00	WELLS FARGO BK NA SIOUX FALLS 1 10/12/2017		0.00	201.37	0.00	201.37
Interest	7/13/2016	31938QQ98	0.00	FIRST BUSINESS BK MADISON WIS 1.9 1/13/2021		0.00	2,321.12	0.00	2,321.12
Interest	7/15/2016	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	362.47	0.00	362.47
Interest	7/15/2016	717081DD2	0.00	Pfizer Inc 0.9 1/15/2017-14		0.00	2,250.00	0.00	2,250.00
Interest	7/15/2016	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	362.47	0.00	362.47
Interest	7/16/2016	94974BFG0	0.00	Wells Fargo 1.5 1/16/2018		0.00	3,750.00	0.00	3,750.00
Interest	7/17/2016	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	322.19	0.00	322.19



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2016, End Date: 7/31/2016

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/17/2016	095067AD6	0.00	BLOOMSDALE BANK 0.6 12/19/2016		0.00	120.82	0.00	120.82
Interest	7/21/2016	3135G0A78	0.00	FNMA 1.625 1/21/2020		0.00	8,125.00	0.00	8,125.00
Interest	7/22/2016	3130A6Y76	0.00	FHLB 2.1 1/22/2021-16		0.00	10,500.00	0.00	10,500.00
Interest	7/22/2016	140420RD4	0.00	CAPITAL ONE BANK USA NATL ASSN 1.8 1/22/2020		0.00	2,198.96	0.00	2,198.96
Interest	7/23/2016	05580ABB9	0.00	BMW Bank of North America 1.35 1/23/2018		0.00	1,649.22	0.00	1,649.22
Interest	7/26/2016	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	332.26	0.00	332.26
Interest	7/26/2016	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	302.05	0.00	302.05
Interest	7/27/2016	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	302.05	0.00	302.05
Interest	7/27/2016	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	281.92	0.00	281.92
Interest	7/28/2016	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	312.12	0.00	312.12
Interest	7/28/2016	46625HJR2	0.00	JPMORGAN CHASE 2.35 1/28/2019		0.00	11,750.00	0.00	11,750.00
Interest	7/28/2016	59013JDB2	0.00	MERRICK BK SOUTH JORDAN UTAH 0.85 1/30/2017		0.00	171.16	0.00	171.16
Interest	7/28/2016	464209CD5	0.00	ISABELLA BANK 0.75 3/28/2017		0.00	151.03	0.00	151.03
Interest	7/29/2016	23130SCQ4	0.00	CURRIE ST BK CURRIE MN 0.6 7/29/2016		0.00	241.64	0.00	241.64
Interest	7/29/2016	06414QVT3	0.00	BANK NORTH CAROLINA THOMASVILLE NC 1 6/30/2017		0.00	201.37	0.00	201.37
Interest	7/29/2016	139797FF6	0.00	CAPITAL BK LITTLE ROCK 0.9 2/28/2018		0.00	181.23	0.00	181.23
Interest	7/29/2016	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,406.26	0.00	2,406.26
Interest	7/30/2016	560160AQ6	0.00	MAHOPAC NATL BK N Y 1.45 7/30/2019		0.00	1,771.38	0.00	1,771.38
Subtotal			0.00			0.00	53,634.00		53,634.00
Total Interest/Dividends			0.00			0.00	53,634.00		53,634.00



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Out Of State Travel - Behavioral Health

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Mono County Behavioral Health has a variety of mandates required through Health Care Reform; one is to continue to increase the capacity of our Electronic Health Record system (EHR). Ms. Martin is the lead in this project for Mono County Behavioral Health. By attending this conference, Ms. Martin will become proficient in the new system and be able to train MCBH staff as needed; this will reduce the cost of using Echo Group trainers and support for implementation and use of the new system.

RECOMMENDED ACTION:

Approve out of state travel for Mono County Behavioral Health employee, Shirley Martin, to attend the Echo Group, Peer to Peer v. 14 Conference, in Portsmouth, New Hampshire – October 16 – 19, 2016. There will be travel days on each side of the conference.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund. Registration \$437.50; Hotel \$618.00; Airfare (at current rate) \$500.00; Per Diem dinners @ 4 = \$100.00; rental car and parking fees \$300.00. Total \$1,955.50. MCBH has budgeted this in its travel expenses funding.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1740 / rroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

History

Time	Who	Approval
9/7/2016 5:54 PM	County Administrative Office	Yes
9/8/2016 4:53 PM	County Counsel	Yes
9/7/2016 2:19 PM	Finance	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Robin K. Roberts, Behavioral Health Director

DATE: August 23, 2016

SUBJECT:

Approve out of state travel for Mono County Behavioral Health employee, Shirley Martin, to attend the Echo Group, Peer to Peer v. 14 Conference, in Portsmouth, New Hampshire – October 16 – 19, 2016. There will be travel days on each side of the conference.

DISCUSSION:

Mono County Behavioral Health has a variety of mandates required through Health Care Reform; one is to continue to increase the capacity of our Electronic Health Record system (EHR). Ms. Martin is the lead in this project and we feel that her attendance at this conference would benefit our department.

In being able to train-the-trainer, our department avoids the costs of support requests from our clinical staff.

STRATEGIC PLAN:

This project has been vetted by the Mono County IT department. It fits within the following Strategic Goals: Understand and Address Community Needs & Support Healthy People in Healthy Communities by providing collaboration with county departments and our local health care delivery system; Effective Use of Resources by enhancing technology for service provision; Strengthening County Culture by promoting staff to participate at the top levels of new technology and strengthening interconnection between county agencies (BH and IT) and by building the County infrastructure.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund.

Echo Group has given us a onetime 25% discount on the registration fee.

Registration \$437.50; Hotel \$618.00; Airfare (at current rate) \$500.00; Per Diem dinners @ 4 = \$100.00; rental car and parking fees \$300.00. Total \$1,955.50.

MCBH has budgeted this in our travel expenses funding.

SUBMITTED BY:

Robin K. Roberts, Director of Behavioral Health, Contact: 760.924.1740



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Reappointment of Stacey Adler, PhD,
to Mono First 5 Commission

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The First 5 Mono County Executive Director requests the Mono County Board of Supervisors reappoint Stacey Adler, PhD, to serve a subsequent three-year term on the First 5 Commission, expiring July 31, 2019. This item is sponsored by Chairman Fred Stump.

RECOMMENDED ACTION:

Reappoint Stacey Adler, PhD, to serve a subsequent three-year term on the First 5 Commission, expiring July 31, 2019.

FISCAL IMPACT:

None.

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

Molly DesBaillets

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time

Who

Approval

9/7/2016 5:18 PM	County Administrative Office	Yes
9/7/2016 10:16 AM	County Counsel	Yes
9/7/2016 3:07 PM	Finance	Yes



August 18, 2016

Stacey Adler, PhD
Commission Chair
Mono County Superintendent of
Schools

Jeanne Sassin
Teacher
Lee Vining Elementary School

Bertha Jimenez
Case Manager III
Mono County Behavioral Health

Kristin Wilson, MD
Pediatrician
Mammoth Lakes Hospital

Tim Alpers
Mono County Board of
Supervisors

Rick Johnson, MD
Mono County Health Officer

Megan Leplat
Indian Child Welfare Act
Representative
Utu Utu Gwaiutu Piante Tribe

Ms. Helen Nunn
Mono County Clerk of the Board of Supervisors
P.O. Box 715
Bridgeport, California 93517

**RE: BOS Re-Appointment of Stacey Adler, PhD to the First 5 Mono County
Children and Families Commission**

Dear Ms. Nunn,

The First 5 Mono County Executive Director respectfully requests that the Board of Supervisors re-appoint Stacey Adler, PhD, Mono County Superintendent of Schools, to serve a subsequent three year term on the First 5 Commission expiring July 31, 2019.

In accordance with Mono County Code, *one member shall be the county superintendent of schools, as an educator specializing in early childhood development.* Dr. Adler wishes to continue to serve under the above membership category.

Thank you for your consideration of this request.

Respectfully,

Molly DesBaillets
Executive Director
First 5 Mono County

cc: Stacey Adler, First 5 Mono County Chair
Christy Milovich, Mono County Council

Molly DesBaillets, MA
Executive Director

Providing leadership in sustaining a network of support for all children, ages 0 through 5 years, and their families. Partnering with the community to improve outcomes in children's health, safety and learning.

P.O. Box 130 • Mammoth Lakes, CA 93546
760-924-7626 • 760-934-8443 (fax) • mdesbaillets@monocoe.org monokids.org



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Health Department

TIME REQUIRED

SUBJECT AIDS Drug Assistance Program
(ADAP) Enrollment Site Contract
#16-10377 for July 1, 2016-June 30,
2019

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with California Department of Public Health, Center for Infectious Diseases, Office of AIDS
(OA) pertaining to the AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #16-10377.

RECOMMENDED ACTION:

Approve County entry into the AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #16-10377 and authorize the Director of Public Health's signature to execute said contract on behalf of the County including minor amendments that may occur in the 3-year contract period of July 1, 2016-June 30, 2019 with approval as to form by County Counsel.

FISCAL IMPACT:

There is zero fiscal impact to the County.

CONTACT NAME: Sandra Pearce

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

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

Sandra Pearce

Lynda Salcido

Bryan Wheeler

Kim Bunn

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[BOS Staff Report](#)

[AIDS Drug Assistance Program\(ADAP\) Enrollment Site Contract #16-10377](#)

History

Time	Who	Approval
9/7/2016 5:14 PM	County Administrative Office	Yes
9/7/2016 8:21 AM	County Counsel	Yes
9/8/2016 6:09 PM	Finance	Yes

COUNTY of MONO

HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831
Environmental Health (760) 924-1800 Fax (760) 924 1801



DATE: August 4, 2016
TO: Honorable Board of Supervisors
FROM: Sandra Pearce, Director of Public Health Nursing
SUBJECT: **AIDS Drug Assistance Program (ADAP) Enrollment Site
Contract #16-10377 for July 1, 2016-June 30, 2019**

Recommendation: That the Board of Supervisors approve and authorize the Director of Public Health's signature on the AIDS Drug Assistance Program (ADAP) contact documents and any amendments that may occur in the 3-year contract period of July 1, 2016-June 30, 2019.

- 4 copies of Standard Agreement Form 213
- Darfur Contracting Act
- CCC-307-Contractor Certification

Discussion: The Health Department contracts with the California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) for the provision of ADAP client enrollment services. ADAP helps ensure that people living with HIV and AIDS who are uninsured and under-insured have access to medication. This contract authorizes the Mono County Health Department to be an enrollment site for eligible residents to sign up for ADAP services.

Fiscal Impact/Budget Projections:

There is no impact on the Mono County General Fund.

For questions regarding this item, please call Sandra Pearce (760) 924-1818.

Submitted by: _____
Sandra Pearce, Director of Public Health Nursing Date

Reviewed by: _____
Lynda Salcido, Public Health Director Date

REGISTRATION NUMBER	AGREEMENT NUMBER 16-10377
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1. This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME (Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)
 County of Mono

2. The term of this Agreement is: July 1, 2016 through June 30, 2019

3. The maximum amount of this Agreement is: \$ 0
 Zero dollar contract solely based on usage

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	14 pages
Exhibit AI – Definition of Terms	2 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D – HIPAA Business Associate Addendum	15 pages
Exhibit E – Notice of Privacy Practices	4 pages
Exhibit F – Security Requirements, Protections, and Confidentiality Checklist	1 page
Exhibit G – Plan for Transporting Confidential ADAP Client Files (Policy and Procedure)	2 pages
Exhibit H – Non Discrimination Clause	1 page
Exhibit I – Confidentiality Requirements	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.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Mono		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lynda Salcido, Director of Public Health		
ADDRESS 437 Old Mammoth Road, Suite Q Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Yolanda Murillo, Chief, Contracts Management Unit		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exempt per: OA Budget Act 2016

Exhibit A
Scope of Work
July 1, 2016 through June 30, 2019

1) Service Overview

California Health and Safety Code 131019 designates the California Department of Public Health (CDPH), Center for Infectious Diseases , Office of AIDS (OA) as the lead agency within the state responsible for coordinating state programs, services and activities related to Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS).

