



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 November 1, 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 - NONE

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. Amendment to Department of Health Care Services Contract with Mono County Behavioral Health

Departments: Behavioral Health

Amend contract with California Department of Health Care Services (DHCS) pertaining to Fiscal Years 2014/2015 through 2016/2017 for Substance Use Services. This amendment was generated by and is required by DHCS.

Recommended Action: Approve amended changes directed by DHCS and authorize the Behavioral Health Director to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: There is no fiscal impact to the Mono County General Fund. This amendment reflects a potential increase in maximum amount payable by \$24,064.

B. Re-Appointment to Mono County Child Care Council

Departments: Clerk of the Board

Re-appointment of Molly DesBaillets to the Mono County Child Care Council for a term of two years beginning 11/01/16 and expiring 10/31/18. This item is sponsored by Supervisor Corless.

Recommended Action: Reappoint Molly DesBaillets to the Mono County Child Care Council, with a term expiring 10/31/18.

Fiscal Impact: None.

C. Treasury Transaction Report for the Quarter Ending 9/30/2016

Departments: Finance

Treasury Transaction Report for the Quarter ending 9/30/2016

Recommended Action: Approve the Treasury Transaction Report for the Quarter ending 9/30/2016

Fiscal Impact: None

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. Letter from CHP re: SR-89 North of 395

Departments: Clerk of the Board

Correspondence dated October 18, 2016 from the California Highway Patrol regarding the SR-89 North of US-395, Proposition 65 Notice

B. Thank You Note from Julie Rhodes

Departments: Clerk of the Board

Thank you note from Julie Rhodes.

9. REGULAR AGENDA - MORNING

A. Contract for Custodial, Snow Removal, Community Center, and Campground Management Services

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Joe Blanchard) - Proposed contract with Baxter's pertaining to Custodial, Snow Removal, Community Center, and Campground Management Services.

Recommended Action: Approve County entry into proposed contract and authorize the Board Chairman to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Contract limit is \$100,521 annually or \$103,200 annually if optional recycling services are requested by Solid Waste.

B. Agreement for Architectural and Related Services in Connection with Jail Improvements Project

Departments: Sheriff, Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd and Peter Chapman) - Proposed contract with Nacht & Lewis Architects for jail needs assessment and grant application services in connection with Mono County Jail Improvements Project.

Recommended Action: Approve, and authorize the Public Works Director to execute and administer, a professional services agreement with Nacht & Lewis of Sacramento, California to prepare a jail needs assessment and assist with the preparation of an application for state lease-revenue bond funding for jail improvements. This authorization shall include making minor amendments to said agreement from time to time as the 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.

Fiscal Impact: The contract limit has been established at \$111,735, which amount has been committed from the Criminal Justice Facilities Trust account in preparation for these services. The full scope and cost of a potential jail project will be further developed as a project is identified and takes shape, but may be substantial.

C. Pavement Management System Workshop

Departments: Public Works

2 hours (90 minute presentation; 30 minute discussion)

(Garrett Higerd and Paul Roten) - Workshop on the overall condition of the Mono County paved road network, historic funding availability and approaches to road projects, and strategies to maintain the paved road network in the most sustainable ways possible.

Recommended Action: 1. Receive staff report regarding the Pavement Management Workshop. 2. Discuss Pavement Management System. 3. Provide any desired direction to staff.

Fiscal Impact: None at this time. Discussion item only.

D. June Lake Citizens Advisory Committee Appointment and Bylaw Ratification

Departments: Community Development; Board of Supervisors

10 minutes (5 minute presentation; 5 minute discussion)

(Scott Burns) - Appointment to, and ratification of operating procedures for, the June Lake Citizens Advisory Committee.

Recommended Action: 1. Appoint Julie Brown to the June Lake Citizens Advisory Committee (CAC) with term expiring 12.31.18, as recommended by Supervisor Alpers; and 2. Ratify the June Lake CAC Operating Procedures.

E. Fiscal Impact: No impact.
Conflict Waiver for County Counsel Assistance to Special Districts

Departments: County Counsel

15 minutes (5 minute presentation; 10 minute discussion)

(Steve Kerins) - Conflict-of-interest waiver regarding representation of special districts by County Counsel's office pursuant to California Rules of Professional Conduct, Rule 3-310.

Recommended Action: Consider and potentially approve proposed conflict-of-interest waiver; provide any desired direction to staff.

Fiscal Impact: No direct fiscal impact. Continued representation of and advice to special districts in circumstances covered by this waiver and/or where potential conflict of interest exists will continue to consume additional staff time (primarily from the County Counsel's office).

F. Letters to Inyo National Forest and SCE re: Infrastructure Repair and Maintenance in the Mono Basin

Departments: CAO

15 minutes (5 minute presentation; 10 minute discussion)

(Leslie Chapman) - (1) Letter to Inyo National Forest requesting expedited permitting for the replacement and/or repair of damaged power poles and equipment between Lundy Canyon and Lee Vining by Southern California Edison (SCE) and enhanced enforcement of defensible space requirements surrounding SCE infrastructure on Forest Service Lands. (2) Letter to SCE recognizing recent and ongoing efforts to address infrastructure replacement and repair in the Mono Basin and requesting that additional work be done to diagnose arcing activity on Lundy Canyon to Lee Vining line and to create and maintain defensible space.

Recommended Action: Approve and authorize Chair to sign proposed letters.

Fiscal Impact: None.

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.

B. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and Circumstances: Steve Searles claim for damages (claim number CL16-02).

C. Closed Session - Workers Compensation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Worker's compensation claim of Michael Hallum.

D. Closed Session - Initiation of Litigation

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

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

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.)

13. REGULAR AGENDA - AFTERNOON

A. Claim for Damages (Searles)

Departments: Risk Management; County Counsel
5 minutes

(Steve Kerins) - Board consideration of claim submitted by Steve Searles (claim number CL16-02) under Government Claims Act.

Recommended Action: Consider and reject Mr. Searles' claim and direct staff to notify claimant's attorneys of Board action; provide any additional desired direction to staff.

Fiscal Impact: None.

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Amendment to Department of Health
Care Services Contract with Mono
County Behavioral Health

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Amend contract with California Department of Health Care Services (DHCS) pertaining to Fiscal Years 2014/2015 through 2016/2017 for Substance Use Services. This amendment was generated by and is required by DHCS.

RECOMMENDED ACTION:

Approve amended changes directed by DHCS and authorize the Behavioral Health Director to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund. This amendment reflects a potential increase in maximum amount payable by \$24,064.

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
Staff Report Amendment of Department of Health Care Services Substance Use Contract
DHCS SUD Standard Agreement Amendment
DHCS SUD Standard Agreement Amendment Page 2 of 2

[DHCS SUD Amendment Exhibit B A3](#)

[DHCS SUD Amendment A03 Exhibit B Attachment 2](#)

[DHCS SUD Amendment Certification Form](#)

[DHCS SUD Amendment Exhibit B A3](#)

History

Time	Who	Approval
10/26/2016 3:40 PM	County Administrative Office	Yes
10/21/2016 12:09 PM	County Counsel	Yes
10/26/2016 12:07 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: September 29, 2016

SUBJECT:

Approve the Amendment to the FY 2014/15 through FY 2016/2017 Substance Use Disorder contract that was approved October 2016. This amendment 1) modifies the terms and conditions; 2) increases the overall multi-year funding; and 3) identifies the changes in Exhibit B Attachment I A2 - Funding Amounts. The Contractor's 2014, 2015, and 2016 SAPT Block Grant and State General Funds Awards were amended from the original contract.

Designate director of Mono County Behavioral Health authority to sign contract amendment.

DISCUSSION:

This is an amendment to the original FY 14/15, 15/16 and 16/17 Substance Use Disorder Contract with the Department of Health Care Services.

This amendment has some changes—text additions are displayed in bold and underline, deletions in strike through text.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund.
This amendment reflects an increase in maximum amount payable by \$24,064.

SUBMITTED BY:

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

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213A_DHCS (Rev. 03/15)

Check here if additional pages are added: 64 Page(s)

Agreement Number 14-90073	Amendment Number A03
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:
- State Agency's Name (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services
- Contractor's Name (Also referred to as Contractor)
County of Mono
2. The term of this Agreement is: **July 1, 2014**
 through **June 30, 2017**
3. The maximum amount of this **\$ 1,226,008**
 Agreement after this amendment is: **One Million, Two Hundred Twenty Six Thousand, Eight Dollars**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Amendment effective date:** July 1, 2014
- II. **Purpose of amendment:** This amendment 1) modifies the terms and conditions; 2) increases the overall multi-year funding; and 3) identifies the changes in Exhibit B Attachment I A2 - Funding Amounts. The Contractor's 2014, 2015, and 2016 SAPT Block Grant and State General Funds Awards were amended from the original contract.
- III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
- IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$24,064 and is amended to read: ~~\$1,201,944 (One Million, Two Hundred One Thousand, Nine Hundred Forty Four Dollars)~~ **\$1,226,008 (One Million, Two Hundred Twenty Six Thousand, Eight Dollars)**.

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Mono		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Robin K. Roberts, MFT Director		
Address P.O. Box 2619 Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		<input checked="" type="checkbox"/> Exempt per: DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Don Rodriguez, Chief, Contract Management Unit		
Address 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

Exhibit B, Attachment I A2 - Funding for Fiscal Year 2014-15 through FY 2016-17

County: **Mono**

Contract Number: **14-90073**

Version:	A03
Date:	7/1/2014

Fiscal Year 2014-15	2014-15 Funding Amount	
	Original	A03
State General Funds (7/1/14 to 6/30/15)		
Drug Medi-Cal SGF	4,042	4,042
TOTAL	4,042	4,042
SAPT Block Grant - FFY 2015 Award (10/1/14 to 6/30/16)		
- Discretionary	313,366	316,363
- Prevention Set-Aside	73,185	73,185
- Friday Night Live/Club Live	0	0
- HIV Set Aside	7,500	7,500
- Perinatal	0	0
- Adolescent/Youth	0	0
TOTAL	394,051	397,048
Drug Medi-Cal Federal Share (7/1/14 to 6/30/15)		
- Non Perinatal Federal Share	1,250	1,250
- Perinatal Federal Share	0	0
TOTAL	1,250	1,250
GRAND TOTAL	399,343	402,340

Fiscal Year 2015-16	2015-16 Funding Amount	
	A01	A03
State General Funds (7/1/15 to 6/30/16)		
Drug Medi-Cal SGF	7,957	3,238
TOTAL	7,957	3,238
SAPT Block Grant - FFY 2016 Award (10/1/15 to 6/30/17)		
- Discretionary	313,366	320,866
- Prevention Set-Aside	73,185	73,185
- Friday Night Live/Club Live	0	0
- HIV Set Aside	7,500	0
- Perinatal	0	0
- Adolescent/Youth	0	0
TOTAL	394,051	394,051
Drug Medi-Cal Federal Share (7/1/15 to 6/30/16)		
- Non Perinatal Federal Share	1,250	1,250
- Perinatal Federal Share	0	0
TOTAL	1,250	1,250
GRAND TOTAL	403,258	398,539

Fiscal Year 2016-17	2016-17 Funding Amount	
	Original	A03
State General Funds (7/1/16 to 6/30/17)		
Drug Medi-Cal SGF	4,042	3,238
TOTAL	4,042	3,238
SAPT Block Grant - FFY 2017 Award (10/1/16 to 6/30/18)		
- Discretionary	313,366	347,456
- Prevention Set-Aside	73,185	73,185
- Friday Night Live/Club Live	0	0
- HIV Set Aside	7,500	0
- Perinatal	0	0
- Adolescent/Youth	0	0
TOTAL	394,051	420,641
Drug Medi-Cal Federal Share (7/1/16 to 6/30/17)		
- Non Perinatal Federal Share	1,250	1,250
- Perinatal Federal Share	0	0
TOTAL	1,250	1,250
GRAND TOTAL	399,343	425,129

ORIGINAL THREE-YEAR TOTAL	4,198,029
A01 THREE-YEAR TOTAL	4,204,944
A02 THREE-YEAR TOTAL	4,204,944
A03 THREE-YEAR TOTAL	1,226,008

Exhibit B A3
Budget Detail and Payment Provisions

Part I – General Fiscal Provisions

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Part III, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Use of State General Funds

Contractor may not use allocated Drug Medi-Cal State General Funds to pay for any non-Drug Medi-Cal services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

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

E. Subcontractor Funding Limitations

Pursuant to HSC Section 11818 (b)(2)(A), Contractor shall reimburse its Subcontractors that receive a combination of Drug Medi-Cal funding and other federal or county realignment funding for the same service element and location based on the Subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.

F. Budget Contingency Clause

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, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an amended agreement to Contractor to reflect the reduced amount.

G. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
4. Costs and/or expenses deemed unallowable are subject to recovery by DHCS.

H. Maintenance of Effort for SAPT Block Grant

1. Notwithstanding any other provision in this contract, the Director may reduce federal funding allocations, on a dollar-for-dollar basis, to a county that has a reduced or anticipates reduced expenditures in a way that would result in a decrease in California's receipt of federal Substance Abuse Prevention and Treatment Block Grant funds (42 U.S.C. Sect 300x-30).
2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the federal Substance Abuse Prevention and Treatment Block Grant maintenance of effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to subdivision (a) of Section 11798 in an effort to maintain the statewide SAPT Block Grant MOE.

3. Pursuant to 45 CFR 96.124 C 1-3 the Contractor shall expend a specified percentage of SAPT Block Grant funds for perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend that percentage of SAPT Block Grant funds by, either establishing new programs or expanding the capacity of existing programs. In accordance with 45 CFR 96.124 (c)(1-3), the Contractor shall calculate the percentage of funds to be expended for perinatal services, pregnant women, and women with dependent children in the manner described in Exhibit G: County Share of SAPT Block Grant Women Services Expenditure Requirement.
 4. Pursuant to subdivision (b) of Section 11798.1, a county shall notify the Department in writing of proposed local changes to the county's expenditure of funds. The Department shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain the statewide SAPT Block Grant MOE.
- I. Effective the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this contract, Contractor's performance of any additional legal requirements, including, but not limited to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

Section 2 – General Fiscal Provisions – Non-Drug Medi-Cal

A. Revenue Collection

Contractor shall conform to revenue collection requirements in Division 10.5 of the HSC, Sections 11841, by raising revenues in addition to the funds allocated by the State. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

B. Cost Efficiencies

It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the non-DMC funds allocated to the Contractor and other Contractor or Subcontractor revenues. Amounts awarded pursuant to Exhibit A, Attachment I, Part IV, shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

Section 3 – General Fiscal Provisions – Drug Medi-Cal

A. Return of Unexpended Funds

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit B, Part II. Any State General Funds or federal Medicaid funds paid to the Contractor, but not expended for DMC services shall be returned to the State.

B. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, State has the option to void this contract or to amend the Contract to reflect any reduction of funds.

C. Exemptions

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the contract.

D. Allowable costs

Allowable costs, as used in Section 51516.1 of Title 22 shall be determined in accordance with Title 42, CFR Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or www.cms.hhs.gov." In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for Medi-Cal administrative activities.

Exhibit B A3
Budget Detail and Payment Provisions

Part II – Reimbursements

Section 1. General Reimbursement

A. Prompt Payment Clause

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

B. Amounts Payable

1. The amount payable under this Agreement shall not exceed the amount identified on the Standard Agreement.
2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by under this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by the State for that fiscal year or the non-DMC amount, whichever is less. Changes to allocated funds will require written amendment to the Contract.
4. For each fiscal year, the State may settle costs for services based on each fiscal year year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to the approved single state/county contract.

Section 2. Non-Drug Medi-Cal

A. Amounts Payable for Non-Drug Medi-Cal

1. State shall reimburse the Contractor monthly in arrears an amount equal to one-twelfth of the maximum amount allowed pursuant to Exhibit B of the contract or the most recent allocation based on the Budget Act Allocation, whichever is less. Final allocations will reflect any increases or reductions in the appropriations as reflected in the State Budget Act allocation and any subsequent allocation revisions.
2. Monthly disbursement to the Contract at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in this Exhibit.
3. However, based on the expenditure information submitted by the counties in the Quarterly Federal Financial Management Report (QFFMR) (Document 30), State

may adjust monthly payments of encumbered block grant federal funds to extend the length of time (not to exceed 21 months) over which payments of federal funds will be made.

4. Monthly disbursements to the Contractor at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in Exhibit B.
5. State may withhold monthly non-DMC payments if the Contractor fails to:
 - (a) submit timely reports and data required by the State, including but not limited to, reports required pursuant to Exhibit A, Attachment I, Part III.
 - (b) submit the contract amendment within 90 days from issuance from the State to the Contractor.
 - (c) submit and attest the completion of Corrective Action Plans for services provided pursuant to this contract.
6. Upon the State's receipt of the complete and accurate reports, data, or signed contract, the Contractor's monthly payment shall commence with the next scheduled monthly payment, and shall include any funds withheld due to late submission of reports, data and/or signed contract.
7. Adjustments may be made to the total of the Contract and amounts may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A, Attachment I, Part IV.

B. Payment Provisions

For each fiscal year, the total amount payable by the State to the Contractor for services provided under Exhibit A, Attachment I, Part IV, shall not exceed the encumbered amount. The funds identified for the fiscal years covered by Exhibit A, Attachment I, Part IV, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. Changes to encumbered funds will require written amendment to the Contract. State may settle costs for non-DMC services based on the year-end cost settlement report as the final amendment to the approved single state/county contract.

- C. In the event of a contract amendment, as required by the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first Budget Act allocation.

D. Accrual of Interest

Any interest accrued from State-allocated funds and retained by the Contractor must be used for the same purpose as the State allocated funds from which the interest was accrued.

E. Expenditure Period

Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21(b) through 300x-66; and Title 45, CFR, Subpart L, within the availability period of the grant award. Any SAPT Block Grant funds that have not been expended by a Contractor at the end of the expenditure period identified below shall be returned to the State for subsequent return to the Federal government.

1. The expenditure period of the FFY 2014 award is October 1, 2013 through June 30, 2015.
2. The expenditure period of the FFY 2015 award is October 1, 2014 through June 30, 2016.
3. The expenditure period of the FFY 2016 award is October 1, 2015 through June 30, 2017.
4. The expenditure period of the FFY 2017 award is October 1, 2016 through June 30, 2018.
5. The expenditure period of the FFY 2018 award is October 1, 2017 through June 30, 2019.

F. Contractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 92, Sections 92.20(b)(1) through (6), and Title 45, CFR, Part 96, Section 96.30.

G. Non-profit Subcontractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7), and Part 96, Section 96.30.

H. Contractors receiving SAPT Block Grant funds shall track obligations and expenditures by individual SAPT Block Grant award, including, but not limited to, obligations and expenditures for primary prevention, services to pregnant women and women with dependent children. "Obligation" shall have the same meaning as used in Title 45, CFR, Part 92, Section 92.3."

~~Additionally, Contractors expending SAPT Block Grant HIV Set Aside funds for HIV Early Intervention Services are required to collect data regarding their use of HIV Set Aside funds and to report this data to the State.~~

I. Restrictions on the Use of SAPT Block Grant Funds

Pursuant to 42 U.S.C. 300x-31, Contractor shall not use SAPT Block Grant funds provided by the Agreement on the following activities:

1. Provide inpatient services;
2. Make cash payment to intended recipients of health services;
3. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;
4. Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
5. Provide financial assistance to any entity other than a public or nonprofit private entity;
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm;
7. Purchase treatment services in penal or correctional institutions of this State of California; and
8. Supplant state funding of programs to prevent and treat substance abuse and related activities.

Section 3. Drug Medi-Cal

- A. To the extent that the Contractor provides the covered services in a satisfactory manner and in accordance with the terms and conditions of this Contract, the State agrees to pay the Contractor federal Medicaid funds according to Exhibit A, Attachment I, Part III. Subject to the availability of such funds, Contractor shall receive federal Medicaid funds and/or State General Funds for allowable expenditures as established by the federal government and approved by the State, for the cost of services rendered to beneficiaries.
- B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I, Part V, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act; the W&IC; the HSC; California's Medicaid State Plan; and Sections 51341.1, 51490.1, 51516.1, and 51532 of Title 22.
- C. It is understood and agreed that failure by the Contractor or its Subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for the State to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its Subcontractor from DMC program participation. If the State or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to the State the federal Medicaid funds and/or State General Funds it received for all claims so disallowed or

denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).

- D. Before such denial, recoupment, or disallowances are made, State shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor sixty (60) days to submit additional information before the proposed action is taken, as required in Title 22, CCR, Section 51047(a). This requirement does not apply to the DMC Post Service Post Payment Utilization Reviews.
- E. The State shall refund to the Contractor any recovered Federal Drug Medi-Cal overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22, CCR, Section 51047(e).
- F. Contractor shall be reimbursed by the State on the basis of its actual net reimbursable cost, not to exceed the unit of service maximum rate.
- G. Claims submitted to the contractor by a sub-contracted provider that is not certified or whose certification has been suspended pursuant to the Welfare and Institutions Code section 14107.11, and Code of Federal Regulations, Title 42, section 455.23 shall not be certified or processed for federal or state reimbursement by the contractor. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.
- H. In the event a contract amendment is required pursuant to the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first revised allocation.
- I. Reimbursement for covered services, other than NTP services, shall be limited to the lower of:
 - 1. the provider's usual and customary charges to the general public for the same or similar services;
 - 2. the provider's actual allowable costs; or
 - 3. the DMC SMA for the modality.
- J. Reimbursement to NTP's shall be limited to the lower of either the USDR rate, pursuant to W&IC Section 14021.51(h), or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public. (W&IC Section 14021.51(h)(2)(A)).

- K. State shall reimburse the Contractor the State General Funds and/or federal Medicaid amount of the approved DMC claims and documents submitted in accordance with Exhibit A, Attachment I, Part III.
- L. State will adjust subsequent reimbursements to the Contractor to actual allowable costs. Actual allowable costs are defined in the Medicare Provider Reimbursement Manual (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov.
- M. Contractors and Subcontractors must accept, as payment in full, the amounts paid by the State in accordance with Title 22, CCR, Section 51516.1, plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the client. However, Contractors and Subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and Subcontractors may not demand any additional payment from the State, client, or other third party payers.

Section 4. Drug Medi-Cal Direct Provider Contracts

- A. Pursuant to W&IC 14124.21, DHCS shall contract with qualified DMC providers within the county when a county does not contract to operate DMC services, in whole or in part.
- B. The State will invoice the Contractor for the county realignment share of approved DMC claims received by the State from the State's subcontractor. Contractor shall reimburse the State for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If Contractor does not reimburse the State within 30 days of receipt of the invoice, the State may offset the amount owed from any other funding owed to Contractor by the State or any other State agency. The parties acknowledge that the State's subcontractor shall be responsible for repayment of any disallowed claims. However, in no event shall the State be liable for Medicaid reimbursement for any disallowed claims.
 - 1. Any Contractor contracting with the State for the provision of services through NTP providers may receive reimbursement of the NTP administrative rate.
 - 2. As a result of the direct contract provider's settled cost report, any County Realignment funds owed to the direct contract provider will be handled through an invoice process to the Contractor. Additionally, as a result of the direct contract provider's settled cost report, any County Realignment funds owed to the State will be returned to the Contractor.

Exhibit B A3
Budget Detail and Payment Provisions

Part III - Financial Audit Requirements

Section 1. General Fiscal Audit Requirements

- A. In addition to the requirements identified below, the Contractor and its Subcontracts are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its Subcontractors pursuant to this Contract are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised December 2013) and/or any independent Contractor audits or reviews. Objectives of such audits may include, but not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
 2. To validate data reported by the Contractor for prospective contract negotiations;
 3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations;
 4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;
 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements, and/or;
 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C and D(F).
- C. Unannounced visits may be made at the discretion of the State.
- D. The refusal of the Contractor or its Subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.
- E. Reports of audits conducted by the State shall reflect all findings, recommendations, adjustments and corrective action as a result of it's finding in any areas.

Section 2. Non-Drug Medi-Cal Financial Audits

- A. Pursuant to OMB Circular A-133 §.400(d)(3), Contractor shall monitor the activities of all of its Subcontractors to ensure that:
1. Subcontractors are complying with program requirements and achieving performance goals
 2. Subcontractors are complying with fiscal requirements, such as having appropriate fiscal controls in place, and are using awards for authorized purposes.
- B. Contractor can use a variety of monitoring mechanism, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the Contractor's monitoring objectives. The Contractor may charge federal awards for the cost of these monitoring procedures as outlined in OMB Circular A-133.
- C. The Contractor shall submit to the State a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontracts are monitored.
- D. Limited scope audits, as defined in the OMB Circular A-133, only include agreed-upon engagements that are (1) conducted in accordance with either the American Institute of Certified Public Accountants generally accepted auditing standards or attestation standards; (2) paid for and arranged by pass-through entities (counties); and (3) address one or more of the following types of compliance requirements: (i) activities allowed or unallowed; (ii) allowable costs/cost principals; (iii) eligibility; (9v) matching, level of effort and earmarking; and (v) reporting.
- E. On-site visits focus on compliance and controls over compliance areas. The reviewer must make site visits to the subcontractor locations(s), and can use a variety of monitoring mechanism to document compliance requirements. The finding and the corrective action will require follow-up by the Contractor.
- F. Contractor shall be responsible for any disallowance taken by the Federal Government, the State, or the California State Auditor, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. State shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the state within one year from the date of the plan.

If differences cannot be resolved between the State and Contractor regarding the terms of the financial audit settlements for funds expended under Exhibit A, Attachment I, Part IV, Contractor may request an appeal in accordance with the appeal process described in Document 1J(a), "Non-DMC Audit Appeal Process," incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which its Subcontractors may file an appeal via the Contractors.

- G. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Article IV of this Contract.
- H. Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting single or program-specific audit reports, or failure to comply with all other audit requirements. The sanctions shall include:
 - 1. Withholding a percentage of federal awards until the audit is completed satisfactorily
 - 2. Withhold or disallowing overhead costs
 - 3. Suspending federal awards until the audit is conducted; or
 - 4. Terminating the federal award

Section 3. Drug Medi-Cal Financial Audits

- A. In addition to the audit requirements set forth in Exhibit D(F), State may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:
 - 1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations;
 - 2. To ensure that only the cost of allowable DMC activities are included in reported costs;
 - 3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC cost per unit;

4. To review documentation of units of service and determine the final number of approved units of service;
 5. To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC reimbursement; and,
 6. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.
- B. In addition to the audit requirements set forth in Exhibit D(F), State may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC cost per unit. In addition, these audits will include, but not be limited to:
1. For those NTP providers required to submit a cost report pursuant to W&IC Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC and other funding sources;
 2. A review of actual costs incurred for comparison to services claimed;
 3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately;
 4. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance;
 5. Computation of final settlement based on the lower of USDR rate or the provider's usual and customary charge to the general public; and,
 6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.
- C. Contractor shall be responsible for any disallowances taken by the Federal Government, the State, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds
- D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State within six months from the date of the plan.

- E. Contractor, in coordination with the State, must provide follow-up on all significant findings in the audit report, including findings relating to a Subcontractor, and submit the results to the State.

If differences cannot be resolved between the State and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the "DMC Audit Appeal Process," Document 1J(b), incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the Bureau of State Audits directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(b). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

- F. Providers of DMC services shall, upon request, make available to the State their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:

1. Provider ownership, organization, and operation;
2. Fiscal, medical, and other recordkeeping systems;
3. Federal income tax status;
4. Asset acquisition, lease, sale, or other action;
5. Franchise or management arrangements;
6. Patient service charge schedules;
7. Costs of operation;
8. Cost allocation methodology;
9. Amounts of income received by source and purpose; and,
10. Flow of funds and working capital.

- G. Contractor shall retain records of utilization review activities required in Article VI herein for a minimum of three (3) years.

Exhibit B A3
Budget Detail and Payment Provisions

Part IV – Records

Section 1. General Provisions

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit contract performance and contract compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor shall include in any contract with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.
2. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the California State Auditor has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all Subcontractors comply with the requirements of Exhibit A, Attachment I, Part V, Section 2.

6. Should a Subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the Subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

The Contractor shall retain all records required by Welfare and Institutions Code section 14124.1, 42 CFR 433.32, and California Code of Regulations, Title 22, Section 51341.1 et seq. for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I, Part IV, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to the State before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of the State and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from the State within sixty (60) days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. In the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with the "non- DMC Audit Appeal Process" (Document 1J(a)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.
3. As stated in Part III, Section 3, of this Exhibit, in the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with DMC Audit Appeal Process" (Document 1J(b)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with DMC Audit Appeal Process" (Document 1J(b)). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

4. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Part II of this Exhibit.
5. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by the State during prospective contract negotiations.

Exhibit B A3
 Budget Detail and Payment Provisions

Part V. Drug Medi-Cal Reimbursement Rates

A. "Uniform Statewide Daily Reimbursement (USDR) Rate" means the rate for NTP services based on a unit of service that is a daily treatment service provided pursuant to Title 22, Sections 51341.1 and 51516.1 and Title 9, commencing with Section 10000 (Document 3G), or the rate for individual or group counseling. The following table shows USDR rates.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS			Perinatal Rate Per UOS		
		FY 14/15	FY 15/16	FY 16/17	FY 14/15	FY 15/16	FY 16/17
NTP-Methadone Dosing	Daily	\$10.80	\$11.44	\$11.44 <u>\$11.95</u>	\$11.79	\$13.58	\$13.58 <u>\$13.80</u>
NTP-Individual Counseling (*)	One 10-minute increment	\$13.48	\$13.39	\$13.39 <u>\$13.90</u>	\$21.06	\$21.17	\$21.17 <u>\$18.43</u>
NTP Group Counseling (*)	One 10-minute increment	\$2.91	\$3.02	\$3.02 <u>\$3.05</u>	\$7.03	\$5.79	\$5.79 <u>\$6.07</u>

(*) The NTP contractors may be reimbursed for up to 200 minutes (20-10 minute increments) of individual and/or group counseling per calendar month. If medical necessity is met that requires additional NTP counseling beyond 200 minutes per calendar month, NTP contractors may bill and be reimbursed for additional counseling (in 10 minute increments). Medical justification for the additional counseling must be clearly documented in the patient record.

Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

B. “Unit of Service” means a face-to-face contact on a calendar day for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. Only one face-to-face service contact per day is covered by DMC except in the case of emergencies when an additional face-to-face contact may be covered for intake crisis intervention or collateral service. To count as a unit of service, the second contact shall not duplicate the services provided on the first contact, and each contact shall be clearly documented in the beneficiary’s record. While the rates are approved by the State, they are subject to change through the regulation process. Units of service are identified in the following table.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS			Perinatal Rate Per UOS		
		FY 14/15	FY 15/16	FY 16/17	FY 14/15	FY 15/16	FY 16/17
Intensive Outpatient Treatment	Face-to-Face Visit	\$56.44	\$58.30	\$58.30 <u>\$59.13</u>	\$80.78	\$81.22	\$81.22 <u>\$82.54</u>
Naltrexone Treatment	Face-to-Face Visit	\$19.06	\$19.06	\$19.06	NA	NA	<u>NA</u>
Outpatient Drug Free	Face-to Face Visit – Individual (per person)	\$67.38	\$66.93	\$66.93 <u>\$69.50</u>	\$105.32	\$105.90	\$105.90 <u>\$92.13</u>
	Face-to-Face Visit – Group (per person)	\$26.23	\$27.14	\$27.14 <u>\$27.46</u>	\$63.33	\$52.11	\$52.11 <u>\$54.63</u>
Perinatal Residential	Daily – Residential Day	NA	NA	NA	\$99.43	\$99.97	\$99.97 <u>\$80.92</u>

Exhibit B A3
Budget Detail and Payment Provisions

Part I – General Fiscal Provisions

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Part III, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Use of State General Funds

Contractor may not use allocated Drug Medi-Cal State General Funds to pay for any non-Drug Medi-Cal services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

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

E. Subcontractor Funding Limitations

Pursuant to HSC Section 11818 (b)(2)(A), Contractor shall reimburse its Subcontractors that receive a combination of Drug Medi-Cal funding and other federal or county realignment funding for the same service element and location based on the Subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.

F. Budget Contingency Clause

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, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an amended agreement to Contractor to reflect the reduced amount.

G. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
4. Costs and/or expenses deemed unallowable are subject to recovery by DHCS.

H. Maintenance of Effort for SAPT Block Grant

1. Notwithstanding any other provision in this contract, the Director may reduce federal funding allocations, on a dollar-for-dollar basis, to a county that has a reduced or anticipates reduced expenditures in a way that would result in a decrease in California's receipt of federal Substance Abuse Prevention and Treatment Block Grant funds (42 U.S.C. Sect 300x-30).
2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the federal Substance Abuse Prevention and Treatment Block Grant maintenance of effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to subdivision (a) of Section 11798 in an effort to maintain the statewide SAPT Block Grant MOE.

3. Pursuant to 45 CFR 96.124 C 1-3 the Contractor shall expend a specified percentage of SAPT Block Grant funds for perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend that percentage of SAPT Block Grant funds by, either establishing new programs or expanding the capacity of existing programs. In accordance with 45 CFR 96.124 (c)(1-3), the Contractor shall calculate the percentage of funds to be expended for perinatal services, pregnant women, and women with dependent children in the manner described in Exhibit G: County Share of SAPT Block Grant Women Services Expenditure Requirement.
 4. Pursuant to subdivision (b) of Section 11798.1, a county shall notify the Department in writing of proposed local changes to the county's expenditure of funds. The Department shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain the statewide SAPT Block Grant MOE.
- I. Effective the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this contract, Contractor's performance of any additional legal requirements, including, but not limited to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

Section 2 – General Fiscal Provisions – Non-Drug Medi-Cal

A. Revenue Collection

Contractor shall conform to revenue collection requirements in Division 10.5 of the HSC, Sections 11841, by raising revenues in addition to the funds allocated by the State. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

B. Cost Efficiencies

It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the non-DMC funds allocated to the Contractor and other Contractor or Subcontractor revenues. Amounts awarded pursuant to Exhibit A, Attachment I, Part IV, shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

Section 3 – General Fiscal Provisions – Drug Medi-Cal

A. Return of Unexpended Funds

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit B, Part II. Any State General Funds or federal Medicaid funds paid to the Contractor, but not expended for DMC services shall be returned to the State.

B. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, State has the option to void this contract or to amend the Contract to reflect any reduction of funds.

C. Exemptions

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the contract.

D. Allowable costs

Allowable costs, as used in Section 51516.1 of Title 22 shall be determined in accordance with Title 42, CFR Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or www.cms.hhs.gov." In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for Medi-Cal administrative activities.

Exhibit B A3
Budget Detail and Payment Provisions

Part II – Reimbursements

Section 1. General Reimbursement

A. Prompt Payment Clause

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

B. Amounts Payable

1. The amount payable under this Agreement shall not exceed the amount identified on the Standard Agreement.
2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by under this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by the State for that fiscal year or the non-DMC amount, whichever is less. Changes to allocated funds will require written amendment to the Contract.
4. For each fiscal year, the State may settle costs for services based on each fiscal year year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to the approved single state/county contract.

Section 2. Non-Drug Medi-Cal

A. Amounts Payable for Non-Drug Medi-Cal

1. State shall reimburse the Contractor monthly in arrears an amount equal to one-twelfth of the maximum amount allowed pursuant to Exhibit B of the contract or the most recent allocation based on the Budget Act Allocation, whichever is less. Final allocations will reflect any increases or reductions in the appropriations as reflected in the State Budget Act allocation and any subsequent allocation revisions.
2. Monthly disbursement to the Contract at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in this Exhibit.
3. However, based on the expenditure information submitted by the counties in the Quarterly Federal Financial Management Report (QFFMR) (Document 30), State

may adjust monthly payments of encumbered block grant federal funds to extend the length of time (not to exceed 21 months) over which payments of federal funds will be made.

4. Monthly disbursements to the Contractor at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in Exhibit B.
5. State may withhold monthly non-DMC payments if the Contractor fails to:
 - (a) submit timely reports and data required by the State, including but not limited to, reports required pursuant to Exhibit A, Attachment I, Part III.
 - (b) submit the contract amendment within 90 days from issuance from the State to the Contractor.
 - (c) submit and attest the completion of Corrective Action Plans for services provided pursuant to this contract.
6. Upon the State's receipt of the complete and accurate reports, data, or signed contract, the Contractor's monthly payment shall commence with the next scheduled monthly payment, and shall include any funds withheld due to late submission of reports, data and/or signed contract.
7. Adjustments may be made to the total of the Contract and amounts may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A, Attachment I, Part IV.

B. Payment Provisions

For each fiscal year, the total amount payable by the State to the Contractor for services provided under Exhibit A, Attachment I, Part IV, shall not exceed the encumbered amount. The funds identified for the fiscal years covered by Exhibit A, Attachment I, Part IV, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. Changes to encumbered funds will require written amendment to the Contract. State may settle costs for non-DMC services based on the year-end cost settlement report as the final amendment to the approved single state/county contract.

- C. In the event of a contract amendment, as required by the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first Budget Act allocation.

D. Accrual of Interest

Any interest accrued from State-allocated funds and retained by the Contractor must be used for the same purpose as the State allocated funds from which the interest was accrued.

E. Expenditure Period

Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21(b) through 300x-66; and Title 45, CFR, Subpart L, within the availability period of the grant award. Any SAPT Block Grant funds that have not been expended by a Contractor at the end of the expenditure period identified below shall be returned to the State for subsequent return to the Federal government.

1. The expenditure period of the FFY 2014 award is October 1, 2013 through June 30, 2015.
2. The expenditure period of the FFY 2015 award is October 1, 2014 through June 30, 2016.
3. The expenditure period of the FFY 2016 award is October 1, 2015 through June 30, 2017.
4. The expenditure period of the FFY 2017 award is October 1, 2016 through June 30, 2018.
5. The expenditure period of the FFY 2018 award is October 1, 2017 through June 30, 2019.

F. Contractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 92, Sections 92.20(b)(1) through (6), and Title 45, CFR, Part 96, Section 96.30.

G. Non-profit Subcontractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7), and Part 96, Section 96.30.

H. Contractors receiving SAPT Block Grant funds shall track obligations and expenditures by individual SAPT Block Grant award, including, but not limited to, obligations and expenditures for primary prevention, services to pregnant women and women with dependent children. "Obligation" shall have the same meaning as used in Title 45, CFR, Part 92, Section 92.3."

~~Additionally, Contractors expending SAPT Block Grant HIV Set Aside funds for HIV Early Intervention Services are required to collect data regarding their use of HIV Set Aside funds and to report this data to the State.~~

I. Restrictions on the Use of SAPT Block Grant Funds

Pursuant to 42 U.S.C. 300x-31, Contractor shall not use SAPT Block Grant funds provided by the Agreement on the following activities:

1. Provide inpatient services;
2. Make cash payment to intended recipients of health services;
3. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;
4. Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
5. Provide financial assistance to any entity other than a public or nonprofit private entity;
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm;
7. Purchase treatment services in penal or correctional institutions of this State of California; and
8. Supplant state funding of programs to prevent and treat substance abuse and related activities.

Section 3. Drug Medi-Cal

- A. To the extent that the Contractor provides the covered services in a satisfactory manner and in accordance with the terms and conditions of this Contract, the State agrees to pay the Contractor federal Medicaid funds according to Exhibit A, Attachment I, Part III. Subject to the availability of such funds, Contractor shall receive federal Medicaid funds and/or State General Funds for allowable expenditures as established by the federal government and approved by the State, for the cost of services rendered to beneficiaries.
- B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I, Part V, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act; the W&IC; the HSC; California's Medicaid State Plan; and Sections 51341.1, 51490.1, 51516.1, and 51532 of Title 22.
- C. It is understood and agreed that failure by the Contractor or its Subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for the State to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its Subcontractor from DMC program participation. If the State or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to the State the federal Medicaid funds and/or State General Funds it received for all claims so disallowed or

denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).

- D. Before such denial, recoupment, or disallowances are made, State shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor sixty (60) days to submit additional information before the proposed action is taken, as required in Title 22, CCR, Section 51047(a). This requirement does not apply to the DMC Post Service Post Payment Utilization Reviews.
- E. The State shall refund to the Contractor any recovered Federal Drug Medi-Cal overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22, CCR, Section 51047(e).
- F. Contractor shall be reimbursed by the State on the basis of its actual net reimbursable cost, not to exceed the unit of service maximum rate.
- G. Claims submitted to the contractor by a sub-contracted provider that is not certified or whose certification has been suspended pursuant to the Welfare and Institutions Code section 14107.11, and Code of Federal Regulations, Title 42, section 455.23 shall not be certified or processed for federal or state reimbursement by the contractor. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.
- H. In the event a contract amendment is required pursuant to the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first revised allocation.
- I. Reimbursement for covered services, other than NTP services, shall be limited to the lower of:
 - 1. the provider's usual and customary charges to the general public for the same or similar services;
 - 2. the provider's actual allowable costs; or
 - 3. the DMC SMA for the modality.
- J. Reimbursement to NTP's shall be limited to the lower of either the USDR rate, pursuant to W&IC Section 14021.51(h), or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public. (W&IC Section 14021.51(h)(2)(A)).

- K. State shall reimburse the Contractor the State General Funds and/or federal Medicaid amount of the approved DMC claims and documents submitted in accordance with Exhibit A, Attachment I, Part III.
- L. State will adjust subsequent reimbursements to the Contractor to actual allowable costs. Actual allowable costs are defined in the Medicare Provider Reimbursement Manual (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov.
- M. Contractors and Subcontractors must accept, as payment in full, the amounts paid by the State in accordance with Title 22, CCR, Section 51516.1, plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the client. However, Contractors and Subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and Subcontractors may not demand any additional payment from the State, client, or other third party payers.

Section 4. Drug Medi-Cal Direct Provider Contracts

- A. Pursuant to W&IC 14124.21, DHCS shall contract with qualified DMC providers within the county when a county does not contract to operate DMC services, in whole or in part.
- B. The State will invoice the Contractor for the county realignment share of approved DMC claims received by the State from the State's subcontractor. Contractor shall reimburse the State for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If Contractor does not reimburse the State within 30 days of receipt of the invoice, the State may offset the amount owed from any other funding owed to Contractor by the State or any other State agency. The parties acknowledge that the State's subcontractor shall be responsible for repayment of any disallowed claims. However, in no event shall the State be liable for Medicaid reimbursement for any disallowed claims.
 - 1. Any Contractor contracting with the State for the provision of services through NTP providers may receive reimbursement of the NTP administrative rate.
 - 2. As a result of the direct contract provider's settled cost report, any County Realignment funds owed to the direct contract provider will be handled through an invoice process to the Contractor. Additionally, as a result of the direct contract provider's settled cost report, any County Realignment funds owed to the State will be returned to the Contractor.

Exhibit B A3
Budget Detail and Payment Provisions

Part III - Financial Audit Requirements

Section 1. General Fiscal Audit Requirements

- A. In addition to the requirements identified below, the Contractor and its Subcontracts are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its Subcontractors pursuant to this Contract are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised December 2013) and/or any independent Contractor audits or reviews. Objectives of such audits may include, but not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
 2. To validate data reported by the Contractor for prospective contract negotiations;
 3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations;
 4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;
 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements, and/or;
 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C and D(F).
- C. Unannounced visits may be made at the discretion of the State.
- D. The refusal of the Contractor or its Subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.
- E. Reports of audits conducted by the State shall reflect all findings, recommendations, adjustments and corrective action as a result of it's finding in any areas.

Section 2. Non-Drug Medi-Cal Financial Audits

- A. Pursuant to OMB Circular A-133 §.400(d)(3), Contractor shall monitor the activities of all of its Subcontractors to ensure that:
1. Subcontractors are complying with program requirements and achieving performance goals
 2. Subcontractors are complying with fiscal requirements, such as having appropriate fiscal controls in place, and are using awards for authorized purposes.
- B. Contractor can use a variety of monitoring mechanism, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the Contractor's monitoring objectives. The Contractor may charge federal awards for the cost of these monitoring procedures as outlined in OMB Circular A-133.
- C. The Contractor shall submit to the State a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontracts are monitored.
- D. Limited scope audits, as defined in the OMB Circular A-133, only include agreed-upon engagements that are (1) conducted in accordance with either the American Institute of Certified Public Accountants generally accepted auditing standards or attestation standards; (2) paid for and arranged by pass-through entities (counties); and (3) address one or more of the following types of compliance requirements: (i) activities allowed or unallowed; (ii) allowable costs/cost principals; (iii) eligibility; (9v) matching, level of effort and earmarking; and (v) reporting.
- E. On-site visits focus on compliance and controls over compliance areas. The reviewer must make site visits to the subcontractor locations(s), and can use a variety of monitoring mechanism to document compliance requirements. The finding and the corrective action will require follow-up by the Contractor.
- F. Contractor shall be responsible for any disallowance taken by the Federal Government, the State, or the California State Auditor, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. State shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the state within one year from the date of the plan.

If differences cannot be resolved between the State and Contractor regarding the terms of the financial audit settlements for funds expended under Exhibit A, Attachment I, Part IV, Contractor may request an appeal in accordance with the appeal process described in Document 1J(a), "Non-DMC Audit Appeal Process," incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which its Subcontractors may file an appeal via the Contractors.

- G. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Article IV of this Contract.
- H. Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting single or program-specific audit reports, or failure to comply with all other audit requirements. The sanctions shall include:
 - 1. Withholding a percentage of federal awards until the audit is completed satisfactorily
 - 2. Withhold or disallowing overhead costs
 - 3. Suspending federal awards until the audit is conducted; or
 - 4. Terminating the federal award

Section 3. Drug Medi-Cal Financial Audits

- A. In addition to the audit requirements set forth in Exhibit D(F), State may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:
 - 1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations;
 - 2. To ensure that only the cost of allowable DMC activities are included in reported costs;
 - 3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC cost per unit;

4. To review documentation of units of service and determine the final number of approved units of service;
 5. To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC reimbursement; and,
 6. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.
- B. In addition to the audit requirements set forth in Exhibit D(F), State may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC cost per unit. In addition, these audits will include, but not be limited to:
1. For those NTP providers required to submit a cost report pursuant to W&IC Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC and other funding sources;
 2. A review of actual costs incurred for comparison to services claimed;
 3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately;
 4. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance;
 5. Computation of final settlement based on the lower of USDR rate or the provider's usual and customary charge to the general public; and,
 6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.
- C. Contractor shall be responsible for any disallowances taken by the Federal Government, the State, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds
- D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State within six months from the date of the plan.

- E. Contractor, in coordination with the State, must provide follow-up on all significant findings in the audit report, including findings relating to a Subcontractor, and submit the results to the State.

If differences cannot be resolved between the State and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the "DMC Audit Appeal Process," Document 1J(b), incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the Bureau of State Audits directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(b). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

- F. Providers of DMC services shall, upon request, make available to the State their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:

1. Provider ownership, organization, and operation;
2. Fiscal, medical, and other recordkeeping systems;
3. Federal income tax status;
4. Asset acquisition, lease, sale, or other action;
5. Franchise or management arrangements;
6. Patient service charge schedules;
7. Costs of operation;
8. Cost allocation methodology;
9. Amounts of income received by source and purpose; and,
10. Flow of funds and working capital.

- G. Contractor shall retain records of utilization review activities required in Article VI herein for a minimum of three (3) years.

Exhibit B A3
Budget Detail and Payment Provisions

Part IV – Records

Section 1. General Provisions

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit contract performance and contract compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor shall include in any contract with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.
2. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the California State Auditor has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all Subcontractors comply with the requirements of Exhibit A, Attachment I, Part V, Section 2.

6. Should a Subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the Subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

The Contractor shall retain all records required by Welfare and Institutions Code section 14124.1, 42 CFR 433.32, and California Code of Regulations, Title 22, Section 51341.1 et seq. for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I, Part IV, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to the State before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of the State and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from the State within sixty (60) days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. In the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with the "non- DMC Audit Appeal Process" (Document 1J(a)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.
3. As stated in Part III, Section 3, of this Exhibit, in the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with DMC Audit Appeal Process" (Document 1J(b)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with DMC Audit Appeal Process" (Document 1J(b)). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

4. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Part II of this Exhibit.
5. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by the State during prospective contract negotiations.

Exhibit B A3
 Budget Detail and Payment Provisions

Part V. Drug Medi-Cal Reimbursement Rates

A. "Uniform Statewide Daily Reimbursement (USDR) Rate" means the rate for NTP services based on a unit of service that is a daily treatment service provided pursuant to Title 22, Sections 51341.1 and 51516.1 and Title 9, commencing with Section 10000 (Document 3G), or the rate for individual or group counseling. The following table shows USDR rates.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS			Perinatal Rate Per UOS		
		FY 14/15	FY 15/16	FY 16/17	FY 14/15	FY 15/16	FY 16/17
NTP-Methadone Dosing	Daily	\$10.80	\$11.44	\$11.44 <u>\$11.95</u>	\$11.79	\$13.58	\$13.58 <u>\$13.80</u>
NTP-Individual Counseling (*)	One 10-minute increment	\$13.48	\$13.39	\$13.39 <u>\$13.90</u>	\$21.06	\$21.17	\$21.17 <u>\$18.43</u>
NTP Group Counseling (*)	One 10-minute increment	\$2.91	\$3.02	\$3.02 <u>\$3.05</u>	\$7.03	\$5.79	\$5.79 <u>\$6.07</u>

(*) The NTP contractors may be reimbursed for up to 200 minutes (20-10 minute increments) of individual and/or group counseling per calendar month. If medical necessity is met that requires additional NTP counseling beyond 200 minutes per calendar month, NTP contractors may bill and be reimbursed for additional counseling (in 10 minute increments). Medical justification for the additional counseling must be clearly documented in the patient record.

Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

B. “Unit of Service” means a face-to-face contact on a calendar day for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. Only one face-to-face service contact per day is covered by DMC except in the case of emergencies when an additional face-to-face contact may be covered for intake crisis intervention or collateral service. To count as a unit of service, the second contact shall not duplicate the services provided on the first contact, and each contact shall be clearly documented in the beneficiary’s record. While the rates are approved by the State, they are subject to change through the regulation process. Units of service are identified in the following table.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS			Perinatal Rate Per UOS		
		FY 14/15	FY 15/16	FY 16/17	FY 14/15	FY 15/16	FY 16/17
Intensive Outpatient Treatment	Face-to-Face Visit	\$56.44	\$58.30	\$58.30 <u>\$59.13</u>	\$80.78	\$81.22	\$81.22 <u>\$82.54</u>
Naltrexone Treatment	Face-to-Face Visit	\$19.06	\$19.06	\$19.06	NA	NA	<u>NA</u>
Outpatient Drug Free	Face-to Face Visit – Individual (per person)	\$67.38	\$66.93	\$66.93 <u>\$69.50</u>	\$105.32	\$105.90	\$105.90 <u>\$92.13</u>
	Face-to-Face Visit – Group (per person)	\$26.23	\$27.14	\$27.14 <u>\$27.46</u>	\$63.33	\$52.11	\$52.11 <u>\$54.63</u>
Perinatal Residential	Daily – Residential Day	NA	NA	NA	\$99.43	\$99.97	\$99.97 <u>\$80.92</u>

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> County of Mono		<i>Federal ID Number</i> 95-6005661
<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> Mono	

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.

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Exhibit B, Attachment I A2 - Funding for Fiscal Year 2014-15 through FY 2016-17

County: **Mono**

Contract Number: **14-90073**

Version:	A03
Date:	7/1/2014

Fiscal Year 2014-15	2014-15 Funding Amount	
	Original	A03
State General Funds (7/1/14 to 6/30/15)		
Drug Medi-Cal SGF	4,042	4,042
TOTAL	4,042	4,042
SAPT Block Grant - FFY 2015 Award (10/1/14 to 6/30/16)		
- Discretionary	313,366	316,363
- Prevention Set-Aside	73,185	73,185
- Friday Night Live/Club Live	0	0
- HIV Set Aside	7,500	7,500
- Perinatal	0	0
- Adolescent/Youth	0	0
TOTAL	394,051	397,048
Drug Medi-Cal Federal Share (7/1/14 to 6/30/15)		
- Non Perinatal Federal Share	1,250	1,250
- Perinatal Federal Share	0	0
TOTAL	1,250	1,250
GRAND TOTAL	399,343	402,340

Fiscal Year 2015-16	2015-16 Funding Amount	
	A01	A03
State General Funds (7/1/15 to 6/30/16)		
Drug Medi-Cal SGF	7,957	3,238
TOTAL	7,957	3,238
SAPT Block Grant - FFY 2016 Award (10/1/15 to 6/30/17)		
- Discretionary	313,366	320,866
- Prevention Set-Aside	73,185	73,185
- Friday Night Live/Club Live	0	0
- HIV Set Aside	7,500	0
- Perinatal	0	0
- Adolescent/Youth	0	0
TOTAL	394,051	394,051
Drug Medi-Cal Federal Share (7/1/15 to 6/30/16)		
- Non Perinatal Federal Share	1,250	1,250
- Perinatal Federal Share	0	0
TOTAL	1,250	1,250
GRAND TOTAL	403,258	398,539

Fiscal Year 2016-17	2016-17 Funding Amount	
	Original	A03
State General Funds (7/1/16 to 6/30/17)		
Drug Medi-Cal SGF	4,042	3,238
TOTAL	4,042	3,238
SAPT Block Grant - FFY 2017 Award (10/1/16 to 6/30/18)		
- Discretionary	313,366	347,456
- Prevention Set-Aside	73,185	73,185
- Friday Night Live/Club Live	0	0
- HIV Set Aside	7,500	0
- Perinatal	0	0
- Adolescent/Youth	0	0
TOTAL	394,051	420,641
Drug Medi-Cal Federal Share (7/1/16 to 6/30/17)		
- Non Perinatal Federal Share	1,250	1,250
- Perinatal Federal Share	0	0
TOTAL	1,250	1,250
GRAND TOTAL	399,343	425,129

ORIGINAL THREE-YEAR TOTAL	4,198,029
A01 THREE-YEAR TOTAL	4,204,944
A02 THREE-YEAR TOTAL	4,204,944
A03 THREE-YEAR TOTAL	1,226,008



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Re-Appointment to Mono County
Child Care Council

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Re-appointment of Molly DesBaillets to the Mono County Child Care Council for a term of two years beginning 11/01/16 and expiring 10/31/18. This item is sponsored by Supervisor Corless.

RECOMMENDED ACTION:

Reappoint Molly DesBaillets to the Mono County Child Care Council, with a term expiring 10/31/18.