The Contractor agrees to provide CDPH/OA, the services described herein for the provision of the AIDS Drug Assistance Program (ADAP) enrollment services, which includes both ADAP’s Medication Program and Health Insurance Assistance Programs. This contract agreement will be in effect for three consecutive fiscal years (FY) beginning in FY 2016-17 through FY 2018-19 (July 1, 2016 – June 30, 2019).

Refer to Exhibit A, Attachment I, “Definitions of Terms” to review definitions of acronyms and other contract related terms and references.

2) Service Location

The services shall be performed at the Mono County Health Department, located at 437 Old Mammoth Road, Suite Q, Mammoth Lakes, CA 93546.

3) Service Hours

The services shall be provided during normal Contractor working hours.

4) Project Representatives

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

California Department of Public Health OA ADAP Branch Chief Niki Dhillon Telephone: (916) 449-5942 Fax: (916) 449-5859 Email: Niki.Dhillon@cdph.ca.gov	County of Mono Director of Public Health Lynda Salcido Telephone: (760) 924-1842 Fax: Email: lsalcido@mono.ca.gov
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Exhibit A
Scope of Work
July 1, 2016 through June 30, 2019

B. Direct all inquiries to:

California Department of Public Health OA ADAP Advisor Daniel Coronado MS 7700, P.O. Box 997426 1616 Capitol Avenue, Suite 616 Sacramento, CA 95899-7426 Telephone: (916) 552-8892 Fax: (916) 449-4909 Email: daniel.coronado@cdph.ca.gov	County of Mono ADAP Enrollment Worker Bryan Wheeler 437 Old Mammoth Road, Suite Q Mammoth Lakes, CA 93546 Telephone: (760) 924-1835 Fax: (760) 924-1831 Email: bwheeler@mono.ca.gov
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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.

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2019

5) Services to be Performed
A) Major Function, Task and Activities

The Contractor shall:

Enrollment Site Requirements:	Time Line	Responsible Party	Performance Measure and/or Deliverables
<p>A.1. ADAP Enrollment Site Contact Requirement:</p> <p>Maintain an ADAP Enrollment Site Contact to ensure compliance with the requirements of this contract agreement on behalf of the ADAP Enrollment Site and facilitate required information exchange between the Enrollment Site, CDPH/OA/ADAP, and CDPH/OA/ADAP’s contracted EBM.</p>	<p>Throughout the life of the contract</p>	<p>Authorized Site Administrator</p>	<p>ADAP Site Contact Name and contact information must be identified in Section 4B. Provide written notice to the assigned ADAP Advisor immediately of any changes to the ADAP Enrollment Site Contact.</p>
<p>A.2. Nondiscrimination Requirements:</p> <p>Comply with the provisions as stated in Exhibit H, “Nondiscrimination Clause” (STD 17A).” The ADAP Enrollment Site shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation.</p>	<p>Must be maintained through the life of the contract</p>	<p>Authorized Site Administrator /Agency’s EEO Officer</p>	<p>Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, Exhibit F.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2019

<p>A.3. Information Privacy and Security Requirements:</p> <p>All personnel conducting ADAP enrollment services must abide by all applicable laws and CDPH/OA/ADAP guidelines regarding confidentiality of ADAP client eligibility files and protected health information when accessing or submitting ADAP client data.</p>			
<p>i. Ensure compliance with the provisions as stated in Exhibit D, "HIPAA Business Associate Addendum (CDPH HIPAA BAA 8-14).</p>	<p>Must be maintained through the life of the contract. Contractor shall also continue to extend the protections of these provisions to protected health information upon termination or expiration of the agreement until its return or destruction.</p>	<p>ADAP Enrollment Site Contact</p>	<p>Notify the assigned ADAP Advisor immediately by phone call plus email or fax when a potential breach has occurred. ADAP EWs may be deactivated if more than two potential breaches occur within a calendar year. Enrollment Sites may also be deactivated if potential breaches are committed by more than two EWs in a calendar year.</p>
<p>ii. Ensure that all ADAP EWs employed by or volunteering at the Enrollment Site are issued/assigned an Agency email address.</p>	<p>At the time of ADAP EW activation and throughout the</p>	<p>Authorized Site Administrator /Site Contact</p>	<p>Verified when ADAP Enrollment Worker(s) email address is provided to assign CDPH/OA/ADAP Advisor.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2019

<p><i>ADAP EWs are prohibited from using a personal email address (i.e.gmail, yahoo, etc.) for ADAP related correspondence.</i></p>	<p>life of the contract.</p>		
<p>iii. Ensure compliance with the provisions as stated in “Exhibit E, “Notice of Privacy Practices”, and ensure that the notice is posted at the Enrollment Site.</p> <p>iv. Review and sign the “Agreement by Employee/Contractor to Comply with Confidentiality Requirements (CDPH 8689)” form (Exhibit I).</p> <p>v. Ensure that only certified ADAP EWs have access to ADAP client eligibility file information, unless otherwise authorized by law. Please refer to the following confidentiality table and flowchart that pertains to your ADAP enrollment site:</p> <ul style="list-style-type: none"> • For a Community Based Organization go to: http://www.cdph.ca.gov/programs/aids/Documents/ADAPSite-CBO-TableFlowchart.pdf • For a Health Care Provider – go to: http://www.cdph.ca.gov/programs/aids/Documents/ADAPSite-HCP-TableFlowchart.pdf • For a Local Public Health Department – go to: http://www.cdph.ca.gov/programs/aids/Documents/ADAPSite-PHD-TableFlowchart.pdf 	<p>Must be maintained through the life of the contract.</p> <p>Annually</p> <p>Must be maintained through the life of the contract.</p>	<p>ADAP Enrollment Site Contact</p> <p>ADAP Enrollment Site Contact and ADAP EW(s)</p> <p>ADAP Enrollment Site Contact and ADAP EW(s)</p>	<p>Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, Exhibit F.</p> <p>Submit completed CDPH 8689 form via the EBM upon completion of new or existing ADAP EW training. Site Contacts who are not EWs must submit the 8689 to their assigned ADAP Advisor.</p> <p>Notify the assigned ADAP Advisor immediately when a potential breach has occurred.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2019

<p>A.4. ADAP Enrollment Site Information Technology/Equipment Requirements:</p> <p>i. Ensure internet access and equipment to scan and upload ADAP applicant/client eligibility documents to the CDPH/OA/ADAP's EBM secure web-based enrollment system.</p> <p>ii. Only desktop computers are to be used to conduct ADAP enrollment services. The use of laptop computers or other hand held electronic devices are strictly prohibited for use in ADAP client enrollment.</p> <p>iii. Ensure that fax machines and CDPH/OA/ADAP fax/scanners used to upload and submit ADAP applications or receive ADAP correspondence, which may include confidential client information, are located in a secure area.</p>	<p>By the go-live date and to be maintained through the life of the contract.</p> <p>By the go-live date and to be maintained through the life of the contract.</p> <p>By the go-live date and to be maintained through the life of the contract.</p>	<p>Authorized Site Administrator and ADAP Enrollment Site Contact</p> <p>ADAP Enrollment Site Contact</p> <p>ADAP Enrollment Site Contact</p>	<p>All client enrollments must occur electronically via the EBM secure web-based enrollment system.</p> <p>Indicate compliance on the "Security Requirements, Protections, and Confidentiality Checklist", Exhibit F.</p> <p>Indicate compliance on the "Security Requirements, Protections, and Confidentiality Checklist", Exhibit F.</p>
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Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2019

<p>A.5. Quality Requirements</p> <p>ADAP EWs and Enrollment Sites will be held to quality standards. EWs are required to maintain an ADAP enrollment performance level of at least 95 percent accuracy for ADAP eligibility documentation and enrollment. Enrollment Sites are required to maintain a minimum performance level of 90 percent. CDPH/OA/ADAP will conduct secondary review on all ADAP applications. Applications with errors will be considered defective and will count against the performance level of the ADAP EW/Enrollment Site. ADAP EW/Enrollment Site quality will be factored by dividing the number of defective applications by the total number of applications processed.</p>	<p>To be maintained through the life of the contract</p>	<p>ADAP Enrollment Site Contact and ADAP EW(s)</p>	<ul style="list-style-type: none"> i. CDPH/OA/ADAP will monitor performance levels for the first year and provide performance reports and technical assistance. ii. If after the first quarter following the initial one year monitoring period, an ADAP EW(s)/Enrollment Site has an error rate that exceeds the quality standard, the Site Contact must submit a Corrective Action Plan to the ADAP Advisor for approval. ii. If an ADAP EW(s)/ Enrollment Site remains deficient for a second consecutive quarter, CDPH/OA/ADAP may suspend the Enrollment Worker for defective ADAP applications processed during the quarter.
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Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2019

			<p>v. If an ADAP EW(s)/Enrollment Site remains deficient for a third consecutive quarter, the EW(s)/Enrollment Site may be deactivated and will no longer be allowed to perform ADAP enrollment.</p>
<p>A.6. Conduct Requirements:</p> <p>ADAP EWs are required to conduct themselves with a high degree of professionalism and integrity. Site Contacts are required to ensure that no ADAP EW is employed by nor receives any financial compensation (including gifts or any other type of incentive) from a participating ADAP pharmacy and that no ADAP client enrollment is conducted at any participating ADAP pharmacy location.</p> <p>Additional examples of misconduct include, but are not limited to:</p>	<p>To be maintained through the life of the contract</p>	<p>ADAP Enrollment Site Contact and ADAP EW(s)</p>	<p>Notify the ADAP Advisor when instances of misconduct are identified.</p> <p>ADAP Site Contacts may be required to submit a Corrective Action Plan to the ADAP Advisor to address occurrences of misconduct.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2019

<p>i. Knowingly and willfully enrolling clients with inaccurate or false documentation.* ii. Insubordination and/or non-compliance with CDPH/OA/ADAP staff requests. iii. Verbally abusive, use of derogatory language iv. Unresponsive to CDPH/OA/ADAP staff and/or client inquiries. v. Conducting unauthorized off-site ADAP enrollment. vi. Transporting ADAP files without having a transportation plan approved by CDPH/OA/ADAP staff.</p> <p>* Knowingly providing inaccurate or false documentation may be in violation of various Penal Code laws and may be subject to violations of the California False Claims Act, which prohibits any person or entity from knowingly making or using a false statement or document to obtain money, property, or services from the State. (See California Government Code section 12650 et. seq.)</p>			<p>EWs who engage in misconduct may be subject to temporary or permanent suspension of ADAP EW status.</p>
<p>A.7. Training and Guidelines Requirements:</p> <p>i. Ensure all new ADAP EWs have successfully completed new ADAP EW training provided by CDPH/OA/ADAP prior to enrolling or re-certifying ADAP clients.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP Enrollment Site Contact</p>	<p>Report to the assigned ADAP Advisor, site staff who will be registering for required ADAP EW trainings.</p>

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<p>ii. Ensure compliance with the requirements written in the ADAP “California State ADAP Guidelines” and ADAP Management Memos.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP Enrollment Site Contact and ADAP EW(s)</p>	
<p>iii. Ensure existing ADAP EWs maintain active status by participating in required annual recertifying ADAP EW trainings and/or other required ad hoc trainings provided by CDPH/OA/ADAP and/or the CDPH/OA/ADAP EBM in order to maintain ADAP certification to continue conducting ADAP enrollment functions.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP Enrollment Site Contact</p>	<p>Notify ADAP EWs to recertify 30 days prior to the recertification end date.</p>
<p>iv. Ensure the ADAP Enrollment Site has representation/participation on all monthly CDPH/OA/ADAP EW calls.</p>	<p>Monthly through the life of the contract.</p>	<p>ADAP Enrollment Site Contact</p>	<p>Must ensure ADAP Enrollment Site participation for 90 percent of these calls. Must contact the ADAP Advisor, if unable to participate on a call to discuss the topics covered.</p>
<p>A.8.ADAP Enrollment Tracking Requirements:</p>			
<p>i. Ensure all ADAP EWs are identified and have a site specific ADAP EW ID number issued by the CDPH/OA/ADAP EBM.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP Enrollment Site Contact</p>	<p>This site specific ADAP EW ID number may only be used by the ADAP EW to whom it is assigned for enrollment activities at this site.</p>