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:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Reappointment of DesBaillets

History

Time	Who	Approval
10/24/2016 8:43 AM	County Administrative Office	Yes

10/25/2016 1:49 AM

County Counsel

Yes

10/25/2016 8:40 AM

Finance

Yes

Mono County Child Care Council



www.monocccc.org

**P. O. Box 8571
Mammoth Lakes, CA 93546**

October 12, 2016

To: Mono County Board of Supervisors

From: Queenie Barnard, Local Child Care Council Coordinator

Re: Re-appointment of Member to the Mono County Child Care Council – Molly DesBaillets

Dear Board of Supervisors;

The Mono County Child Care Planning Council (MCCCC) is requesting reappointment by the Board of Supervisors of Molly DesBaillets to serve as a member of the Mono County Child Care Council. She will be filling the membership position of Public Agency Representative. Originally appointed by the Board of Supervisors, her term expires 10/31/2016. The re-appointment will be for a two-year term beginning 11/1/2016 and ending 10/31/2018.

Thank you for considering this request.

Queenie Barnard, LPC Coordinator
qbarnard@imaca.net
(760) 934-3343



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

Departments: Finance

TIME REQUIRED

SUBJECT Treasury Transaction Report for the
Quarter Ending 9/30/2016

**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 Quarter ending 9/30/2016

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the Quarter ending 9/30/2016

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:

Click to download

[Treasury Transaction Report for the Quarter Ending 9/30/2016](#)

History

Time

10/26/2016 4:13 PM

Who

County Administrative Office

Approval

Yes

10/25/2016 5:59 PM

County Counsel

Yes

10/25/2016 8:42 AM

Finance

Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM
Finance Director

Stephanie Butters
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

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

Date: November 1, 2016
To: Honorable Board of Supervisors
Treasury Oversight Committee
Treasury Pool Participants
From: Gerald Frank
Subject: Quarterly Investment Report

The Treasury Pool investment report for the quarter ended September 30, 2016 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par value, dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Distribution by Asset Category – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Face Value** – Provides a bar graph to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows that the current mix of cash and investments is stable and consistent when compared to prior months and particularly the same time last year. Additionally, the maturities section at the bottom shows that there is work to be done in structuring future investments to smooth out cash flows and ensure liquidity.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, the county pool performance in comparison to two year US Treasuries and the California Local Agency Investment Fund (LAIF).
- **Mono County Treasury Pool Participants** – Provides a graphic to make it easy to see the types of pool participants.

The County also has monetary assets held outside the County Treasury including:

- The Sheriff’s Department has two accounts: The Civil Trust Account and the Sheriff’s Revolving Fund. The balances in these accounts as of September 30, 2016 were \$31,549.58 and \$3,819.81 respectively.
- Solid Waste has an account that is required by California Integrated Waste as security for a zero interest loan. The County is required to maintain a balance equal to two months’ payments. The balance in this account as of September 30, 2016 was \$74,445.99.
- Mono County’s OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$15,139,959.84 as of August 31, 2016. This is an irrevocable trust to mitigate the liability for the County’s obligation to pay for retiree health benefits.

The Treasury was in compliance with the Mono County Investment Policy on September 30, 2016.

Weighted Average Maturity (WAM) as of September 30, 2016 was 668 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a cost basis, the portfolio totaled \$71,303,032.60, and the market value was \$71,638,989.85 (calculated by Union Bank) or 100.471% of cost. Market value does not include accrued interest which was \$177,088.57 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	12/31/2015	3/31/2016	6/30/2016	9/30/2016
Average Daily Balance	\$68,955,816	\$74,447,680	\$83,247,611	\$75,451,284
Earned Interest (including accruals)	\$194,524	\$187,121	\$212,315	\$198,624
Earned Interest Rate	1.1192%	1.0109%	1.0258%	1.0473%
Number of Days in Quarter	92	91	91	92
Interest Received	\$190,366	\$163,149	\$202,778	\$203,855
Administration Costs	\$13,107	\$13,468	\$4,285	\$6,639
Net Interest for Apportionment	\$177,259	\$149,681	\$198,493	\$197,216



Mono County Portfolio Holdings by Security Sector As of September 30, 2016

Description	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
Cash											
Oak Valley Bank Cash	02/28/2009	4,281,513.57	4,281,513.57	4,281,513.57	0.734	0.734	N/A	1	None		6.00
Sub Total / Average		4,281,513.57	4,281,513.57	4,281,513.57	0.734	0.734		1		0.00	6.00
LAIF											
Local Agency Investment Fund LGIP-Quarterly	07/01/2014	16,807,275.20	16,807,275.20	16,807,275.20	0.634	0.634	N/A	1	NR	35,959.26	23.57
Sub Total / Average		16,807,275.20	16,807,275.20	16,807,275.20	0.634	0.634		1		35,959.26	23.57
Financial System Loan-Mono County											
Financial System Loan-Mono County 1.25 6/30/2019	06/30/2015	184,243.83	184,243.83	184,243.83	1.250	1.250	06/30/2019	1,003	None	0.00	0.26
Sub Total / Average		184,243.83	184,243.83	184,243.83	1.250	1.250		1003		0.00	0.26
CD Negotiable											
1st SOURCE BANK 1.15 1/30/2018	06/30/2015	245,000.00	245,000.00	246,070.65	1.150	1.150	01/30/2018	487	None	710.16	0.34
ALLY BK MIDVALE UTAH 1.45 2/11/2019	02/11/2016	245,000.00	245,000.00	248,456.95	1.450	1.450	02/11/2019	864	None	486.64	0.34
AMERICAN EXPRESS CENTURION BK 1.85 4/29/2020	04/29/2015	245,000.00	245,000.00	251,705.65	1.850	1.850	04/29/2020	1,307	None	1,912.34	0.34
BANK NORTH CAROLINA THOMASVILLE NC 1 6/30/2017	06/30/2015	245,000.00	245,000.00	245,720.30	1.000	1.000	06/30/2017	273	None	6.71	0.34
BANKUNITED ANTL ASSN 0.75 8/31/2017	08/31/2016	245,000.00	245,000.00	245,107.80	0.750	0.750	08/31/2017	335	None	151.03	0.34
BBCN BANK 0.9 2/26/2018	08/26/2016	245,000.00	245,000.00	244,995.10	0.900	0.900	02/26/2018	514	None	24.16	0.34
BLOOMSDALE BANK 0.6 12/19/2016	02/17/2016	245,000.00	245,000.00	245,058.80	0.600	0.600	12/19/2016	80	None	52.36	0.34
BMO HARRIS BANK NA 1.05 3/2/2018	03/03/2016	245,000.00	245,000.00	246,180.90	1.050	1.050	03/02/2018	518	None	190.29	0.34
BMW Bank of North America 1.35 1/23/2018	01/23/2015	245,000.00	245,000.00	246,700.30	1.350	1.350	01/23/2018	480	None	625.25	0.34
BRAND BKG CO LAWRENCEVILLE GA 0.85 11/30/2017	08/30/2016	245,000.00	245,000.00	245,019.60	0.850	0.850	11/30/2017	426	None	0.00	0.34
BROOKLINE BK MASS 0.75 10/30/2017	07/29/2016	245,000.00	245,000.00	245,061.25	0.750	0.750	10/30/2017	395	None	5.03	0.34
CAPITAL BK LITTLE ROCK 0.9 2/28/2018	05/29/2015	245,000.00	245,000.00	246,188.25	0.900	0.900	02/28/2018	516	None	6.04	0.34
CAPITAL ONE BANK USA NATL ASSN 1.8 1/22/2020	01/26/2015	245,000.00	245,000.00	253,185.45	1.800	1.800	01/22/2020	1,209	None	845.75	0.34
CIT BK SALT LAKE CITY 2.25 11/26/2019	11/26/2014	245,000.00	245,000.00	253,440.25	2.250	2.250	11/26/2019	1,152	None	1,918.05	0.34
COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021	04/11/2016	245,000.00	245,000.00	250,331.20	1.600	1.600	04/12/2021	1,655	None	204.05	0.34
COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019	06/26/2015	245,000.00	245,000.00	249,819.15	1.650	1.650	09/26/2019	1,091	None	44.30	0.34
COMMONWEALTH BUSINESS BK LOS ANGELES CALIF 0.75 8/	08/29/2016	245,000.00	245,000.00	245,095.55	0.750	0.750	08/29/2017	333	None	5.03	0.34
CONNECTONE BK ENGLEWOOD 1.55 7/29/2019	01/28/2015	245,000.00	245,000.00	251,830.60	1.550	1.550	07/29/2019	1,032	None	20.81	0.34
DISCOVER BK GREENWOOD DEL 1.9 5/6/2020	05/06/2015	245,000.00	245,000.00	251,705.65	1.900	1.900	05/06/2020	1,314	None	1,874.75	0.34
EAST BOSTON SVGS NK BOSTON MA 0.7 10/27/2017	07/27/2016	245,000.00	245,000.00	245,090.65	0.700	0.700	10/27/2017	392	None	14.10	0.34
ENERBANK USA SALT LAKE CITYUTAH 1.05 8/31/2018	08/31/2016	245,000.00	245,000.00	245,031.85	1.050	1.050	08/31/2018	700	None	0.00	0.34
FIRST BUSINESS BK MADISON WIS 1.9 1/13/2021	01/13/2016	245,000.00	245,000.00	255,169.95	1.900	1.900	01/13/2021	1,566	None	1,007.52	0.34
FIRST NIAGARA BK NATL ASSN 1.35 1/8/2018	01/08/2016	245,000.00	245,000.00	246,239.70	1.350	1.350	01/08/2018	465	None	761.18	0.34
FIRSTTRUST SVGS BK CONSHOCKENPA 0.7 10/23/2017	07/22/2016	245,000.00	245,000.00	245,173.95	0.700	0.700	10/23/2017	388	None	37.59	0.34
FLUSHING BANK N Y 1.8 12/10/2018	12/10/2014	245,000.00	245,000.00	248,591.70	1.800	1.800	12/10/2018	801	None	181.23	0.34
FREEDOM BK OF VA VIENNA VA 0.75 11/14/2017	08/12/2016	245,000.00	245,000.00	245,068.60	0.750	0.750	11/14/2017	410	None	90.62	0.34
FREEDOM FIN BK W DES MOINES 1.5 7/26/2019	01/27/2015	245,000.00	245,000.00	251,813.45	1.500	1.500	07/26/2019	1,029	None	30.21	0.34
GOLDMAN SACHS BK USA NEW YORK 1.9 4/22/2020	05/05/2015	244,387.50	245,000.00	251,695.85	1.900	1.953	04/22/2020	1,300	None	2,053.30	0.34
INDEPENDENCE BK KY OWENSBORO 0.9 2/28/2018	08/31/2016	245,000.00	245,000.00	244,990.20	0.900	0.900	02/28/2018	516	None	0.00	0.34



Mono County Portfolio Holdings by Security Sector As of September 30, 2016

Description	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
INVESTORS BANK 0.85 11/30/2017	08/31/2016	245,000.00	245,000.00	245,046.55	0.850	0.850	11/30/2017	426	None	171.16	0.34
ISABELLA BANK 0.75 3/28/2017	05/28/2015	245,000.00	245,000.00	245,296.45	0.750	0.750	03/28/2017	179	None	10.07	0.34
MAHOPAC NATL BK N Y 1.45 7/30/2019	01/30/2015	245,000.00	245,000.00	251,769.35	1.450	1.450	07/30/2019	1,033	None	603.44	0.34
MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021	01/15/2016	245,000.00	245,000.00	255,209.15	1.800	1.800	01/15/2021	1,568	None	181.23	0.34
MERRICK BK SOUTH JORDAN UTAH 0.85 1/30/2017	01/30/2015	245,000.00	245,000.00	245,377.30	0.850	0.850	01/30/2017	122	None	11.41	0.34
MIDDLETON COMMUNITY BANK 1.4 11/27/2018	01/27/2015	245,000.00	245,000.00	249,797.10	1.400	1.400	11/27/2018	788	None	28.19	0.34
MUFG Union Bank NA 0.95 4/6/2017	04/06/2016	245,000.00	245,000.00	244,789.30	0.950	0.950	04/06/2017	188	None	1,128.68	0.34
SALLIE MAE BK SALT LAKE CITY UT 1.8 2/18/2021	02/18/2016	245,000.00	245,000.00	251,482.70	1.800	1.800	02/18/2021	1,602	None	519.53	0.34
SANTANDER BK NA WILMINGTON DE 0.75 3/2/2017	03/02/2016	245,000.00	245,000.00	245,264.60	0.750	0.750	03/02/2017	153	None	1,067.26	0.34
SOUTHERN BANK 1 1/30/2018	09/30/2016	245,000.00	245,000.00	244,914.25	1.000	1.000	01/30/2018	487	None	0.00	0.34
STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021	02/17/2016	245,000.00	245,000.00	252,590.10	1.600	1.600	02/17/2021	1,601	None	139.62	0.34
SYNCHRONY BANK 2 3/20/2020	03/20/2015	245,000.00	245,000.00	251,833.05	2.000	2.000	03/20/2020	1,267	None	134.25	0.34
SYNOVUS BANK 0.85 2/6/2017	02/05/2015	245,000.00	245,000.00	245,418.95	0.850	0.850	02/06/2017	129	None	319.51	0.34
Third Federal Savings and Loan Assn. of Cleveland	03/26/2015	245,000.00	245,000.00	252,119.70	1.800	1.800	03/26/2020	1,273	None	48.33	0.34
UNITY BK CLINTON NJ 1.5 9/26/2019	05/26/2015	245,000.00	245,000.00	249,757.90	1.500	1.500	09/26/2019	1,091	None	40.27	0.34
WASHINGTON TR CO WESTERLY RI 1.1 8/30/2018	08/30/2016	245,000.00	245,000.00	245,031.85	1.100	1.100	08/30/2018	699	None	228.89	0.34
WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021	08/03/2016	245,000.00	245,000.00	244,906.90	1.600	1.600	08/03/2021	1,768	None	289.97	0.34
Worlds Foremost Bk Sidney NE 1.75 5/5/2021	05/05/2016	200,000.00	200,000.00	202,492.00	1.750	1.750	05/05/2021	1,678	None	239.73	0.28
Sub Total / Average		11,469,387.50	11,470,000.00	11,613,636.50	1.284	1.285		797		18,420.04	16.09
Corporate Bonds											
Apple Inc 1 5/3/2018	05/15/2013	497,300.00	500,000.00	499,305.00	1.000	1.112	05/03/2018	580	S&P-AA	2,041.67	0.70
General Electric Cap Corp 1.625 4/2/2018	05/14/2013	506,735.00	500,000.00	505,105.00	1.625	1.339	04/02/2018	549	Fitch-AA	4,017.36	0.70
Intel Corp 1.35 12/15/2017-14	05/27/2014	502,250.00	500,000.00	501,560.00	1.350	1.220	12/15/2017	441	Fitch-A	1,968.75	0.70
JPMORGAN CHASE 2.35 1/28/2019	04/14/2015	1,021,450.00	1,000,000.00	1,016,650.00	2.350	1.762	01/28/2019	850	Fitch-A	4,047.22	1.40
MICROSOFT CORP 2 11/3/2020-20	12/28/2015	501,580.00	500,000.00	510,365.00	2.000	1.931	11/03/2020	1,495	Fitch-AA	4,083.33	0.70
Pfizer Inc 0.9 1/15/2017-14	01/15/2014	498,085.00	500,000.00	499,970.00	0.900	1.030	01/15/2017	107	Moody-A1	937.50	0.70
Toyota Motor Credit Corp 1.2 4/6/2018	04/15/2016	501,005.00	500,000.00	500,145.00	1.200	1.097	04/06/2018	553	Fitch-A	2,866.67	0.70
Union Bank 2.125 6/16/2017	01/09/2013	517,250.00	500,000.00	503,570.00	2.125	1.322	06/16/2017	259	Fitch-A	3,069.44	0.70
US Bancorp 1.65 5/15/2017	05/11/2012	502,365.00	500,000.00	501,455.00	1.650	1.551	05/15/2017	227	Fitch-AA	3,093.75	0.70
Wells Fargo 1.5 1/16/2018	05/14/2013	502,950.00	500,000.00	500,635.00	1.500	1.369	01/16/2018	473	S&P-A	1,541.67	0.70
Sub Total / Average		5,550,970.00	5,500,000.00	5,538,760.00	1.641	1.409		580		27,667.36	7.71
Municipal Bonds											
City of San Jose CA Airport 4.75 3/1/2020-11	09/14/2016	550,655.00	500,000.00	547,615.00	4.750	1.724	03/01/2020	1,248	S&P-AA	1,913.19	0.70
El Monte CA School District GO 1.698 5/1/2018	06/12/2014	503,340.00	500,000.00	506,745.00	1.698	1.521	05/01/2018	578	Moody-Aa3	3,513.92	0.70
HAWTHORNE CA CTFS 1.846 8/1/2018	05/17/2016	251,867.50	250,000.00	251,502.50	1.846	1.501	08/01/2018	670	S&P-AA	756.35	0.35
HAWTHORNE CA CTFS 2.096 8/1/2019	05/17/2016	252,680.00	250,000.00	253,130.00	2.096	1.751	08/01/2019	1,035	S&P-AA	858.78	0.35
La Mesa Spring Valley SD 1.886 8/1/2017	05/01/2014	502,920.00	500,000.00	503,360.00	1.886	1.700	08/01/2017	305	Moody-A1	1,545.47	0.70
Lake Tahoe Unified School District 0 8/1/2017	11/19/2013	619,567.00	650,000.00	643,324.50	0.000	1.300	08/01/2017	305	Moody-A1	0.00	0.91
LANCASTER REDEV AGY A 2.125 8/1/2021	08/01/2016	661,995.40	655,000.00	662,434.25	2.125	1.900	08/01/2021	1,766	S&P-AA	2,281.13	0.92



Mono County Portfolio Holdings by Security Sector As of September 30, 2016

Description	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
MALIBU CA COPS (MALCTF) 1.6 11/1/2018	07/15/2016	252,935.00	250,000.00	252,502.50	1.600	1.080	11/01/2018	762	S&P-AA	1,655.56	0.35
N ORANGE CNTY CA CMNTY CLG DIST 1.54 8/1/2018	10/15/2015	604,764.00	600,000.00	603,990.00	1.540	1.250	08/01/2018	670	Moodys-Aa1	1,514.33	0.84
Riverside Unified School District-Ref 1.94 8/1/202	05/25/2016	387,156.00	385,000.00	390,547.85	1.940	1.801	08/01/2020	1,401	Moodys-Aa2	1,224.09	0.54
SALDEV 1.25 7/1/2019	08/23/2016	159,774.40	160,000.00	158,334.40	1.250	1.300	07/01/2019	1,004	Fitch-AA-	250.00	0.22
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2.136 8/	07/15/2016	510,950.00	500,000.00	508,045.00	2.136	1.050	08/01/2018	670	Moodys-Aa2	1,750.33	0.70
Solano Co Community College 1.384 8/1/2017	05/27/2014	252,210.00	250,000.00	251,230.00	1.384	1.100	08/01/2017	305	Moodys-Aa3	567.06	0.35
SUISUN CITY CA REDEV AGY 1 10/1/2016	01/14/2015	1,030,217.25	1,025,000.00	1,025,000.00	1.000	0.701	10/01/2016	1	S&P-A	5,096.53	1.44
Union School District CA 1.573 9/1/2017	11/29/2012	506,270.00	500,000.00	501,805.00	1.573	1.300	09/01/2017	336	Moodys-Aa1	633.57	0.70
Victor Valley CA Cmnty Clg Dist 1.324 8/1/2019	05/05/2016	276,078.00	275,000.00	275,332.75	1.324	1.200	08/01/2019	1,035	Moodys-Aa2	596.72	0.39
Victor Valley CA Cmnty Clg Dist 1.676 8/1/2020	05/05/2016	261,869.40	260,000.00	261,209.00	1.676	1.500	08/01/2020	1,401	Moodys-Aa2	714.16	0.36
WALNUT VALLEY CA USD 2 8/1/2018	06/26/2015	507,500.00	500,000.00	508,550.00	2.000	1.502	08/01/2018	670	Moodys-Aa2	1,638.89	0.70
Sub Total / Average		8,092,748.95	8,010,000.00	8,104,657.75	1.728	1.365		712		26,510.08	11.23
US Agency											
FFCB 1.06 11/19/2018-16	05/19/2016	1,000,000.00	1,000,000.00	1,000,000.00	1.060	1.060	11/19/2018	780	Moodys-Aaa	3,857.22	1.40
FFCB 1.18 10/18/2019-16	07/18/2016	999,250.00	1,000,000.00	995,370.00	1.180	1.204	10/18/2019	1,113	Moodys-Aaa	2,360.00	1.40
FFCB 1.3 4/21/2020-16	07/22/2016	998,400.00	1,000,000.00	998,730.00	1.300	1.344	04/21/2020	1,299	Moodys-Aaa	2,491.67	1.40
FHLB 1.15 1/28/2019-16	07/28/2016	1,000,000.00	1,000,000.00	999,680.00	1.150	1.150	01/28/2019	850	Moodys-Aaa	1,980.56	1.40
FHLB 1.375 9/1/2020-16	09/28/2016	549,862.50	550,000.00	548,630.50	1.375	1.381	09/01/2020	1,432	Moodys-Aaa	609.20	0.77
FHLMC 0.625 11/1/2016	10/19/2012	1,997,580.00	2,000,000.00	2,000,480.00	0.625	0.655	11/01/2016	32	Moodys-Aaa	5,173.61	2.80
FHLMC 1.05 4/26/2018-16	04/26/2016	999,750.00	1,000,000.00	1,000,360.00	1.050	1.063	04/26/2018	573	Moodys-Aaa	4,491.67	1.40
FHLMC 1.25 12/28/2018-16	03/28/2016	1,000,000.00	1,000,000.00	1,000,170.00	1.250	1.250	12/28/2018	819	Moodys-Aaa	3,194.44	1.40
FHLMC 1.5 2/25/2021-16	08/25/2016	1,250,000.00	1,250,000.00	1,246,650.00	1.500	1.500	02/25/2021	1,609	Moodys-Aaa	1,822.92	1.75
FHLMC 1.7 4/28/2021-16	04/28/2016	1,000,000.00	1,000,000.00	1,000,110.00	1.700	1.700	04/28/2021	1,671	Moodys-Aaa	7,177.78	1.40
FHLMC 1.75 5/30/2019	12/31/2015	1,007,770.00	1,000,000.00	1,020,880.00	1.750	1.516	05/30/2019	972	Moodys-Aaa	5,833.33	1.40
FHLMC 1.75 8/25/2021-16	08/30/2016	1,000,000.00	1,000,000.00	998,230.00	1.750	1.750	08/25/2021	1,790	Moodys-Aaa	1,458.33	1.40
FNMA 1.06 4/26/2019-17	08/19/2016	999,490.00	1,000,000.00	998,410.00	1.060	1.079	04/26/2019	938	Moodys-Aaa	1,884.44	1.40
FNMA 1.25 11/27/2019-17	08/30/2016	1,250,000.00	1,250,000.00	1,249,312.50	1.250	1.250	11/27/2019	1,153	Moodys-Aaa	1,302.08	1.75
FNMA 1.3 1/28/2020-16	07/28/2016	1,000,000.00	1,000,000.00	999,920.00	1.300	1.300	01/28/2020	1,215	Moodys-Aaa	2,238.89	1.40
FNMA 1.32 8/26/2019-16	02/26/2016	1,000,000.00	1,000,000.00	1,000,330.00	1.320	1.320	08/26/2019	1,060	Moodys-Aaa	1,246.67	1.40
FNMA 1.4 8/24/2020-17	08/24/2016	999,900.00	1,000,000.00	1,000,090.00	1.400	1.402	08/24/2020	1,424	Moodys-Aaa	1,400.00	1.40
FNMA 1.45 1/27/2021-17	07/27/2016	999,100.00	1,000,000.00	997,860.00	1.450	1.471	01/27/2021	1,580	Moodys-Aaa	2,537.50	1.40
FNMA 1.5 11/30/2020	12/31/2015	983,000.00	1,000,000.00	1,013,460.00	1.500	1.863	11/30/2020	1,522	Fitch-AAA	5,000.00	1.40
FNMA 1.5 5/28/2021-17	08/30/2016	1,000,000.00	1,000,000.00	999,650.00	1.500	1.500	05/28/2021	1,701	Moodys-Aaa	1,250.00	1.40
FNMA 1.55 6/15/2020-16	03/15/2016	1,000,000.00	1,000,000.00	1,000,740.00	1.550	1.550	06/15/2020	1,354	Moodys-Aaa	645.83	1.40
FNMA 1.55 7/28/2021-16	07/28/2016	1,000,000.00	1,000,000.00	993,770.00	1.550	1.550	07/28/2021	1,762	Moodys-Aaa	2,669.44	1.40
FNMA 1.625 1/21/2020	06/24/2015	997,400.00	1,000,000.00	1,017,990.00	1.625	1.684	01/21/2020	1,208	Moodys-Aaa	3,114.58	1.40
FNMA 1.875 12/28/2020	12/31/2015	1,000,000.00	1,000,000.00	1,028,080.00	1.875	1.875	12/28/2020	1,550	Moodys-Aaa	4,791.67	1.40
Sub Total / Average		25,031,502.50	25,050,000.00	25,108,903.00	1.348	1.363		1,177		68,531.83	35.13
Total / Average		71,417,641.55	71,303,032.60	71,638,989.85	1.198	1.144		669		177,088.57	100



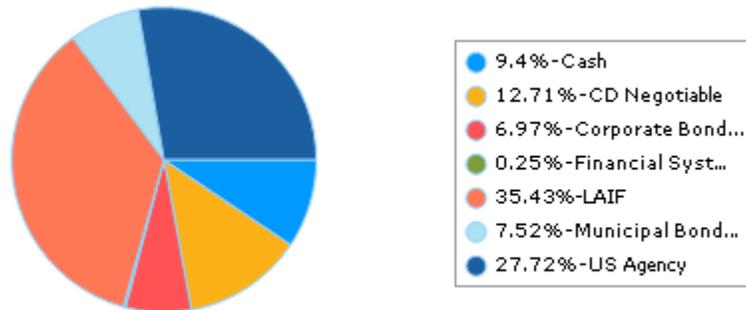
Mono County Distribution by Asset Category - Market Value Investment Portfolio

Begin Date: 6/30/2016, End Date: 9/30/2016

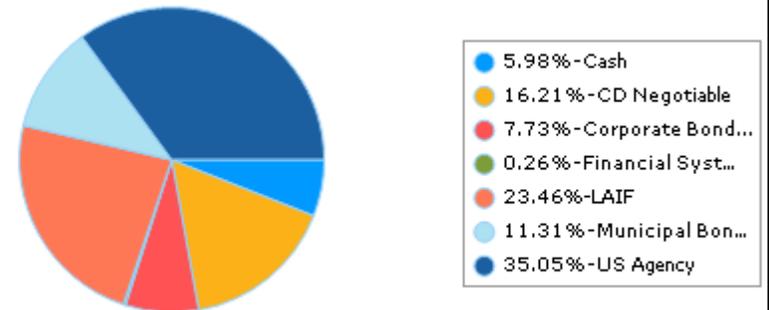
Asset Category Allocation

Asset Category	Market Value 6/30/2016	% of Portfolio 6/30/2016	Market Value 9/30/2016	% of Portfolio 9/30/2016
Cash	7,500,796.74	9.40	4,281,513.57	5.98
CD Negotiable	10,136,481.00	12.71	11,613,636.50	16.21
Corporate Bonds	5,560,795.00	6.97	5,538,760.00	7.73
Financial System Loan-Mono County	198,013.70	0.25	184,243.83	0.26
LAIF	28,262,603.51	35.43	16,807,275.20	23.46
Municipal Bonds	5,996,900.10	7.52	8,104,657.75	11.31
US Agency	22,112,090.00	27.72	25,108,903.00	35.05
Total / Average	79,767,680.05	100.00	71,638,989.85	100.00

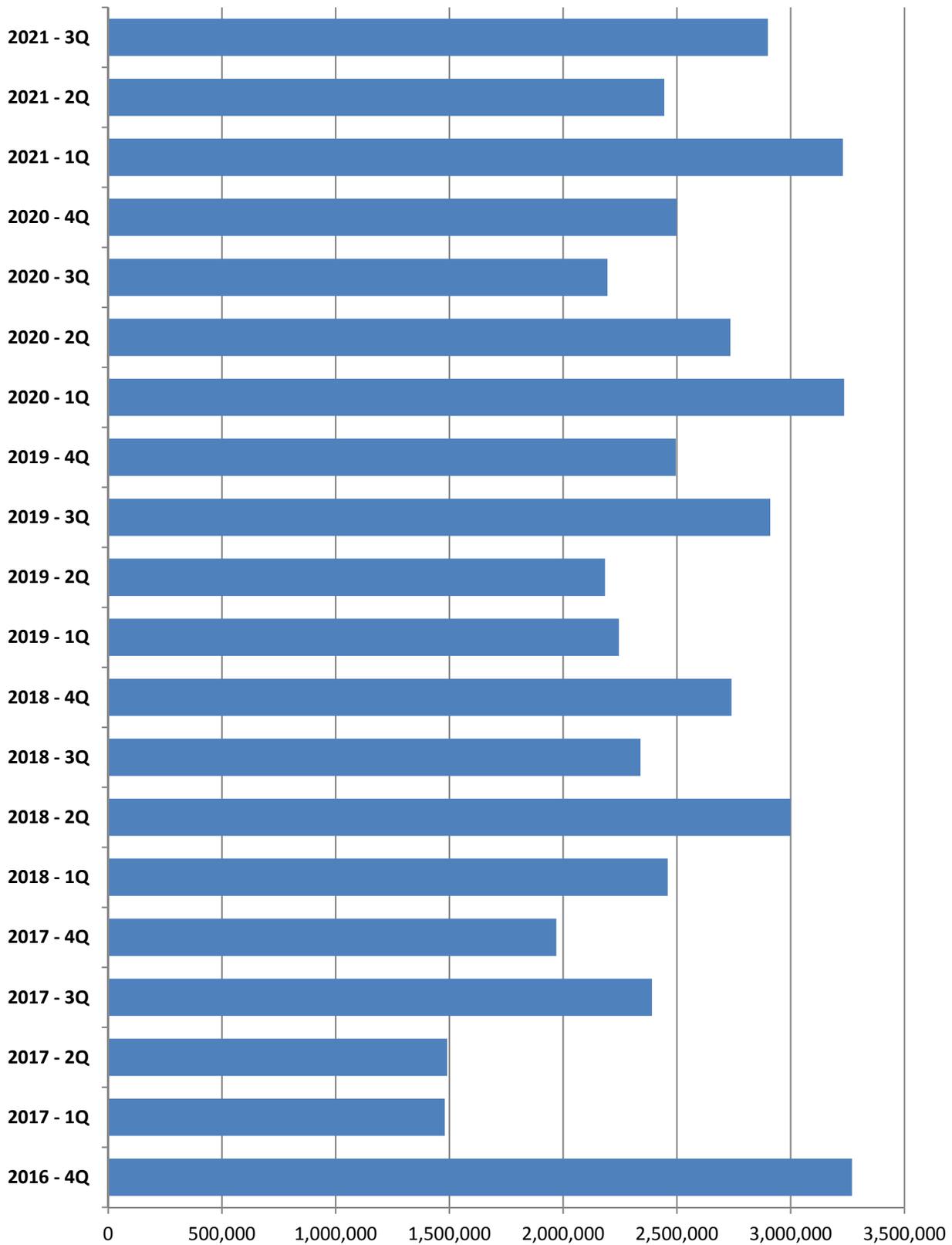
Portfolio Holdings as of 6/30/2016



Portfolio Holdings as of 9/30/2016

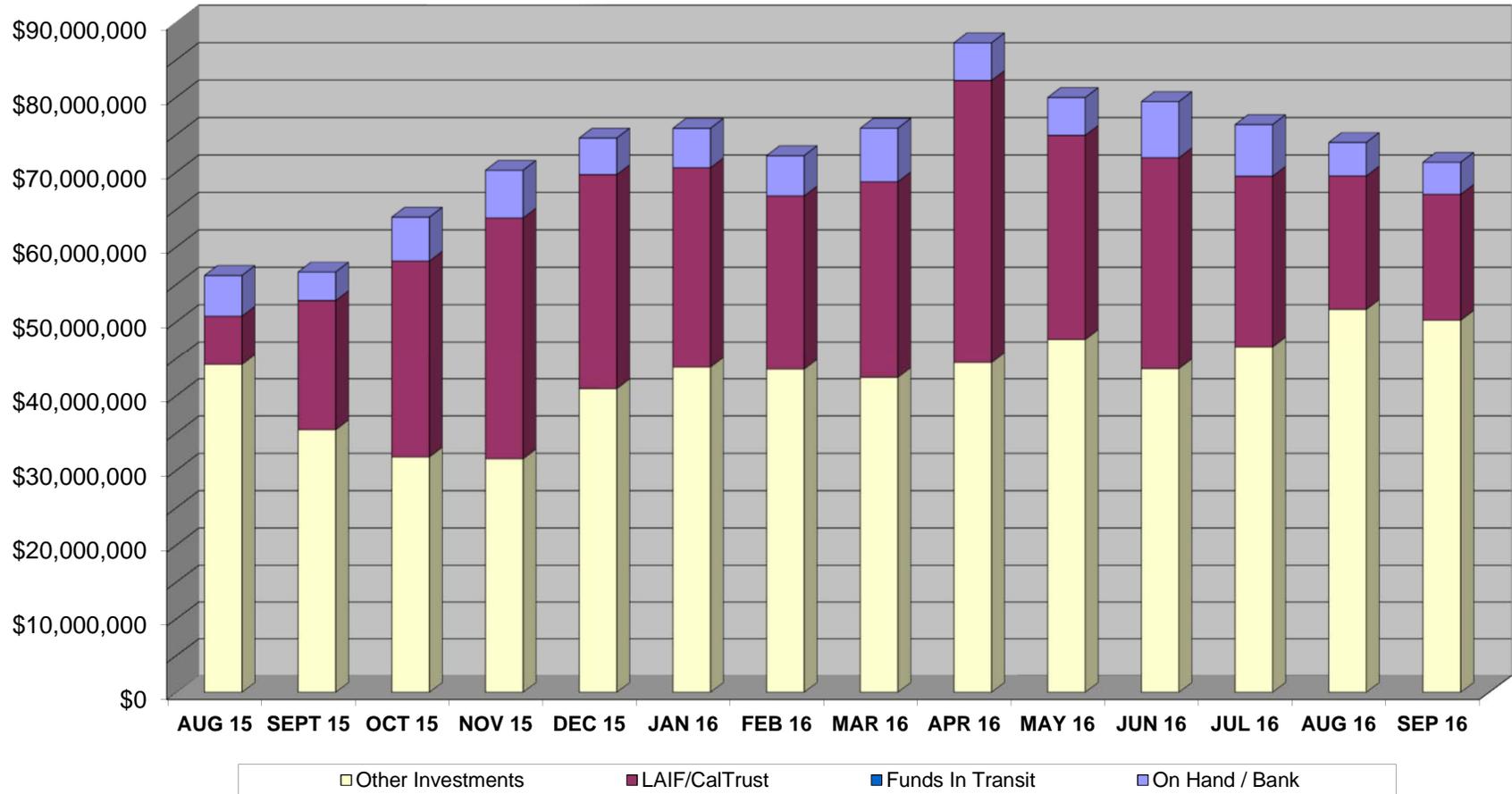


Maturity Distribution As of 9/30/2016



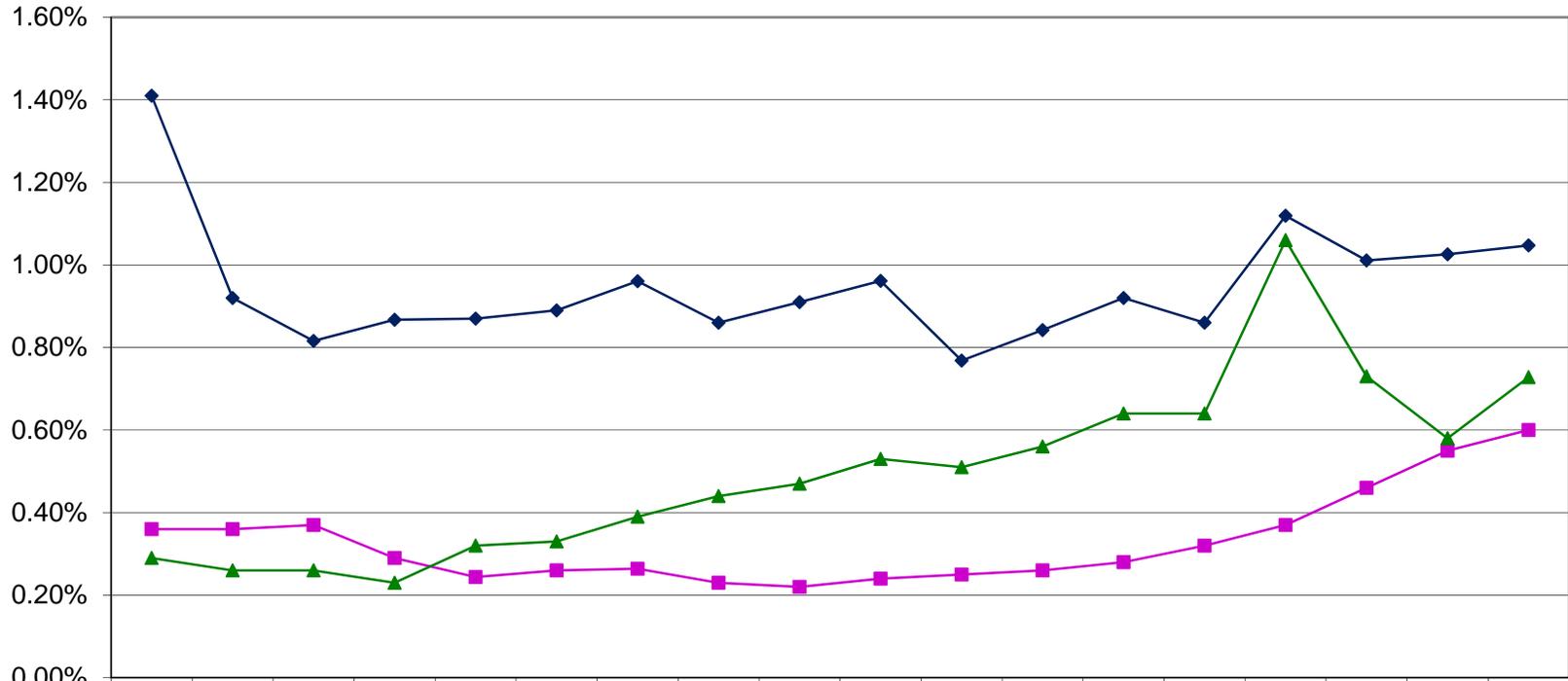
TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS

	AUG 15	SEPT 15	OCT 15	NOV 15	DEC 15	JAN 16	FEB 16	MAR 16	APR 16	MAY 16	JUN 16	JUL 16	AUG 16	SEP 16
On Hand / Bank	\$5,438,684	\$3,806,378	\$5,871,008	\$6,384,643	\$4,880,835	\$5,266,681	\$5,380,023	\$7,145,998	\$5,026,692	\$5,045,518	\$7,500,797	\$6,889,192	\$4,479,085	\$4,281,514
Funds In Transit														
LAIF/CalTrust	\$6,544,423	\$17,394,423	\$26,303,579	\$32,303,579	\$28,703,579	\$26,732,825	\$23,232,825	\$26,232,825	\$37,762,604	\$27,262,604	\$28,262,604	\$22,807,275	\$17,807,275	\$16,807,275
Other Investments	\$44,200,000	\$35,450,000	\$31,800,000	\$31,550,000	\$40,950,000	\$43,837,987	\$43,572,987	\$42,470,915	\$44,460,915	\$47,640,915	\$43,643,014	\$46,638,013	\$51,668,014	\$50,214,244
TOTAL	\$56,183,107	\$56,650,801	\$63,974,587	\$70,238,222	\$74,534,414	\$75,837,493	\$72,185,835	\$75,849,738	\$87,250,211	\$79,949,037	\$79,406,414	\$76,334,480	\$73,954,374	\$71,303,033



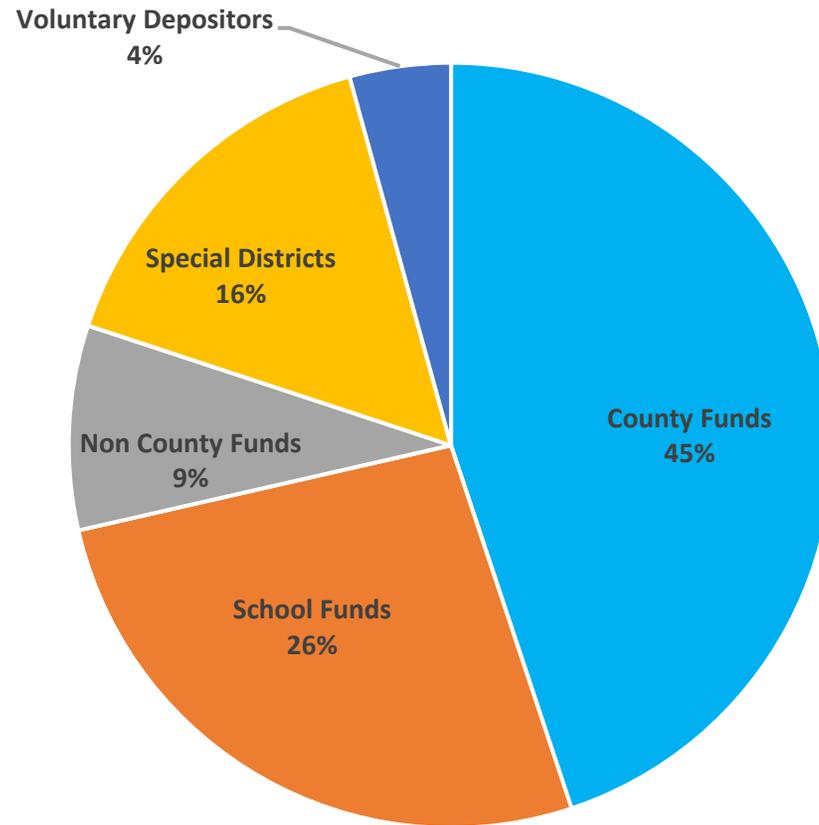
MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2016										\$1,025,000.00	\$2,000,000.00	\$245,000.00	\$3,270,000.00
Calendar Year 2017	\$745,000.00	\$245,000.00	\$490,000.00	\$245,000.00	\$500,000.00	\$745,000.00		\$1,890,000.00	\$500,000.00	\$735,000.00	\$735,000.00	\$500,000.00	\$7,330,000.00
Calendar Year 2018	\$1,480,000.00	\$735,000.00	\$245,000.00	\$2,000,000.00	\$1,000,000.00			\$2,340,000.00			\$1,495,000.00	\$1,245,000.00	\$10,540,000.00
Calendar Year 2019	\$2,000,000.00	\$245,000.00		\$1,000,000.00	\$1,000,000.00	\$184,243.83	\$895,000.00	\$1,525,000.00	\$490,000.00	\$1,000,000.00	\$1,495,000.00		\$9,834,243.83
Calendar Year 2020	\$2,245,000.00		\$990,000.00	\$1,490,000.00	\$245,000.00	\$1,000,000.00		\$1,645,000.00	\$550,000.00		\$1,500,000.00	\$1,000,000.00	\$10,665,000.00
Calendar Year 2021	\$1,490,000.00	\$1,740,000.00		\$1,245,000.00	\$1,200,000.00		\$1,000,000.00	\$1,900,000.00					\$8,575,000.00
TOTAL													\$50,214,243.83

MONO COUNTY TREASURY POOL QUARTERLY YIELD COMPARISON



	6/30 2012	9/30 2012	12/31 2012	3/31 2013	6/30 2013	9/30 2013	12/31 2013	3/31 2014	6/30 2014	9/30 2014	12/31 2014	3/31 2015	6/30 2015	9/30 2015	12/31 2015	3/31 2016	6/30 2016	9/30 2016
◆ COUNTY	1.41%	0.92%	0.82%	0.87%	0.87%	0.89%	0.96%	0.86%	0.91%	0.96%	0.77%	0.84%	0.92%	0.86%	1.12%	1.01%	1.03%	1.05%
■ LAIF	0.36%	0.36%	0.37%	0.29%	0.24%	0.26%	0.26%	0.23%	0.22%	0.24%	0.25%	0.26%	0.28%	0.32%	0.37%	0.46%	0.55%	0.60%
▲ 2YR TREAS	0.29%	0.26%	0.26%	0.23%	0.32%	0.33%	0.39%	0.44%	0.47%	0.53%	0.51%	0.56%	0.64%	0.64%	1.06%	0.73%	0.58%	0.73%

Investment Pool Participants



The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Letter from CHP re: SR-89 North of 395

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Correspondence dated October 18, 2016 from the California Highway Patrol regarding the SR-89 North of US-395, Proposition 65 Notice

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 CHP</p>
--

History

Time	Who	Approval
10/24/2016 8:42 AM	County Administrative Office	Yes
10/19/2016 2:25 AM	County Counsel	Yes

10/26/2016 6:46 AM

Finance

Yes

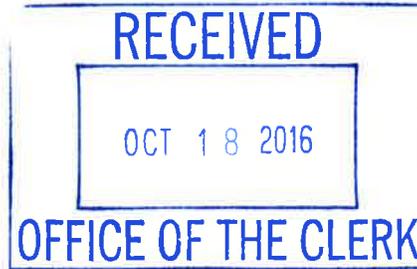
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

125 Main Street
P.O. Box 158
Bridgeport, California 93517
(760) 932-7995
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



October 13, 2016

File No.: 820.14702.18121



RE: SR-89 North of US-395, Proposition 65 Notice

Mono County Board of Supervisors
C/O Clerk of the Board
PO Box 715
Bridgeport, California 93517

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding a spill of asphalt that occurred on October 9, 2016, at approximately 0438 hours. The spill originated from an overturned truck tractor/tank trailer combination. It is estimated approximately 3000 gallons of asphalt spilled onto the gravel shoulder along the east roadway edge of SR-89 north of US-395 (north of mile post marker MNO 0.5). The registered owner of the truck tractor/trailer combination was identified as AFS Investments LLC, DBA LMS Transport.

The California Highway Patrol and California Department of Transportation responded to mitigate the spill. LMS Transport contracted with H2O Environmental Incorporated to conduct clean-up efforts.

This report is submitted on behalf of all designated employees of the California Highway Patrol. If you have any questions regarding this incident, please contact Sergeant J. Vieira, at (760) 932-7995.

Sincerely,


J. HOLT, Lieutenant
Commander

Enclosure



HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER 16-6159	COLLISION REPORT <input checked="" type="checkbox"/> Yes NUMBER 9820-2016-0358 <input type="checkbox"/> No
--------------------------------------	---

HAZMAT CASUALTIES	NO EXPOSED/DECONNED	NO INJURED	NO KILLED	CITY	JUDICIAL DISTRICT	PHOTOGRAPHS BY
AGENCY PERSONNEL	0	0	0	UNINC.	Mono County	<input checked="" type="checkbox"/> NONE
OTHERS	0	0	0	COUNTY	NCIC	HAZMAT PLACARDS DISPLAYED
				Mono	9820	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
INCIDENT DATE (MM/DD/YYYY)	INCIDENT TIME	TIME CALTRANS/COUNTY ROADS NOTIFIED	TIME O.E.S. NOTIFIED	STATE HIGHWAY RELATED		
10/09/2016	0438 HOURS	0554 HOURS	1250 HOURS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

INCIDENT OCCURRED ON **SR-89**

AT INTERSECTION WITH **US-395**
 OR North of

MILEPOST INFORMATION: 529.00 feet North of MPM 89 MNO 0.5

GPS COORDINATES
LATITUDE **38.383600°** LONGITUDE **-119.321500°**

NAME (FIRST, MIDDLE, LAST)	DRIVER'S LICENSE NUMBER	STATE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE
Peter (NMN) Sevillano Jr.	C3571553	CA	2011	FRHT	9F51530	CA
STREET ADDRESS	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		
5780 Avenue Juan Bautista	1997	Fruehauf	4PT3334	CA		
CITY/STATE/ZIP CODE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		
Riverside, CA 92509						

HOME PHONE: None BUSINESS PHONE: 951-750-2736 CARRIER NAME: AFS Investments LLC, DBA LMS Transport

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

On-site fire services Chemtrec
 Private info source Poison Control Center
 Off-site fire services Safety Data Sheet
 On-site non-fire services Placards/Signs
 Off-site non-fire services Shipping papers
 Computer software Emergency Response Guidebook
 Chemist No reference material used
 Other

REGISTERED OWNER SAME AS DRIVER
AFS Investments LLC, DBA LMS Transport

OWNER'S ADDRESS SAME AS DRIVER
2751 Avalon St. Riverside, CA 92509

VEHICLE IDENTIFICATION NUMBER
Truck-Tractor: 1FUJGEDV2BSAZ1166 Trailer: 4J8T04423VT01605

VEHICLE TYPE: 25 28 CA NUMBER: 434396 DOT NUMBER:

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
Elevated Temperature Liquid, N.O.S (Asphalt)	3275	9	3000 Gallons	Outside vehicle	Liquid	Liquid

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER
Cargo tank	7000 Gallons	Iron/Iron alloys	Ground level

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
N/A						

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER

PROPERTY USE	SURROUNDING AREA	PROPERTY MANAGEMENT
State Highway	Open land	Federal

RELEASE FACTORS	EQUIPMENT TYPE INVOLVED	HAZMAT CONFIRMED
Collision/Overturn	No equipment involved	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

CITATION ISSUED OR COMPLAINT TO BE FILED	PRIMARY CAUSE OF INCIDENT	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	<input checked="" type="checkbox"/> Violation 22107CVC	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

OTHER CAUSE: Other Code violation Other cause

DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?
 Yes No WEATHER Clear

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

Sequence of events Evacuation details Cleanup actions CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)
 Road closures Environmental impact Actions of other agencies

COMPLETE THE FOLLOWING

Incident Action Plan Site Safety Plan Proposition 65 Letters: County Health/County Board of Supervisors

DATE AND TIME SCENE DECLARED SAFE: 10/11/2016 1330 HOURS BY WHOM (NAME, TITLE AND AGENCY): Andy Richard, Hazardous Materials Area Superintendent, Caltrans & Sgt. D. Gordon #15844, CHP

PREPARER'S NAME, RANK, AND ID NUMBER	DATE	REVIEWER'S NAME, RANK, AND ID NUMBER	DATE
Sergeant J. Vieira #18121	10/13/2016	Lieutenant J. Holt #14702	10/13/2016



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Thank You Note from Julie Rhodes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Thank you note from Julie Rhodes.

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:

Click to download
Thank you note

History

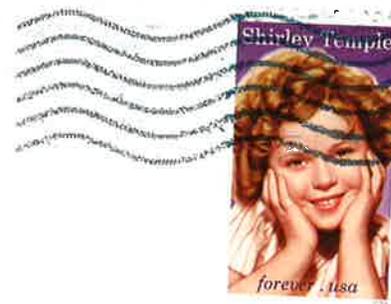
Time

Who

Approval

10/24/2016 8:39 AM	County Administrative Office	Yes
10/19/2016 2:25 AM	County Counsel	Yes
10/26/2016 6:50 AM	Finance	Yes

Julie Rhodes
RENO NV 895
61 E. Mill Creek Rd.
11 OCT 2016 PM 3 T
Coleville, CA 96107



Mono County Board of
Supervisors
P.O. Box 715
Bridgeport, Ca. 93517

I received your card
today and was
overwhelmed with
your thoughtfulness!
Thank you so much
for remembering
my Mike!

Your kind expression
of sympathy
is deeply appreciated
and
gratefully acknowledged

Sincerely,
Julie
Rhodes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

Departments: Public Works

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Joe Blanchard

SUBJECT Contract for Custodial, Snow Removal, Community Center, and Campground Management Services

AGENDA DESCRIPTION:

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

Proposed contract with Baxter's pertaining to Custodial, Snow Removal, Community Center, and Campground Management Services.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize the Board Chairman to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Contract limit is \$100,521 annually or \$103,200 annually if optional recycling services are requested by Solid Waste.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@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:

Joe Blanchard

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract

History

Time	Who	Approval
10/26/2016 4:32 PM	County Administrative Office	Yes
10/21/2016 11:09 AM	County Counsel	Yes
10/26/2016 6:42 AM	Finance	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: October 18, 2016

To: Honorable Chair and Members of the Board of Supervisors

From: Joe Blanchard, Parks and Facilities Superintendent

Re: Contract for Custodial, Snow Removal, and Community Center and Campground Management Services

Recommended Action:

Approve and authorize Chairman to sign the Agreement between the County of Mono and Baxter's providing for Custodial, Snow Removal, and Community Center and Campground Management Services.

Fiscal Impact:

Annual contract limit is \$100,521 annually (or \$103,200 annually if optional recycling services are requested by Solid Waste). The agreement may be renewed for up to two subsequent one-year terms at the same cost.

Background:

Don Baxter, dba Baxter's, currently provides custodial, snow removal, and campground and community center management services to the County.

The scope of work includes the continued provision of custodial services for five Community Centers (Walker/Antelope Valley, Bridgeport, Lee Vining, June Lake, and Chalfant), two County offices (Walker Senior Center and Walker Career Services Center), the June Lake Sheriff's Substation, and park restrooms at the Bridgeport, Mountain Gate, and Walker parks. In addition, the contract provides for the continued provision of seasonal custodial services for restrooms at eight additional County parks and/or ballfields (Bridgeport Ballfield, Bridgeport Marina, Benton Park, Chalfant Park, Gull Lake Park, Guss Hess Park, June Lake Ballfield, and Mono Lake Park).

The contractor would additionally continue to provide seasonal (as-needed) snow removal at the June Lake, Lee Vining, and Walker/Antelope Valley Community Centers, the Walker Senior Center, Career Services Center, and Wellness Center, the June Lake Sheriff's Substation and at the Mountain Gate and Walker Park restrooms.

The proposed agreement also provides for continued seasonal campground management and host services at the Lundy Lake Campground, and community center site coordination services for the Walker/Antelope Valley, Lee Vining, and June Lake Community Centers.

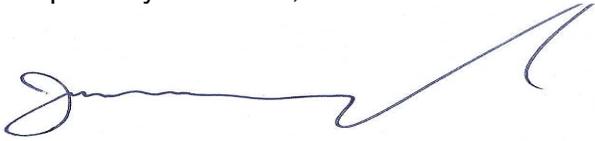
Finally, the proposed agreement includes one optional additive: if recycling receptacles are installed at any of the facilities, then this option allows the County to ask the Contractor to service those

facilities and delivery of the materials to a County-determined location. The additional cost for these services (if requested) would be approximately \$900 per year.

The contractor will be responsible for supplying all equipment, supplies, and materials used in the work and would be responsible for ensuring that all work is carried out in a thorough, complete, and professional manner.

If you have any questions regarding this item please contact Joe Blanchard at 760-932-5443, jblanchard@mono.ca.gov

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Joe Blanchard', with a long horizontal stroke and a large, sweeping flourish at the end.