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<p>ii. Report any changes in site specific ADAP EWs' status (e.g., job duties, relocation, separation, etc.) that will alter the ADAP EW(s) ability to enroll clients, including the de-activation of any ADAP EW ID numbers.</p>	<p>Within 24 hours of the change</p>	<p>ADAP Enrollment Site Contact</p>	<p>Report addition/deletion/changes to ADAP EW(s) to the CDPH/OA/ADAP EBM and/or the assigned ADAP Advisor.</p>
<p>A.9. Transportation Plan Requirements:</p>			
<p>Ensure that no ADAP client eligibility documentation, records, files, etc., will be transported to or from the ADAP Enrollment Site without an approved transportation plan.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP Enrollment Site Contact</p>	<p>See "Plan for Transporting Confidential ADAP Client Files", Exhibit G.</p>
<p>Exception to this restriction may be approved by CDPH/OA/ADAP for the following reasons:</p> <ul style="list-style-type: none"> i. Client disability; or, ii. Remote distance requires ADAP EW to meet with client outside of the ADAP Enrollment Site; or, iii. The entire ADAP Enrollment Site is moving to a new address/location. <p>Ensure that no ADAP client enrollment files will be transported until CDPH/OA/ADAP provides written approval of the site's specific transportation plan.</p>	<p>30 days prior to the need for transporting any ADAP client enrollment documents/files</p>	<p>ADAP Enrollment Site Contact</p>	<p>Submit a written request to the assigned ADAP Advisor which justifies the necessity for transporting ADAP client enrollment document/files. The request must also identify the specific procedures to be followed to safeguard the confidentiality of the ADAP client documents being transported, as well as who will be responsible/accountable for site's specific procedure(s). See "Plan for Transporting Confidential ADAP Client Files", Exhibit G.</p>
<p>A.10. Administrative Requirements</p>			
<ul style="list-style-type: none"> i. Notify the assigned ADAP Advisor if the site wishes to change from an open site (one which serves any individual who wishes to enroll) to a closed site (one 	<p>Within at least 30 days notice to the requested change in status date.</p>	<p>ADAP Enrollment Site Contact</p>	<p>Written Request required (may be submitted by email) to ADAP Advisor.</p>

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which serves only agency-affiliated individuals) or vice versa.			
ii. Notify the assigned ADAP Advisor if the site plans to no longer provide ADAP enrollment services.	Within at least 60 days of the site deactivation date.	ADAP Enrollment Site Contact/Authorized Agency Administrator	Written Notification required (may be submitted by email) and submission of an ADAP transportation plan to the site's designated ADAP Advisor assuring the secure transfer of hard copy ADAP client files.
A.11. Auditing Requirements			
A. Facilitate CDPH/OA/ADAP site visit requests, including but not limited to receiving or providing required documentation/information as requested by the assigned ADAP Advisor. Act as liaison between the site, ADAP Advisor, ADAP EW(s), and LHJ Coordinator (if applicable) in activities related to the site visit.	As needed during normal working hours	ADAP Site Contact/Authorized Agency Administrator	Respond to written notifications and requests for information initiated by CDPH/OA/ADAP personnel.
B. Ensure that CDPH/OA/ADAP staff, authorized CDPH/OA/ADAP representatives and/or other state and federal agencies are granted access to all ADAP client eligibility files and any other documentation related to this contract agreement for audit purposes.	As needed during normal working hours	ADAP Site Contact/Authorized Agency Administrator	Respond to written and in-person requests for ADAP client files made by CDPH/OA/ADAP personnel.

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<p>C. Develop and submit required Corrective Action Plan (CAP) when required based on results of ADAP site visit/federal or state program audit.</p>	<p>As needed</p>	<p>ADAP Site Contact/Authorized Agency Administrator</p>	<p>CAP is to be submitted to the assigned ADAP Advisor by the timeframe identified in the letter or audit report indicating the CAP is required.</p>
<p>D. Maintain hard copy ADAP client files/records for four years (the current year, plus three prior years).</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP Enrollment Site Contact</p>	<p>As needed, records will be made available to view within the timeframe provided by the federal or state auditors. At contract termination or expiration, Protected Health Information must be returned or retained in accordance with Exhibit D, "HIPAA Business Associate Addendum (CDPH HIPAA BAA 8-14)".</p>
<p>A.12. Grievance Requirements A. Ensure that ADAP clients are made aware of, and have access to, the CDPH/OA/ADAP Grievance procedures, and form as outlined in the California State ADAP Guidelines.</p>	<p>During in-person services Upon initial and annual re-enrollments of ADAP clients.</p>	<p>ADAP Enrollment Site Contact and/or ADAP EW(s)</p>	<p>CDPH/OA/ADAP will verify, via review of the ADAP Client Satisfaction Survey.</p>

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<p>B. Upon client request, assist ADAP clients in the completion and submission of a CDPH/OA/ADAP grievance form and related documents. Assistance may also include providing the mailing address and contact information for ADAP Advisors and/or other CDPH/OA/ADAP Contractors, and/or the submission of the completed grievance form and related documents to CDHP/OA/ADAP.</p>	<p>As needed</p>	<p>ADAP Enrollment Site Contact and/or ADAP EW(s)</p>	<p>Notify the assigned ADAP Advisor immediately if assistance is needed with the CDPH/OA/ADAP grievance process.</p>
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Exhibit A, Attachment I
Definition of Terms

- i. AIDS Drug Assistance Program (ADAP) – Established in 1987 to help ensure that eligible, HIV positive uninsured and under-insured individuals have access to medication on the ADAP formulary through the Medication Program and Health Insurance Assistance Programs. ADAP provides medication, premium payment, and medical out of pocket payment assistance.
- ii. ADAP Advisor – Office of AIDS ADAP staff assigned to a Local Health Jurisdiction or ADAP Enrollment Site for monitoring and technical assistance.
- iii. ADAP Coordinator – Local Health Jurisdiction or other local agency staff designated to act as the primary county contact between the ADAP enrollment sites, OA, and ADAP contractors.
- iv. ADAP Enrollment Worker (EW) – ADAP Enrollment Site staff certified to provide ADAP enrollment services and access ADAP data.
- v. ADAP Enrollment Site Contact – Ensures the requirements of this contract agreement are adhered to, including, but not limited to the participation in monthly ADAP EW calls. Act as the primary contact for OA, the ADAP Coordinator within the Local Health Jurisdiction, and ADAP service contractors.
- vi. California Department of Public Health (CDPH) – is the lead agency in California providing detection, treatment, prevention and surveillance of public health issues.
- vii. Closed Site – ADAP enrollment site that only serves ADAP applicants/clients associated with their entity.
- viii. Community Based Organization (CBO) – Non-profit 501(3)(c) entities that operate within a single local community.
- ix. Fiscal Year (FY) – July 1 through June 30.
- x. Contractor – ADAP approved enrollment site managed by a non-profit organization to provide ADAP enrollment services.
- xi. Enrollment Benefits Manager (EBM) – Service contractor providing enrollment and benefits management support for ADAP.
- xii. Insurance Benefits Manager (IBM) – Service contractor that manages and processes health insurance premium payments for clients enrolled in both ADAP's Medication Program and Insurance Assistance Programs.
- xiii. Local Health Jurisdiction (LHJ) – One of 58 counties and three cities (Pasadena, Long Beach, and Berkeley) in the state of California.
- xiv. Medical Benefits Manager (MBM) – Service contractor that manages and processes outpatient medical out of pocket payments for clients enrolled in both ADAP's Medication Program the Office of AIDS Health Insurance Premium Payment Program.

Exhibit A, Attachment I
Definition of Terms

- xv. Office of AIDS (OA) – Has lead responsibility for coordinating state programs, services, and activities relating to HIV/AIDS as designated by California Health and Safety Code Section 131019.
- xvi. OA Health Insurance Premium Payment (OA-HIPP) – Pays for private health insurance premiums and medical out of pocket costs for clients co-enrolled in ADAP’s Medication Program.
- xvii. OA Medicare Part D Premium Payment Program – Pays for Medicare Part D premiums for clients co-enrolled in ADAP’s Medication Program.
- xviii. Open Site – ADAP enrollment site that serves all ADAP applicants/clients.
- xix. Pharmacy Benefits Manager (PBM) – Service contractor administering the ADAP statewide pharmacy network and providing pharmaceutical services for ADAP clients

Exhibit B
Budget Detail and Payment Provisions

1. Payments

- A. In no event shall CDPH/OA/ADAP pay the Contractor for services performed prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, CDPH/OA/ADAP agrees to compensate the Contractor for actual services provided in accordance with the amounts specified in Exhibit B, Section E., Amounts Payable.
- C. Payments shall be processed by CDPH/OA/ADAP no later than the end of the quarter dates noted below.

First Quarter: July 1 – September 30
Payment no later than: November 30

Second Quarter: October 1 – December 31
Payment no later than: February 28

Third Quarter: January 1 – March 31
Payment no later than: May 31

Fourth Quarter: April 1 – June 30
Payment no later than: August 31

(FINAL) Supplemental: July 1 – June 30
Payment no later than: August 31

- D. Payments shall:
 - 1) Be calculated based on current ADAP client enrollment data as provided by the ADAP Enrollment Benefits Management (EBM) contractor to determine the number of ADAP services provided at each enrollment site.
 - 2) Identify the payment period and/or performance period covered.
 - 3) Itemize ADAP services for the payment period in the same level of detail as indicated in Section E Amounts Payable. Subject to the terms of this agreement, payment will only be made for those services expressly identified in this agreement as approved by CDPH/OA/ADAP.

E. Amounts Payable

All ADAP enrollment sites with a minimum of one ADAP enrollment per fiscal year (FY) will receive a floor amount of \$5,000 with additional payment(s) per FY for performing the following ADAP services complete with all required forms and verifying documentation:

- New ADAP Medication Program Enrollments: \$50/per new enrollment

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Budget Detail and Payment Provisions

- New ADAP Insurance Assistance Program Enrollments: \$100/per new enrollment
- ADAP bi-annual recertifications: \$20/per recertification
- ADAP annual re-enrollments: \$50/per re-enrollment
- Covered California open enrollment annual renewal documentation submissions for OA-HIPP/Covered California clients (may be required outside clients' enrollment or recertification cycle for new health plan year): \$50/per renewal
- ADAP Client Updates: \$20/per update related to income, residency, and health insurance/other third party payer coverage.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the 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 FY 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 the Contractor to reflect the reduced amount.
- C. 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 termination or cancellation and any non-cancelable obligations incurred in support of this agreement.

3. Prompt Payment Clause

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

4. Timely Final Payment

- A. Final payment shall be processed no more than *sixty (60)* 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.
- B. CDPH/OA/ADAP shall make payment to the Contractor quarterly in arrears for costs associated with the provision of ADAP services at the ADAP Enrollment Site in the local health jurisdiction (LHJ), under this contract agreement. Payment to the Contractor will be contingent upon receipt and execution of this contract agreement and the provision of ADAP services (as verified by CDPH/OA/ADAP through the EBM data).
- C. This contract agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the State Legislature, which may affect the provisions, terms, or funding of this contract agreement in any manner.