Joe Blanchard, Parks & Facilities Superintendent

**AGREEMENT BETWEEN COUNTY OF MONO
AND BAXTER'S FOR THE PROVISION OF CUSTODIAL, SNOW REMOVAL, AND
CAMPGROUND AND COMMUNITY CENTER SITE MANAGEMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the custodial, and campground and community center site management services of Don Baxter, DBA "Baxter's, of Walker, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from October 10, 2016 to October 10, 2019 unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed one hundred thousand, five hundred twenty one dollars (\$100,521.00) in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). In the event that optional recycling services are requested by County as set forth in paragraph V.D. of the Scope of Work, then the contract limit shall be increased to one hundred and three thousand, two hundred dollars (\$103,200.00) per year. County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the County. Contractor will use reasonable care to protect,

safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$300,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is

written on a claims-made form then: (1) the “retro date” must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “retro date” prior to the contract effective date, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

E. Unemployment, Disability, and Liability Insurance. Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or

exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for

employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

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

Notwithstanding the foregoing, if Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT

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

24. NOTICE

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

County of Mono:

Mono County Department of Public Works
PO Box 457
Bridgeport, CA 93517
jblanchard@mono.ca.gov

Contractor:

Don Baxter, DBA "Baxter's"
PO Box 300
Coleville, CA 96107
baxters539@yahoo.com

25. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND BAXTER'S FOR THE PROVISION OF CUSTODIAL, SNOW REMOVAL, AND
CAMPGROUND AND COMMUNITY CENTER SITE MANAGEMENT SERVICES**

TERM:

FROM: October 10, 2016 TO: October 10, 2019

SCOPE OF WORK:

SCOPE OF WORK:

Contractor shall provide all labor, equipment, materials, supplies, transportation, taxes, and cover all other costs required to perform custodial, snow removal, and campground and community center site management services for the County.

In general, services and work shall consist of the following:

I. CUSTODIAL SERVICES:

- A. Contractor shall provide year-round custodial services at five County Community Centers (Walker/Antelope Valley, Bridgeport, Lee Vining, June Lake, and Chalfant), two County offices (Walker Senior Center and Walker Career Services Center), a Sheriff's substation (June Lake), and three park restrooms (Bridgeport, Mountain Gate, and Walker).
- B. In addition, Contractor shall provide seasonal custodial services (April 15 through November 15 of each year) for restrooms at eight County parks and ballfields (Bridgeport Ballfield, Bridgeport Marina, Benton Park, Chalfant Park, Gull Lake Park, Guss Hess Park, June Lake Ballfield, and Mono Lake Park).
- C. The actual days of the week that custodial services will be provided by Contractor shall be determined by Contractor in coordination with Public Works staff and community center site coordinators to avoid conflicts with scheduled uses or activities.
- D. Contractor is obligated to ensure that the facilities are clean and sanitary to the satisfaction of County. Contractor shall determine the frequency and types of cleaning that are required to meet that obligation. However, Contractor is advised that due to the nature of facility use, *most* community centers and outdoor restrooms will require at least one cleaning on weekends.

II. SNOW REMOVAL SERVICES:

- A. Contractor shall remove snow from walks, ramps, and stairs and apply ice melt on an as-needed basis at the June Lake, Lee Vining, and Walker Antelope Valley Community Centers, at three offices in Walker (Walker Senior Center, Career Services Center, and Wellness Center), at the June Lake Sheriff's substation, and at two park restrooms (Mountain Gate Park and Walker Park).
- B. Contractor must ensure that necessary snow removal is performed at the June Lake, Lee Vining, and Walker Antelope Valley Community Centers prior to facility use. Snow removal at the three Walker offices (Senior Center, Career Services Center, and Wellness Center) must be performed prior to their opening for business.

III. CAMPGROUND MANAGEMENT SERVICES:

- A. Seasonal management of the County's Lundy Lake Campground consists of collecting fees, providing custodial services at campground restrooms, and furnishing a campground host. Host responsibilities include verifying that overnight camping fees are paid, ensuring that restrooms are properly supplied, and notifying campers of campground rules and policies, and notifying Public Works staff of operational problems or necessary maintenance or repairs.

Handling of overnight camping fees by the host is prohibited; guests are required to deposit fees in secured self-service fee boxes and Contractor will be responsible for collecting and transporting fee envelopes to Public Works.

IV. COMMUNITY CENTER MANAGEMENT /SITE Coordination:

- A. Contractor shall schedule and maintain the calendar for the Walker/Antelope Valley, Lee Vining, and June Lake Community Centers. Contractor shall work directly with prospective community center users to ensure that necessary use agreements, applicable paperwork, and payments are completed. Completed paperwork and payments shall be promptly submitted to the individual designated by the County for processing. Contractor shall inspect each Community Center before and after use to determine if the facility has been left in the required condition. Contractor shall establish and maintain professional, responsible and cooperative working relationships with County staff and the public.

V. MISCELLANEOUS PROVISIONS:

- A. Contractor shall promptly notify Public Works staff if Contractor discovers the need for maintenance or repair at any of the facilities at which the services and work are being performed.
- B. Services and work shall be completed consistent with generally-accepted practices for the industry.
- C. Tasks may be added or deleted from the Scope of Work by amendment to this Agreement or as otherwise authorized in paragraph D below. In the event the need for an additional task is identified which requires contract amendment, the Scope of Work and payment to Contractor will be negotiated between Contractor and Public Works staff. If negotiations for additional services are unsuccessful, the County may elect to contract separately for the services.

- D. During the term of this Agreement, the County may install recycling receptacles at several of the facilities.

Upon installation, service of these receptacles and delivery of the materials to a County-determined redemption center, or other location, may be requested. The associated redemption value for the materials shall be retained by the County. The cost of providing this additional service for each facility shall be \$13.00 per facility per month and shall not be compensated unless such services are requested in writing by County.

SITE LOCATIONS & DESCRIPTIONS:

The County facilities at which custodial, snow removal, and campground and community site management services are requested are described as follows:

Facility	Location	Community	Flooring	Size
Benton Community Center	58869 U.S. Highway 6	Benton	Vinyl	3,680 sf
Benton (Ida Lynn) Park Restroom	58869 U.S. Highway 6	Benton	Concrete	322 sf
Bridgeport Ballfield Restroom	576 Aurora Canyon Road	Bridgeport	Concrete	~300 sf
Bridgeport Marina Restroom	200 Ramp Road	Bridgeport	Concrete	314 sf
Bridgeport Park Restroom	129 Emigrant Street	Bridgeport	Concrete	160 sf
Chalfant Community Center	123 Valley Road	Chalfant	Vinyl & carpet	1,838 sf
Chalfant Park Restroom	123 Valley Road	Chalfant	Concrete	322 sf
Gull Lake Park Restroom	90 W. Granite Avenue	June Lake	Concrete	322 sf
Gus Hess Park Restroom	129 Mattly Avenue	Lee Vining	Concrete	286 sf
June Lake Ball field Restroom	1855 Northshore Drive	June Lake	Concrete	~300 sf
June Lake Community Center	90 W. Granite Avenue	June Lake	VCT *& carpet	6,691 sf
June Lake Sheriffs Substation	120 W. Granite Avenue	June Lake	VCT* & carpet	1,254 sf
Lee Vining Community Center	296 Mattly Avenue	Lee Vining	VCT*	4,670 sf
Lundy Lake Campground	Lundy Lake Road	Mono City	<i>n/a</i>	<i>n/a</i>
Mono Lake Park Restroom	600 Cemetery Road	Mono City	Concrete	690 sf
Mountain Gate Restroom	105746 U.S. Highway 395	Walker	Concrete	~300 sf
Walker Career Services Center	107384 U.S. Highway 395	Walker	Vinyl & carpet	~400 sf
Walker Community Center	442 Mule Deer Road	Walker	VCT*	3,874 sf
Walker Senior Center	399 Mule Deer Road	Walker	Vinyl & carpet	5,168 sf
Walker Park Restroom	399 Mule Deer Road	Walker	Concrete	300 sf
Walker Wellness Center	107655 U.S. Highway 395	Walker	<i>n/a</i> *	<i>n/a</i> *

*Notes: VCT = vinyl composition tile; n/a = not applicable; - = approximate.

SUPPLIES AND EQUIPMENT:

- Contractor is responsible to furnish all supplies (e.g., paper towels, toilet paper soap, trash can liners, and toilet seat protectors, cleaning supplies) and equipment (e.g., vacuum cleaner, snow

shovel, snow blower and/ or snow plow) necessary for the performance of the services and work specified in this Agreement.

- Sufficient storage space should be available at each facility for on-site storage of cleaning supplies and most equipment.
- Trash dumpsters and related hauling service are provided by the County at each facility.

SITE ACCESS AND USE OF PREMISES:

- The County shall furnish keys to all facilities and Contractor shall have full access to the facilities serviced under the contract, provided Contractor does not interfere with facility use, traffic, and parking. Contractor shall not be limited as to the day of the week or time of day during which access is available, but the work schedule must be coordinated with Public Works and community center coordinators to ensure that there are no conflicts with users of each facility.
- Contractor is expected to cooperate with and accommodate facility access with Public Works staff and County vendors and contractors. On-site storage of equipment and materials is allowed, provided sufficient space is available.

DAMAGE TO FACILITIES:

- Contractor shall take all reasonable precautions to prevent damage to any facility arising from performance of the services and work specified in this agreement. Contractor shall repair and/or be responsible for any such damage at no additional cost to the County. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND BAXTER'S FOR THE PROVISION OF CUSTODIAL, SNOW REMOVAL, AND
CAMPGROUND AND COMMUNITY CENTER SITE MANAGEMENT SERVICES**

TERM:

FROM: October 10, 2016 TO: October 10, 2019

SCHEDULE OF FEES:

The County shall pay Contractor for services and work performed under this Agreement as specified below:

CUSTODIAL, SNOW REMOVAL, AND CAMPGROUND MANAGEMENT SERVICES

ITEM	LOCATION	MONTHLY RATE	NO. MONTHS	TOTAL
<u>YEAR-ROUND TASKS</u>				
1.	Walker Community Center	\$1,065	x 12 mo.	\$12,780
2.	Walker Senior Center	\$1,465	x 12 mo.	\$17,580
3.	Walker Park Restroom	\$232	x 12 mo.	\$2,784
4.	Walker Career Services Center	\$182	x 12 mo.	\$2184
5.	Walker Wellness Center (average over year)	\$5	x 12 mo.	\$60
6.	Mountain Gate Restroom	\$132	x 12 mo.	\$1,584
7.	Bridgeport Park Restroom	\$132	x 12 mo.	\$1,584
8.	Lee Vining Community Center	\$1,065	x 12 mo.	\$12,780
9.	June Lake Community Center	\$1,065	x 12 mo.	\$12,780
10.	June Lake Sheriff's Substation	\$132	x 12 mo.	\$1,584
11.	Chalfant Community Center	\$765	x 12 mo.	\$9,180
12.	Benton Community Center	\$765	x 12 mo.	\$9,180
13.	Lee Vining Community Center Site Coordination	\$125	x 12 mo.	\$1,500
14.	Community Center Site Coordination	\$125	x 12 mo.	\$1,500
15.	Community Center Site Coordination	\$125	x 12 mo.	\$1,500
TOTAL, YEAR ROUND TASKS:				\$88,560

<u>SEASONAL TASKS (Apr. 15 – Nov. 15)</u>				
16.	Benton Park Restroom	\$72	x 7 mo.	\$504
17.	Bridgeport Ballfield Restroom	\$72	x 7 mo.	\$504
18.	Bridgeport Marina Restroom	\$100	x 7 mo.	\$924
19.	Chalfant Park Restroom	\$40	x 7 mo.	\$504
20.	Gull Lake Park Restroom	\$80	x 7 mo.	\$783
21.	Gus Hess Park Restroom	\$60	x 7 mo.	\$644
22.	June Lake Ballfield Restroom	\$25	x 7 mo.	\$399
23.	Mono Lake Park Restroom	\$100	x 7 mo.	\$924
24.	Lundy Lake Campground Management	\$900	x 7 mo.	\$6,775
TOTAL, SEASONAL TASKS:				\$11,961
Grand Total:				\$100,521

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

Departments: Sheriff, Public Works

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd and Peter Chapman

SUBJECT Agreement for Architectural and Related Services in Connection with Jail Improvements Project

AGENDA DESCRIPTION:

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

Proposed contract with Nacht & Lewis Architects for jail needs assessment and grant application services in connection with Mono County Jail Improvements Project.

RECOMMENDED ACTION:

Approve, and authorize the Public Works Director to execute and administer, a professional services agreement with Nacht & Lewis of Sacramento, California to prepare a jail needs assessment and assist with the preparation of an application for state lease-revenue bond funding for jail improvements. This authorization shall include making minor amendments to said agreement from time to time as the 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.

FISCAL IMPACT:

The contract limit has been established at \$111,735, which amount has been committed from the Criminal Justice Facilities Trust account in preparation for these services. The full scope and cost of a potential jail project will be further developed as a project is identified and takes shape, but may be substantial.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.924.1802 / ghigerd@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](#)

[Proposed Agreement \(including Atts A & B\)](#)

[Proposed Agreement \(Attachment C\)](#)

History

Time	Who	Approval
10/28/2016 6:11 AM	County Administrative Office	Yes
10/27/2016 3:42 PM	County Counsel	Yes
10/27/2016 5:50 PM	Finance	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: November 1, 2016

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, County Engineer

Re: Agreement for Jail Needs Assessment and Grant Application Services

Recommended Action

Approve, and authorize the Public Works Director to execute and administer, a professional services agreement with Nacht & Lewis of Sacramento, California to prepare a jail needs assessment and assist with the preparation of an application for state lease-revenue bond funding for jail improvements. This authorization shall include making minor amendments to said agreement from time to time as the 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.

Fiscal Impact:

The contract limit has been established at \$111,735, which amount has been committed from the Criminal Justice Facilities Trust account in preparation for these services. The full scope and cost of a potential jail project will be further developed as a project is identified and takes shape, but may be substantial.

Background:

After presenting a staff report on jail improvement funding opportunities and receiving Board direction on August 2, 2016, Public Works circulated a Request for Qualifications for Jail Architecture Services. Statements of Qualifications (SOQs) were received from two consultant teams, Nacht & Lewis with Vanir, and ILPP. Evaluation of the SOQs by County staff and phone interviews determined that the Nacht & Lewis/Vanir team was the most qualified to provide the needed services.

On June 27, 2016, Senate Bill 844 became law authorizing state lease-revenue bond financing for the acquisition, design and construction of adult criminal justice facilities. The timeline for the SB 844 funding cycle will move extremely fast and a Request for Proposals (RFP) is expected to be released by the Board of State and Community Corrections (BSCC) in November or December, with grant applications due in February 2017.

The RFP is expected to require competitive applicants to provide a very comprehensive application including:

- A current Jail Needs Assessment (or equal for renovations) with a clear statement of need, scope of work, description of programming and services, and administrative work plan.
- Preliminary plans and cost estimates for the identified project.
- A completed CEQA analysis of the identified project.
- A Board resolution committing set aside matching funds. (Last year a 10% local match was required unless a “match reduction petition” was granted, in which case the match could be reduced to 5%)

In preparation, staff recommends that Nacht & Lewis be retained to prepare a current Jail Needs Assessment (or equal) that evaluates options to meet current and future needs of the Bridgeport jail, and to assist with preparation of the application for the lease-revenue bond funds. Improvement options include a renovation of the existing jail to provide additional space for inmate re-entry programs and other feasible alternatives. The scope of work additionally includes preparation of preliminary design and assistance with preparation of an SB 844 lease-revenue bond application.

A copy of the proposed agreement with Nacht & Lewis, including attachments which describe the scope of work, budget, and fee schedule, is enclosed with this report for Board consideration.

Please contact me at 924-1802 if you have any questions regarding this item.

Respectfully submitted,



Garrett Higerd
County Engineer

(Certain modifications approved by County staff in Mr. Higerd's absence due to time constraints)

Attachments: Exhibit 1 – Agreement

**AGREEMENT BETWEEN COUNTY OF MONO
AND NACHT & LEWIS ARCHITECTS
FOR THE PROVISION OF ARCHITECTURAL AND RELATED SERVICES
IN CONNECTION WITH MONO COUNTY JAIL IMPROVEMENTS PROJECT:**

JAIL NEEDS ASSESSMENT AND GRANT APPLICATION SERVICES

INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County"), may have the need for the architectural and related professional services of Nacht & Lewis Architects of Sacramento, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from November 1, 2016 to December 31, 2019, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$111,735.00, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE

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

Contractor acknowledges and expressly agrees that time is of the essence in connection with the performance of this Agreement.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc.

provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County, except to the extent otherwise required by any applicable copyright law. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

If the County subsequently reproduces project-related documents or creates (or causes others to create) a derivative work based upon project-related documents created by the Contractor, the County shall completely remove the original professional seals, logos and other indications on the documents of the identity of the Contractor. The County agrees that any future use, reuse, or modification of the Contractor's work product without retaining and maintaining the retention of the Contractor shall be at the County's sole risk and without liability to the Contractor and the County agrees to waive any and all claims against the Contractor and release, defend, indemnify and hold the Contractor harmless from any and all claims or liabilities arising therefrom.

Notwithstanding anything to the contrary in the previous paragraph, the Contractor understands and acknowledges that the County intends to utilize the Contractor's work product in connection with further aspects of its jail improvements project, including but not limited to project design and construction. To the extent permitted by applicable law, the Contractor hereby grants the County a perpetual, worldwide, irrevocable, and royalty-free license to the County at no cost to the County and to its present and future officials, employees, agents, consultants and sub-consultants, and contractors and sub-contractors to use any and all of Contractor's instruments of service and other work product for such purposes, as well as for any and all present or future purposes in any way related to County's legal, financial, and/or regulatory obligations, to the extent that ownership or control of any such work product remains with Contractor. Contractor agrees that County will not be required to remove Contractor's original professional seals, logos or other indications on the documents of the identity of the Contractor for such purposes.

Subject at all times to any confidentiality and/or non-disclosure agreement(s) in effect in connection with the County's jail improvements project (including but not limited to Section 18., below), but notwithstanding any other provision in this Agreement, the Contractor shall not be in violation of this Agreement if the Contractor utilizes any standard details that may be incorporated into the work product generated by the Contractor in connection with this Project. The County understands that regardless of any transfer of ownership or copyright rights granted to the County pursuant to the terms of this Agreement, and subject to any confidentiality and/or non-disclosure agreement(s) in effect, the Contractor shall in no way be restricted or prohibited from future use of any such standard details.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per accident for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation

policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims or losses which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Commercial General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$300,000.00 applicable to all owned (if applicable) as well as non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim / \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of

California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be canceled without thirty (30) days written notice to the County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

D. Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement necessary to effectuate this waiver, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

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

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County’s control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall indemnify and hold harmless the County, its agents, officers, and employees from and against damages, losses, judgments, liabilities, expenses, and other costs, including reasonable litigation costs and attorney’s fees to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor or

Contractor's agents, officers, employees, or subcontractors for whom the Contractor is legally responsible (to the extent that such subcontractors' conduct arises out of, pertains to, or relates to Contractor's negligence, recklessness, or willful misconduct).

Contractor shall ensure that its subcontractors and subconsultants, if any, agree to indemnify County on terms no less favorable to County than those appearing in the previous paragraph before commencing work under this Agreement.

Contractor's obligation to indemnify and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph shall survive any termination or expiration of this Agreement, but shall in no event extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose and/or statute of limitations. The parties expressly agree that this indemnity provision does not include, and in no event shall the Contractor be required to assume, any obligation or duty to defend any claims, causes of action, demands, or lawsuits in connection with or arising out of this Project or the services rendered by Contractor.

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

15. ASSIGNMENT

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

Subject to the foregoing, the County understands that Contractor intends to subcontract a portion of its scope of work under this Agreement to Vanir Construction Management (“Vanir”), or otherwise retain Vanir to assist Contractor in its performance of the work. Before the commencement of work under this Agreement, Contractor must ensure that Vanir agrees to bound by its terms, including, but not limited to, Sections 3., 4., 5., 6., 7., 8., 9., 10., 11., 12., 13., 14., 16., 17. (including all provisions in Attachment C concerning the treatment of Confidential Information), 18., 19., 20., 21., 22., 23., 24., and 25. Contractor specifically acknowledges, and will ensure that Vanir agrees, that Vanir’s involvement shall in no way affect the Agreement’s compensation provisions (including, but not limited to, the total amount payable under this Agreement).

16. DEFAULT

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

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

18. CONFIDENTIALITY

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

In addition to the foregoing, certain of Contractor’s obligations pertaining to “Confidential Information”, as defined in the Confidentiality and Non-Disclosure Agreement (“NDA”) pertaining to the County’s jail improvements project and signed on behalf of Contractor on October 18, 2016, attached hereto as Attachment C, shall remain in force and effect throughout the term of this Contract and shall survive its termination. Specifically, the following provisions of the NDA are adopted by reference into this Agreement and shall remain in force and effect:

1. Section 1. Purpose, second paragraph only;
2. Section 2. Disclosure;
3. Section 4. Confidential Information and Confidential Materials;
4. Section 5. Restrictions; and
5. Section 6. Rights and Remedies.

All other provisions of the NDA shall be deemed superseded and replaced by the provisions of this Agreement.

19. CONFLICTS

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

The parties acknowledge and agree that practices that might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration are specifically prohibited in connection with this Agreement and with the jail improvements project. The parties acknowledge and agree that County employees must avoid conflicts of interest in connection with this Agreement to the extent required by law, including: 1) where those employees have a relationship with a person or business entity seeking a contract, which relationship would subject those employees to the prohibition of *Government Code* section 87100; 2) where those employees have a financial or business relationship with any private entity seeking the contract; or 3) where otherwise prohibited by law. Compliance with all laws regarding political contributions; conflicts of interest; and other unlawful activities is required in connection with the negotiation and performance of this Agreement.

20. POST-AGREEMENT COVENANT

In addition to the provisions of Section 18., above (including those provisions of the NDA incorporated by reference into this Agreement), Contractor agrees not to use any confidential, protected, or privileged information that is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

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

22. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT

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

24. NOTICE

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

County of Mono:

Garrett Higerd
County Engineer
Mono County Department of Public Works
P.O. Box 547
Bridgeport, CA 93517
ghigerd@mono.ca.gov

Contractor:

Eric Fadness, AIA
Vice President
Nacht & Lewis Architects
600 Q Street, Suite 100
Sacramento, CA 95811
efadness@nachtlewis.com

Notwithstanding Sections 23 and 25, either party to this Agreement may amend its contact information in this Section 24. at any time. Any such amendment shall be effective immediately, without need for further formalities, upon receipt by the other party.

25. ENTIRE AGREEMENT

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

**IN WITNESS THEREOF, THE PARTIES HEREBY ENTER INTO THIS AGREEMENT
EFFECTIVE THIS FIRST DAY OF NOVEMBER, 2016.**

COUNTY OF MONO

CONTRACTOR

By: _____
Jeff Walters,
Public Works Director

By: _____
Its: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND NACHT & LEWIS ARCHITECTS FOR THE PROVISION OF ARCHITECTURAL AND RELATED SERVICES IN CONNECTION WITH MONO COUNTY JAIL IMPROVEMENTS PROJECT:

JAIL NEEDS ASSESSMENT AND GRANT APPLICATION SERVICES

TERM:

FROM: November 1, 2016

TO: December 31, 2019

SCOPE OF WORK:

PROJECT DESCRIPTION:

Prepare a current Jail Needs Assessment (or equal) that evaluates options to meet current and future needs of the Bridgeport jail. Options should include a renovation of the existing jail to provide additional space for inmate re-entry programs and other feasible alternatives. If the preferred option is both technically and financially feasible and politically supported, prepare a preliminary design and assist with the preparation of a SB 844 lease-revenue bond application.

Task 1: Jail Needs Assessment

A. Establish Goals and Objectives

1. Meet with Sheriff and Stakeholders to establish Jail Objectives and discuss operational philosophy.
2. Evaluate SB 844 recommended practices for a maximum score.
3. Collect and review all existing documents, studies, and reports.
4. Finalize and document correctional system goals and objectives.

B. Facility Description and Condition Assessment

1. Tour the existing jail facility.
2. Examine the existing jail facility to understand the current operation and compliance with the California Building Code (CCR) Title 24 accessibility and fire and life safety requirements.
3. Examine the existing facilities relative to current jail facility needs, including an evaluation of the potential for continued and future use of the existing facilities.
5. Review all available facilities drawings and site plans.
6. Complete evaluation, and summarize findings.
7. Review findings with the Sheriff's Office.

C. Jail Construction Planning

1. Develop jail construction options based on the facility needs defined in the facility condition assessment.
2. Conduct a planning workshop with the Sheriff's Office and County.
3. Prepare order of magnitude cost estimates for jail construction options. The estimate will identify the building cost per square foot including contractor burden, for each functional component and for all exterior area improvements. The estimate shall include cost escalation to the anticipated mid-point of construction based on the projected timeline for the project.

D. Prepare a needs assessment report

1. Prepare a draft report that outlines the needs and recommendations for resolving operational and facility issues confronting Mono County's jail system. Submit report for Sheriff's Office and County Review.
2. Prepare and submit a final report.
 - a. The final report must include, *inter alia*, an assessment of any required upgrades under the Americans with Disabilities Act of 1990, as amended (ADA); an assessment of the implications of State requirements for AB 109 Realignment offender populations; an assessment of the implications of State expectations for counseling, education, therapy, life-skills, and other re-entry programs; an assessment of the implications of requirements for protection against sexual abuse in the jail facility; and an assessment of any needs related to pre-trial services and in-person visiting, among other issues that Contractor, in consultation with County, deems relevant.
3. Present the needs assessment findings and construction options to the Board of Supervisors.
 - a. Consult and coordinate with County to ensure that presentation is scheduled appropriately and sufficiently in advance of any applicable deadlines for preparation and/or submission of SB 844 Funding Application.

Task 2: Prepare SB 844 Funding Application

1. Review SB 844 Request for Proposal and create proposal checklist and make writing assignments
2. Develop budget summary table
3. Develop project timeline
4. Develop project definition (based on SB 844 RFP criteria)
5. Conduct progress meetings necessary to complete application, including preliminary design (via on-line conference), taking all reasonable measures to ensure that application is complete and ready for submittal prior to deadline.
6. Write/facilitate proposal narratives
7. Meet with BSCC as needed
8. Develop program documents as needed for application
9. Finalize appendices to include in application.

Deliverables

1. Draft and Final Updated Needs Assessment Report
2. Draft and Final Architectural Space List
3. Conceptual Jail Facility Construction Options
4. Cost estimates
5. SB 844 Funding Application for submission by applicable deadline (currently anticipated in February 2017)

County Responsibilities

1. Provide review comments and approvals.
2. Provide a project administration and management plan for the SB 844 project.
3. Provide a staffing and operations plan for the expanded jail.
4. Provide estimate of County soft costs for the administration and management of the project, and the jail transition planning team.
5. Provide other estimated soft costs for building permitting and plan review, CEQA, FF&E.

Exclusions (Not Included)

The following services and items are not included in the scope of this Agreement:

1. Architectural and engineering design and construction documentation services.
2. Extensive site work and site investigation to determine hidden conditions not documented in original drawings, as-built drawings, or previous modernization projects.
3. Payment of any fees including permit fees, application fees, inspection fees, etc.
4. CEQA and special environmental impact investigations and related research.
5. Life cycle cost analyses and energy effectiveness studies. Preparation of owning or operating cost studies.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND NACHT & LEWIS ARCHITECTS
FOR THE PROVISION OF ARCHITECTURAL AND RELATED SERVICES
IN CONNECTION WITH MONO COUNTY JAIL IMPROVEMENTS PROJECT:**

JAIL NEEDS ASSESSMENT AND GRANT APPLICATION SERVICES

TERM:

FROM: November 1, 2016 TO: December 31, 2019

SCHEDULE OF FEES:

Total fee for services identified in Attachment A shall be as follows:

Task 1: Jail Needs Assessment	\$84,635.00
Task 2: Funding Application	\$23,100.00
<hr/>	
Total Fee	\$107,735.00

In addition to project fee, reimbursable expenses of up to \$4,000.00 shall be allowable for reproductions, plotting, postage, shipping, meals, travel, lodging, models, and renderings, to be billed at actual cost plus an administrative charge of 10%. Mileage shall be billed at the Internal Revenue Service standard mileage rate.

In the event that the scope of work is modified, and only upon the express written authorization of both County and Contractor and to the extent otherwise permitted, additional work under this Agreement may be billed at hourly rates as follows:

2016-2017 Billing Rate Schedule

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	\$270.00
Director of Design	\$200.00
Senior Project Manager	\$195.00
Senior Planner	\$190.00
Project Manager	\$175.00
Senior Designer	\$170.00
Senior Project Architect	\$165.00
Senior Project Coordinator	\$160.00
Project Architect	\$155.00
Project Coordinator	\$145.00
Interior Designer	\$135.00
Senior Design Technician II	\$130.00
Senior Design Technician	\$120.00
Graphic Designer	\$110.00
Design Technician	\$105.00

Office Manager	\$115.00
Video Producer	\$95.00
Project Administrator	\$90.00
Administration	\$75.00

Billing rates are subject to review and change on the anniversary date of this Agreement, upon 30 days' advance notice to County and subject to County's approval, which approval shall not be unreasonably withheld.

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

Attachment C

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT COUNTY OF MONO JAIL IMPROVEMENTS PROJECT

INTRODUCTION

WHEREAS, the County of Mono (“County”) owns and operates the Mono County Jail (“Jail”), which houses inmates that are legally committed to that institution;

WHEREAS, Nacht & Lewis Architects and/or other affiliated design professionals and consultants (collectively, “Consultants”) desire to review and/or obtain certain drawings and documentation, as well as certain other sensitive and/or protected information concerning the Jail, its layout, and/or its operations, and certain operations of the Mono County Sheriff’s Department, for use solely in furtherance of and in connection with the Mono County Jail Improvements Project (“Project”);

WHEREAS, County and Consultants agree that it is necessary and desirable for Consultants to have access to such Confidential Information prior to execution of any Project design contract, in order to assist in formulating scope(s) of work, contract documents, and other documents in connection with the Project; and

WHEREAS, County and Consultants agree that a preliminary confidentiality and non-disclosure agreement is necessary and desirable toward those ends;

IT IS THEREFORE AGREED:

1. Purpose

The purpose of this Agreement is to allow Consultants to access drawings and documentation detailing the layout of the Jail, as well as certain documents detailing its operations, for the sole purpose of evaluating them for the Project.

This Agreement is intended to ensure the safety and security of the Jail. By signing this Agreement, Consultants are stating that they will not disclose any Confidential Information (as defined in paragraph 4) and will only use Confidential Information for purposes in furtherance of the Project. Further, Consultants warrant that their employees, agents, assigns, partners and/or sub-consultants will be similarly bound by this Non-Disclosure Agreement and all other applicable laws and regulations pertaining to confidentiality.

2. Disclosure

Consultants shall not publish, nor make and/or retain copies or disclose to any third party, any Confidential Information furnished to Consultants except to the extent necessary in furtherance of the Project or to the extent that disclosure is required by judicial process in a legal proceeding, in which event Consultants will provide to the County notice of the request or demand to disclose Confidential Information prior to its disclosure.

3. Indemnification

To the full extent permitted by law, Consultants shall hold harmless, defend at their own expense, and indemnify County and its officers, agents, employees and volunteers from any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from all acts or omissions of Consultants or their officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of County or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

4. Confidential Information and Confidential Materials

4.1 "Confidential Information" as outlined herein shall be used in strict confidence and shall not be used for any other purpose and shall not be disclosed by Consultants, their employees, agents, assigns, partners and or subcontractors without the prior written consent of the County, except where:

- 4.1.1 It was already in the possession of Consultants;
- 4.1.2 It is learned from or become publicly disclosed by a source with legal right to use and disclose same; and
- 4.1.3 It is identical to information which was developed by Consultants independently of any Confidential Information received from the County.

4.2 "Confidential Information" is defined as nonpublic information that County designates as confidential or any other nonpublic information the disclosure of which could compromise security or the operations of the Jail; or the security or safety of County personnel, contractors, inmates, or others. "Confidential Information" also includes, but is not limited to, all information relating to the design, layout and operations of the Jail.

5. Restrictions

5.1 Consultants shall take reasonable security precautions, at least as great as the precautions they take to protect their own confidential information, to protect County's Confidential Information. Consultants may disclose Confidential Information only to Consultants' employees on a need-to-know basis. Consultants will have executed or shall execute appropriate written agreements with their employees and sub-consultants sufficient to enable it to comply with all the provisions of this Agreement.

5.2 Confidential Information may be disclosed, reproduced, summarized or distributed only in connection with and in furtherance of the Project, and only as otherwise provided hereunder. Consultants agree to segregate all such information from other confidential materials in Consultants' possession to prevent commingling.

6. Rights and Remedies

6.1 All Confidential Information is and shall remain the property of the County.

6.2 Consultants shall notify the County immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Consultants or any of them. Consultants will cooperate with the County in every reasonable way to help the County regain possession of the Confidential Information and prevent its further unauthorized use.

6.3 Upon completion of Consultants' work in furtherance of the Project, or upon demand by the County, all Confidential Information, including all photographs, sketches, copies, models, and drawings related to the design, layout and operation of the Jail shall be returned to the County.

6.4 Consultants acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the County shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

6.5 County personnel may visit Consultants' premises, with reasonable prior notice and during normal business hours, to review Consultants' compliance with the terms of this Agreement.

7. Governing Law

This Agreement shall be governed by the internal laws of the State of California, without regard to its law governing conflict of laws. The venue for any legal action filed by either party to this Agreement for the purpose of interpreting or enforcing any of its provisions shall be the Superior Court of California, County of Mono.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. It shall continue in force unless and until superseded by a comprehensive confidentiality agreement included in one or more Project design contracts. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the County, its agents, or employees, but only by an instrument in writing signed by an authorized officer of the County. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9. Miscellaneous

9.1 Subject to the limitations set forth in this Agreement, this Agreement is binding upon the parties, their successors and assigns.

9.2 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.3 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

9.4 Consultants shall not engage in any discrimination in violation of law, or in any discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, or membership in any other protected class as defined by state or federal law in connection with this Agreement.

9.5 **Nothing in this Agreement shall commit the County to award a contract; to pay any costs incurred in preparation of a contract or any scope(s) of work; or to procure a contract for services. The County continues to reserve all rights to accept or reject any and all submittals received as a result of its RFQ, as well as to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the County to do so, prior to the approval of any contract by the Mono County Board of Supervisors.**

Approved on behalf of the Mono County Sheriff's Department:

By: _____

Name (printed): _____

Title / Organization: _____

Date: _____

Approved as to form for Mono County:



Mono County Counsel

by: STEPHEN M. KERINS, DEPUTY
10/17/2016

JAIL IMPROVEMENTS - CONFIDENTIALITY - NDA

I, the undersigned, represent that I am authorized to enter into this Agreement on behalf of the party identified below my name, and on behalf of its agents. Consultants and their agents hereby agree to the terms of this Agreement.

AGREED AND ACCEPTED BY:

By: _____

Name (printed): Eric Fadness

Title / Organization: Principal, Mackel & Lewis

Date: 10/18/2014

AGREED AND ACCEPTED BY:

By: _____

Name (printed): _____

Title / Organization: _____

Date: _____

AGREED AND ACCEPTED BY:

By: _____

Name (printed): _____

Title / Organization: _____

Date: _____

AGREED AND ACCEPTED BY:

By: _____

Name (printed): _____

Title / Organization: _____

Date: _____

AGREED AND ACCEPTED BY:

By: _____

Name (printed): _____

Title / Organization: _____

Date: _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

Departments: Public Works

TIME REQUIRED 2 hours (90 minute presentation; 30 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd and Paul Roten

SUBJECT Pavement Management System Workshop

AGENDA DESCRIPTION:

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

Workshop on the overall condition of the Mono County paved road network, historic funding availability and approaches to road projects, and strategies to maintain the paved road network in the most sustainable ways possible.

RECOMMENDED ACTION:

1. Receive staff report regarding the Pavement Management Workshop.
2. Discuss Pavement Management System.
3. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time. Discussion item only.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.924.1802 / ghigerd@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"/> Presentation

History

Time	Who	Approval
10/26/2016 4:01 PM	County Administrative Office	Yes
10/26/2016 1:33 PM	County Counsel	Yes
10/26/2016 6:47 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: November 1, 2016
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Public Works Engineer
Subject: Pavement Management Workshop

Recommended Action:

1. Receive staff report regarding the Pavement Management Workshop.
2. Discuss Pavement Management System.
3. Provide any desired direction to staff.

Fiscal Impact:

None at this time. Discussion item only.

Discussion:

The Department of Public Works has collected information about the County Roads. Public works has developed a Pavement Management System. The Pavement Management System will be continually improved as more data becomes available. To facilitate improvement of the Pavement Management System, Public Works has prepared a Workshop. In the workshop Public Works will:

- Explain the Pavement Management System.
- Discuss the condition of the County Roads.
- Discuss the effect of funding on the County Roads.
- Discuss Road Restoration Options.
- Discuss Funding Options.
- Get input and discussion from Board Members.

It is recommended that the board give serious consideration to the value of our road systems. Public Works will request direction on:

- road priorities
- preferred funding levels
- road classifications

The information and discussion by the board will be brought into the Pavement Management System to further adapt it to the needs of Mono County, such that projects selected provide the county with the largest improvement based on the dollars spent.

If you have any questions regarding this item, please contact me at 760.709.0423. I may also be contacted by email at proten@mono.ca.gov.

Respectfully submitted,

Paul Roten
Public Works Engineer

Attachments: Exhibit: Pavement Management Presentation (Pdf of Power Point)



MONO COUNTY

PAVEMENT MANAGEMENT SYSTEM

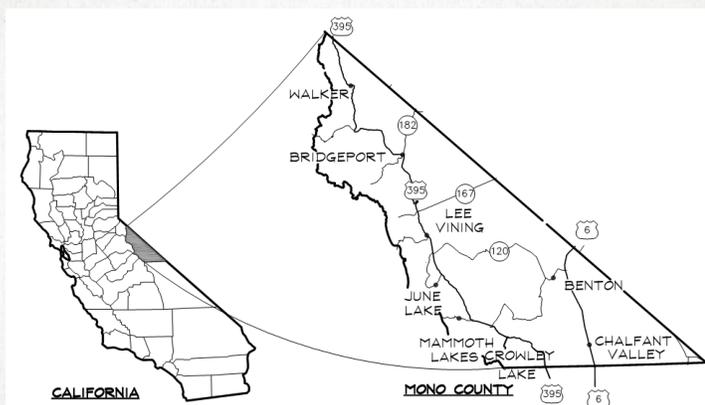
MONO COUNTY ROAD SYSTEM

- Introduction
 - Objectives
 - History
 - Paser System
 - Paser Rating System
 - Data Collection
 - Paser Anaylis
 - Project Selection
 - Road Restoration Options
 - Funding
 - Discussion
-

MONO COUNTY ROAD SYSTEM INTRODUCTION

- Mono County manages 684 miles of roads.
- 186 miles of these roads are paved
- 494 miles of these roads are unpaved
- The pavement management system targets the paved roads.
- Mono County's paved road system represents a depreciated value of \$250 million.
- Presently the road system would require an investment of approximately \$60 million to bring the complete system up to its maximum value
- As we improve road quality, liability decreases and safety increases.
- The roads connect our communities and provide access for our protective services and first responders.

INTRODUCTION - MONO COUNTY

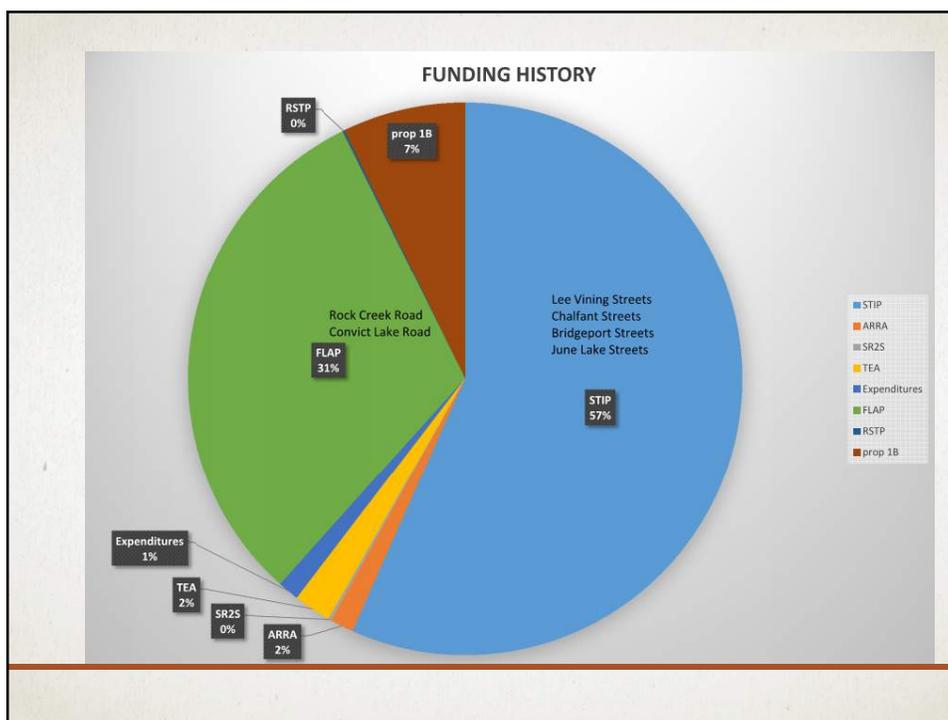
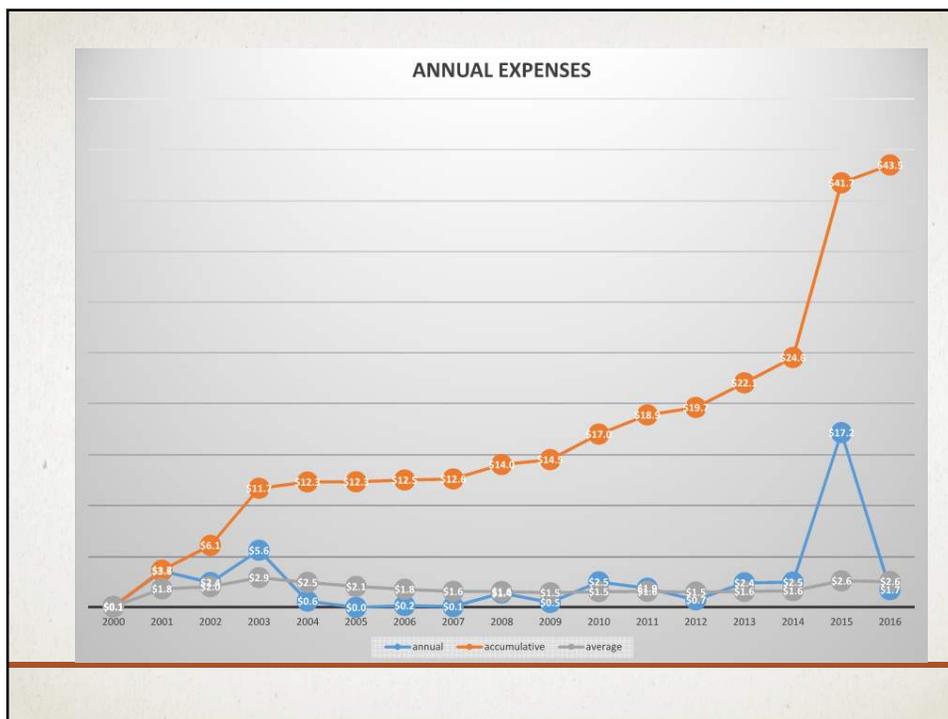


OBJECTIVES

- Explain the Paser Rating System approach
- Show the overall quality of our road systems
- Determine the best methods to address our road quality
- Select projects that should be moved to top priority
- Improve our access to road funding
- Improve our road quality throughout the County.

HISTORY / BACKGROUND

- Average funding approximately \$2.6M annually
- STIP has provided over 50% of the road restoration funding
- Maintenance funding has been approximately, though most of this funding is used for snow removal and road shop expense



**FUNDING HISTORY ROCK CREEK ROAD -
2014/2015**



FUNDING HISTORY CONVICT LAKE ROAD - 2015



FUNDING HISTORY JUNE LAKE - 2015



FUNDING HISTORY CHALFANT - 2014



PASER RATING SYSTEM

- **PA**vement **S**urface **E**valuation and **R**ating
- Paser development
- Paser Rating System
- Paser deterioration scale
- New Information – system continues to be improved

PASER RATING SYSTEM

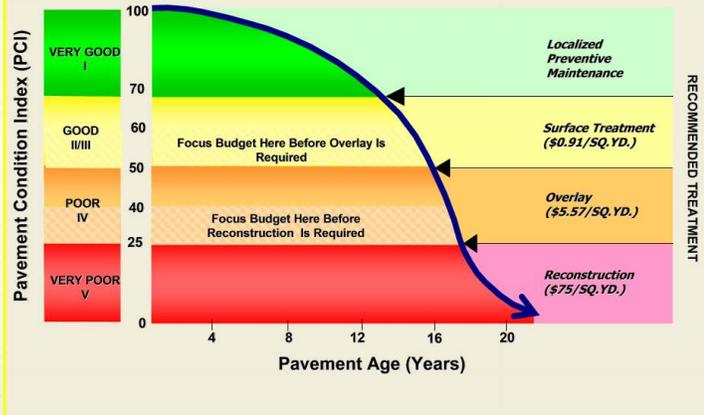
PASER Pavement Surface Evaluation Rating					
Rating System	Surface Rating	Visible Distress	Remedy	Retest Life Aided	Cost*
Little or No Maintenance	10 Excellent	None, New Road	None	N/A	N/A
	9 Excellent	None, Recently Paved	None	N/A	N/A
	8 Very Good	Cracks Start to Form	None	N/A	N/A
Routine Maintenance	7 Good	Cracks Open Up and are 10" - 40' apart	Crack Seal	1-3 years	\$2,500
Preventive Maintenance	6 Good	Cracks are connecting (block cracking) and a few pot hole patches	Chip Seal or Microsurface	3-6 years 3-5 years	\$21,900 \$32,000
	5 Fair	Cracks raveling, edges starting to crack, patches in good condition	Chip Seal or Bit Mat	3-6 years 5-7 years	\$21,900 \$60,000
Structural Improvement	4 Fair	Cracks in wheel path, over 50% of surface cracked, structurally weak	Bit Mat 1.5" to 2.0" Double Chip Seal	7-10 years 4-7 years	\$80,000 \$48,000
	3 Poor	Closely spaced severe cracking, some alligator cracking, patches in poor condition, rutting	Patching and Bit Mat 1.5"	7-10 years	\$72,000
Reconstruct	2 Very Poor	Alligator Cracking over 25% of surface, severe rutting, Extensive patching in poor condition	Crush, Shape, Repair 3"	15 years	\$142,000
	1 Failed	Extensive surface distress, Loss of surface integrity	Crush, Shape, Repair 3"	15 years	\$142,000

*Cost is an estimated average price per mile for year 2014

PASER RATING SYSTEM

The Concept of Pavement Management

APPROACH - CATCH STREETS BEFORE THEY FAIL



DATA COLLECTION

- Incorporated with GIS
- Created an Objective Paser Value tool (PVtool) to determine Paser Values based on observable / measurable characteristics
- This PVtool was taken into the field to collect data. In 2015 this process was performed by Phil Touchstone.
- In this first pass data was entered on blank sheets by hand then imported into the computer model.

PASER NUMBER SELECTION - 3



PASER NUMBER SELECTION - 3

2015 dec 02		PASER	Severity of Distress (Si)					Density of Distress (Di)									
Name: 1000 Sample Road		3	very slight Horiz. = 1", 3" Vert. = none	slight Horiz. = 1", 3" Vert. = none	moderate Horizontal = 1", 3" Vertical = 1/2", 1"	severe Horiz. = 3", 4" Vertical = 1/2", 1"	very severe Horiz. = 6" Vert. = 3"	Few <1.0%	Intermittent 10%-20%	Frequent 20%-40%	Extreme 40%-80%	Throughout >80%	For Cracks (Average Spacing)				
Notes:		7											>100"	100'-50"	50'-25"	25'-10"	<10"
Ride Comfort		Wi	1	2	3	4	5	1	2	3	4	5					
(Perfect is 10, Normal is 8 or 9, 5 = +1" vertical deviations, 3 = +3" deviations, 1 = basically undrivable without 4x4)																	
Pavement																	
Surface Defects	Ravelling and loss of surface aggregate	3															
	Oxidizing	0.3															
Surface Deformations	Rippling and Shoving	1															
	Wheel Track Rutting	3															
	Distortion	3															
Cracking	Longitudinal Wheel Track	3															
	Alligator	1.25															
	Centerline	0.85															
	Alligator	1.1															
	Pavement Edge	0.85															
	Alligator	1.1															
	Transverse	0.85															
Alligator	1.1																
Longitudinal	Meander or mid-lane	1.35															
	Random	0.75															

PASER NUMBER SELECTION 10



PASER NUMBER SELECTION 10

2015 dec 02		PASER	Severity of Distress (Sj)					Density of Distress (Di)					
Name:	1000 Sample Road	10	1	2	3	4	5	Few (<10%)	Intermittent (10%-20%)	Frequent (20%-40%)	Extreme (40%-80%)	Throughout (>80%)	
Notes:			very slight (1/8" to 1/4" depth)	slight (1/4" to 3/8" depth)	moderate (3/8" to 1/2" depth)	severe (1/2" to 3/4" depth)	very severe (3/4" to 1" depth)	For Cracks (Average Spacing)					
Ride Comfort		10						>100'	100'-50'	50'-25'	25'-10'	<10'	
(Perfect is 10, Normal is 8 or 9, 5 = >1" vertical deviations, 3 = >4" deviations, 1 = basically undrivable without 4x4)													
Pavement	Wi		1	2	3	4	5	1	2	3	4	5	
Surface Defects	Ravelling and loss of surface aggregate	3											
	Oxidizing	0.3											
	Rippling and Shoving	1											
Surface Deformations	Wheel Track Rutting	3											
	Distortion	3											
Cracking	Longitudinal Single and Multiple	1											
	Wheel Track Alligator	1.25											
	Centerline Single and Multiple	0.85											
	Alligator	1.1											
	Pavement Edge Single and Multiple	0.85											
	Alligator	1.1											
	Transverse Half, full and multiple	0.85											
Alligator	1.1												
Longitudinal	Meander or mid-lane	1.35											
	Random	0.75											

MONO COUNTY ROAD SYSTEM **PASER ANALYSIS**

- Paser Values are then collected into a **PASER ANALYSIS** tool for review
- This tool uses Pavement deterioration algorithms originated from the Caltrans methods, and adjusted for Mono County conditions.
- After each biannual collection of Paser values the algorithms will be adjusted to better match Mono County conditions.
- Costs are included in the paser analysis

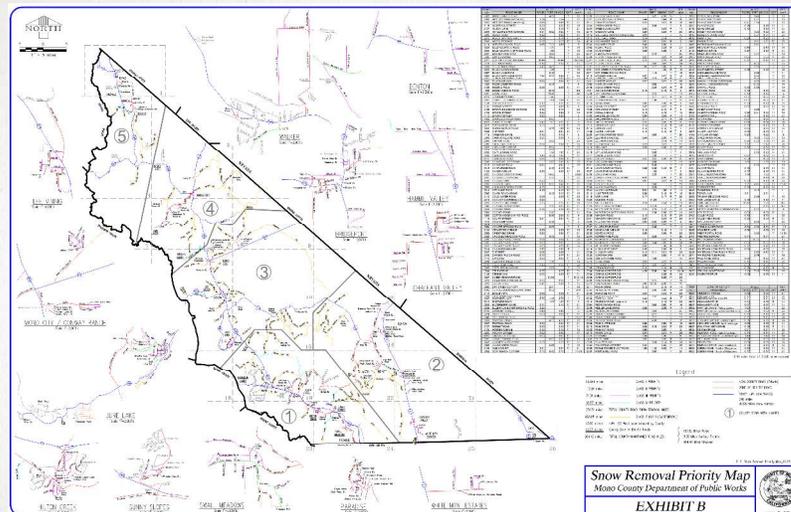
PASER ANALYSIS - INPUT

- Input for the **PASER ANALYSIS** include:
 - Paser Values
 - Road Priority – based on Snow Removal Priority
 - Estimated costs for various pavement solutions

PASER ANALYSIS - PROJECT PRIORITY

- Mono County traffic data is limited
- We are working toward obtaining equipment that can help collect traffic data
- To set the priority of roads, without traffic data, the **Mono County Snow Removal Priority** data was used.
- Therefore roads with snow removal priority I are given a higher road rehabilitation priority than those roads with snow removal priority V.