Exhibit B
Budget Detail and Payment Provisions

5. Recovery of Overpayments

- A. Contractor agrees that payments based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by CDPH/OA/ADAP by CDPH/OA/ADAP withholding payments or withholding a portion of payment for services performed until the amount of overpayment has been resolved.

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.

Exhibit D
HIPAA Business Associate Addendum

I. Recitals

- A. The underlying contract (Agreement), to which this HIPAA Business Associate Addendum is attached to and made a part of, has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in the Agreement, Contractor, here and after, is the Business Associate of CDPH acting on CDPH' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI and PI. CDPH and Business Associate are each a party to the Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to the Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that CDPH must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

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

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in the Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the

Exhibit D
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minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

B. Prohibited Uses and Disclosures

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

C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by the Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide CDPH with its current and updated policies.

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HIPAA Business Associate Addendum

3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of CDPH under the Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of the Agreement.

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

D. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. Business Associate's Agents and Subcontractors.

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of CDPH, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.
2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by CDPH; or

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- b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

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

1. To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable CDPH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from CDPH that was provided to CDPH by the Social Security Administration, upon request by CDPH, Business Associate shall provide CDPH with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by CDPH.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to CDPH and shall set forth the efforts it made to obtain the information.

I. Documentation of Disclosures. To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for CDPH as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for CDPH after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is

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later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. Breaches and Security Incidents. During the term of the Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. **Notice to CDPH.** (1) To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to CDPH by the Social Security Administration. (2) To notify CDPH **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of the Agreement and this Addendum, or potential loss of confidential data affecting the Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the CDPH ITSD Service Desk. Notice shall be made using the "CDPH Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the CDPH Privacy Office website (www.CDPH.ca.gov),

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. Within 72 hours of the discovery, Business Associate shall submit an updated "CDPH Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer:
 3. **Complete Report.** To provide a complete report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "CDPH Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If CDPH requests information in addition to that listed on the "CDPH Privacy Incident Report" form, Business Associate shall make reasonable efforts to

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 HIPAA Business Associate Addendum

provide CDPH with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "CDPH Privacy Incident Report" form. CDPH will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.

4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to CDPH in addition to Business Associate, Business Associate shall notify CDPH, and CDPH and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

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

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

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HIPAA Business Associate Addendum

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

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

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

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

IV. Obligations of CDPH

CDPH agrees to:

A. *Notice of Privacy Practices.* Provide Business Associate with the Notice of Privacy Practices that CDPH produces in accordance with 45 CFR section 164.520, as well as any changes to such notice.

B. *Permission by Individuals for Use and Disclosure of PHI.* Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. *Notification of Restrictions.* Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. *Requests Conflicting with HIPAA Rules.* Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

V. Audits, Inspection and Enforcement

A. From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with the Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the CDPH Privacy Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does CDPH's:

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HIPAA Business Associate Addendum

1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH' enforcement rights under the Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify CDPH and provide CDPH with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

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

VII. Miscellaneous Provisions

Exhibit D
HIPAA Business Associate Addendum

- A. *Disclaimer.*** CDPH makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH' request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CDPH may terminate the Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by CDPH pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of the Agreement.

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HIPAA Business Associate Addendum

H. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit D
HIPAA Business Associate Addendum

Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of CDPH, or access or disclose CDPH PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with CDPH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access CDPH PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- B. *Server Security.*** Servers containing unencrypted CDPH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of CDPH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain CDPH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

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- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. *Data Destruction.*** When no longer needed, all CDPH PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the CDPH Information Security Office.
- I. *System Timeout.*** The system providing access to CDPH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to CDPH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. *System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PHI or PI, or which alters CDPH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. *Access Controls.*** The system providing access to CDPH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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- M. *Transmission encryption.*** All data transmissions of CDPH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

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

IV. Business Continuity / Disaster Recovery Controls

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

V. Paper Document Controls

- A. *Supervision of Data.*** CDPH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where CDPH PHI or PI is contained shall be escorted and CDPH PHI or PI shall be kept out of sight while visitors are in the area.

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- C. Confidential Destruction.** CDPH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. Removal of Data.** CDPH PHI or PI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. Faxing.** Faxes containing CDPH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. Mailing.** Mailings of CDPH PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of CDPH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.



Karen L. Smith, MD, MPH
Director and State Health Officer

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

Exhibit E



EDMUND G. BROWN JR.
Governor

MESSAGE FROM AIDS DRUG ASSISTANCE PROGRAM

NOTICE OF PRIVACY PRACTICES

Effective March 23, 2015

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

AIDS Drug Assistance Program (ADAP) must keep your health information private. ADAP receives information about you when you apply for benefits and when your pharmacist sends ADAP a bill for your care. ADAP also receives medical information on your treatment when ADAP approves your care. ADAP must give you this notice about the law and how ADAP can use and share your health information and what your rights are.

HOW ADAP MAY USE AND SHARE INFORMATION ABOUT YOU

ADAP may only use and share information about you, as required or permitted by law, in the operation of ADAP, Ryan White HIV/AIDS Program, Covered California, and Medi-Cal. This information includes things like your name, address, personal facts, medical history, Social Security Number and medical care given to you.

ADAP uses this information and shares it with others for the following reasons:

- **For payment:** ADAP and others that work with ADAP review, approve, and pay for pharmacy bills sent to ADAP for your medical care. When ADAP does this, ADAP shares information with the pharmacy benefits manager, pharmacists and doctors and others who bill ADAP for your care.
- **For health care operations:** ADAP may use your health records to check the quality of the prescription drug treatment you receive and to check your medical need to

receive restricted ADAP drugs. ADAP may also use this information in audits or fraud investigations, or for planning and managing the ADAP program.

- **Eligibility Determination:** ADAP may share your ADAP information with a Covered California Certified Enrollment Counselor, or with a benefits counselor, case manager, or OA-Health Insurance Premium Payment Program (OA-HIPP) enrollment worker who is an employee or contractor of a Health Insurance and Portability and Accountability Act (HIPAA)-covered county health department delivering HIV or AIDS health care services, for the purpose of enrolling you in and continuing your access to a Medi-Cal or Covered California health plan .

ADAP may also share your name and Social Security Number or individual taxpayer identification number with the Franchise Tax Board. This allows ADAP to verify your income from reported tax records and allows us to obtain required financial documentation if you do not have these records.

SOME OTHER WAYS ADAP MAY SHARE YOUR INFORMATION

The law also allows ADAP to use or give out information ADAP has about you for the following reasons:

- To call or write to you about your benefits with ADAP.
- When required by state or federal law.
- To agencies that oversee audits or investigations for purposes directly related to ADAP.
- In appeals of decisions about health care claims paid or denied by ADAP.
- To the federal government when it is checking on how ADAP is meeting privacy laws.
- To other government agencies that give public benefits such as Medi-Cal, under specified conditions permitted by law.

ADAP may give out health information about you to organizations that help run ADAP's program. If ADAP does, ADAP will make sure that it protects the privacy of your information ADAP shares with them.

Some state laws limit sharing the information listed above. For example, there are special laws, which protect information about HIV/AIDS status, mental health treatment, developmental disabilities, and drug and alcohol abuse care. ADAP will obey these laws.

WHEN WRITTEN PERMISSION IS NEEDED

If ADAP wants to use or give out personal and health information about you for any reason that is not listed above, ADAP must ask your permission in writing. You may take back your written permission at any time, except if we have already acted because of your permission.

WHAT ARE YOUR PRIVACY RIGHTS UNDER THE LAW?

You have the right to:

- Ask ADAP not to use or share your personal health care information in the ways listed above. However, ADAP may not be able to honor your request.
- Ask ADAP to contact you in writing only or at a different address, post office box, or by telephone. ADAP will accept reasonable requests if needed for your safety.
- To see and get a copy of your ADAP information. You may have someone else see and get a copy of your ADAP information. ADAP has information about your eligibility, your health care bills, and some medical records that ADAP uses to allow or manage your health care services. You will need to pay a fee for ADAP to copy and mail the records. ADAP may keep you from seeing all or parts of your records when the law allows. If ADAP does, ADAP will give you information on how to appeal our decision.
- To change the records if you believe some information ADAP has about you is wrong. ADAP may deny your request if the information was not made or kept by ADAP, or the information is already correct and complete. If your request is denied, you may write a letter disagreeing with ADAP's decision and your letter will be kept with your records.

****IMPORTANT****

ADAP DOES NOT HAVE COMPLETE COPIES OF YOUR MEDICAL RECORDS. IF YOU WANT TO LOOK AT, GET A COPY OF, OR CHANGE YOUR MEDICAL RECORDS, PLEASE CONTACT YOUR DOCTOR, CLINIC, OR HEALTH CARE PLAN.

- You have the right to ask for a list of the times when ADAP has shared your health information after April 14, 2003. The list will tell you what information ADAP shared, with whom, when, and for what reasons. The list will not have when ADAP gave information to you, when ADAP had your permission, or when ADAP shared it for treatment, payment, or health care operations.
- You have a right to receive a written copy of this Notice of Privacy Practices when you request it. You can also find this notice on our website at <http://www.cdph.ca.gov/programs/aids/Pages/tOAADAPindiv.aspx>

HOW DO YOU CONTACT ADAP TO USE YOUR RIGHTS?

Please call or write ADAP if you want to receive the form you will need to exercise your privacy rights.

**ADAP Health Insurance Portability
and Accountability Act Coordinator**

c/o ADAP

Department of Public Health
MS 7700, P.O. Box 997426
Sacramento, CA 95899-7426
(916) 449-5882

You may also contact your ADAP enrollment worker for the forms necessary to exercise your rights.

If you believe that ADAP has not protected your privacy, you may file a complaint by calling or writing to:

Privacy Officer
California Department of Public Health
Office of Legal Services
Privacy Office,
1415 L Street, Suite 500
Sacramento, CA 95814
(916) 440-7671

COMPLAINTS

You may also call or write the Secretary of the United States (U.S.), Department of Health and Human Services, Office for Civil Rights, 90 7th Street, Suite 4-100, San Francisco, CA 94103, telephone (800) 368-1019 or you may call the U.S. Office for Rights at 866-OCR-PRIV, 866-627-7748, or 866-788-4989 TTY/TDD.

ADAP cannot take away your health care benefits or retaliate in any way if you file a complaint or use any of the privacy rights in this notice.

If you have any questions about this notice, and want more information please contact the California Department of Public Health, Privacy Officer, at the address and telephone number listed above.

CHANGES TO NOTICE OF PRIVACY PRACTICES

ADAP must obey the rules of this notice. ADAP has the right to make changes in the ADAP privacy rules. If ADAP does make any changes, ADAP will correct this notice and give it to you right away.

To get a copy of this notice in other languages, Braille, large print, audiocassette or computer disk, please call or write to ADAP at the phone number or address listed.

Exhibit F

Security Requirements, Protections, and Confidentiality Checklist

Site Name: _____ Site Number: _____

The Contractor shall complete and return this checklist with the signed copy of the contract agreement. To complete this checklist, the authorized agency administrator or representative attests by checking the boxes adjacent to the statement and signing this checklist that the ADAP Enrollment Site meets, and shall continue to meet throughout the life of the contract (July 1, 2016 – June 30, 2019), the requirements as identified in the Scope of Work which includes those identified below:

1.	The Contractor has reviewed and attests that the contracting agency or organization meets the requirements as written in the “Nondiscrimination Clause (OCP-1)” STD 17A form and has a process in place to deal with discrimination complaints.	
2.	The Contractor can ensure the administrative, physical and technical safeguards of protected health information as required in the CDPH HIPAA BAA 8-14, HIPAA Business Associate Addendum.	
2.a.	<i>Breaches of confidential client information must be immediately reported to CDPH/OA/ADAP. In the space below, please identify the process (and individual/s) your agency or organization has in place to report breaches of ADAP clients’ protected health or personal information.</i>	
3.	The ADAP Notice of Privacy Practices is posted in an area at the ADAP Enrollment Site that is accessible and visible to ADAP applicants/clients.	
4.	The Contractor has internet access and scanning and uploading capabilities to allow for the creation of electronic ADAP client files within the designated ADAP’s Enrollment Benefits Management secure web-based enrollment system.	
5.	The Contractor has desktop computers with internet access available for all site personnel (shared or individual) who will be performing ADAP enrollment services.	
6.	The Contractor has fax machine/s and scanner/s used to transmit and/or received ADAP client enrollment information/documentation located in a secure area at this ADAP Enrollment Site.	