PASER ANALYSIS - SNOW REMOVAL PRIORITY



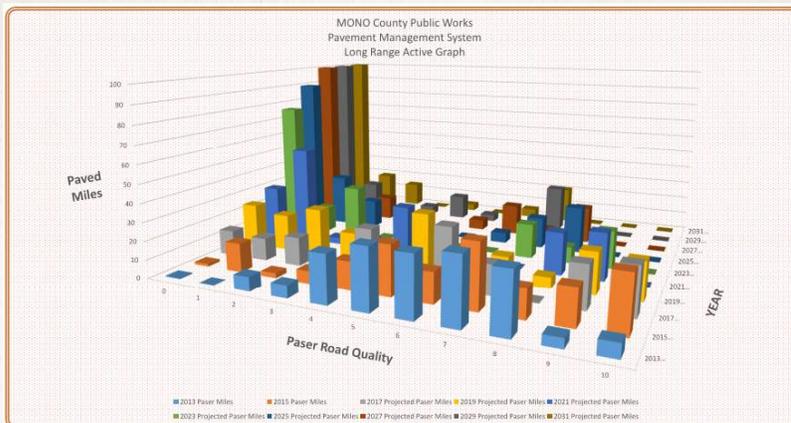
PASER ANALYSIS - SYSTEM ALGORITHMS

- PASER ANALYSIS:
 - Pavement deterioration algorithms adjust the Paser values over time.
 - Costing is applied to each road for improvements based on Paser Values and square yards of asphalt surface. Factors are applied to this costing to include incidental expenses such as signage, drainage, mobilization, etc.
 - Road values are set based on cost to repair and fully improved value.
 - Graphing is applied to show the effects of various solutions

PASER ANALYSIS - OUTPUT

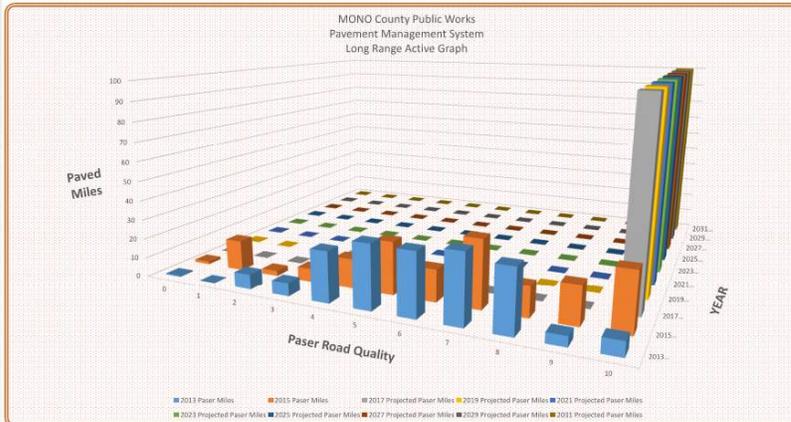
- Paser Analysis Output:
 - Annual cost of improvement projects
 - Adjusted Paser Values due to deterioration
 - A list of projects to consider
 - Graphing to show effects of various solutions

PASER ANALYSIS - DO NOTHING



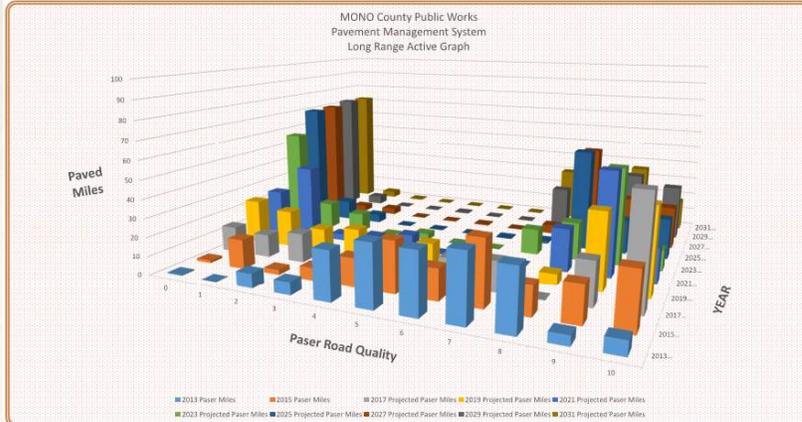
year	2015	2017	2019	2021	2023	2025	2027	2029	2031	
Priority	10	10	10	10	10	10	10	10	10	
Slurry/overlay (Grid) Restora	10	10	10	10	10	10	10	10	10	
cost for priority work	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
complete repair	\$55.0	\$90.3	\$115.1	\$132.2	\$154.4	\$164.6	\$169.0	\$179.1	\$192.8	\$192.8
Asset Value	\$264.7	\$231.3	\$207.7	\$182.0	\$171.1	\$162.3	\$159.1	\$150.4	\$138.0	\$138.0

PASER ANALYSIS - FIX EVERYTHING



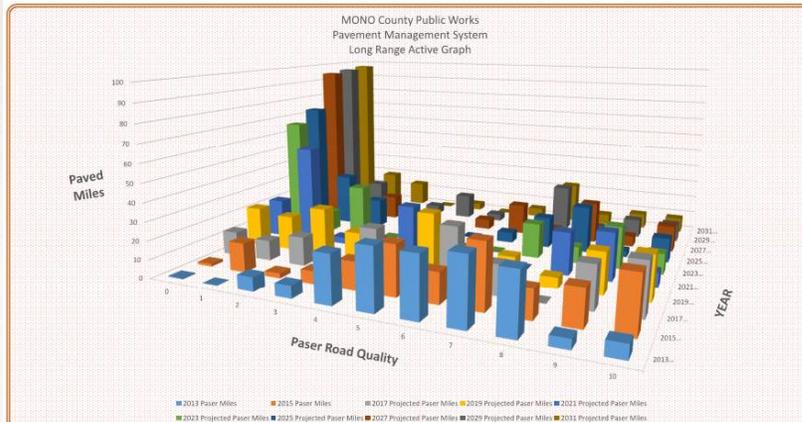
year	2015	2017	2019	2021	2023	2025	2027	2029	2031	
Priority	0	0	0	0	0	0	0	0	0	
Slurry/overlay (Grid) Restora	10	10	10	10	10	10	10	10	10	
cost for priority work	\$55.0	\$3.0	\$3.4	\$3.1	\$3.5	\$3.1	\$3.4	\$3.1	\$3.5	\$3.5
complete repair	\$55.0	\$3.1	\$3.5	\$3.2	\$3.5	\$3.2	\$3.6	\$3.2	\$3.6	\$3.6
Asset Value	\$264.7	\$318.3	\$318.3	\$321.0	\$322.0	\$323.6	\$324.6	\$326.3	\$327.3	\$327.3

PASER ANALYSIS - \$2M/YEAR PRESERVATION



year	2015	2017	2019	2021	2023	2025	2027	2029	2031	
Priority	9	4	4	4	4	4	4	4	4	
Skurry/overlay/Grind/Restor	10 10 5 5	10 5 5 5	10 5 5 5	10 5 5 5	10 5 5 5	10 5 5 5	10 5 5 5	10 5 5 5	10 5 5 5	
cost for priority work	\$5.6	\$1.0	\$6.0	\$1.8	\$1.4	\$11.6	\$1.8	\$2.5	\$1.7	
complete repair	\$55.0	\$75.3	\$91.7	\$91.9	\$99.5	\$101.4	\$92.0	\$97.7	\$95.4	\$33.4
Asset Value	\$264.7	\$246.1	\$231.1	\$230.3	\$226.0	\$225.5	\$236.2	\$236.8	\$235.5	

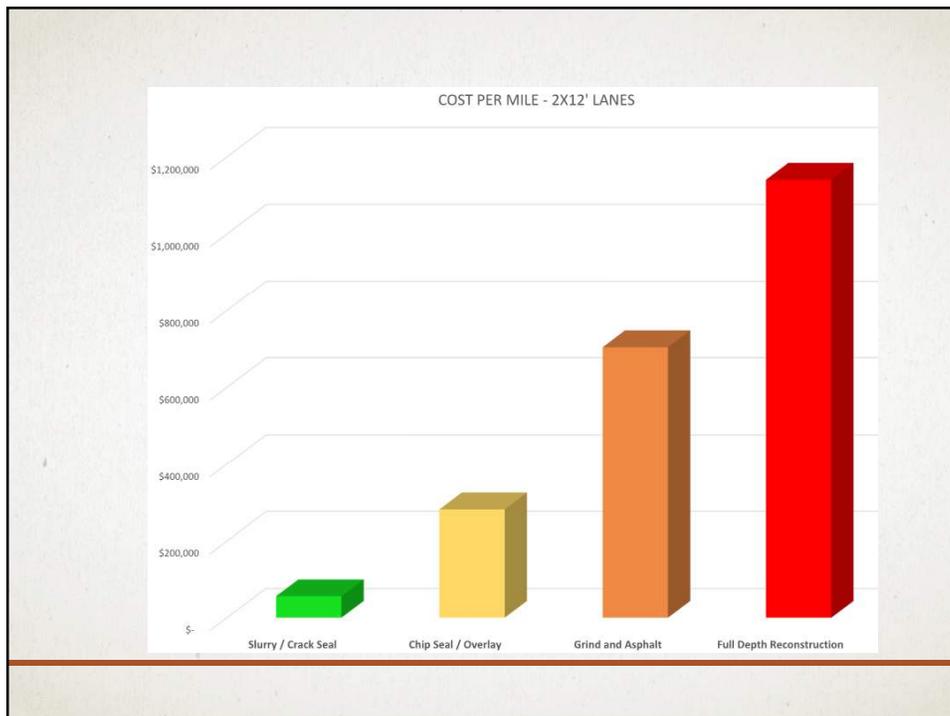
PASER ANALYSIS - \$2M/YEAR WORST FIRST



year	2015	2017	2019	2021	2023	2025	2027	2029	2031	
Priority	4	6	7	7	7	8	7	8	7	
Skurry/overlay/Grind/Restor	2 2 10 10	2 2 10 10	2 2 10 10	2 2 10 10	2 2 10 10	2 2 10 10	2 2 10 10	2 2 10 10	2 2 10 10	
cost for priority work	\$2.4	\$1.4	\$6.0	\$5.7	\$4.0	\$6.7	\$1.2	\$1.9	\$1.1	\$32.3
complete repair	\$55.0	\$87.6	\$112.2	\$122.4	\$139.0	\$145.3	\$143.1	\$152.3	\$164.2	
Asset Value	\$264.7	\$233.8	\$211.6	\$201.8	\$186.5	\$181.5	\$185.1	\$177.2	\$166.7	

MONO COUNTY ROAD RESTORATION OPTIONS

- Crackfill and Slurry
- Chip Seal / Overlay
- Grind and Pave
- Full Depth Restoration



PAVEMENT RESTORATION - SLURRY

- As pavement ages the oils evaporate.
- Slurry restores some of these oils and extends the life of pavement.
- Typically crack seal is also applied where necessary during a slurry seal project. This also helps seal the surface to slow down deterioration

Specialized
Truck
Precisely
combines
and mixes all
the materials



PAVEMENT RESTORATION - OVERLAY

- There are numerous options for Microsurfacing / Overlay.
 - Overlay
 - Chip Seal
 - Cape Seal



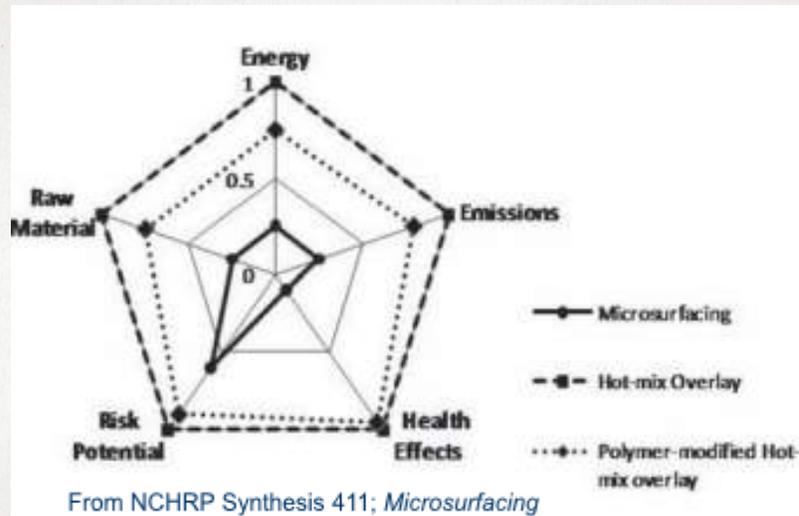
PAVEMENT RESTORATION - GRIND AND PAVE

- This process is performed when the substructure (base material) is still in good condition.
- It is also performed when disturbing the base could cause additional problems, such as in high ground water areas.
- An option to this that is typically a similar price is Pulverize and pave.
- Additional methods could include the use of inplace recycling equipment

PAVEMENT RESTORATION - FULL DEPTH RESTORATION

- When a road has deteriorated past a certain point, a full depth restoration may be necessary.
- This process typically includes removal of the asphalt, full depth scarification and compaction followed by aggregate base and pavement

PAVEMENT RESTORATION -ENVIRONMENTAL FOOTPRINT



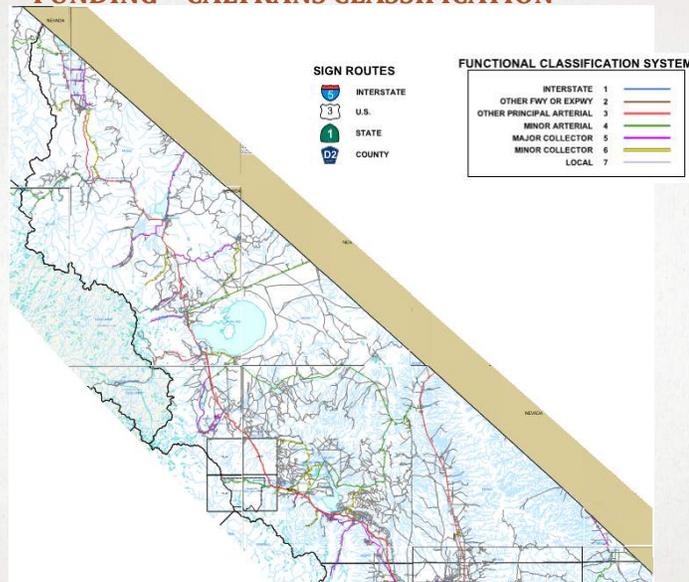
MONO COUNTY ROAD SYSTEM FUNDING

- Future funding options
 - FLAP
 - STIP
 - GAS TAX

FUNDING – CALTRANS CLASSIFICATION

- Roads classified as Major Collector or higher can receive federal funding.
- The following map shows road classifications.
- Mono County needs to look at these classifications and make adjustments were needed.
- For instance, any road that accesses schools, police facilities, fire facilities should be classified as Major Collector

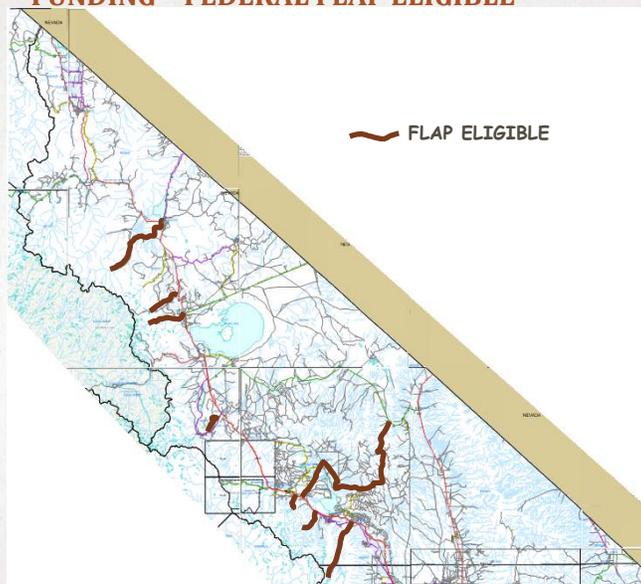
FUNDING – CALTRANS CLASSIFICATION



FUNDING - FLAP

- The FLAP (Federal Lands Access Program) funding process can be used on roads that improve access to federal lands.
- Recent projects funded with this program include Rock Creek Road and Convict Lake Road.

FUNDING - FEDERAL FLAP ELIGIBLE



FUNDING - STIP

- The STIP (State Transportation Improvement Program) is a multi-year capital improvement program of transportation projects on and off the State Highway System.
- Recent projects funded with this program include Bridgeport Streets, Lee Vining Streets, June Lake Streets, Chalfant Streets.

MONO COUNTY ROAD SYSTEM **FUNDING OUTLOOK**

- Future projects will more often be funded using federal funds, which adds layers of cost to the process.
- Where appropriate adjust Caltrans road classifications to improve our funding options
- Selection of projects should be based best value for the funds provided.

CREDITS

- The California Department of Transportation for continued efforts in developing new solutions in the pavement management and restoration process.
- Some of the pictures and slides in this presentation were taken directly from the Caltrans PMS Presentation to MONO on the 9th of May in 2016.
- LTC funding
- GIS support
- ASCE Training on Complete Streets and Pavement Management
- UC Davis Study on Cycle/Chip Seal
- Transportation Information Center University of Wisconsin-Madison
- Lumos & Associates helped Mono County get into the Paser Methodology

SUMMARY

- The Paser Rating System appears to closely match the needs of our County. We will refine this system over time to improve accuracy and to reflect Mono County's needs.
- The overall quality of our road system is fair. Our goal is to maintain the good roads and improve the overall quality of the remaining roads.
- Maintaining our higher quality roads is the first step to maintaining our Road Assets. Careful selection of road priorities can delay expensive repairs.
- Good Roads are Safe Roads.

SUMMARY, continued

- Additional work on project priorities may be helpful to make sure we address the correct roads at the correct time.
- Some minor changes to our Road classifications may help us with gaining new funding opportunities.
- Present day technology indicates that by applying the PASER principles of maintaining roads in good condition, you protect your road assets, thus spending your limited road dollars more efficiently.



PAVEMENT MANAGEMENT SYSTEM



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

Departments: Community Development; Board of Supervisors

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING** Scott Burns

SUBJECT June Lake Citizens Advisory Committee Appointment and Bylaw Ratification **BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

Appointment to, and ratification of operating procedures for, the June Lake Citizens Advisory Committee.

RECOMMENDED ACTION:

1. Appoint Julie Brown to the June Lake Citizens Advisory Committee (CAC) with term expiring 12.31.18, as recommended by Supervisor Alpers; and 2. Ratify the June Lake CAC Operating Procedures.

FISCAL IMPACT:

No impact.

CONTACT NAME: Scott Burns

PHONE/EMAIL: 924.1807 / sburns@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
Application
Bylaws
Rules

History

Time	Who	Approval
10/26/2016 4:28 PM	County Administrative Office	Yes
10/22/2016 9:51 AM	County Counsel	Yes
10/26/2016 6:45 AM	Finance	Yes

Mono County Community Development Department

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

Planning Division

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

November 1, 2016

TO: Honorable Mono County Board of Supervisors
FROM: Scott Burns for Tim Alpers, District 3 Supervisor
RE: June Lake Citizens Advisory Committee Appointment and Bylaw Ratification

RECOMENDATION

1. Consider appointment of Julie Brown to the June Lake Citizens Advisory Committee, as recommended by Supervisor Alpers; and
2. Ratify June Lake CAC Operating Procedures.

FISCAL IMPACT

No fiscal impacts are expected.

DISCUSSION

Membership

The June Lake Citizens Advisory Committee has several vacancies in its 10-member composition, and Supervisor Alpers, District 3, with the support of Supervisor-elect Bob Gardner, requests Board consideration of his recommendation for appointing June Mountain's Julie Brown to the June Lake Citizens Advisory Committee. If appointed, Julie would serve the remaining term of the seat vacated by Carl Williams, which expires 12-31-18. The following summarizes the status of the current membership:

Existing Members:

- | | |
|------------------|----------|
| • Jil Stark | 12-31-18 |
| • Patti Heinrich | 12-31-18 |
| • Jeffrey Ronci | 12-31-18 |
| • Bob Gardner | 12-31-16 |
| • John Logue | 12-31-16 |
| • Ann Tozier | 12-31-16 |
| • Rob Morgan | 12-31-16 |
| • Vacant Term | 12-31-16 |
| • Vacant Term | 12-31-18 |

Operating Procedures

At its September 6, 2016, meeting, the JLCAC concluded review of its operating procedures, approved revision to "Frequency of Meetings" section, and took action to recommend ratification of its revised Operating Procedures. This is consistent with ratification requirements of the Regional Planning Advisory Committees Purpose and Procedures revisions approved earlier this year by the Board of Supervisors.

If you have questions regarding this matter, please contact Supervisor Alpers or Scott Burns at 924-1807.

ATTACHMENT

- Julie Brown's Membership Application
- JLCAC Operating Procedures, Recommended 9.6.16
- RPAC Purpose and Procedures

Mono County Regional Planning Advisory Committees

PO Box 347
Mammoth Lakes, CA 93546
760-924-1800 phone, 924-1801 fax
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760-932-5420 phone, 932-5431 fax
www.monocounty.ca.gov

MEMBERSHIP APPLICATION

Mono County Regional Planning Advisory Committees (RPACs) advise the Board of Supervisors and other decision-makers on local planning issues, the General Plan, and associated area/community plans. The RPACs serve as a community forum and information clearinghouse. Most RPACs meet evenings monthly or as-needed.

Please choose the RPAC in your area:

- | | |
|--|---|
| <input type="checkbox"/> Antelope Valley | <input checked="" type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil | <input type="checkbox"/> Long Valley |
| <input type="checkbox"/> Bridgeport Valley | <input type="checkbox"/> Mono Basin |
| <input type="checkbox"/> Chalfant Valley | <input type="checkbox"/> Swall Meadows |

Name Julie Brown

Address PO Box 7762 (28 Trails End Road)

City/State/Zip Mammoth Lakes, CA 93546

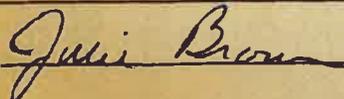
Phone (day) (760) 914-0366 Phone (eve) Same

Email jbrown@mammothresorts.com

Occupation/Business Ski Area Management

Special interests or concerns about the community:

My interests and concerns regarding the community of June Lake include issues that impact
tourism, the local economy and the overall experience of the guests we invite to the area to
share this beautiful resort corridor. As a member of the JLCAC, I hope to contribute my
ski industry experience to help this organization move forward to achieve the goals and objectives
established by the JLCAC and the community of June Lake.

Signature  Date October 1, 2016

Applications will be reviewed and recommended exclusively by the local supervisor.
Recommended appointments are then considered and acted upon by the Board of Supervisors.

**JUNE LAKE CITIZENS ADVISORY COMMITTEE (CAC)
OPERATING PROCEDURES**

First Adopted by June Lake CAC Dec. 7, 1999

Recommended for Board or Supervisors Ratification August 2, 2016

PURPOSE

The Board of Supervisors retained the JLCAC to oversee the implementation of the June Lake Area Plan. The Board directed the CAC to conduct the following functions:

- a) At least once a year, review and suggest amendments to the Plan.
- b) Comment on major projects proposed within the Plan area for consistency with the Area Plan and make recommendations to the Planning Commission and the Board of Supervisors.
- c) Assist the Mono County Planning Department in conducting studies necessary to bring the zoning into conformity with the Plan.
- d) Comment on Capital Improvement and other projects described in the Plan.
- e) Assist in the development of ordinances, regulations, and other matters necessary in Plan implementation.

MEMBERSHIP/TERMS

- The JLCAC shall consist of up to 10 members.
- Members of the JLCAC shall be appointed by the Board of Supervisors.
- The June Lake Board of Supervisor representative has the authority to nominate and recommend removal of JLCAC members. An appointment to the JLCAC shall last for four years. Terms will be staggered to facilitate smooth transitions and continuity. The CAC may request the Board of Supervisors remove any member who misses three consecutive meetings or three out of five meetings.
- Membership shall be open to all residents, business owners, or landowners in the June Lake Planning Area.
- Although not appointed voting members, local citizens and other interested parties are encouraged to participate in discussions with standing equal to that of members.

OFFICERS/CONDUCT OF MEETINGS

- The Officers of the JLCAC shall include a Chair, Vice-Chair and Secretary. The Chair, and the Vice-Chair in the absence of the Chair, shall be responsible for running meetings. The Secretary shall be responsible for taking minutes. Officers shall be elected yearly, at the first meeting of the new calendar year.
- Meetings will be conducted in accordance with Robert's Rules of Order (Motion, Second, Discussion, Public Input, etc.), and in compliance with the Brown Act.
- A Quorum will consist of 50% of the appointed members (e.g., if nine members are appointed, a quorum would be 5 members; if 8 members are appointed, a quorum would be 4 members).
- Each member shall have one vote. A simple majority shall carry a motion.
- Mono County Planning Staff will be responsible for, posting agendas and sending out information packages.

FREQUENCY OF MEETINGS

- Meetings will be held monthly, or as needed.

Regional Planning Advisory Committees

PO Box 347
Mammoth Lakes, CA 93546
760-924-1800 phone, 924-1801 fax
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760-932-5420 phone, 932-5431 fax
www.monocounty.ca.gov

RPAC PURPOSE & PROCEDURES

Originally adopted by Mono County Board of Supervisors Sept. 1, 1998

Revised February 9, 2016

PURPOSE

The purpose of Mono County's Regional Planning Advisory Committees (RPACs) is to advise the Mono County Board of Supervisors, Planning Commission and Planning Division on the development, review, implementation and update of the Mono County General Plan and associated area/community Plans. In order to accomplish this purpose, the RPACs may:

1. Conduct and facilitate community planning meetings.
2. Provide assistance to the Mono County Planning Division and other County staff in identifying local planning issues, including community development constraints and opportunities.
3. Assist in preparing, reviewing and commenting on proposed community vision statements, planning policy and implementing ordinances affecting the local area, including proposals of Mono County, the Mono County Local Transportation Commission (LTC), the Mono County Collaborative Planning Team (CPT) and other requesting agencies.
4. Periodically (at least once a year) review the adequacy and applicability of local general plan policies.
5. Assist county staff in conducting planning studies in support of community planning efforts and plan implementation, including rezoning studies.
6. Review and comment on proposed plans and environmental studies prepared by other agencies that may impact the local area or conflict with existing community plans.
7. Assist in the development and review of capital improvement plans for Mono County, the LTC, and other requesting agencies.
8. Serve as a community forum and information clearinghouse on community planning issues.

MEMBERSHIP

Membership should be open to all residents, business operators and landowners in a community area. To the greatest extent possible, RPACs should be composed of a representative cross section of community interests. Each RPAC shall consist of **five to 15** members, **with four year staggered terms. Following submittal of a standard application to the Community Development Department, RPAC applicants shall be considered and recommended exclusively by the local supervisor and appointed by the Board of Supervisors.**

More on back...

STAFF SUPPORT

Mono County staff services for RPACs shall be coordinated by the Mono County Planning Division. Available staff services may include: agenda preparation; securing meeting locations; preparing press releases; posting and mailing agendas; preparing meeting notes/minutes; arranging for refreshments for special meetings; providing presentations on local planning matters; scheduling meeting speakers; preparing RPAC correspondence; and presenting RPAC positions to the Planning Commission, Board of Supervisors, LTC, CPT, and other agencies. Community assistance in providing RPAC support services is strongly encouraged.

MEETING GROUND RULES

Each RPAC should establish **bylaws** for the conduct of its meetings, **and RPAC bylaws shall be ratified by the Board of Supervisors**. All meetings should be conducted in compliance with the Brown Act. Meetings should also be conducted following common principles of fairness and respect. All in attendance should be given an opportunity to be heard. Each agenda shall include a public comment section during which planning-related items not on the agenda may be discussed.

Each RPAC should appoint a Chair, moderator, or facilitator from its membership to conduct meetings, and secretary from its membership to take meeting notes/minutes. Meetings should generally not exceed two hours in length. Meetings should be conducted at locations easily accessible to the general public, and at times convenient to the public. RPACs should meet periodically, on an as-needed basis, or set regular meetings dates, such as the second Thursday of each month. In some instances, RPAC meeting frequency may be limited due to constraints on Planning Division staffing levels or workload. The Planning Division may request RPACs to skip meetings or stagger meeting dates to accommodate staff limitations. It should be noted that RPAC staff support is provided to promote community involvement in the local planning process. The Chair is charged with conducting an orderly meeting that conforms to the agenda and purpose of the meeting.

RPAC RECOMMENDATIONS

RPAC recommendations should generally reflect a consensus. A consensus is not necessarily unanimous agreement, but rather is reached when everyone can live with a decision. When it is clear that opinions on an issue are divided, a vote may be necessary. Although voting is usually faster than building consensus, it often creates winners and losers; losers may feel left out or angry, which could lead to later community conflicts. Compromise and consensus are therefore preferred over formal votes.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

Departments: County Counsel

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Steve Kerins

SUBJECT Conflict Waiver for County Counsel
Assistance to Special Districts

AGENDA DESCRIPTION:

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

Conflict-of-interest waiver regarding representation of special districts by County Counsel's office pursuant to California Rules of Professional Conduct, Rule 3-310.

RECOMMENDED ACTION:

Consider and potentially approve proposed conflict-of-interest waiver; provide any desired direction to staff.

FISCAL IMPACT:

No direct fiscal impact. Continued representation of and advice to special districts in circumstances covered by this waiver and/or where potential conflict of interest exists will continue to consume additional staff time (primarily from the County Counsel's office).

CONTACT NAME: Steve Kerins

PHONE/EMAIL: (760) 924-1712 / skerins@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](#)

[Proposed Conflict Waiver](#)

History

Time	Who	Approval
10/26/2016 4:51 PM	County Administrative Office	Yes
10/26/2016 1:32 PM	County Counsel	Yes
10/26/2016 12:07 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Stephen M. Kerins

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: The Honorable Board of Supervisors

From: Steve Kerins, Deputy County Counsel

Date: November 1, 2016

Re: Conflict-of-Interest Waiver re: Representation of Special Districts –
Cal. Rules of Professional Conduct, Rule 3-310

Recommended Action

Consider and potentially approve proposed conflict-of-interest waiver; provide any desired direction to staff.

Strategic Plan Focus Area(s) Met

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

Fiscal Impact

No direct fiscal impact. Continued representation of and advice to special districts in circumstances covered by this waiver and/or where a potential conflict of interest exists will consume additional staff time (primarily from the County Counsel's office).

Discussion

A. Introduction

The Mono County Counsel's Office serves as the primary legal advisor to the County of Mono ("County"), through its Board of Supervisors and other authorized officials. (See e.g. Cal. Gov. Code §§ 27642; 26526; 26529, subd. (a); see also Mono County Code § 2.78.040.) Although the County is our office's primary client, the County Counsel's office has also historically provided select legal services to special districts within the County, without charge, based on this

office's availability and other factors. This practice, which we understand has taken place as authorized by your Board, is specifically permitted in the *Government Code*. (See e.g. *Gov. Code* § 26520 [district attorney (now county counsel) "shall render legal services to the county without fee and may render legal services to school districts and other local public entities as requested. The [county counsel] may charge a school district or other local public entity a fee, not to exceed the total cost to the county, for the legal services rendered"].)

For most special districts, representation by the county counsel is discretionary. But there is a class of special districts whose officers and employees the county counsel *must*, in general, represent and advise when asked. (See *Gov. Code* § 27645.) This class of special districts includes those whose "governing board... is composed in whole or in part of persons who are also members of the county board of supervisors", and whose organic law includes no specific provision for the district to obtain legal services. (See *ibid.* § 27645, subd. (b), (c).) The Tri-Valley Groundwater Management District is an example of a district in Mono County that would likely fall within the provisions of section 27645, providing for mandatory representation by our office upon request.¹

B. California Rules of Professional Conduct, Rule 3-310

The California Rules of Professional Conduct ("RPC") are the primary set of rules that govern the conduct of lawyers engaged in the practice of law in California. As an initial matter, RPC 3-310² imposes certain requirements for written disclosure to clients where different clients (or a client and the lawyer him- or herself, or a third person) have interests that could potentially come into conflict.

Written Disclosure

With respect to written disclosure, RPC 3-310(B) provides, as relevant:

...

(B) A member [of the State Bar] shall not accept or continue representation of a client without providing written disclosure to the client where:

¹ As with other special districts, the County Counsel's office would apparently still be able to charge a fee for the representation of such a district upon compliance with all other law. (See *Gov. Code* §§ 27645, 26520.) Note that various other legal considerations may arise in connection with any fee that the County might decide to charge (or not to charge) for this office's representation of special districts. Such considerations are beyond the scope of this report, although we would be happy to address them at a later time upon request.

² The State Bar of California is currently considering amendments to and a reordering of the RPC, including the rule(s) related to conflicts of interest. The numbering of the Rules in this staff report – and, of course, the content of the Rules themselves – reflect the RPC in their current form.

(1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or

(2) The member knows or reasonably should know that:

(a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and

(b) the previous relationship would substantially affect the member's representation; or

(3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or

(4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.

As noted, our office maintains, at least, "legal" and "professional" relationships with many of the special districts in the County. For example, I am presently or have recently been involved in legal representation of special districts including the Tri-Valley Groundwater Management District; the Antelope Valley Fire Protection District; and the Mono County Local Transportation Commission, and I expect that I may be involved in the near future in the representation of the Birchim Community Services District. In the interest of providing full disclosure to your Board, our office is or will shortly be providing assistance to various special districts in matters that may affect the County. These include, principally:

- The implementation of the Sustainable Groundwater Management Act ("SGMA"), in connection with which our office is currently assisting the Tri-Valley Groundwater Management District, and with which we will shortly be assisting the County as well; and
- The biennial conflict-of-interest code review under the Political Reform Act, discussed below. Your Board serves as the "code-reviewing body" for conflict-of-interest codes promulgated by various special districts in the County.

With respect to SGMA issues, in particular, we do not currently foresee an actual or potential conflict of interest, given that the County's and the Tri-Valley's positions to date have not appreciably differed. Both the County and the Tri-Valley, for example, supported a request that the California Water Commission review and comment against the State's proposed denial of the groundwater basin boundary modification request submitted by Inyo County. As SGMA implementation continues, however, the possibility (however remote) exists that

an actual or potential conflict of interest could develop, and so we raise the issue now to prevent your Board from being taken by surprise in the future. Of course, if an actual conflict were to develop, we would report to your Board at that time.

Informed Written Consent

In addition to disclosure requirements, RPC 3-310 requires that California lawyers obtain “informed written consent” from their clients in certain circumstances.³

RPC 3-310(C) provides:

(C) A member shall not, without the informed written consent of each client:

- (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
- (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
- (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

Rule 3-310(F) provides, in pertinent part, that:

(F) A member shall not accept compensation for representing a client from one other than the client unless:

- (1) There is no interference with the member’s independence of professional judgment or with the client-lawyer relationship; and
- (2) Information relating to representation of the client is protected as required by Business and Professions Code section 6068, subdivision (e)...

It is these subsections of RPC 3-310 that have prompted us to request a waiver from your Board.

³ “Informed written consent” is separately defined in the Rule to mean “the client’s... written agreement to the representation following written disclosure”. “Disclosure”, in turn, is defined to mean “informing the client... of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client...”

First, in an abundance of caution, we are requesting that your Board waive any actual or potential conflict that may arise under Rule 3-310(C) in connection with our office's representation of special districts in general. This waiver is requested simply so that, in the event the County's position on a particular matter is deemed "adverse" to the position of one or more of the special districts (or vice versa), the attorneys in our office may nonetheless continue to represent the special districts in *unrelated* matters. Of course, if an actual or potential conflict of interest with the County were to arise in the course of our representation of a special district in a particular matter, we would reevaluate our obligations at that time and return to your Board as needed.

Pursuant to Rule 3-310(F), we are also requesting your Board's confirmation that our office may maintain special districts' confidential information as confidential in accordance with *Business and Professions Code* section 6068, subd. (e). Your Board would acknowledge that neither the County nor any of its officials, agents, or employees shall have a right to any such information, unless otherwise provided by law; and would further acknowledge that County staff may assist our office in its legal representation of the districts, as might otherwise be permitted, without waiving the confidentiality of such information. Your Board would agree that our office's use of County property and services, such as email, for purposes of the representation of special districts shall not waive the confidentiality of the districts' information. Ultimately, this will simply mean that, although the attorneys in our office are County employees using County resources, we may nonetheless maintain the districts' confidential information as confidential (as any California client might well expect).⁴

Second, and also in an abundance of caution, we specifically request that your Board waive any potential conflict that may arise or exist under Rule 3-310(C) in connection with this office's representation of 1) the Tri-Valley Groundwater Management District, in connection with the implementation of SGMA (discussed above); and 2) the representation of any interested special districts in connection with the biennial conflict-of-interest code review.

With respect to the biennial conflict-of-interest code review, because the County must ultimately approve the conflict-of-interest codes for the districts for which your Board serves as "code-reviewing body", the County and the districts currently share an interest in ensuring that the districts' conflict-of-interest codes are finalized in a manner that complies with the law. Thus, no conflict of interest between the County and these districts currently exists. Nonetheless, the County should be aware that it is possible that an actual or potential conflict of interest could arise later in the process (for instance, in the unlikely event that one or

⁴ Moreover, because the special districts are also public agencies, any "confidential" information they may hold would likely be relatively limited in the course of a typical engagement.

more of the districts we assisted were unable to develop a code satisfactory to your Board).⁵

Our hope is that, if similar conflict waiver(s) are signed by interested districts, our office can be available to advise these districts directly in connection with the preparation of their conflict-of-interest codes. Of course, while your Board should be aware that remedies for conflicts of interest include potential disqualification of counsel, we find the likelihood of such an outcome to be very low in connection with the biennial code review.⁶

C. Further Comments

The possibility of actual or potential conflicts of interest, both in the context of our office's representation of special districts and in other contexts, will arise from time to time. As this occurs, your Board should be assured that our office will approach these issues as professionally as possible, and always with the protection of our clients' interests in mind. Of course, we welcome any questions or comments that the members of your Board, as well as County staff, may have, both at your Board's November 1 meeting or individually at your convenience.

I look forward to speaking with your Board and answering any questions at your November 1 meeting. If you have any questions on this matter prior to your meeting, please call me at (760) 924-1712.

⁵ (See e.g. *Gov. Code* § 83703, subd. (c); *ibid.* §§ 87304; 87305 [remedies and enforcement mechanisms available to the code-reviewing body].)

⁶ Some risk of disqualification or mandated withdrawal exists, of course, for any matter in which our office represents both the County and a special district, as well as for a matter in which we are representing only one client but in which we may have obtained confidential information in the course of our representing another. In the case of potential (or even simply possible) conflicts, this risk is usually quite low. As always, if and when such an issue arises, we will consult with your Board as indicated.

**Waiver of Actual and/or Potential Conflict of Interest
(Cal. R. Prof. Conduct, Rule 3-310)**

The members of the Mono County Board of Supervisors (“Board”) have read the November 1, 2016 staff report written by Stephen M. Kerins, Deputy County Counsel for the County of Mono, regarding the potential for conflicts of interest in connection with representation of special districts by the County Counsel’s office in general; as well as specifically in connection with the implementation of the Sustainable Groundwater Management Act (“SGMA”) and with the biennial conflict-of-interest code review under the Political Reform Act. The Board understands the contents of that letter.

The undersigned has been duly authorized by the Board to sign this waiver. By that signature on this waiver, the Board fully and freely waives any potential conflict of interest in allowing the Office of the Mono County Counsel (“Office”) to continue to represent special districts in general, in any matter where such district’s interests and the County’s do not conflict.

The Board further acknowledges and agrees that the Office’s attorneys and staff may maintain special districts’ confidential information as confidential in accordance with California *Business and Professions Code* section 6068, subdivision (e); the California Rules of Professional Conduct; and other law; and that neither the County nor any of its officials, agents, or employees shall have a right to any such information, unless otherwise provided by law. The Board further acknowledges that County staff may assist the Office in its legal representation of the districts to the extent permitted by law; and that the Office’s attorneys may use County property and services, such as email, to the extent permitted by law, all without waiving the confidentiality of such information.

Finally, mindful of the issues raised in the Office’s November 1 staff report, the Board waives any potential conflict of interest in connection with the Office’s attorneys’ representation of 1) the Tri-Valley Groundwater Management District in connection with the implementation of SGMA and related issues; and 2) any interested special districts in connection with the biennial conflict-of-interest code review process under the Political Reform Act, including assisting those districts in preparing and finalizing proposed conflict-of-interest codes for the Board’s review.

The signature below constitutes the Board’s “informed written consent” within the meaning of California Rules of Professional Conduct, Rule 3-310.

Fred Stump
Chair, Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

Departments: CAO

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman

SUBJECT Letters to Inyo National Forest and
SCE re: Infrastructure Repair and
Maintenance in the Mono Basin

AGENDA DESCRIPTION:

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

(1) Letter to Inyo National Forest requesting expedited permitting for the replacement and/or repair of damaged power poles and equipment between Lundy Canyon and Lee Vining by Southern California Edison (SCE) and enhanced enforcement of defensible space requirements surrounding SCE infrastructure on Forest Service Lands. (2) Letter to SCE recognizing recent and ongoing efforts to address infrastructure replacement and repair in the Mono Basin and requesting that additional work be done to diagnose arcing activity on Lundy Canyon to Lee Vining line and to create and maintain defensible space.

RECOMMENDED ACTION:

Approve and authorize Chair to sign proposed letters.

FISCAL IMPACT:

None.

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:
Addressees listed on letter

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff report](#)

[Letter to INF](#)

[Letter to SCE](#)

History

Time	Who	Approval
10/26/2016 4:58 PM	County Administrative Office	Yes
10/24/2016 10:18 AM	County Counsel	Yes
10/26/2016 6:49 AM	Finance	Yes



COUNTY OF MONO

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

Leslie L. Chapman
County Administrative Officer

To: Board of Supervisors
From: Leslie Chapman
Date: November 1, 2016
Re: Letters regarding Lundy Canyon to Lee Vining power line in the Mono Basin

Recommended Action

Consider and potentially approve and Authorize Chair to sign:

1. Proposed letter to Inyo National Forest requesting expedited permitting for the replacement and/or repair of damaged power poles and equipment between Lundy Canyon and Lee Vining by Southern California Edison (SCE) and enhanced enforcement of defensible space requirements surrounding SCE infrastructure on Forest Service Lands; and
2. Proposed letter to SCE recognizing recent and ongoing efforts to address infrastructure replacement and repair in the Mono Basin and requesting that additional work be done to diagnose arcing activity on Lundy Canyon to Lee Vining line and to create and maintain defensible space.

Strategic Plan Focus Area(s) Met

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

Fiscal Impact

None.

Discussion

Significant wildfire events over the past several years and numerous reported instances of arcing power lines and aging and damaged infrastructure associated with Southern California Edison's (SCE) Lundy Canyon to Lee Vining power lines have generated considerable concern in the Mono Basin.

Thanks to the actions of community members, SCE staff participated in a tour of the line with community representatives and County staff on October 6th and attended the Mono Basin RPAC on October 12th to discuss the concerns. Additionally, SCE has drafted a plan to replace a significant number of its poles and to address related equipment issues – which it presented at the RPAC. This is all welcome news.

However, three issues remain unresolved: the cause of repeated arcing and flashes from SCE's Lundy to Lee Vining lines witnessed by community members; the need to clear (and maintain) adequate defensible space around the poles and under the lines; and the Forest Service's process and timeline for SCE to obtain the permits and approvals it needs to implement its replacement/maintenance plan.

Two letters are proposed for your consideration today. The first, to the Inyo National Forest, urges that agency to expedite its processing of any needed permits and approvals so SCE can implement its maintenance and replacement plan -- and to enforce the defensible space requirements of its permits to SCE. The second letter, to SCE, urges that entity to provide proper resources to assess and diagnose the arcing/flashing phenomena witnessed by residents and to clear and maintain defensible space around its infrastructure.

If you have any questions on this matter prior to your meeting, please call me at 932-5414.



Larry Johnston~District One Fred Stump~ District Two Tim Alpers ~ District Three
Tim Fesko ~ District Four Stacy Corless - District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Bob Musil, Clerk of the Board

November 1, 2016

Ed Armenta
Forest Supervisor, Inyo National Forest
351 Pacu Lane, Suite 200
Bishop, CA 93514

**Re: Request for expedited approvals for Southern California Edison (SCE)
infrastructure maintenance and replacement and for enforcement of land
clearing requirements around such infrastructure in the Mono Basin**

Dear Mr. Armenta:

I am writing on behalf of the Mono County Board of Supervisors to address an issue which surely is as of much concern to the Inyo National Forest as it is to Mono County – namely the repeated wildfire events (or near wildfire events which have been quickly extinguished) associated with Southern California Edison (SCE) infrastructure on Inyo national Forest and adjacent lands in the Mono Basin.

Fires in the Mono Basin have caused significant damage this year, and a history of fire activity in the region during the past five years indicates that with a drier climate, an increase in invasive cheat grass, and aging power supply and transmission infrastructure, action must be taken immediately to prevent catastrophic loss. Power poles and equipment in the Mono Basin require prompt attention – including not only replacement/repair, but also more aggressive enforcement of defensible space requirements around those poles (and underneath associated power lines).

Accordingly, the Board of Supervisors respectfully requests the Inyo National Forest's assistance in expediting all necessary permits and approvals for SCE to immediately replace and maintain aging and damaged poles and equipment on Inyo National Forest Lands in the Mono Basin (and in particular between Lundy Canyon and Lee Vining). The Board requests that this be done in the most expeditious means available - possibly through issuance of a "blanket permit" to SCE for the work, which we understand has been utilized in other regions of California facing similar issues.

The Board additionally requests that the Forest Service aggressively enforce the defensible space clearance requirements of its use permits to SCE for this infrastructure. The removal of dry brush and cheat grass surrounding power poles and lines could make the difference between a spark and a wildfire. Because Mono County lacks enforcement authority over these lands, it (as well as the public) depends on the Forest to ensure that defensible space is maintained.

The Board makes this request in response to recent incidents in the Mono involving the ignition of fires, as well as a half-a-dozen events of arcing and sparking power lines which (thankfully) did not result in fire ignition or were immediately extinguished by witnesses.

Below is a sampling of these events, compiled by concerned Mono Basin residents, which is provided to emphasize the urgency of the request:

1. November 2011: a power pole on the South Lundy moraine snaps overnight during a wind event. The line falls down across a dirt road and sagebrush. Thankfully no fire ignites.
2. January 2012: arcing power lines caused by a broken insulator/detached line during a wind event cause sparking and bright flashing, seen and reported at night. Conditions are dry. Local Mono City and Lee Vining fire personnel stand-by under the arcing line until it is fixed.
3. Winter 2013: a fire ignites at Highway 395 and Thompson Meadows road beneath the household distribution line; cause is determined to be powerline.
4. June 2013: a raptor lands on a power pole on top of the south moraine of Lundy Canyon and causes the lines to arc. A fire breaks out, but is extinguished by a crew which happens to be nearby training. Winds are building and starting to gust; if not for the quick response of the fire crew, the fire could have quickly gotten out of control. The pole remains in service without alteration (i.e., no bird guards installed) is badly burned, and in a known high-wind area.
5. March 2014: a bright ball of light (arc-flash) is observed at the top of one of the poles near the Filosena Ranch. It is reported to be as wide as the cross-beam, and appears to drop to the ground (or travel down the grounding line). No fire ignites.
6. July 2014 (approx. 5:15 am): a loud explosion and bright flash lights up the area near a residence in lower Lundy Canyon and starts a fire at the base of the pole. The fire is extinguished within minutes by the homeowner who witnesses it, and only burns some brush. Lee Vining and Mono City Fire Departments respond, BLM follows up. Both insulators and cross-beam are burned (and have not yet been replaced). The cause is determined to be a powerline.

7. December 2014 (approx. 5:15 am): just south of Mill Creek an entire cross-bar to which the lines are attached breaks off the pole following a wind storm, resulting in lines dangling above the brush. The cross-beam is badly charred and burned, indicating a fire had been ablaze there.
8. June 2016: the Marina Fire ignites at same time of day as previous two witnessed events (approx. 5:15 am) and is immediately beneath an SCE power line (the cause of the fire is not confirmed as of this writing). The fire burns approximately 650 acres of Inyo National Forest land and threatens homes and businesses.

Thank you very much for your prompt attention to this serious situation. If the County can be of further assistance to the Forest Service in addressing these issues, please do not hesitate to contact Leslie Chapman, County Administrative Officer, at 760-932-5414 or lchapman@mono.ca.gov.

Sincerely,

Fred Stump, Chair
On Behalf of the Mono County Board of Supervisors

Cc: Southern California Edison



Larry Johnston - District One Fred Stump - District Two Tim Alpers - District Three
Tim Fesko - District Four Stacy Corless - District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531
Bob Musil, Clerk of the Board

November 1, 2016

Kevin M. Payne, CEO
Caroline Choi, Senior Vice President, Regulatory Affairs
Veronica Gutierrez, Vice President, Local Public Affairs
Southern California Edison
P.O. Box 800
Rosemead, CA 91770

**Re: Request for investigation into cause of arcing of power lines in Mono County
and for defensible space clearing**

Dear Mr. Payne:

The Mono County Board of Supervisors appreciates the attention paid by SCE (in particular staff members Rudy Gonzales, Alex Aguilar, Kyle Kimbrel, and Dan Face) to concerns expressed by residents of the Mono Basin and the County related to damaged power poles and equipment along the line from Lundy Canyon to Lee Vining in the Mono Basin. The Board particularly thanks these staff members for their commitment, on behalf of SCE, to take immediate action to repair and/or replace the damaged equipment.

Besides acknowledging the above, the purpose of this letter is to express the Board's and community's additional concerns regarding recent unexplained incidences of powerline arcing and sparking along this same stretch of line. During a tour of the area which included County representatives, the above SCE staff and community members, several residents described in detail having witnessed frightening shows of sparks, fireballs and other phenomena emanating from these SCE lines. The staff present were not able to attribute these phenomena to any cause.¹

It was suggested at that time that someone with expertise in diagnosing such incidents be brought in to evaluate the infrastructure, power load, usage and any other factor which could be causing the arcing, fireballs and sparking. The Board of Supervisors strongly supports

¹ All instances are unexplained with one exception – one event in the weeks following the Marina Fire was apparently the result of increased power usage by a commercial customer that was not reported to SCE.

this suggestion and asks that SCE move forward expeditiously to bring in appropriate staff and/or consultants to diagnose the problem.

Further, knowing that this arcing is occurring around the poles and along the lines, the Board additionally asks that SCE take aggressive action to comply with the defensible space clearance requirements of California Law² and contained within SCE's use permits (for those sites located on Inyo National Forest lands) by removing the brush and cheat grass which surrounds its infrastructure. The removal of this fuel could make the difference between a spark and a wildfire.

The Board makes this request in response not only to the information described above, but also in response to recent incidents in the Mono Basin involving the ignition of fires, as well as arcing and sparking power lines which either (thankfully) did not result in fire ignition, or were immediately extinguished by witnesses.

Below is a sampling of these events, compiled by concerned Mono Basin residents, which is provided to emphasize the need for immediate action:

1. November 2011: a power pole on the South Lundy moraine snaps overnight during a wind event. The line falls down across a dirt road and sagebrush. Thankfully no fire ignites.
2. January 2012: arcing power lines caused by a broken insulator/detached line during a wind event cause sparking and bright flashing, seen and reported at night. Conditions are dry. Local Mono City and Lee Vining fire personnel stand-by under the arcing lines until it is fixed.
3. Winter 2013: a fire ignites at Highway 395 and Thompson Meadows road beneath the household distribution line; cause is determined to be powerline.
4. June 2013: a raptor lands on a power pole on top of the south moraine of Lundy Canyon and causes the lines to arc. A fire breaks out, but is extinguished by a crew which happens to be nearby training. Winds are building and starting to gust; if not for the quick response of the fire crew, the fire could have quickly gotten out of control. The pole remains in service without alteration (i.e., no bird guards installed) is badly burned, and in a known high-wind area.
5. March 2014: a bright ball of light (arc-flash) is observed at the top of one of the poles near the Filosena Ranch. It is reported to be as wide as the cross-beam, and appears to drop to the ground (or travel down the grounding line). No fire ignites.

² See e.g., Public Resources Code §§ 4292 and 4293.

6. July 2014 (approx. 5:15 am): a loud explosion and bright flash lights up the area near a residence in lower Lundy Canyon and starts a fire at the base of the pole. The fire is extinguished within minutes by the homeowner who witnesses it, and only burns some brush. Lee Vining and Mono City Fire Departments respond, BLM follows up. Both insulators and cross-beam are burned (and have not yet been replaced). The cause is determined to be a powerline.
7. December 2014 (approx. 5:15 am): just south of Mill Creek an entire cross-bar to which the lines are attached breaks off the pole following a wind storm, resulting in lines dangling above the brush. The cross-beam is badly charred and burned, indicating a fire had been ablaze there.
8. June 2016: the Marina Fire ignites at same time of day as previous two witnessed events immediately beneath SCE power line (cause not confirmed as of this writing) and burns approximately 650 acres, threatening homes and businesses.

Thank you very much for your prompt attention to this serious situation. If the County can be of further assistance to the Forest Service in addressing these issues, please do not hesitate to contact Leslie Chapman, County Administrative Officer, at 760-932-5414 or lchapman@mono.ca.gov.

Sincerely,

Fred Stump, Chair
On Behalf of the Mono County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 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 November 1, 2016

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and Circumstances: Steve Searles claim for damages (claim number CL16-02).

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:

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No Attachments Available

History

Time	Who	Approval
10/24/2016 8:39 AM	County Administrative Office	Yes
10/21/2016 12:11 PM	County Counsel	Yes

10/25/2016 8:22 AM

Finance

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

TIME REQUIRED

SUBJECT Closed Session - Workers
Compensation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9.
Name of case: Worker’s compensation claim of Michael Hallum.

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
10/24/2016 8:38 AM	County Administrative Office	Yes
10/21/2016 12:13 PM	County Counsel	Yes
10/25/2016 8:22 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

TIME REQUIRED

SUBJECT Closed Session - Initiation of
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

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
10/24/2016 8:44 AM	County Administrative Office	Yes
10/21/2016 3:29 PM	County Counsel	Yes
10/26/2016 6:34 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 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 NO EARLIER THAN 1:00 P.M.

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 1, 2016

Departments: Risk Management; County Counsel

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Steve Kerins

SUBJECT Claim for Damages (Searles)

AGENDA DESCRIPTION:

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

Board consideration of claim submitted by Steve Searles (claim number CL16-02) under Government Claims Act.

RECOMMENDED ACTION:

Consider and reject Mr. Searles' claim and direct staff to notify claimant's attorneys of Board action; provide any additional desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Steve Kerins

PHONE/EMAIL: (760) 924-1712 / skerins@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
Proposed Letter to Counsel

History

Time

Who

Approval

10/26/2016 4:55 PM	County Administrative Office	Yes
10/25/2016 6:02 PM	County Counsel	Yes
10/26/2016 12:07 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Stephen M. Kerins

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: The Honorable Board of Supervisors

From: Steve Kerins, Deputy County Counsel

Date: November 1, 2016

Re: Steve Searles Claim – Claim No. CL16-02

Recommended Action

Consider and reject Mr. Searles' claim and direct staff to notify claimant's attorneys of Board action; provide any additional desired direction to staff.

Strategic Plan Focus Area(s) Met

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

Fiscal Impact

None.

Discussion

It appears that this claim was presented to Mono County in error, and barring any further information, we do not believe the County will face any liability in connection with this matter. We recommend the claim be rejected, and that your Board direct that notice be sent to the claimant's attorneys.

If you have any questions on this matter prior to your meeting, please call me at (760) 924-1712.

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Stephen M. Kerins

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700
Facsimile
760-924-1701

Paralegal
Jenny Senior

[DATE]

*Via Email and Certified
Mail / Return Receipt Requested*

Mr. Steve Searles
c/o Law Offices of Cron, Israels & Stark
401 Wilshire Boulevard, Suite 1200
Santa Monica, CA 90401

Dear Mr. Searles and Counsel:

NOTICE IS HEREBY GIVEN that the claim for damages that you presented to the Mono County Clerk on behalf of Steve Searles on or about September 20, 2016, was rejected in its entirety by the Mono County Board of Supervisors on November 1, 2016.

WARNING. Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered to you, or deposited in the U.S. mail, to file a court action on this claim. (*See Cal. Gov. Code § 945.6.*) The six-month time limit referred to in this notice applies to claims or causes of action that are governed by the California Government Claims Act, which does not apply to federal causes of action. In addition, the Government Claims Act contains certain exceptions. You may (at your own expense) seek the advice of an attorney of your choice in connection with this matter. If you wish to consult an attorney, you should do so immediately.

Please also note that Mono County reserves all rights to seek recovery of all costs of defense, including attorneys' fees, if an action is filed and it is determined that the action was not brought in good faith or with reasonable cause.

Sincerely,

Stacey Simon, Mono County Counsel

By: _____
Stephen M. Kerins,
Deputy County Counsel