All of the requirements listed above must be met in order to become an ADAP Enrollment Site.

Print Name of Authorized Agency Representative

Title

Signature

Date

**Plan for Transporting
Sample – Confidential ADAP Client Files
POLICY & PROCEDURE
[Site Name]**

SUBJECT:	Security Policy for Transporting AIDS Drug Assistance Program (ADAP) Enrollment Forms and Documentation	SITE NUMBER:	[XXXX]
REQUESTED BY:	_____	INITIAL REQUEST:	<input type="checkbox"/>
	[Printed Name]	REVISED REQUEST:	<input type="checkbox"/>
	_____	EFFECTIVE DATE:	_____
	[Title]	REVISION DATE:	_____

Background: [Name of Enrollment Site], AIDS DRUG ASSISTANCE PROGRAM (ADAP), helps to ensure that HIV positive uninsured and under-insured individuals have access to pharmaceutical therapies. The goal of ADAP is to make available, in an effective and timely manner to people living with HIV, drug treatments that can increase the duration and quality of life. In order to serve those in need, it is sometimes necessary to assist individuals with the ADAP eligibility paperwork at an offsite location.

Purpose: The purpose of this policy and procedure is to establish guidelines for transporting ADAP enrollment forms and other necessary ADAP client documentation to and from [Name of Enrollment Site], in the event that it is deemed necessary to do the ADAP eligibility paperwork at a location other than at the [Name of Enrollment Site], facility located at [Address of Enrollment Site].

Policy: It is the policy of [Name of Enrollment Site], ADAP, to ensure that any transportation of ADAP documentation will be safe, secured and implemented in accordance with [Name of Enrollment Site], guidelines for safeguarding the confidentiality of protected health information. ADAP Enrollment Workers (EWs) will implement reasonable and appropriate administrative, technical, and physical measures to safeguard protected health information from any intentional or unintentional use or disclosure that might violate County, State or Federal privacy regulations, and [HIV confidentiality and disclosure laws](#).

References: [Name of Enrollment Site]

[Name of HIPPA document(s) used by site]

[Name of Enrollment Site, Privacy Incident Report]

Procedure:

- I. Original client paper records and ADAP enrollment documents **will not** be transported unless necessary to provide services to a client.
- II. It shall be at the discretion of the EWs to determine if it is necessary to transport documents. If deemed necessary:
 - A. An “ADAP Checkout Log” will be completed and maintained by the ADAP Site Contact that includes the ADAP client’s name, ADAP documentation transported, date removed, date returned and the EW’s name
 - B. All ADAP documents that are transported to an off-site location will be noted on the “ADAP Checkout Log”
 - C. All documentation and records will be returned as quickly as possible
 - D. The “ADAP Checkout Log” will be stored in a confidential and secure location
- III. The safety and return of the documents will be the responsibility of the person who removed them.
- IV. EWs will make every effort to maintain the safety and security of ADAP records when transporting them to or from [Name of Enrollment Site], and completing them at the offsite location.
 - A. ADAP documents will be transported in a folder, inside of a locked brief case, and locked in the vehicle trunk.
 - B. Once ADAP documents have been transported back to the [Name of Enrollment Site], EWs will immediately account for all client documentation and assure that it is returned to its proper, secure destination.
 - C. The use of laptops or other electronic media device to transport documentation is not permitted.

Signature of Site Contact / Agency Administrator

Date Signed

NONDISCRIMINATION CLAUSE (OCP-1)

STD. 17A (REV. 9-2000)_CDPH

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990 (a-f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs. tit. 2, §7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

Employee name (print)

Employee Signature

Date

Supervisor name (print)

Supervisor Signature

Date

Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one of the following** three paragraphs and complete the certification below:

1. _____
 Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
 Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____
 Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: CAO, Public Works

TIME REQUIRED

SUBJECT Ordinance Authorizing the Use of
Certain Unpaved County Roads for
the 2016 Sierra Safari Off-Highway
Vehicle Event

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance designating certain unpaved county roads throughout the unincorporated area of Mono County as roughly graded roads within the meaning of Vehicle Code section 38001 for the purpose of facilitating the short-term use of those roads for the 2016 Sierra Safari Off-Highway Vehicle Tour.

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

Public Works staff time to set up "Special Event" signs.

CONTACT NAME: Leslie Chapman, Jeff Walters

PHONE/EMAIL: x5414 (Leslie) x5459 (Jeff) / lchapman@mono.ca.gov; jwalters@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History**Time**

9/8/2016 5:22 AM

9/6/2016 5:50 PM

9/7/2016 3:01 PM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

To: Board of Supervisors

From: Leslie Chapman and Jeff Walters

Date: September 13, 2016

Re: Ordinance authorizing the use of certain County roads for the 2016 Sierra Safari off-highway vehicle event

Recommendation

Adopt proposed ordinance designating certain unpaved county roads throughout the unincorporated area of Mono County as roughly graded roads within the meaning of Vehicle Code section 38001 for the purpose of facilitating the short-term use of those roads for the 2016 Sierra Safari off-highway vehicle tour.

Strategic Plan Focus Area(s) Met

The proposed ordinance furthers the Strategic Plan focus area of “economic base” by facilitating the continuation of a popular event in Mono County which has taken place for the last 27 years, and which brings visitors and economic benefits to the community of Bridgeport and other areas within the County.

Fiscal Impact

Public Works staff time to place “Special Event” signs.

Discussion

Since at least 1989, Mono County has been the site of an off-highway vehicle event known as the Sierra Safari. Sierra Safari is a three-day guided off-highway vehicle tour starting in Mammoth Lakes, continuing to Hawthorne Nevada, and entering the Bridgeport area and the community of Bridgeport.

The event takes place on roads and trails throughout Mono County, and Mineral County in Nevada, including some dirt roads that are part of Mono County’s maintained mileage system.

This year the California Highway Patrol (CHP) brought to the County’s attention an ambiguity in the laws governing the use of County-maintained unpaved roads by off-highway vehicles such as those participating in the Sierra Safari. CHP indicated that these ambiguities could be addressed through adoption of a local ordinance designating those roads as “roughly graded roads” pursuant to Vehicle Code section 38001.

The County has worked with the California Highway Patrol and the Mono County Sheriff’s Department to develop an ordinance consistent with the CHP’s direction, so that the event may take place this Fall. Similar ordinances have been adopted in Lassen, Del Norte, and Plumas counties. The ordinance proposed for your Board’s approval is

designed as a short-term solution (with a sunset date of October 15) for the limited purpose of allowing the Sierra Safari to go forward this year.

It is staff's recommendation that following this year's event, the County work with law enforcement, the community, and other interested stakeholders to develop a long-term solution to the use (or non-use) of County-maintained dirt roads in Mono County by off-highway vehicles.

If you have any questions regarding this item prior to your meeting, please call Leslie at 760-932-5414 or Jeff Walters at 760-932-5459.



ORDINANCE NO. ORD16-__

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
DESIGNATING CERTAIN UNPAVED COUNTY ROADS
THROUGHOUT THE UNINCORPORATED AREA OF MONO COUNTY
AS ROUGHLY GRADED ROADS WITHIN THE MEANING OF
VEHICLE CODE SECTION 38001 FOR THE PURPOSE OF FACILITATING
THE SHORT-TERM USE OF THOSE ROADS FOR THE
2016 SIERRA SAFARI OFF-HIGHWAY VEHICLE TOUR**

WHEREAS, every year since at least 1989, Mono County has been the site of an off-highway vehicle event known as the Sierra Safari; and

WHEREAS, the Sierra Safari takes place on roughly graded dirt roads and trails throughout Mono County, and Mineral County in Nevada, including some roads that are part of Mono County's maintained mileage system; and

WHEREAS, the event is an important recreational and economic opportunity for Mono County, bringing critically needed commerce, activity and prestige to the community of Bridgeport; and

WHEREAS, this year law enforcement brought to the County's attention an ambiguity in the laws governing the use of County-maintained unpaved roads by off-highway vehicles such as those participating in the Sierra Safari; and

WHEREAS, the County has worked with the relevant law enforcement entities, including the California Highway Patrol and the Mono County Sheriff's Department, to resolve that ambiguity in the short-term, for the purpose of allowing the Sierra Safari to go forward this year, through adoption of this ordinance, which sunsets after the event;

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

SECTION ONE: Definitions and Findings

A. For the purposes of this ordinance the term "**Off-Highway Vehicles**" (OHV) means off-highway motorized wheeled vehicles including but not limited to "All-Terrain Vehicle" (ATV), "Utility Vehicle" (UTV), "Trail Bike", "Dune Buggy", "Off-Road Motorcycle", and Jeep-type vehicles, – pursuant to Sections 38006, 38010, and 38012 of Division 16.5, "Off-Highway Vehicles" of the California Vehicle Code. This definition applies to off-highway motorized wheeled vehicles that are not licensed for on-highway use as well as highway-licensed vehicles while operated off-highway.

B. The unpaved roads or portions of unpaved roads listed below are a part of the Mono County Maintained Mileage System and are within or connect to rural recreation areas and public lands where off-highway vehicle use is permitted.

C. The unpaved roads or portions of unpaved roads identified below are low volume, low speed, roughly-graded dirt roadways which are minimally maintained. The design and use of

1 these roads allows for the safe operation of both regular vehicular traffic and off-highway
2 vehicle use.

3 **SECTION TWO: Off-Highway Vehicles: Areas Allowed**

4 The following unpaved roads, or portions thereof, are hereby designated as roughly
5 graded roads, pursuant to Section 38001 of Division 16.5, "Off-Highway Vehicles" of the
6 California Vehicle Code upon which Off-Highway Vehicles may be operated at the operator's
7 own risk:

8 **Road District ONE:**

9 **Road #3001, Big Springs Road**

10 **Road #3003, Bald Mountain Road**

11 **Road #3004, Bald Mountain Springs Road**

12 **Road District TWO:**

13 **Road #3028, Adobe Ranch Road**

14 **Road #3029, McGee Canyon Road**

15 **Road District THREE:**

16 **Road #3020, Pilot Springs Road**

17 **Road #3024, Crooked Meadows Road**

18 **Road #3023, Johnny Meadows Road**

19 **Road #3027, Dobie Meadows Road**

20 **Road #3022, Wet Meadows Road**

21 **Road#3021, Logging Camp Road**

22 **Road District FOUR:**

23 **Road #4007, Bodie Road**

24 **Road #4114, Aurora Canyon Road**

25 **Road #4008, Bodie Masonic Road**

26 **SECTION THREE:** This ordinance shall automatically sunset, and shall be of no
27 further force and effect, on October 15, 2016 unless extended by further ordinance of the
28 Board of Supervisors

SECTION FOUR: If any section, subsection, sentence, clause or phrase of this
ordinance is for any reason held to be unconstitutional and invalid, such decision shall not
affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby
declares that it would have passed this ordinance and every section, subsection, sentence,
clause or phrase thereof, irrespective of the fact any one or more sections, subsections,
sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION FIVE: This ordinance shall become effective 30 days from the date of its
adoption and final passage, which appears immediately below. The Clerk of the Board of
Supervisors shall post this ordinance and also publish it in the manner prescribed by
Government Code Section 25124 no later than 15 days after the date of its adoption and final

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passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT News Release from US Fish & Wildlife
re: Three Sierra Amphibians

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

News release dated August 25, 2016 from the US Fish and Wildlife Service regarding the Critical Habitat Designated for Three Sierra Amphibians in Mono County.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter from US Fish and Wildlife</p>

History

Time	Who	Approval
9/7/2016 5:09 PM	County Administrative Office	Yes
9/7/2016 2:48 PM	County Counsel	Yes

9/7/2016 3:00 PM

Finance

Yes

U.S. Fish & Wildlife Service

Department of the Interior
U.S. Fish & Wildlife Service
Sacramento Fish & Wildlife Office
2800 Cottage Way, Room W-2605
Sacramento, CA 95825

Media Contact:

Veronica Davison
veronica_davison@fws.gov
916-414-6671

News Release



August 25, 2016

FOR IMMEDIATE RELEASE

Critical Habitat Designated for Three Sierra Amphibians

Designation helps recover threatened frogs & streamline federal land activities permit process

SACRAMENTO, Calif. – The U.S. Fish and Wildlife Service (Service) has designated critical habitat for three Sierra amphibian species – Sierra Nevada yellow-legged frog, mountain yellow-legged frog, and Yosemite toad. All three were listed in 2014 as threatened under the Endangered Species Act. Designation of critical habitat for these species is designed to assist with their recovery. Most of the critical habitat for the frogs is on federal land, with significant overlap lands designated for each species.

The total acreage the Service identified as required to recover the three species is 1,812,164 acres. Based on more than 800 comments received during the two comment periods and numerous public meetings, the total area designated was reduced by 23,229 acres.

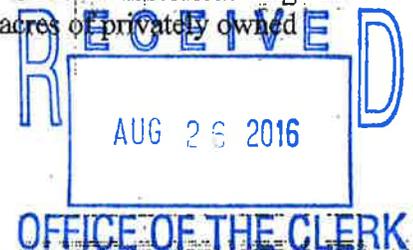
The Service also released the final economic analysis of the critical habitat designation, with the projected cost for all three species between \$760,000 and \$1,700,000 over the next 20 years. These are primarily for consultations and updated analyses conducted by federal agencies.

“The designation of critical habitat is an essential, final step in the listing process that will not only help us better conserve these imperiled species but recover and delist them,” said Jennifer Norris, Ph.D., field supervisor, Sacramento Fish and Wildlife Office. “The Service has been working diligently with our partners, including the Forest Service and the state of California, to ensure both effective conservation and continued multiple uses of our public land.”

The critical habitat designation may be used to better focus efforts undertaken by the National Park Service and others to help these species survive chytrid fungus—a disease that is decimating amphibian populations worldwide.

Frog Species Designations

Sierra Nevada yellow-legged frog: The critical habitat for this species includes lands within California’s Lassen, Butte, Plumas, Sierra, Nevada, Placer, El Dorado, Amador, Calaveras, Alpine, Tuolumne, Mono, Mariposa, Madera, and Fresno counties. This area represents approximately 18 percent of the historical range of the species. Land ownership consists of 1,002,633 acres of public lands and 79,481 acres of privately owned



lands. Of the federal lands, 71 percent are in designated wilderness areas, the highest level of conservation protection for federal lands.

Northern DPS of the Mountain yellow-legged frog: The critical habitat for this species includes lands within California's Fresno and Tulare counties. This area represents approximately 9 percent of the historical range of the species. Land ownership consists of 221,474 acres of public lands and 24 acres of privately owned lands. Of the federal lands, 98 percent are in designated wilderness.

Yosemite toad: The critical habitat for this species includes lands within California's Alpine, Tuolumne, Mono, Mariposa, Madera, Fresno, and Inyo counties. Land ownership consists of 746,548 acres of public lands and 4,376 acres of privately owned lands. Of federal lands, 75 percent are in designated wilderness areas.

Land use in the designated critical habitat areas consists primarily of high-elevation wilderness and forested lands with multiple uses, including recreation, fire and timber management, livestock grazing, and mining. Recreational activities in these areas should not significantly threaten the recovery of these species.

Identifying critical habitat does not create a refuge, alter land use, or change ownership. Activities on private lands that do not require federal permits or receive funding are not affected by a critical habitat designation. Critical habitat contains the physical or biological features essential to the conservation of the species, or is otherwise essential for the conservation of the species. A critical habitat designation requires federal agencies to consider the needs of the species when they authorize, fund, or carry out a project on lands designated as critical habitat.

The Final Rule designating critical habitat for the Sierra Nevada yellow-legged frog, the mountain yellow-legged frog, and the Yosemite toad is available for public inspection today at: <https://www.federalregister.gov/public-inspection>

The mission of the U.S. Fish and Wildlife Service is working with others to conserve, protect, and enhance fish, wildlife, plants, and their habitats for the continuing benefit of the American people. We are both a leader and trusted partner in fish and wildlife conservation, known for our scientific excellence, stewardship of lands and natural resources, dedicated professionals, and commitment to public service. For more information on our work and the people who make it happen, visit www.fws.gov/Sacramento. Connect with our [Facebook page](#), follow our [tweets](#), watch our [YouTube channel](#), and download photos from our [Flickr page](#).

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Economic Development

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Alicia Vennos

SUBJECT IFTM Top Resa Travel Tradeshow, Sept. 20-23, 2016

AGENDA DESCRIPTION:

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

Presentation by Alicia Vennos regarding representing the High Sierra Visitors Council at the IFTM Top Resa travel trade show in France, Sept. 20-23, 2016.

RECOMMENDED ACTION:

Approve out-of-state travel request for Alicia Vennos to represent Mono County and the High Sierra Visitors Council at IFTM Top Resa travel trade show in France, Sept. 20-23, 2016. Provide any desired direction to staff.

FISCAL IMPACT:

\$1,500 (Budgeted)

CONTACT NAME: Alicia Vennos

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

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[HSVC Marketing Plan 2015-16](#)

History

Time	Who	Approval
9/9/2016 5:00 AM	County Administrative Office	Yes
9/8/2016 6:28 PM	County Counsel	Yes
9/8/2016 5:55 PM	Finance	Yes



STAFF REPORT Economic Development

SUBJECT: Presentation by Alicia Vennos regarding representing the High Sierra Visitors Council at the IFTM Top Resa travel trade show in France, Sept. 20-23, 2016.

RECOMMENDATION: Approve out-of-state travel request for Alicia Vennos to represent Mono County and the High Sierra Visitors Council at IFTM Top Resa travel trade show in France, Sept. 20-23, 2016. Provide any desired direction to staff.

BACKGROUND: The High Sierra is one of Visit California's eight established Rural Tourism Regions, funded through [Visit California's "Rural Regional Program."](#) Mono County has been a member of the High Sierra Visitors Council (HSVC) for over 10 years. This Visit California program provides the established rural regions in California with the ability to promote their destination as a whole in markets that individual members might be unable to afford on their own. For the last three years, the HSVC's marketing plan has targeted the growing French travel market to California. This year, HSVC has selected Mono County to represent the High Sierra Visitors Council at the [IFTM Top Resa Show](#), one of the premier international travel industry shows (travel professionals only – outbound tour operators, travel agents, wholesalers, media – very few independent FIT travelers) in Europe. The HSVC/Mono County will be exhibiting along with several other destinations under the Visit California umbrella; the 4-day show runs from Sept. 20-23 at the Porte de Versailles Conference Center in Paris, France. The benefits for staff in representing both the HSVC and Mono County at IFTM are numerous, including face-to-face connection with hundreds of representatives of the French and European travel industry who are researching, developing and promoting California travel itineraries. The opportunity also serves to provide HSVC members with invaluable on-site training and education in international tourism markets, relevant to the High Sierra.

HSVC 2015-16 Marketing Plan is attached.

Visit California Research – French Travel Market:

<http://industry.visitcalifornia.com/media/uploads/files/editor/Visitors%20to%20CA%20from%20France%202014.pdf>

DISCUSSION: Feedback/input from the Board are welcome.

FISCAL IMPACT: Travel expenses will be approximately \$1,500 (budgeted).

Rural Regional Grant Program, FY 2015/16

Requirements

Program Overview

Visit California's rural tourism program has been operating for over 20 years to brand and increase awareness of the eight established rural California regions. The program is an effort between Visit California and regional destination management organizations throughout rural California.

Funding Model:

Currently, this program mandates that cooperative seed funding be leveraged at a 50% allocation level by Visit California, matching a 50% regional stakeholder investment. Visit California has allocated up to \$60,000 to each of the eight designated rural tourism regions to accomplish their proposed marketing programs. Requested grant funds must be matched by the region (ex. a proposal for \$45,000 will be matched with \$45,000 from the region).

Proposal Requirements:

Proposal must be for marketing programs that promote the entire region. Project(s) must be region-wide in scope, and have tiered offerings so that it is viable for all levels of participation. Partnerships can include DMOs, assessed and non-assessed businesses.

Deliverables

Please provide the following:

- Complete Marketing Budget, including sources of revenue. Must be equal to or more than the grant amount requested (up to \$60,000), to account for 50/50 VCA:Region match.
- Board of Directors & Membership Roster, including names, emails, addresses and Web sites
- Agenda and minutes for all regional meetings, if applicable

Conference Participation:

Attend at least one of Visit California's three Commission meetings and/or the annual Outlook Forum and at least one Rural Committee meeting.

Co-opportunities:

Participate in at least one of Visit California's paid cooperative marketing programs, including display ads, travel trade shows, etc. Visit <http://industry.visitcalifornia.com/Grow-Your-Business/Co-Opportunities/> for a complete list of programs taking place throughout the year.

Co-branding Guidelines:

Denote partnership with Visit California on all collateral.

- "In partnership with Visit California and Central Coast Tourism Council"
- All regional organization Web sites to include Visit California's consumer logo and reciprocal linking to visitcalifornia.com

- Highly encouraged to share information about activities/attractions, events, businesses, accommodations and other news by submitting content via the VisitCalifornia.com content submission tool at industry.visitcalifornia.com.

Project Timeline

Date	Milestone
July 1 – August 1, 2015	Proposal Due – Rolling submission <i>Contractor submits program proposal and invoice for first installment.</i>
1 -2 weeks after proposal submission	Proposal Review <i>Proposals are reviewed and approved by Visit California.</i>
3-4 weeks after proposal review	Agreement Issued <i>Visit California issues agreement.</i>
3-4 weeks after proposal review	1st Installment Issued <i>The invoice will be processed once the agreement is signed and returned to Visit California.</i>
January 1, 2016	Second round of proposals due (IF NEEDED) <i>It is not mandatory to use this second round submission, but if you do, projects will still need to be complete by June 30, 2016.</i>
January 8, 2016	Mid-Year Report Due For Proposals submitted July 1 – August 1 <i>Contractor submits mid-year report (to include proof of performance from first 6-months and any program modifications for the second 6-months) and invoice for the second installment.</i>
Week of January 11, 2016	Report Review <i>Reports are reviewed and approved by Visit California.</i>
2-3 weeks after mid-year report submitted	2nd Installment Issued <i>The invoice will be processed once the mid-year report is received and approved.</i>
March 15, 2016	Mid-Year Report Due For Proposals submitted January 1 <i>Contractor submits mid-year report (to include proof of performance from first 6-months and any program modifications for the second 6-months) and invoice for the second installment.</i>

Week of March 21, 2016	Report Review <i>Reports are reviewed and approved by Visit California.</i>
2-3 weeks after mid-year report submitted	2nd Installment Issued <i>The invoice will be processed once the mid-year report is received and approved.</i>
July 15, 2016	Year-End Reports Due <i>Contractor submits year-end report (to include overall program proof of performance, measurement and analysis).</i>

Proposal Template

Administrative Information

Region:	High Sierra
Entity Name:	High Sierra Visitors Council
Address:	
Point of Contact:	Terry Selk
Title:	President
Phone:	209 742-4567
Email Address:	terrys@yosemiteexperience.com

About the Project(s)

Name(s):	California High Sierra
Requested Grant Funds: <i>The maximum amount available is \$60,000.</i>	\$30,000
Description:	A multi-faceted campaign to raise awareness of the attributes of the destinations within the region as well as geographical location to key gateways.
Timeline:	July 1, 2015-June 30, 2016
Objectives:	<ol style="list-style-type: none"> 1) Promote awareness of the region and the destinations/partners within it; 2) Educate consumers and travel trade as to region's attributes and accessibility via primary gateways; 3) Help fill off-season room nights, varies by area; 4) Encourage tour operator development into and through area via the use of itineraries and partnership marketing;
Strategy:	<ol style="list-style-type: none"> 1) Extend previous investment in France with travel trade, media and consumers by enhancing variety of tools and resources established;

	<ol style="list-style-type: none"> 2) Seize opportunities that are uniquely occurring in the fiscal time period (i.e. Superbowl, Centennial of the National Parks Service, release of Brand USA IMAX and big screen theatre film); 3) Consider targeted opportunities in additional international markets outside of France to penetrate appropriate market audiences; 4) Utilize social media, search engine optimization, other to broaden reach to consumers across domestic and international market segments; 5) Work with Visit CA and San Francisco Travel in maximizing media awareness; 6) Improve content development on californiahighsierra.com with addition of suggested itineraries;
<p>Target Audience:</p>	<p>Travel trade, media and consumers in France, additional selected international markets and targeted domestic travelers.</p>
<p>Implementation Plan:</p>	<ol style="list-style-type: none"> 1) Continue contract relationship with MNO in France for trade and media outreach 2) Expand relationship with MNO to strengthen French Facebook engagement and support French language website via SEM; 3) Consider promotional opportunity with CANUSA or other partner in Germany to help directly reach consumers; 4) Consider additional market segments where appropriate including China and Canada; 5) Participate in Visit CA Media Mission in San Francisco; 6) Distribute 8 night trip giveaways to the travel trade and media in an effort to grow awareness through experiencing the product first-hand; 7) Replace resources/materials where necessary (i.e. High

	<p>Sierra brochure) and consider expanding resources to include video;</p> <p>8) Partner with SF Bay Area media outlets to promote escapes to the High Sierra during Superbowl 50 NFL Experience week;</p> <p>9) Participate in VC international travel trade/media event;</p> <p>10) Develop Visit CA Brand Experience Pillars profile sheets for Visit CA staff and offices to improve awareness and familiarity of attributes associated with each style of travel market audience;</p> <p>11) Utilize all tools and resources available through Visit CA, including visitcalifornia.com events calendar, story ideas, What’s New, video content submission, other;</p>
<p>Evaluation Methods & Metrics:</p>	<p>1) Follow up and engagement with media encountered at SF Media event and travel trade from international event;</p> <p>2) Offer “special offers” at properties within HS for the week during Superbowl 50 celebration;</p> <p>3) Value the investment with an international co-op partner in Germany, France, other in relation to bookings or marketing value/exposure;</p> <p>4) Measure change in website activity as a result of SEM investment;</p> <p>5) Measure change in Facebook engagement and social media activity as a result of expanded marketing efforts;</p>
<p>VCA Brand Experience Pillars: Note alignment with one or more:</p> <ul style="list-style-type: none"> - Culinary - Family Fun - Outdoor Adventure/Recreation - Culture & Entertainment - Luxury & Indulgence 	<p>All activities carried out by the High Sierra will engage with any one, combination thereof or all pillars through the variety of lodging properties highlighted, activities included and experiences identified.</p>



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Information Technology

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Nate Greenberg

SUBJECT Out of State Travel Authorization for Kirk Hartstrom

AGENDA DESCRIPTION:

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

Kirk Hartstrom was selected to participate in a security mentorship program through the Multi-State Information Security & Analysis Center (MS-ISAC). The kickoff for the mentorship program begins at MS-ISAC's Annual Meeting in San Antonio, TX from October 31 – November 2, 2016.

RECOMMENDED ACTION:

Authorize Kirk Hartstrom to travel to San Antonio, TX for the Multi-State Information Sharing & Analysis Center Annual Meeting as part of the Security Mentorship program.

FISCAL IMPACT:

MS-ISAC is paying for travel to and from San Antonio, and accommodations. Mono County will cover travel costs to the local airport and standard per diem rate (\$292.08 total).

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Travel Authorization & Meeting Information](#)

History**Time**

9/7/2016 5:17 PM

9/7/2016 9:20 AM

9/7/2016 2:37 PM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

August 24, 2016

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Out of state travel authorization for Kirk Hartstrom

Recommendation

Authorize Kirk Hartstrom to travel to San Antonio, TX for the Multi-State Information Sharing & Analysis Center Annual Meeting as part of the Security Mentorship program.

Discussion

Kirk Hartstrom was selected to participate in a security mentorship program through the Multi-State Information Security & Analysis Center (MS-ISAC) – a national organization focused on providing information security for state, local, tribal, and territorial governments.

It is an honor for Mono County to be enrolled in this program, and an excellent opportunity for Kirk to further develop the skills necessary to improve the County’s security posture.

The kickoff for the mentorship program begins at MS-ISAC’s Annual Meeting in San Antonio, TX from October 31 – November 2, 2016.

Fiscal Impact

MS-ISAC is paying for travel to and from San Antonio, and accommodations. Mono County will cover travel costs to the local airport and standard per diem rate (\$292.08 total).

Strategic Plan Alignment

2016 – 2017 Mono County Focus Areas

- ✘ Economic Base
 - Infrastructure
 - Public Safety
- ✘ Environmental Sustainability
 - Mono: Best Place to Work

IT Strategic Initiatives

- ✘ I. Business Operations and Efficiency
- ✘ II. Communications, Broadband, and Accessibility
- III. Infrastructure Resiliency and Security



MULTI-STATE **Information Sharing** **& Analysis Center™**

2016 MS-ISAC Annual Meeting
Monday, October 31 – Wednesday, November 2, 2016

Hyatt Regency San Antonio Riverwalk
123 Losoya Street
San Antonio, Texas 78205

Annual Meeting Abstract

What is the Multi-State Information Sharing and Analysis Center (MS-ISAC)?

The MS-ISAC is designated by the U.S. Department of Homeland Security as the focal point for cyber threat prevention, protection, response and recovery for the nation's state, local, tribal and territorial (SLTT) governments including chief information security officers, homeland security advisors and fusion centers. The MS-ISAC includes representatives from all 50 states, U.S. territories, hundreds of local governments (including all 50 state capital cities), and tribal governments. MS-ISAC primary members are the Chief Cyber Security Officers or equivalent of their SLTT governments.

The MS-ISAC operates a 24-hour Integrated Intelligence Center (IIC) that provides real-time network monitoring, early cyber threat warnings and advisories, vulnerability identification and mitigation and incident response for the nation's SLTT governments. The MS-ISAC also provides cyber security education and awareness activities, including co-hosting National Cyber Security Awareness Month each October, distribution of daily cyber tips and monthly cyber security newsletters, as well as hosting bi-monthly national cyber security webcasts. Other services provided by the MS-ISAC to its members include monthly meetings that feature subject matter expert presentations and members-only briefings on cyber security issues, access to secure portals for communication and information sharing, as well as participation in workgroups and attendance at the MS-ISAC Annual Meeting.

The MS-ISAC coordinates closely with the U.S. Department of Homeland Security through its Office of Cyber Security and Communications and National Cybersecurity and Communications Integration Center (NCCIC) providing a vital link between and among the SLTT governments and with the federal government. The MS-ISAC is identified as a crucial player as part of federal government's "steady state" operations as well as during cyber incidents. At the request of the federal government, the MS-ISAC has deployed staff full-time to the federal joint cyber operational center (National Cybersecurity and Communications Integration Center) to further facilitate information sharing and coordination.

The MS-ISAC has built and nurtured a trusted environment between and among our nation's SLTT governments by providing valuable information and lessons learned on cyber threats/exploits, vulnerabilities, consequences, and incidents, and direct assistance with responding to and recovering from cyber attacks and compromises.

The MS-ISAC also works closely with other organizations, such as the National Council of ISACs, the National Governors Association, the National Association of State Chief Information Officers, the National Cyber Security Alliance, and the National Association of Counties, as well as other public and private sector entities to build trusted relationships to further enhance our collective cyber security posture.

2016 MS-ISAC Annual Meeting San Antonio, TX

Objectives for the MS-ISAC Annual Meeting:

The Annual Meeting is focused on collaborative, deliverable-oriented sessions that address specific areas of the MS-ISAC's objectives, with the ultimate goal of helping each of us enhance our cyber security posture by working collectively. The event features best practice solutions from MS-ISAC members to assist their SLTT colleagues across the country, along with plenary sessions from industry experts and key government officials and stakeholders. The collaboration and knowledge transfer serves as a tremendous benefit to increasing our situational awareness and helping us collectively enhance our cyber security posture. The MS-ISAC Annual Meeting consistently receives positive feedback, with many members rating this event as the highest value meeting they participate in each year.

**Multi-State Information Sharing and Analysis Center
31 Tech Valley Drive, East Greenbush, NY 12061
518-880-0699
info@msisac.org
www.msisac.org**

Multi-State Information Sharing and Analysis Center Annual Meeting

Remember the Alamo

("Never confuse a single defeat with a final defeat.")("Security is a Journey, not a Destination")

Sunday, October 30, 2016

**Hyatt Regency San Antonio
123 Losoya Street
San Antonio, Texas 78205**

Welcome to San Antonio, MS-ISAC Members

2:00pm – 6:00pm	MS-ISAC Registration (Pick up MS-ISAC Annual Meeting Package)	Ballroom Foyer
5:00pm – 5:30pm	MS-ISAC Mentor/Mentee Meet and Greet	Ballroom
5:30pm – 6:00pm	Optional Member Orientation Meet and greet your MS-ISAC Executive Committee, MS-ISAC and DHS On-site Staff	Ballroom
6:00pm – 7:30pm	Welcome Reception Sponsored by _____ Dinner On Your Own	TBD

Dress – Casual

Multi-State Information Sharing and Analysis Center Annual Meeting

Remember the Alamo

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Monday, October 31, 2016

7:00am – 8:30am	MS-ISAC Member Networking Coffee and Continental Breakfast	Ballroom & Foyer
7:00am – 8:15am	MS-ISAC Executive Committee Breakfast	TBD
8:30am – 8:45am	San Antonio Mayor Ivy R. Taylor - Video Welcome Message	Ballroom
8:45am – 9:15am	Steven Spano , President and COO, Center for Internet Security, Brigadier General, USAF (Ret)	Ballroom
9:15am – 9:45am	San Antonio Congressman Will Hurd – Keynote	Ballroom
9:45am – 10:30am	Thomas Duffy , MS-ISAC Chair OPENING WELCOME MS-ISAC Executive Committee Members Year in Review: MS-ISAC Briefing	Ballroom
10:30am -10:45am	Break	Ballroom
10:45am – 11:00am	Kelvin Coleman – DHS	Ballroom & Foyer
11:00am – 12:00pm	TBD	Ballroom
12:00pm – 12:05pm	Day Ahead	Ballroom
12:05pm – 1:15pm	MS-ISAC Lunch (will be provided)	Ballroom

Dress – Business Casual

Multi-State Information Sharing and Analysis Center Annual Meeting

Remember the Alamo

("Never confuse a single defeat with a final defeat.")("Security is a Journey, not a Destination")

Monday, October 31, 2016

1:20pm – 2:20pm

Breakout sessions

- A Bold Vision for Cybersecurity – *Kelvin Brooks, City of Atlanta, Georgia* Rio Grande East
- Application Development – *Chris Luhman, State of Minnesota* Rio Grande Center
- Critical Security Controls – *Center for Internet Security* Rio Grande West
- TBD Nueces & Frio Rooms
- TBD
- TBD Blanco Room
- TBD Llano Room
- TBD Pecos Room
- TBD Pecan Room
- TBD Live Oak Room
- TBD Mesquite Room

2:20pm – 2:35pm

Break

Ballroom

2:35pm – 3:35pm

Breakout sessions

- A Bold Vision for Cybersecurity – *Kelvin Brooks, City of Atlanta, Georgia* Rio Grande East
- Application Development – *Chris Luhman, State of Minnesota* Rio Grande Center
- Critical Security Controls – *Center for Internet Security* Rio Grande West
- TBD Nueces & Frio Rooms
- TBD
- TBD Blanco Room
- TBD Llano Room
- TBD Pecos Room
- TBD Pecan Room
- TBD Live Oak Room
- TBD Mesquite Room

4:00pm – 5:00pm

MS-ISAC Mentor/Mentee Face to Face Meeting

Ballroom

5:30pm – 7:30pm

Evening Reception Sponsored by _____

Hotel Restaurant & Bar

Dinner On Your Own

Dress – Business Casual

Multi-State Information Sharing and Analysis Center Annual Meeting

Remember the Alamo

("Never confuse a single defeat with a final defeat.")("Security is a Journey, not a Destination")

Tuesday, November 1, 2016

7:00am – 8:15am	MS-ISAC Member Networking Coffee and Continental Breakfast	Ballroom & Foyer
8:30am – 10:00am	MS-ISAC Executive Committee Regional Breakout Groups Regions 1 & 2 Regions 3 & 4 Region 5 & 6 Region 7 & 8 Region 9 & 10 Region 11 & 12 Region 13 & 14	Rio Grande East Rio Grande Center Rio Grande West Nueces & Frio Rooms Blanco/Llano/Pecos Rooms Pecan Room Live Oak Room
10:00am – 10:15am	Break	Ballroom & Foyer
10:15am – 11:15am	TBD	
11:15am – 12:15pm	Update to "So you have to brief the governor or an oversight board: New information sheds light on what to include in your briefing and fatal mistakes to avoid" Alan Paller , Founder and Director of Research, SANS Institute	Ballroom
12:15pm – 1:15pm	MS-ISAC Lunch (will be provided)	Ballroom
1:15pm – 1:30pm	Group Photo	TBD

Dress – Business Casual

Multi-State Information Sharing and Analysis Center Annual Meeting

Remember the Alamo

("Never confuse a single defeat with a final defeat.")("Security is a Journey, not a Destination")

Tuesday, November 1, 2016

1:30pm – 2:30pm

Breakout sessions

- NACo Panel: Communicating with Elected Officials and Executives – *Robert Pittman, Los Angeles County, California* Rio Grande East
- Ferguson Presentation – *Stephen Meyer, State of Missouri* Rio Grande Center
Rio Grande West
- Security Benchmarks – *Center for Internet Security*
- TBD Nueces & Frio Rooms
- TBD Blanco Room
- TBD Llano Room
- TBD Pecos Room
- TBD Pecan Room
- TBD Live Oak Room
- TBD Mesquite Room

2:30pm – 2:45pm

Break

Ballroom & Foyer

2:45pm – 3:45pm

Breakout sessions

- NACo Panel: Communicating with Elected Officials and Executives – *Robert Pittman, Los Angeles County, California* Rio Grande East
- Ferguson Presentation – *Stephen Meyer, State of Missouri* Rio Grande Center
Rio Grande West
- Security Benchmarks – *Center for Internet Security*
- TBD Nueces & Frio Rooms
- TBD Blanco Room
- TBD Llano Room
- TBD Pecos Room
- TBD Pecan Room
- TBD Live Oak Room
- TBD Mesquite Room

Dinner On Your Own

Dress – Business Casual

Multi-State Information Sharing and Analysis Center Annual Meeting

Remember the Alamo

("Never confuse a single defeat with a final defeat.")("Security is a Journey, not a Destination")

Wednesday, November 2, 2016

7:30am – 9:00am	MS-ISAC Member networking Coffee and Continental Breakfast	Ballroom & Foyer
9:00am – 9:50am	NCSR Briefing	Ballroom
9:50am – 10:45am	MS-ISAC Services and Notifications – Brian Calkin , Vice President of Operations, Gina Chapman , Senior Director of Operations, Center for Internet Security <ul style="list-style-type: none">• Albert Monitoring Service• Vulnerability Management Program• Notifications Overview	Ballroom
10:45am – 11:00am	Annual Meeting Wrap Up – TBD	Ballroom
	End of 2016 Annual Meeting	Ballroom
	Lunch On Your Own	

Dress – Casual

County of Mono
TRAVEL ADVANCE AND TRAVEL CLAIM WORKSHEET
Attach this worksheet to a signed White Claim Form

Employee: Kirk Hartstrom
 Department: IT

Date of Request: 8/26/2016

Travel Information

Destination: MS-ISAC Annual Meeting, San Antonio, TX
 Departure Date: 10/31/2016 Return Date: 11/2/2016
 Departure Time: 8am Return Time: 8pm
 Purpose of Travel: (Explain below and attach backup: agenda, meeting notice, email, letter from Dept. head, etc.)
Travel to the MS-ISAC Security Annual Meeting, participate in security mentoring, and IT security training

Method of Transportation:	Registration Information:	Is this Travel Mandated?		
Private car <input checked="" type="checkbox"/>	Event Registration Cost <table border="1" style="display: inline-table;"><tr><td>\$</td><td style="text-align: center;">-</td></tr></table>	\$	-	Check box if YES <input type="checkbox"/>
\$	-			
County car <input type="checkbox"/>	Hotel Registration Cost <table border="1" style="display: inline-table;"><tr><td>\$</td><td style="text-align: center;">-</td></tr></table>	\$	-	
\$	-			
Air Travel <input checked="" type="checkbox"/>	Notes: <u>Airfare, Hotel, and Event costs</u>			
Other <input type="checkbox"/>	<u>covered by MS-ISAC</u>			

Meals:	Other Travel Costs:																												
<table border="1" style="width: 100%;"> <tr><td>No. of Days</td><td style="text-align: center;">4</td></tr> <tr><td>**Breakfasts (\$12 each)</td><td style="text-align: center;">0 \$ -</td></tr> <tr><td>**Lunches (\$12 each)</td><td style="text-align: center;">2 \$ 24.00</td></tr> <tr><td>**Dinners (\$25 each)</td><td style="text-align: center;">4 \$ 100.00</td></tr> <tr><td>Total for Meals</td><td style="text-align: center;">\$ 124.00</td></tr> </table>	No. of Days	4	**Breakfasts (\$12 each)	0 \$ -	**Lunches (\$12 each)	2 \$ 24.00	**Dinners (\$25 each)	4 \$ 100.00	Total for Meals	\$ 124.00	<table border="1" style="width: 100%;"> <tr><td>***No. of miles (IRS rate .54 as of 1-1-16)</td><td style="text-align: center;">202</td><td style="text-align: center;">\$109.08</td></tr> <tr><td>*Cost of parking</td><td style="text-align: center;">40.00</td><td style="text-align: center;">\$ 40.00</td></tr> <tr><td>*Cost of Air Fare</td><td style="text-align: center;">0.00</td><td style="text-align: center;">\$ -</td></tr> <tr><td>*Cost of Tolls</td><td style="text-align: center;">0.00</td><td style="text-align: center;">\$ -</td></tr> <tr><td>Other</td><td style="text-align: center;">19.00</td><td style="text-align: center;">\$ 19.00</td></tr> <tr><td>Total Other Costs</td><td colspan="2" style="text-align: center;">\$ 168.08</td></tr> </table>	***No. of miles (IRS rate .54 as of 1-1-16)	202	\$109.08	*Cost of parking	40.00	\$ 40.00	*Cost of Air Fare	0.00	\$ -	*Cost of Tolls	0.00	\$ -	Other	19.00	\$ 19.00	Total Other Costs	\$ 168.08	
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*Cost of Tolls	0.00	\$ -																											
Other	19.00	\$ 19.00																											
Total Other Costs	\$ 168.08																												

Balance in Travel and/or Training Account: \$15,000 **Total Estimated Cost of Travel: \$ 292.08**

I certify that the foregoing is true and correct:
Kirk Hartstrom 8/26/2016 Nate Greenberg 8/26/16
 Signature of Employee Date Department Head Approval Date

*Receipts required for reimbursement.
 **Please note, in order to be eligible for breakfast reimbursement, an employee must leave before 7:30am. In order to be eligible for lunch reimbursement, an employee must leave prior to 11:00 am or return after 2:00pm. In order to be eligible for dinner reimbursement, an employee must leave prior to 5:30pm or return after 5:30pm. Any meals included in the cost of registration are not eligible for reimbursement.
 ***Attach copy of MapQuest or other equivalent form of mileage calculation.

COUNTY ADMINISTRATIVE OFFICER:

Approved as requested
 Approved, but modified as follows: _____

 Disapproved for the following reasons: _____

County Administrative Officer Signature _____ Date _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Public Works, Finance, Administration

TIME REQUIRED 40 minutes (20 minute presentation; 20 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Todd Lankenau

SUBJECT South County Facility Analysis

AGENDA DESCRIPTION:

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

South County Facility Analysis presentation by Todd Lankenau, Managing Partner, Collaborative Design Studios. The presentation will cover the results of Collaborative Design Studio's analysis of the long-term space needs, options, and costs for Mono County facilities in the south County.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Peter Chapman

PHONE/EMAIL: 760-932-5446 / pchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report

History

Time

Who

Approval

9/9/2016 5:42 AM	County Administrative Office	Yes
9/9/2016 9:01 AM	County Counsel	Yes
9/8/2016 5:57 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

September 13, 2016

To: Honorable Chair and Members of the Board of Supervisors

From: Peter Chapman, Project Manager

Re: South County Facility Analysis

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

Fiscal Impact: None

Background:

Years ago a Committee was formed to evaluate options for providing services and office space in southern Mono County. The activity level of this committee has varied depending on County needs. The Mono County office space lease at the Sierra Center Mall in Mammoth Lakes expires October 31 2019 followed by the expiration of the Minaret Mall lease in 2021. With upcoming time constraints and staffing changes, the Committee was reenergized at the beginning of 2016. The Committee identified fiscal responsibility, efficiency and quality of services for residents, and a healthy workplace for employees as the guiding priorities for the County's facility needs.

Based on these priorities, three options were initially considered:

1. New Construction
2. Renovation of the Sierra Center Mall
3. An Alternative Available Location

Option 3 was determined to be unpractical due to lack of available office space that meets the County's space requirement in Mammoth, so the Committee focused on a comparative analysis of the first two options. In February 2016 Collaborative Design Studio was retained to conduct a facility analysis for Mono County operations and services in Mammoth Lakes. Predicted County growth and space needs were used to compare the long term lease of the Sierra Center Mall and the construction of a new Government Center. A financial analysis compares the two options and is presented by Todd Lankenau, Principal and Managing Partner at Collaborative.

If you have any questions regarding this item please contact Peter Chapman at 760-932-5446, or pchapman@mono.ca.gov.

Respectfully submitted,

Peter Chapman, Project Manager



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

Departments: Clerk of the Board

TIME REQUIRED 30 minutes (15 minute presentation;
15 minute discussion) **PERSONS APPEARING** Paul Rudder

SUBJECT Request for Letter of Interest re:
Sierra Center Mall **BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

The Sierra Center will request that the Board consider and execute a letter of interest with respect to the redesign and reconstruction of, and addition to, County office space at the Sierra Center, together with a new lease for an extended period of time.

RECOMMENDED ACTION:

Receive presentation by Sierra Center Mall, consider executing a letter of interest.

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time	Who	Approval
9/7/2016 5:50 PM	County Administrative Office	Yes

9/8/2016 6:07 PM

County Counsel

Yes

9/8/2016 6:11 PM

Finance

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

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, and Dave Butters. 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: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING***

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 13, 2016

TIME REQUIRED

SUBJECT Afternoon Session

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

THE AFTERNOON SESSION WILL RECONVENE AFTER CLOSED SESSION IF NECESSARY

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval