



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting September 20, 2016

TELECONFERENCE LOCATIONS: 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please send your request to Bob Musil, Clerk of the Board: bmusil@mono.ca.gov.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board.

(Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on September 6, 2016.

3. RECOGNITIONS

A. Resolution Recognizing September 27, 2016 as National Voter Registration Day

Departments: Elections

National Voter Registration Day is a formally recognized voter outreach initiative which aims at registering eligible citizens so they can be empowered to cast a ballot on Election Day. This year, National Voter Registration Day occurs on September 27, 2016. The Secretary of State's Office encourages California's grassroots organizations, businesses, schools, and other civically minded groups to promote the vote within their communities. The National Voter Registration Day organization has resources available for participating groups and allows local events to be posted in a searchable calendar on their website at <http://nationalvoterregistrationday.org/events/>. The Secretary of State has added a webpage dedicated to this day and includes links to these resources. This page can be found at <http://www.sos.ca.gov/elections/votingresources/voting-california/help-strengthen-our-democracy/national-voterregistration-day/>.

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

Fiscal Impact: None.

B. Resolution of Appreciation for Cameron Carey

Departments: Clerk of the Board

(Nate Greenberg) - A resolution of appreciation of Cameron Carey.

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

Fiscal Impact: 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. Hiring Policy Variance Request - Mechanic III D Step

Departments: Public Works - Road

A mechanic vacancy in Road resulted in several applicant interviews. The most qualified applicant is a former Mono County Mechanic III. His mechanical experience including his many years of working for Mono County have shown he has the necessary skills to fill this vacancy.

Recommended Action: Approve variance of Mono County Personnel System, Section 080 - Salary Upon Hire, policy to allow the Public Works Department to hire one qualified Mechanic III Range 62, Step D.

Fiscal Impact: A Mechanic III at an A Step has an annual cost of \$80,679 (\$45,780 salary / \$34,899 benefits). A Mechanic III at a D Step has an annual cost of \$89,784 (\$52,992 salary / \$36,792 benefits). The difference is \$9,105.

B. Avalanche Forecasting - USFS Special Use Permit for Weather Station

Departments: Public Works - Road

In November 2015 the Mono County Board of Supervisors authorized the Public Works Director to hire an avalanche forecaster and purchase and install a portable weather station to assist with avalanche forecasting. The United States Forest Service has issued a Special Use Permit to allow placement of the portable weather station on their land near Twin Lakes.

Recommended Action: Authorize Public Works Director to sign the Special Use Permit with USFS, to permit the Department of Public Works to engage in specified use of certain land in the Humboldt-Toiyabe National Forest through December 31, 2016, with terms and conditions as stated.

Fiscal Impact: None.

C. Urgency Ordinance Confirming Designation of Roads for Use in 2016 Sierra Safari OHV Event

Departments: CAO and Public Works (Road Division)

Proposed urgency ordinance confirming the designation of certain unpaved county roads throughout the unincorporated area of Mono County as roughly graded roads

within the meaning of Vehicle Code section 38001 for the purpose of creating clear guidance to the public, law enforcement and participants in the 2016 Sierra Safari off-highway vehicle tour.

Recommended Action: Adopt proposed urgency ordinance.

Fiscal Impact: None (impact same as for ORD16-06).

8. CORRESPONDENCE RECEIVED - NONE

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

9. REGULAR AGENDA - MORNING

A. Law Library Board of Trustees Update

Departments: County Counsel

10 minutes (5 minute presentation; 5 minute discussion)

(Stacey Simon) - Mono County Law Library Board of Trustees' annual report regarding the Mono County Law Library.

Recommended Action: Hear annual report. Provide any desired direction.

Fiscal Impact: None.

B. Adoption of Information Security Framework

Departments: Information Technology

5 minutes

(Nate Greenberg) - The IT Department seeks to adopt internal security policies and formally implement an Information Security Program for Mono County. This action demonstrates a commitment to security and establishes a roadmap to improve the overall level of maturity relative to IT security.

Recommended Action: Approve the Department's adoption of internal technology security policies and an Information Security Program that will be overseen and updated by the IT Director as industry standards evolve.

Fiscal Impact: None.

C. PC & Cell Phone Policy Updates

Departments: Information Technology; County Counsel

10 minutes (5 minute presentation; 5 minute discussion)

(Nate Greenberg) - In an effort to standardize and modernize policy language surrounding the use of computers and mobile devices (including cellular phones, smartphones, and tablets), the Information Technology Department and County

Counsel have updated both the Mono County PC Policy and Mono County Cell Phone Policy. This item is to present these policies and seek adoption by the Board.

Recommended Action: Adopt proposed resolution #R16-____, approving Version 3 of the IT Standards and Policies, which replaces and supersedes Version 2 of the PC Standards and Policies, the County Cell Phone Policy, and certain provisions of the Personnel Rules pertaining to the use of computers and mobile devices. Provide any desired direction to staff.

Fiscal Impact: None.

D. Delta Wireless Radio Maintenance Contract

Departments: Information Technology

10 minutes (5 minute presentation; 5 minute discussion)

(Nate Greenberg) - This contract authorizes Delta Wireless to perform technical work to maintain, upgrade, and support the County's Public Safety Radio System through mutually agreed upon Scopes of Work overseen by the Department of Information Technology.

Recommended Action: Authorize the County Administrative Officer to sign Delta Wireless contract Amendment #2 for the provision of radio system support and service on an as-needed basis through June 30, 2017.

Fiscal Impact: Up to \$275,000, which is included in the FY 2016-2017 adopted Radio Department budget.

E. Replacement Benefits Plan Invoice and Request for Contingency Funds

Departments: Finance

15 minutes (5 minute presentation; 10 minute discussion)

(Janet Dutcher, Finance Director) - Information about the annual Retirement Benefits Plan (RBP) invoice per eligible retiree and request contingency funds to pay last year's and this year's invoice.

Recommended Action: Authorize use of contingency funds for unanticipated annual Replacement Benefit Plan invoices. Provide any direction to staff. A four-fifths vote is required.

Fiscal Impact: \$6,000 in contingency funds, half to pay the June 2016 invoice and the other half to pay the anticipated June 2017 invoice.

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 - Workers Compensation

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on September 6, 2016.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> 09-06-16 Draft Mins</p>
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History

Time	Who	Approval
9/14/2016 5:11 PM	County Administrative Office	Yes
9/14/2016 12:58 PM	County Counsel	Yes
9/14/2016 12:14 PM	Finance	Yes



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

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

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

**Regular Meeting
September 6, 2016**

Flash Drive	#1003
Minute Orders	M16-183 to M16-185
Resolutions	R16-64
Ordinance	ORD16-06

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

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

*Break: 10:33 a.m.
Reconvene: 10:46 a.m.
Closed Session: 12:35 p.m.
Reconvene: 1:40 p.m.
Break: 4:05 p.m.
Reconvene: 4:17 p.m.
Adjourn: 5:40 p.m.*

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

Pledge of Allegiance led by Jeff Simpson.

- 1. Opportunity for the Public to Address the Board**
No one spoke.

Note

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

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS – NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- 8/2 – June Lake CAC, TROD issues (Supervisor Johnston in attendance); attending another meeting tonight where previous topics will be followed up.
- 8/4 – Attended June Lake Historical Society Annual fundraiser; raised about \$3,000 that night and have over \$18,000 in their budget.
- 8/10 –met with Julie Brown with June Mountain Ski Area.
- 8/10 - Mono Basin RPAC (attended by Supervisor elect Bob Gardner).
- 8/11 – budget workshop.
- 8/13 – June Lake Fireman’s BBQ; huge success.
- 8/17 – RCRC meeting.

Supervisor Corless:

- NACo public lands committee report sent out; confirmed membership to steering committee.
- Fire Safe Council/Wildfire awareness meeting: had about a dozen people come to the meeting last Tuesday in Mammoth; MLFD Fire Marshal Thom Heller led the discussion, answered questions and there is sufficient interest in re-starting a fire safe council in Mammoth—first meeting is planned for September 12, 5pm, Mammoth Fire Dept. all are welcome.
- Aug. 6 Interagency Visitors Center Board of Directors Meeting.
- Aug 8: Behavioral Health Advisory Board Meeting: approved by-laws revisions, new mission statement that will come to BOS next month.
- Aug 10: R.E.D. Collaborative meeting, working on next steps for diversion programming, including a mentor program.
- Aug 10: LVHAC—packed house, much interest regarding geothermal monitoring.
- Aug 15 Eastern Sierra Recreation Collaborative: Reviewed desired conditions comments that were collected in three meetings in July, worked on consensus-based comments submitted.
- 8/24: Broadband Task Force: planning presentation to town planning/etc. Development commission on Sept 14 for support/funding for awareness campaign and public wifi project.
- Aug 25: Collaborative Planning Team Meeting: announcement of critical habitat designation for endangered amphibians—ask US Fish; update on CDIV/geothermal monitoring from Steve Nelson, plan is still in progress, still disagreement over monitoring well needs but there is a grant opportunity to fund an additional well, Ormat conducting testing now on an existing well at Shady Rest; Yosemite Wilderness Plan update from Kathleen Morse, open for review/comment through this month; Doe Ridge/Whitmore Track area presentation from Joel Rathje/Town of Mammoth Lakes Trails Coordinator
- Labor Day Weekend: Twin Lakes Art Gallery events, art festival, etc. Very special afternoon on Labor Day celebration Genny Smith Day with Genny Smith herself. Many thanks to gallery owners Sue and Robert Joki for a great event.
- Thank you to Town of Mammoth Lakes Public Works for placing wildlife crossing signs at Old Mammoth Rd near Minaret.
- Thanked CD Ritter for cookies she made for Collaborative Planning Team meeting.

Supervisor Fesko:

- Larson Lane Fire - Recent fire ~1/4 mile from his home located on the Curti Ranch. Preliminary cause of the fire is from a cigarette thrown from a passing vehicle. A special thanks to Antelope Valley Fire Department, Douglas County Fire, USFS, BLM and others for their efforts on containing this fire to ~20 acres on a very windy day.
- August 31, 2016 - Attended Mike Rhodes "Celebration of Life". A really great turn out and some funny stories about Mike. Julie, his wife, was surrounded by family and friends.

Note

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- A special Thanks to our Public Works staff for their help in making this year's Founders Day festival a success. Their help with stage, seating, etc. was greatly appreciated.
- Upcoming events... Birding and Hiking in the Valley, Sept 10 & 11, Eastern Sierra Kite Festival, Sept 17 & 18.
- Adjourn today's meeting in memory of Mike Rhodes, a dedicated County Employee and friend to so many!

Supervisor Johnston:

- Attended the CSAC Board of Directors meeting. Items included a presentation on tree mortality; fires up 22% (from 3900 fires last year to 4200 fires this year so far). The Board also heard from some Corporate Sponsors and reports of CSAC financial items (doing well). Main discussion was on the forthcoming propositions (53, 55, 56, 57, 64, 65, and 67) on the November ballot and CSAC's position on each. Of note was the Governor's attendance and his support for Proposition 57. Eventually the Board supported all the propositions but took no position on Proposition 57 and 64.
- Attended Mammoth Lakes Housing's Housing Summit meeting, part 2, addressing what resources are available in the community at present.
- Attended the Long Valley HAC. Main consideration was the new information from USGS regarding the CD IV project. Also of concern is the dominance of ORMAT at these supposedly objective meetings which are intended as informational. Because of this "fox guarding the henhouse" potential there should be a future agenda item to consider this situation.

Supervisor Stump:

- 8-10 : Attended the first 1 hour and 20 minutes of the public HAC meeting. Outside the meeting room an Ormat representative requested to present their geothermal data to the Board. I told them to work with staff to set up a date and time.
- 8-11 : Attended the County Budget Workshop.
- 8-12 : Distributed copies of the Round Fire Investigation Report to citizens in Swall Meadows and Paradise. Thank you to Donald Day for coordinating distribution in Swall and Liz O'Sullivan for doing the same in Paradise. Thank you to Greg Newbry and Jake Suppa for getting 10 report copies on disk for distribution.
- 8-13 : Attended a celebration of life for Bobbi Paranick in Lee Vining. Lots of good Mono Basin history. Bobbi was the mother of former Sheriff and Supervisor Dan Paranick and longtime Mono County contractor Tom Paranick.
- 8-14 : Attended the Crowley Skatepark chili cook-off fundraiser. Well attended. Chili was all delicious. Have not heard how much money was raised.
- 8-23 : Attended the Special Board Meeting to discuss the June Mountain fuels reduction project support letter and to take final comments on the County's letter regarding the new Inyo National Forest Plan.
- Chris Baitx, diagnosed with cancer; keep him in your thoughts.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Leslie Chapman

- Bridgeport Clinic Update – The clinic is generally open at least 2 days per week, Tuesdays and Thursdays through mid-October. The November schedule is not out yet. Patient visits are low making it challenging to add any additional days at this time.
- 8/3/2016 - Department Head & Manager's meeting, discussed budget and strategic plan alignment, reorganizations, and Nate Greenberg introduced Tech Tips, with tips for more productive use of Outlook. This presentation is available online at [R:\A Computer Tips from](#)

Note

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[IT\Tech Tips\Tech Tip 01 - Microsoft Outlook Calendaring Features.mp4](#)

- 8/11/2016 – Budget Workshop, discussed budget alignment with the strategic plan and focus areas and each department had a few minutes to discuss its departmental work plan and goals.
- 8/17/16 – Beginning of a series of meetings to discuss the Sierra Safari, the results of which will be presented with an agenda item later today.
- 8/19/16 – Met with Dan Holler, Town Manager to discuss common issues including coordinating a presentation regarding human/wildlife interaction, South County Office solutions, and the logistics of possibly moving all Mammoth Board meetings to Suite Z.
- The Town is clearing dead trees from its property and made contact with Social Services to connect with low income people who need firewood. Social Services put them in touch with IMACCA. As of last week, IMACCA had identified 10 families for 2 chords each. Thank you Kathy Peterson and staff!
- Lunch meeting with Robin Roberts to discuss next steps in transitional housing planning.
- 8/22 and 8/23 met with staff and Innoprise consultant to discuss progress and possible solutions for moving forward with Community Development and Work Management modules.
- 8/23 – Met with MCPEA membership to discuss transitioning to a two-week payroll period. Also discussed the definition of “anniversary date” as it applies to reinstatement of step increases.
- 8/24 and 8/25 – Coffee with the CAO to discuss employee morale issues and brainstormed how to turn that around.
- 8/25 – met with North County Gym committee and discussed the possibility of using insurance incentives for wellness programs to replace old equipment for the use of those who cannot take advantage of the subsidized gym memberships in June Lake and Mammoth.
- 8/29 Lunch with Superintendent Stacey Adler to get school/county updates and discuss common rural issues.
- Arranged our first meeting with SCE to discuss the condition of the power poles in the Lee Vining area and to get information about the replacement plan. People are on high alert and need answers because of the extreme fire danger.
- 9/1 Civility in the Workplace training was a big success. Thanks to Jay Sloane and Trindel. Approx. 60 people attended and we have requests for a repeat performance for those who could not make it. We will be planning more of these.

6. DEPARTMENT/COMMISSION REPORTS

Sheriff Braun:

- The Governor was also at her meeting and did the same thing to the State Sheriff’s Association: he popped into reception the night before. He then walked up to her husbanding, asking him who he was.
- He came seeking support for Prop 57; he’s been pushing that. Like CSAC, the Sheriffs Association has taken no stance for or against.

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.)

[Urgency Ordinance Restricting Campfires and Open Fires](#)

Departments: Public Works

Proposed urgency ordinance amending Mono County Code Sections 7.24 (Fire Prevention) and 7.28 (Camping) to allow the Board of Supervisors, Sheriff, or Public Works Director to prohibit campfires at County-operated campgrounds and to prohibit open fires at County parks at any time that fire danger is determined to be extreme.

Note

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

Action: Adopt proposed urgency ordinance, #ORD16-06, Mono County Code Sections 7.24 (Fire Prevention) and 7.28 (Camping) to allow the Board of Supervisors, Sheriff, or Public Works Director to prohibit campfires at County-operated campgrounds and to prohibit open fires at County parks at any time that fire danger is determined to be extreme.

Fesko moved; Corless seconded

Vote: 5 yes; 0 no

ORD16-06

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. Conway Ranch Homeowner's Association

Departments: Clerk of the Board

Letter dated August 15 2016 from the Conway Ranch Home Owner's Association regarding the destruction of miles of wildlife habitat on Conway Ranch.

Pulled by Supervisor Alpers:

- Felt last minute letter received from FIM was very general.
- His hope is that the letter can be forwarded on to the Homeowner's Association to further address this.
- Supervisor Stump felt that the nature of that letter lacked credibility.
- Supervisor Corless: In Alper's discussion, make sure he's referring to actual grazing lease.

B. Letter from Forest Service Regarding Proposed Plant Management Process

Departments: Clerk of the Board

Correspondence from Ed Armenta, Inyo National Forest Supervisor, regarding the initiation of the environmental analysis process for the proposed Invasive Plant Management Project. Comments are being requested by September 23, 2016.

C. Letter from Blue Ribbon Coalition re: Forest Plan and DEIS

Departments: Clerk of the Board

Letter dated August 24, 2016 from the Blue Ribbon Coalition regarding the Draft Environmental Impact Statement and Draft Forest Plans for the Inyo, Sequoia, and Sierra National Forests.

Pulled by Supervisor Johnston:

- Observation: letter is in general opposition to any potential wilderness designations in the Forest Plan. Dated day before 100th anniversary of park system; turned out to be short sighted. He just felt it was unfortunate.

D. Forest Service Letter Regarding Mammoth Base Land Exchange

Departments: Clerk of the Board

Correspondence dated August 11, 2016 from Ed Armenta of the Inyo National Forest Service, regarding notice of a proposed land exchange known as Mammoth Base Land Exchange. Comments on the proposal are due by September 30, 2016.

Note

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The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. Budget Hearings

Departments: CAO / Finance

Public hearing followed by proposed resolution R16-_____, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2016-2017. To view the budget document, please visit the following link:<http://www.monocounty.ca.gov/auditor/page/2016-17-proposed-budget>

Action: Adopt resolution R16-64, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2016-2017.

Alpers moved; Corless seconded

Vote: 5 yes; 0 no

R16-64

Action: Approve a transfer of any excess, unanticipated ERAF Fund money into the Economic Stabilization Fund.

Corless: moved ; Fesko: seconded

Vote: 4 yes; 1 no: Johnston

M16-183

Action: Adopt the County Position Allocation list.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M16-184

In reference to overall approval of requested actions:

- Supervisor Johnston: will approve but he has reservations about certain policy items.
- Stump: agreeing with resolution even though he does have issues with several policy items.
- Fesko: last year he did not approve the budget due to several policy items; again he doesn't 100% agree but he will approve.

This item generated a very lengthy and detailed discussion. The information below is only a summary of this item. To listen to any portion in its entirety, please refer to the video by visiting: <http://www.monocounty.ca.gov/meetings>

Leslie Chapman:

PowerPoint to be posted to web:

BUDGET HEARINGS:

- Overview of where we left off (from August 11th special meeting)
- Mono County FY 2016-17 Total Budget - \$69.5 million
- Non-General Fund:
 - Revenues: \$30,832,995
 - Expenditures: \$31,813,612
 - Carryover Fund Balance: \$980,617

Note

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- General Fund:
 - Revenues: \$34,539,971
 - Expenditures: \$37,655,427
 - Carryover Fund Balance: \$3,115,456
 - Available for Policy Items: \$884,544
- How we got from a \$513,000 gap to a balanced budget
- What this proposed budget is sufficient to do/what's included in proposed budget.
- What's not included in the budget - \$770,000 (ERAF) fund
- Economic Stabilization Fund
- Economic Outlook
- Next.....
 - Conduct Budget Hearing
 - Approve Budget as Amended and Adopt Proposed Resolution
 - Approve Transferring Unanticipated Revenue to Economic Stabilization Fund
 - Approve the County Position Allocation list as Presented or Amended
 - Provide Additional Direction to Staff

Additional Comments:

- Discussion regarding the forming of an Economic Stabilization Fund.
- Salary Savings discussion; moving these savings into a separate fund preserves them.
- ERAF money came in so late in the game; asking board to set this money aside and come back later to determine how to spend, etc.
- Explanation regarding vehicle's up-fitting costs.
- Explained overall motor pool calculations to get to increased rates.

Janet Dutcher:

- Addressed two types of contingencies: expenditure appropriation (lapses at end of year); stabilization could also be called a contingency fund, calling it stabilization fund to smooth out fluctuations in revenue streams.
- Slush Fund vs. Savings Account – slush account is taken out of organization and hidden; a savings account is unexpected money set aside.
- Vehicle Fuel explanations.
- Sheriff's Department vehicle/fuel cost questions.
- Solid Waste fund; debt service discussion.
- Law Library (general fund subsidy that makes it whole).

Initial Board Comments:

Alpers:

- He feels ok with what's presented for now based on what happened at budget workshop(s).
- Airport Enterprise Fund, asked about numbers.
- Campgrounds: TOT expenses? Collecting?

Corless:

- No specific questions initially.
- Thanked Janet and Leslie for all work done.

Fesko:

- Feels like radio network line item is underfunded; going to become a priority very soon.

Johnston:

- If we are using potential salary savings (\$540,000) – how does that affect carryover for next year?
- Will we be discussing CARB compliance today? With ERAF funds, one of strategic goals was to get CARB Compliance taken care of; doesn't want this forgotten. Wants to discuss today under policy items.
- Another item not funded: south county facilities solutions. Wants discussion about this too.
- Questions for departments:
 - Going page by page, asked questions about various line items in various

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department's budgets.

Stump:

- General Fund Questions: Bridgeport clinic, Debt Service Fund, Campgrounds, Capital Improvements, Senior Services.
- Non General Fund: Law Library.

The following Department Heads gave answers to various questions asked by Board:

- Jeff Walters
- Bob Musil
- Alicia Vennos
- Scott Burns
- Megan MaHaffey
- Tim Kendall
- Ingrid Braun
- Bob Rooks
- Mary Clark (for Public Works)
- Tony Dublino
- Kathy Peterson

PUBLIC HEARING OPENED: 1:51 p.m.

Supervisor Elect Bob Gardner:

- Here speaking as a taxpayer; he knows his place.
- Process, contents and his prospective of this budget. Feels this has been a good effort.
- There's an effort towards transparency.
- Need to build interest and more awareness about what county does with funds/how they work.
- Content: good descriptive information. He feels a whole lot more is needed on "results". Taxpayers, residents and visitors are concerned about results. There is a lot of scrutiny.
- Need to answer the "so-what" question.
- He knows it takes time; every day we don't get on with that is a missed opportunity.
- Compliments the work that has been done; he knows he has a lot to learn.
- He supports the idea of the Economic Stability Fund.
- Discipline is the key to budgeting.
- He would fund the reserve and the stability fund only; doesn't feel there is enough information for anything else. Time is needed.
-

PUBLIC HEARING CLOSED: 1:58 p.m.

GENERAL FUND POLICY ITEMS:

Board of Supervisors

GF Reserve: Requested \$256,909; **Approved \$256,909**

Economic Stabilization – Requested \$541,830; **Approved \$347,516**

CIP Fund – Park Improvement Set-aside Benton – Requested \$2,500; **Approved \$2,500**

CIP Fund – Park Improvement Set-aside Chalfant – Requested \$2,500; **Approved \$2,500**

CIP Fund – Com Center Improvement Set-aside June Lake – Requested \$5,000; **Approved \$5,000**

Memorial Bench for Kathy Delhay – Requested \$2,500; **Approved \$0**

Property Tax Admin Fee Refund (6 smallest fire districts) – Requested \$20,000; **Approved \$20,000**

Economic Development

EDD – Tourism

Film Commission Marketing Support – Requested \$5,000; **Approved \$5,000**

Calif State Fair Exhibit and Interagency Visitors' Center – Requested \$ 10,000; **Approved \$10,000**

Note

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

Community Event Marketing Fund – Requested \$40,000; **Approved \$20,000**
Contribution to Mono Historical Societies – Requested \$6,000, **Approved \$6,000**
Trail Maintenance Program – Requested \$8,500; **Approved \$8,500**
Air Service Subsidy – Requested \$100,000; **Approved \$50,000**
ADD TO TOURISM BUDGET FOR FESKO: \$100,000 (in place of air service subsidy)
ALTERNATIVE FOR STUMP TO AIR SUBSIDY: AIRPORT EMERGENCY RESPONSE \$
Arts & Culture – Requested \$40,000; **Approved \$10,000**
Contribution to Youth Sports Program – Requested \$12,000; **Approved \$8,000**
Public Lands, Trails & Recreation Planning (New Name: Trails Development) – Requested \$10,000;
Approved \$7,500

Public Health – EMS Division

Replacing of (2) Cardiac Monitors – Requested \$75,000; **Approved \$75,000**

Clerk-Recorder/Elections

Software for Form 700 statements for filming/processing – Requested \$30,119; **Approved \$30,119**
Replace Elections processing hardware/software – Requested \$66,393; **Approved \$0**

Information Technology

Begin Replacement of Adtran VoIP/Avaya phone systems – Requested \$25,000; **Approved \$0**

Public Works

Facilities: Mono Lake Improvements – Requested \$20,000; **Approved \$20,000**

Board asked various questions about the requests, seeking clarification on funding requests.

Following County Staff made comments in response to policy items questions:

- Nate Greenberg
- Lynda Salcido
- Rob DeForrest
- Bob Musil
- Joe Blanchard
- Shannon Kendall
- Supervisor Corless (for monies she requested)

Janet Dutcher:

- Phone system information – Internal Service Fund information, comes with a cost. Maybe not cost effective.
- Gave info on Fanny Mono loan for elections equipment.
- Money can be put into the Reserve Fund at any time during the year with a 4/5 vote.
- Gave kudos to all the behind the scenes people that worked on this.

Leslie Chapman:

- Discussion regarding the election hardware; not happy with the amount of interest that would be imposed with leasing the equipment; she's thinking this might be a good candidate for Fanny Mono. She's suggesting we table this for now.

Stacey Simon:

- Is in support of software for Form 700 as it impacts her office/duties as well.
- Money towards trail maintenance – administrative functions only; not on the trail work (it would become subject to prevailing wages). Boards need to keep this in mind.
- Money from Economic Stability Fund must be transferred into the Public Works CARB line item budget and that movement requires a 4/5 vote.
- Likewise for the putting in of money into the Reserves fund.

Note

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

ERAF FUND:

Leslie Chapman:

- Would like to see this amount go into Economic Stability Fund.
- If Board decides not to put into this fund, this would be extra money that the BOS could use elsewhere.
- She'd like extra at least for comprehensive salary study; and also for changes in MOU.

Supervisor Johnston:

- Feels it should only be funded with what is needed to operate (using the \$541,000 figure).
- Rest should go into Reserves.
- Encouraged all supervisors to be very conservative; some needs to go into Reserves so it doesn't get spent on something else.

Supervisor Fesko:

- Asked for clarification on where the \$541,000 amount came from?

Supervisor Stump:

- He'd like to put all ERAF monies into Economic Stability Fund.

NON GENERAL FUND POLICY ITEMS

Moved down list:

Digital imaging of historic recorded documents (Clerk-Rec) \$14,000

Preservation of historic recorded documents (Clerk-Rec) \$127,000

Electronic recording of documents (Clerk-Rec) \$22,638

Jail Architectural Services (PW – CIP) \$203,000

Replace 5 vehicles (PW – Motor Pool) \$256,000

Oil/Water separator system for Crowley Road Shop (PW – Motor Pool) \$20,000

Replace 1 patrol vehicle (Sheriff/Court Security) - \$76,000

Sheriff Braun:

- Discussion about vehicle choice for Sheriff's Department – understands the pros/cons of buying a Tahoe vs. some other vehicle.

Jay Sloane:

Discussion about changes made to Proposed Allocation List:

- Went over new allocation list.
- Supervisors asked for several clarifications.
- Went over corrections that he previously sent via email.

Leslie Chapman:

- Thanked Board.
- Thanked Janet and her staff; very grateful that she's here.
- Allocation list was in terrible shape when Jay and Dave Butters picked it up. Now it's much better.

Supervisor Stump:

- Asked that Finance and CAO office come to next week's board meeting during recognitions to get kudos by Board.

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

Departments: Public Works - Road, CAO

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

Action: Introduce, read title, and waive further reading of proposed ordinance,

Note

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

amending ordinance as suggested.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M16-185

Jeff Walters:

- It appears that this Sierra Safari event has been taking place for many, many years.
- Came to light about two years ago when they applied for a permit.
- Use of county roads got brought up due to OHV designation.
- Through discussions with County Counsel and CAO, determined that there are some roughly graded roads that were part of the planned route. The county could designate this period for these vehicles to utilize certain roads.
- Went over proposed roads that might be affected by event.

Stacey Simon:

- Intent of Ordinance is to deal with issue now, it would sunset after 10/15/16.
- She concurred that the language Supervisor Corless is referencing can be taken out of Ordinance without changing Ordinance.

Garrett Higerd:

- Participants want to use Stock Drive (and park over by walking bridge).
- Contractor is willing to work with event organizer and potentially create area for them to park on Stock Drive.

Supervisor Corless:

- Asked for modification of ordinance: line 17 commits us to finding a long term solution to using these roads; she can't support if that isn't taken out.

Supervisor Johnston:

- He thinks we're on the cusp of changing what Mono County is with the approval of these events.

Supervisor Fesko:

- He's happy to support this.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

There was nothing to report out of closed session.

[Closed Session - Public Employment: County Counsel](#)

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

[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 Matthew Torley.

[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

Note

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

(SO Mgmt). Unrepresented employees: All.

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: Two.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke

ADJOURN: 5:40 p.m.

ATTEST

**FRED STUMP
CHAIRMAN OF THE BOARD**

**SHANNON KENDALL
ASSISTANT CLERK OF THE BOARD**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2016

Departments: Elections

TIME REQUIRED

SUBJECT Resolution Recognizing September
27, 2016 as National Voter
Registration Day

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

National Voter Registration Day is a formally recognized voter outreach initiative which aims at registering eligible citizens so they can be empowered to cast a ballot on Election Day. This year, National Voter Registration Day occurs on September 27, 2016. The Secretary of State's Office encourages California's grassroots organizations, businesses, schools, and other civically minded groups to promote the vote within their communities. The National Voter Registration Day organization has resources available for participating groups and allows local events to be posted in a searchable calendar on their website at <http://nationalvoterregistrationday.org/events/>. The Secretary of State has added a webpage dedicated to this day and includes links to these resources. This page can be found at <http://www.sos.ca.gov/elections/votingresources/voting-california/help-strengthen-our-democracy/national-voterregistration-day/>.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Helen Nunn

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[CCROV](#)

[Resolution](#)

History

Time	Who	Approval
9/14/2016 5:00 PM	County Administrative Office	Yes
9/14/2016 12:59 PM	County Counsel	Yes
9/14/2016 8:22 AM	Finance	Yes



ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIA
ELECTIONS DIVISION

1500 11th Street, 5th Floor, Sacramento, CA 95814 | Tel 916.657.2166 | Fax 916.653.3214 | www.sos.ca.gov

September 9, 2016

County Clerk/Registrar of Voters (CC/ROV) Memorandum #16289

TO: All County Clerks/Registrars of Voters

FROM: /s/ Milena Paez
NVRA and Voter Outreach Analyst

RE: Voter Education and Outreach: National Voter Registration Day

National Voter Registration Day is a formally recognized voter outreach initiative which aims at registering eligible citizens so they can be empowered to cast a ballot on Election Day.

This year, National Voter Registration Day occurs on September 27, 2016. The Secretary of State's Office encourages California's grassroots organizations, businesses, schools, and other civically minded groups to promote the vote within their communities. Secretary Padilla has issued a resolution (attached) detailing the importance of participating in this national event. Feel free to use this resolution as a tool to gain support and recognition from your Board of Supervisors or local community groups.

The National Voter Registration Day organization has resources available for participating groups and allows local events to be posted in a searchable calendar on their website at <http://nationalvoterregistrationday.org/events/>. The Secretary of State has added a webpage dedicated to this day and includes links to these resources. This page can be found at <http://www.sos.ca.gov/elections/voting-resources/voting-california/help-strengthen-our-democracy/national-voter-registration-day/>.

If you have questions about this or any other outreach related matter, please feel free to contact me at Milena.Paez@sos.ca.gov or (916) 695-1577. Thank you.

Attachment

State of California

SECRETARY OF STATE

RELATIVE TO RECOGNIZING NATIONAL VOTER REGISTRATION DAY

WHEREAS, *the Secretary of State's office is committed to empowering all Californians to be informed, active members of our democracy; and*

WHEREAS, *consistent civic engagement contributes to a more representative government; and*

WHEREAS, *nearly seven million eligible Californians are not currently registered to vote in the upcoming November 8, 2016, Presidential General Election; and*

WHEREAS, *increasing voter registration is essential to reaching the goal of having all eligible California citizens participate in our democracy by casting a ballot on Election Day; and*

WHEREAS, *technology, including California's online voter registration application, is helping to remove barriers to voting, giving citizens greater access to voting resources; and*

WHEREAS, *every Californian can encourage their families, friends, co-workers, and neighbors to register and exercise their right to vote; and*

WHEREAS, *California businesses, community groups, nonprofit organizations, and public agencies can help mobilize their communities to vote in all elections; therefore be it now*

RESOLVED, *that I, Secretary of State Alex Padilla, recognize September 27, 2016, as NATIONAL VOTER REGISTRATION DAY, and encourage all eligible Californians to register to vote.*

Subscribed this 9th day of September, 2016


Alex Padilla
California Secretary of State



**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RECOGNIZING SEPTEMBER 27, 2016 AS NATIONAL VOTER REGISTRATION DAY**

WHEREAS, the Mono County Board of Supervisors and the Elections Office is committed to empowering all Californians to be informed, active members of our democracy; and

WHEREAS, consistent civic engagement contributes to a more representative government; and

WHEREAS, nearly seven million eligible Californians are not currently registered to vote in the upcoming November 8, 2016 Presidential General Election; and

WHEREAS, increasing voter registration is essential to reaching the goal of having all eligible California citizens participate in our democracy by casting a ballot on Election Day; and

WHEREAS, technology, including California’s online voter registration application, is helping to remove barriers to voting, giving citizens greater access to voting resources; and

WHEREAS, every Californian can encourage their families, friends, co-workers, and neighbors to register and exercise their right to vote; and

WHEREAS, California businesses, community groups, nonprofit organizations, and public agencies can help mobilize their communities to vote in all elections;

NOW, THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors acknowledges September 27, 2016 as National Voter Registration Day, and encourages all eligible Mono County residents to register to vote.

APPROVED AND ADOPTED this 20th day of September, 2016, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Timothy E. Fesko, Supervisor District #4

Fred Stump, Supervisor District #2

Stacy Corless, Supervisor District #5

Tim Alpers, Supervisor District #3



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2016

Departments: Clerk of the Board

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Nate Greenberg

SUBJECT Resolution of Appreciation for
Cameron Carey

AGENDA DESCRIPTION:

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

A resolution of appreciation of Cameron Carey.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

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:

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Resolution

History

Time	Who	Approval
9/14/2016 4:57 PM	County Administrative Office	Yes

9/14/2016 12:59 PM

County Counsel

Yes

9/14/2016 6:16 PM

Finance

Yes

A RESOLUTION OF APPRECIATION RECOGNIZING CAMERON CAREY FOR HIS YEARS OF SERVICE WITH MONO COUNTY

WHEREAS, Cameron began his career with Mono County in November, 2007 and brought with him a wealth of private-sector IT experience;

WHEREAS, Cameron's technical skillset, diligence, and ability to focus on complex projects made him valuable member of the Information Technology team right from the beginning;

WHEREAS, Cameron was a true problem solver – often moving from the identification of the problem itself to a working solution ready for demonstration and use within a very short amount of time;

WHEREAS, his steadfast dedication to the efficiency, uptime, and security of the County's technology systems help push the organization toward industry standards and kept us on the cutting edge;

WHEREAS, as part of these efforts, Cameron managed the County's transition from a purely physical server environment to our current virtualized environment which provides the organization with a high level of capacity and saves us thousands of dollars every year;

WHEREAS, in addition to his everyday duties, Cameron took responsibility for backups, virus and SPAM protection, user rights and security management, server administration, elections assistance, and even pulling wire in uncomfortable and hard-to-reach areas;

WHEREAS, Cameron's dedication to customer service, friendly approach and ability to lighten the work mood, and long hours made him very well respected among his peers and other County staff;

WHEREAS, Cameron will be leaving his employment with Mono County to continue his career at the State of Nevada working as a System Administrator;

WHEREAS, his bright spirit, jovial personality, and positive attitude will be sorely missed in the County, but we wish him the best of luck in his future pursuits;

NOW, THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors sincerely thanks Cameron Carey and commends him for his years of valuable service to Mono County and its citizens.

APPROVED AND ADOPTED this 20th day of September, 2016, by the Board of Supervisors, County of Mono.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Timothy Fesko, Supervisor District #4

Stacy Corless, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2016

Departments: Public Works - Road

TIME REQUIRED

SUBJECT Hiring Policy Variance Request -
Mechanic III D Step

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A mechanic vacancy in Road resulted in several applicant interviews. The most qualified applicant is a former Mono County Mechanic III. His mechanical experience including his many years of working for Mono County have shown he has the necessary skills to fill this vacancy.

RECOMMENDED ACTION:

Approve variance of Mono County Personnel System, Section 080 - Salary Upon Hire, policy to allow the Public Works Department to hire one qualified Mechanic III Range 62, Step D.

FISCAL IMPACT:

A Mechanic III at an A Step has an annual cost of \$80,679 (\$45,780 salary / \$34,899 benefits). A Mechanic III at a D Step has an annual cost of \$89,784 (\$52,992 salary / \$36,792 benefits). The difference is \$9,105.

CONTACT NAME: Jeff Walters

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Hiring Policy Variance Request__Mech III D Step stff rpt 09.20.16](#)

History

Time	Who	Approval
9/14/2016 4:55 PM	County Administrative Office	Yes
9/12/2016 1:13 PM	County Counsel	Yes
9/14/2016 9:31 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: September 20, 2016
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: Hiring Policy Variance Request – Mechanic III D Step

Recommended Action:

Approve a variance of Mono County Personnel System policy, Section 080 – Salary Upon Hire, to allow the Public Works Department, in consultation with Human Resources, to hire one qualified Mechanic III at a D Step. Provide any desired direction to staff.

Fiscal Impact:

The funding source for this position is full-time out of the Road Fund.

A Mechanic III at an A Step has an annual cost of \$80,679 (salary \$45,780 / benefits \$34,899). A Mechanic III at a D Step has an annual cost of \$89,784 (salary \$52,992 / benefits \$36,792). The difference is \$9,105.

Discussion:

A Mechanic III vacancy exists in Road. Public Works has followed the Mono County Public Employees MOU protocol to fill that vacancy and would like to hire the qualified applicant at a D Step. With a Class A license and previous experience as a Mechanic III for Mono County their qualifications and experience warrant an offer at their previous salary in 2015.

This is an allocated position for which there will be sufficient appropriation in the 2016/17 Budget. In fact, there will be salary savings due to the previous mechanic being a Mechanic III at an F Step.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459.

Respectfully submitted,

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2016

Departments: Public Works - Road

TIME REQUIRED

SUBJECT Avalanche Forecasting - USFS
Special Use Permit for Weather
Station

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

In November 2015 the Mono County Board of Supervisors authorized the Public Works Director to hire an avalanche forecaster and purchase and install a portable weather station to assist with avalanche forecasting. The United States Forest Service has issued a Special Use Permit to allow placement of the portable weather station on their land near Twin Lakes.

RECOMMENDED ACTION:

Authorize Public Works Director to sign the Special Use Permit with USFS, to permit the Department of Public Works to engage in specified use of certain land in the Humboldt-Toiyabe National Forest through December 31, 2016, with terms and conditions as stated.

FISCAL IMPACT:

None.

CONTACT NAME: Jeff Walters

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Weather Station SUP - BOS Stff rpt 09.20.16](#)

[Exhibit 1 - Weather Station SUP](#)

History

Time	Who	Approval
9/14/2016 4:53 PM	County Administrative Office	Yes
9/6/2016 12:24 PM	County Counsel	Yes
9/8/2016 6:10 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: September 20, 2016
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: Avalanche Forecasting – Weather Station Special Use Permit

Recommended Action:

Authorize Public Works Director to sign Special Use Permit with United States Forest Service (USFS) to install a weather station near Twin Lakes. Provide any desired direction to staff.

Fiscal Impact:

None.

Discussion:

Last November the Board of Supervisors authorized Public Works to purchase and install a weather station to assist with avalanche forecasting in the Twin Lakes area. The USFS has issued a Special Use Permit (attached at Exhibit 1) authorizing Mono County to use National Forest System lands in the Humboldt-Toiyabe National Forest, Bridgeport Ranger District, to install our portable weather station. The weather station would be installed annually each fall and removed in the spring after avalanche danger has passed.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459.

Respectfully submitted,

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

Authorization ID: BRI598
Contact Name: MONO COUNTY PUBLIC WORKS
Expiration Date: 12/31/2036
Use Code: 814

FS-2700-4 (V. 01/2014)
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

SPECIAL USE PERMIT

Authority: FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

MONO COUNTY PUBLIC WORKS of 72 SCHOOL STREET BRIDGEPORT CA 93517 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the HUMBOLDT-TOIYABE NATIONAL FOREST, BRIDGEPORT RANGER DISTRICT of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers .01 acres in Sec. 3, T. 3 N., R. 25 E., MT. DIABLO MERIDIAN, ("the permit area"), as shown on the map attached as Appendix A. This permit issued for the purpose of:

Portable weather station including data logger and approximately 10 foot mast and instruments to monitor high elevation weather to assist in avalanche hazard assessment on Twin Lakes Road. Weather station will be installed annually in the fall before the first snow and removed in spring.

Vehicle access on forest road 32144 to locked gate at Tamarack Mine. Weather station will be hiked up to the location outside of designated wilderness, or snowmobile.

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on 12/31/2036, 20 years from the date of issuance.

D. RENEWAL. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 218.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. PLANS. All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. CONSTRUCTION. Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

III. OPERATIONS.

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least 270 days each year, September-May.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. INSPECTION BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID OUTSTANDING RIGHTS. This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clause IV.F and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use or occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use or occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources associated with the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.I.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to the authorized use or occupancy that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use or occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

H. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

I. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

C. PESTICIDE USE. Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION. In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

F. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

G. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

H. CLEANUP AND REMEDIATION

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

I. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

VI. LAND USE FEE AND ACCOUNTING ISSUES

A. LAND USE FEES. The use or occupancy authorized by this permit is exempt from a land use fee or the land use fee has been waived in full pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension.

The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214 as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL. Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERSEDED PERMIT. This permit supersedes a special use permit designated N/A.

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

ACCEPTED:

JEFF WALTERS, DIRECTOR PUBLIC WORKS SIGNATURE DATE

APPROVED:

WILLIAM A. DUNKELBERGER SIGNATURE DATE

BRI598

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

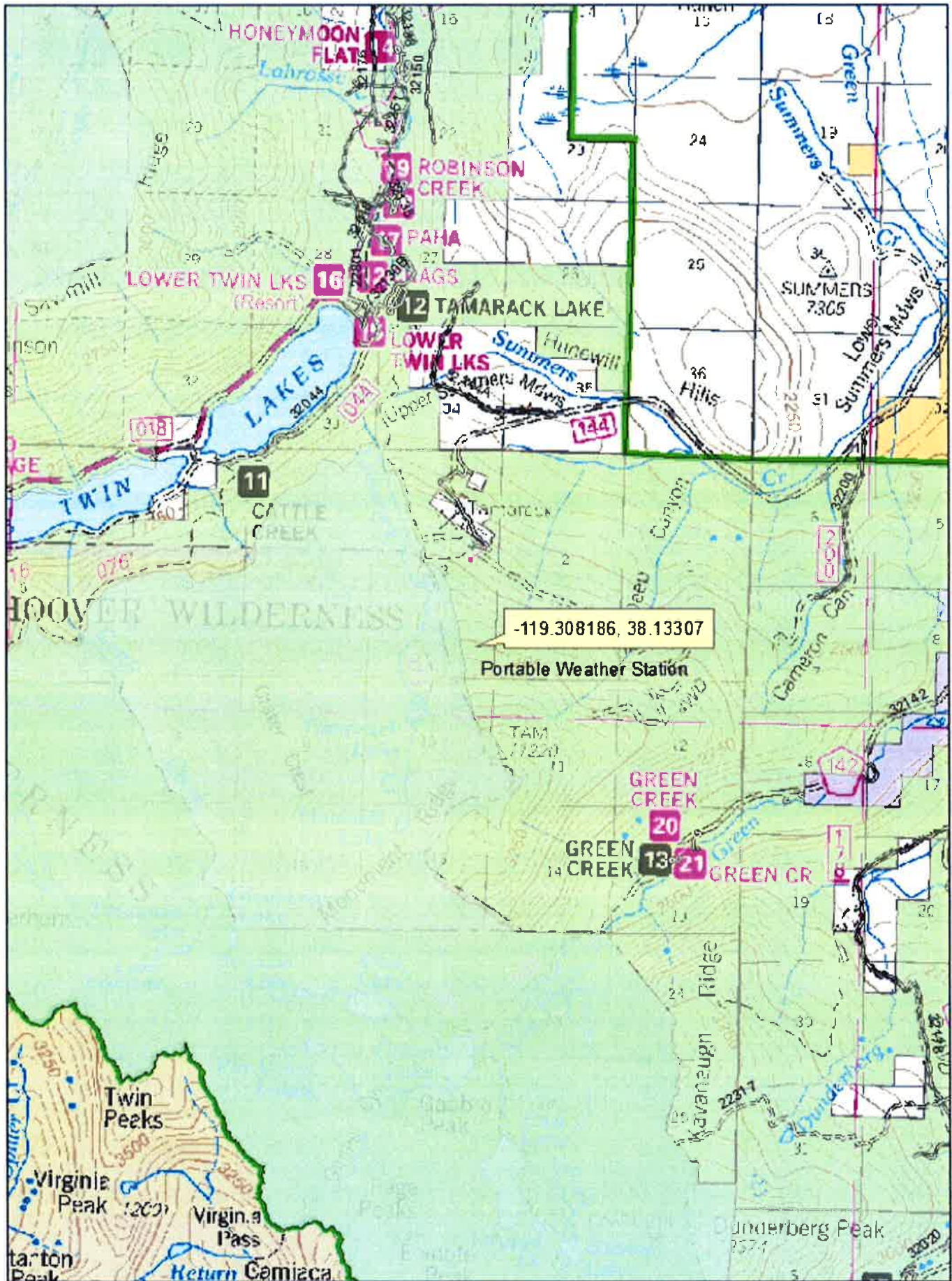
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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Mono County Portable Weather Station





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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2016

Departments: CAO and Public Works (Road Division)

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Urgency Ordinance Confirming
Designation of Roads for Use in 2016
Sierra Safari OHV Event

AGENDA DESCRIPTION:

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

Proposed urgency ordinance confirming the designation of certain unpaved county roads throughout the unincorporated area of Mono County as roughly graded roads within the meaning of Vehicle Code section 38001 for the purpose of creating clear guidance to the public, law enforcement and participants in the 2016 Sierra Safari off-highway vehicle tour.

RECOMMENDED ACTION:

Adopt proposed urgency ordinance.

FISCAL IMPACT:

None (impact same as for ORD16-06).

CONTACT NAME: Leslie Chapman, Jeff Walters

PHONE/EMAIL: 760-932-5414 (Leslie) 760-932-5459 (Jeff) / lchapman@mono.ca.gov; jwalters@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance

History

Time	Who	Approval
9/14/2016 5:10 PM	County Administrative Office	Yes
9/12/2016 12:11 PM	County Counsel	Yes
9/13/2016 11:17 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 and Jeff Walters

Date: September 20, 2016

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

Recommendation

Adopt proposed ordinance confirming the designation of certain unpaved county roads throughout the unincorporated area of Mono County as roughly graded roads within the meaning of Vehicle Code section 38001 for the purpose of creating clear guidance to the public, law enforcement and participants in the 2016 Sierra Safari off-highway vehicle tour.

Discussion

On September 13, 2016 the Board of Supervisors adopted Ordinance ORD16-06 (which sunsets automatically on October 15, 2016) designating certain unpaved County roads as roughly graded roads within the meaning of Vehicle Code section 38001. The Board took this action in order to enable the short-term use of the designated roads for the 2016 Sierra Safari off-highway vehicle tour, which has taken place in the same locations without interruption for the past 27 years.

The proposed urgency ordinance is substantively identical to the ordinance adopted on September 13th and takes immediate effect.

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



ORDINANCE NO. ORD16-__

**URGENCY ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
CONFIRMING THE DESIGNATION OF CERTAIN UNPAVED COUNTY ROADS
THROUGHOUT THE UNINCORPORATED AREA OF MONO COUNTY
AS ROUGHLY GRADED ROADS WITHIN THE MEANING OF
VEHICLE CODE SECTION 38001 FOR THE PURPOSE OF CREATING
CLEAR GUIDANCE TO THE PUBLIC, LAW ENFORCEMENT,
AND PARTICIPANTS IN THE 2016 SIERRA SAFARI OFF-HIGHWAY VEHICLE TOUR**

WHEREAS, on September 13, 2016 the Board of Supervisors adopted Ordinance ORD16-__ (which sunsets automatically on October 15, 2016) designating certain unpaved County roads as roughly graded roads within the meaning of Vehicle Code section 38001 for the purpose of facilitating the short-term use of those roads for the 2016 Sierra Safari off-highway vehicle tour (the “Tour”) and

WHEREAS, it is necessary to the health and safety of the public that the Board’s designation be in effect during each day that the Tour takes place in order that law enforcement, users of the designated roads, and Tour participants know the rules by which they must abide; and

WHEREAS, in order to ensure that the designation is in effect during each day that the Tour takes place, including those dates prior to the effective date of ORD16-__, the Board of Supervisors now wishes to restate the provisions of Ordinance ORD16-__ as an urgency ordinance to take immediate effect;

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

SECTION ONE: Definitions and Findings

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

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

C. The unpaved roads or portions of unpaved roads identified below are low volume, low speed, roughly-graded dirt roadways which are minimally maintained. The design and use of these roads allows for the safe operation of both regular vehicular traffic and off-highway vehicle use.

SECTION TWO: Off-Highway Vehicles: Areas Allowed

The following unpaved roads, or portions thereof, are hereby designated as roughly graded roads, pursuant to Section 38001 of Division 16.5, “Off-Highway Vehicles” of the

1 California Vehicle Code upon which Off-Highway Vehicles may be operated at the operator's
2 own risk:

3 **Road District ONE:**

4 **Road #3001, Big Springs Road**

5 **Road #3003, Bald Mountain Road**

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

7 **Road District TWO:**

8 **Road #3028, Adobe Ranch Road**

9 **Road #3029, McGee Canyon Road**

10 **Road District THREE:**

11 **Road #3020, Pilot Springs Road**

12 **Road #3024, Crooked Meadows Road**

13 **Road #3023, Johnny Meadows Road**

14 **Road #3027, Dobie Meadows Road**

15 **Road #3022, Wet Meadows Road**

16 **Road#3021, Logging Camp Road**

17 **Road District FOUR:**

18 **Road #4007, Bodie Road**

19 **Road #4114, Aurora Canyon Road**

20 **Road #4008, Bodie Masonic Road**

21 **SECTION THREE:** The Board of Supervisors finds and declares that this ordinance is
22 necessary for the immediate preservation of the health and safety of residents of and visitors to
23 Mono County because its passage will prevent confusion and uncertainty regarding which roads
24 are accessible for use by off-highway vehicles during each day of the 2016 Sierra Safari off-
25 highway vehicle tour. Without such certainty, participants may stray to undesignated and/or
26 unsafe roads, thereby potentially causing harm or injury to themselves, other motorists or users
27 of the roads.

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

PASSED, APPROVED and ADOPTED this 20th day of September, 2016, by the following
vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Fred Stump, Chair
Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2016

Departments: County Counsel

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

SUBJECT Law Library Board of Trustees Update

AGENDA DESCRIPTION:

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

Mono County Law Library Board of Trustees' annual report regarding the Mono County Law Library.

RECOMMENDED ACTION:

Hear annual report. Provide any desired direction.

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:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> 2016 Proposed Budget
<input type="checkbox"/> 2015-16 Report
<input type="checkbox"/> 2014-15 Report

History

Time	Who	Approval
9/14/2016 5:06 PM	County Administrative Office	Yes
9/12/2016 12:30 PM	County Counsel	Yes
9/13/2016 10:00 AM	Finance	Yes

Mono County Law Library

Board of Trustees

P.O. BOX 2415 • MAMMOTH LAKES • CALIFORNIA • 93546
(760) 924-1707 · (760) 924-1701 (FAX)

To: Board of Supervisors

FROM: Stacey Simon, Law Library Board of Trustees, President

DATE: September 20, 2016

RE: Annual report on behalf of Law Library Board of Trustees

State law requires the Law Library Board of Trustees of each County to make an annual report to the Board of Supervisors on or before October 15th of each year. This agenda item serves as that report.

The Board of Trustees wishes to acknowledge and thank Ana Danielson, the County Library Director, for all her work in maintaining the library and keeping the Board of Trustees informed. As you may know, the Mono County Free Library administers the law library under a contract with the County.

Through that contract, legal resources are available in the library's Bridgeport and Mammoth branches, and are managed as part of those libraries. The Board of Trustees believes that the contract has been very successful in providing accessible and free legal resources to the public.

The Mono County Law Library Board of Trustees met on May 11, 2016, to review the status of the law library system. During that meeting the following topics were addressed:

- The law library collection in general is very infrequently used.
- The only hard copy legal resources that appear to receive regular usage are the self-help legal books (e.g., Nolo Press books).
- The Westlaw online research service was very seldom utilized and quite expensive to provide and therefore it was decided at the 2015 meeting not to renew the service. This decision has resulted in an \$825 per month savings.
- Westlaw print subscription is currently under contract until January 31, 2018. The service costs the library \$425 per month. When the current contract expires, the library will not renew. *(Note that since the meeting was held, Ana Danielson learned that it may be possible to terminate the contract sooner without penalty. If so, then it will be terminated earlier.)*

The proposed budget for 2016-17 includes services (such as staffing, staff training, and public assistance) and maintenance of the law library collection. This proposed budget aligns with funding that the County receives from court filings that are earmarked for the law library and was provided to the County Finance department in advance of adoption of the County budget. Also enclosed is a summary report of the collection for 2014-15 and 2015-16 prepared by Ms. Danielson.

If you have any questions or comments regarding the foregoing, please feel free to call me at (760) 924-1704.

Cc: Judge Stan Eller, Trustee
Gerald Mohun, Trustee
Tim Kendall, Trustee
Tim Fesko, Trustee
Ana Danielson, County Librarian

Encl.
Budget for 2016-17
Annual Reports for Fiscal Years 2014-15 and 2015-16

**Mono County Law Library
Proposed Budget for 2016-17**

Services include:

- ◆ Staffing -3 hours per month at Bridgeport and Mammoth Lakes Libraries
 - Selection of collection development materials
 - Cataloguing materials
 - Assistance to public
- ◆ Public Access at the at Bridgeport and Mammoth Lakes Libraries to West Complete Library including:
 - California Session Laws BV SUB
 - California Desktop Penal Code
 - California Court Rules Federal District Court Keyrule Pamphlet
 - California Court Rules State and Federal District Court and Federal Bankruptcy Court vol I, ii
 - California Court Rules State and Federal District Court and District Keyrule vol I, ii and iib
 - Federal Civil Judicial Procedure and Rules Pamphlet
 - Federal Civil Rules Handbook
 - California ANNO Code
 - California Judicial Council Forms
- ◆ Staff Training

Collection Budget Includes:

- ◆ Self-help Books (new or revised editions)
- ◆ California Code Updates
- ◆ Judicial Code Forms
- ◆ Other selections (see list above for more specifics)

Budget to be Allocated as Follows:

Services:

◆ Staff	\$4,500
◆ Internet Access	in-kind
◆ Staff Training	<u>in-kind</u>
Total:	\$4,500

Collection:

◆ West Complete Library (including all updates)	\$6,150
◆ Nolo Press & Other Self-help Books	<u>\$2,500</u>
Total:	\$8,650

Total Funding Request **\$13,150**

Mono County Law Library
Annual Report Fiscal Year 2015-2016

Mono County Law Library Collection includes:

- ◆ West Complete Library Set available at Mammoth Lakes & Bridgeport Libraries
 - California Session Laws BV SUB
 - California Desktop Penal Code
 - California Court Rules Federal District Court Keyrule Pamphlet
 - California Court Rules State and Federal District Court and Federal Bankruptcy Court vol I, ii
 - California Court Rules State and Federal District Court and District Keyrule vol I, ii and iib
 - Federal Civil Judicial Procedure and Rules Pamphlet
 - Federal Civil Rules Handbook
 - California ANNO Code
 - California Judicial Council Forms
- ◆ Miscellaneous Self-help Law Books (titles available at all Mono County Library Branches in reference and for circulation)

Mono County Law Library Services include:

- ◆ Access to Westlaw accounts for 2 users from June 2015 to January 2016 (including):
 - Primary Law with KeyCite®: All —California (WestlawNext™;)
 - All Federal Cases (WestlawNext™;)
 - All State Case Law (WestlawNext™;)
 - California Analytical Library (WestlawNext™;)
 - Federal Materials — California (WestlawNext™;)
- ◆ Staff
 - Respond to reference questions *when appropriate*
 - Provide access to West Law online subscription on dedicated Law Computers while subscription was active
 - Guide public to Law collection at Mammoth Lakes and Bridgeport Libraries
 - Guide the public to self-help law books at all Mono County Libraries

Additional Information:

- ◆ The cost of West Law accounts has increased significantly in the last couple of years. The Library currently pays \$825 per month for the subscription. As discussed in previous years, the Library did not renew the contract for this service. The subscription expired on January 31, 2016.
- ◆ The cost of providing West's California Codes, California Legislative Service, Judicial Council forms and other West law books has increased significantly in the last couple of years, as well. The Library currently pays \$476 per month for the subscription. This contract will end on January 31, 2018 and will not be renewed. If the Library can exit the contract with penalties it will end this subscription sooner.
- ◆ Approximately 9 Nolo Press self-help law books were checked out from the Mono County Libraries. (not all books circulate to the public)
- ◆ All Mono County Law Library materials have a property label indicating such and a specific law library barcode.
- ◆ On occasion the Law Library receives donations of single volumes of codes.

Mono County Law Library
Annual Report Fiscal Year 2014-2015

Mono County Law Library Collection includes:

- ◆ West Complete Library Set available at Mammoth Lakes & Bridgeport Libraries
 - California Session Laws BV SUB
 - California Desktop Penal Code
 - California Court Rules Federal District Court Keyrule Pamphlet
 - California Court Rules State and Federal District Court and Federal Bankruptcy Court vol I, ii
 - California Court Rules State and Federal District Court and District Keyrule vol I, ii and iib
 - Federal Civil Judicial Procedure and Rules Pamphlet
 - Federal Civil Rules Handbook
 - California ANNO Code
 - California Judicial Council Forms
- ◆ Miscellaneous Self-help Law Books (titles available at all Mono County Library Branches in reference and for circulation)

Mono County Law Library Services include:

- ◆ Access to Westlaw accounts for 2 users simultaneously at Bridgeport and Mammoth Lakes Libraries (including):
 - Primary Law with KeyCite®: All —California (WestlawNext™;)
 - All Federal Cases (WestlawNext™;)
 - All State Case Law (WestlawNext™;)
 - California Analytical Library (WestlawNext™;)
 - Federal Materials — California (WestlawNext™;)
- ◆ Staff
 - Respond to reference questions *when appropriate*
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 - Guide the public to self-help law books at all Mono County Libraries

Additional Information:

- ◆ The cost of West Law accounts has increased significantly in the last couple of years. The Library currently pays \$825 per month for the subscription. As we discussed last year, the Library is not renewing our contract for this service. The subscription expired on January 31, 2016.
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- ◆ On occasion the Law Library receives donations of single volumes of codes.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2016

Departments: Information Technology

TIME REQUIRED 5 minutes

PERSONS Nate Greenberg

SUBJECT Adoption of Information Security
Framework

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The IT Department seeks to adopt internal security policies and formally implement an Information Security Program for Mono County. This action demonstrates a commitment to security and establishes a roadmap to improve the overall level of maturity relative to IT security.

RECOMMENDED ACTION:

Approve the Department's adoption of internal technology security policies and an Information Security Program that will be overseen and updated by the IT Director as industry standards evolve.

FISCAL IMPACT:

None.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Information Security Program overview](#)

History**Time**

9/7/2016 5:47 PM

9/7/2016 8:16 AM

9/9/2016 9:01 AM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
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Nate Greenberg
Information Technology Director

August 24, 2016

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Mono County Information Security Program

Recommendation

Adopt the CCISDA Information Security Program as outlined in the attached document and authorize the IT Director to implement associated security policies.

Discussion

The IT Department seeks to adopt internal security policies and formally implement an Information Security Program for Mono County. This action demonstrates a commitment to security and establishes a roadmap to improve the overall level of maturity relative to IT security.

The Information Security Program the IT Department seeks to implement was developed by the California County Information Services Directors Association (CCISDA), which is the official organization of county IT Directors and Chief Information Officers in the State of California. The Association released its first set of “Best Practices for Information Security” in March 2002 and recently updated them in April 2016. Following these policies and procedures ensures that Mono County will be in compliance with State and Federal regulations.

Fiscal Impact

None.

Strategic Plan Alignment

2016 – 2017 Mono County Focus Areas

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

IT Strategic Initiatives

- I. Business Operations and Efficiency
- II. Communications, Broadband, and Accessibility
- III. Infrastructure Resiliency and Security

**Overview of
California Counties IT Policies for the
Countywide Information Security Program**

**CCISDA Information Security Forum
April 2016**

Contributing Authors and Adviser's to County Information Security Program

County of Napa	Greg Bown, Chief Information Security Officer
County of Sacramento	Joseph Sellner, Senior Analyst, Information Security Office
County of Shasta	Michael Johnson, IT Services Manager
County of Napa	Gary Coverdale, Retired CISO
CCISDA ISF Adviser	Kevin Dickey, Founder CCISDA ISF

We wish to express our warm thanks to Megan Tregor of the County of Sacramento who generously contributed her time and expertise to editing this document.

Special Thanks to CCISDA Information Security Forum Members from:

County of Calaveras	County of Riverside
County of Colusa	County of Sacramento
County of El Dorado	County of San Bernardino
County of Fresno	County of San Joaquin
County of Kern	County San Luis Obispo
County of Kings	County of Santa Barbara
County of Lake	County of Santa Clara
County of Los Angeles	County of Santa Cruz
County of Marin	County of Shasta
County of Monterey	County of Sonoma
County of Napa	County of Stanislaus
County of Nevada	County of Sutter
County of Placer	County of Tulare

Information Technology Policies of an Information Security Program

An Executive Perspective

Introduction

With the demand for information in today's world, and the ability for technology to improve communication and access to that information, the more complicated our IT environments become, and the more difficult it is to protect infrastructure.

Simply put, today's IT systems are robust. Gone are the days where IT systems were simple to administer, using a standard (typically one vendor) set of software and hardware. With the decentralization of software and hardware, and vendor competition, IT staff has had to become experts in a whole host of various systems and architectures. Included in this complexity are a world of 'hackers' who want to be successful in the penetration of our IT systems for financial gain or notoriety. To complicate things further, a modern-day vendor base exists that has yet to agree on industry standards.

As a result, today's IT organizations are being forced to adopt best practices and policies that lower their overall risk while maintaining a certain level of functionality. As California Counties, the standards and expectations that are imposed upon us are relatively the same. As such, it is reasonable to adopt common policies which reflect concurrence among information security professionals and industry experts. These policies, drafted by the California Counties Information Services Directors Association's (CCISDA) Information Security Form (ISF), are meant to ensure the IT organizations within each County meet state and federal regulatory compliance and avoid unforeseen risks.

This newly drafted set of policies are similar to the April 2003 in concept, however, have a more targeted group of impacted staff with rigorous standards and requirements that need to be met. These policies will allow IT organizations to build and maintain an infrastructure that is stable and robust, and ultimately ensures that County departments can maintain services to their citizenry.

Finally, these policies provide IT organizations with both strategic roadmap and set of tactical plans that moves the organization to a more secure, stable, and compliant position which is measured against an ever evolving set of standards.

Success in this area will not only require diligence and skillful implementation from the IT Department, but executive sponsorship and organizational commitment. For this reason the Information Security Program is being presented to your Board.

Purposes of IT Policies

The main purpose of an information technology policy is to inform all impacted parties (primarily the IT staff), of their obligatory requirements for protecting technology and information assets. The policies should help identify the procedures through which these requirements can be met, while simultaneously providing a baseline from which to acquire, configure and audit computer

systems and networks moving forward. At the most basic level, these policies are intended as a set of guidelines and procedures for how IT staff implement technology.

Implementation

Each county in California can use these policies to supplement their existing Countywide Information Security Program, or as the Information Security Program itself. This document will serve every county that adopts them, in one form or other, to foster, build and maintain both effective and efficient methods of safeguarding IT assets under county control. The policies outlined are considered to be the minimum number of policies required for a local government IT security initiative.

The Policies

The policies contained in this document are based on NIST 800-53 Rev. 4, Security and Privacy Controls for Federal Information Systems and Organizations. NIST 800-53 Rev. 4 is a framework and regulatory document, encompassing the processes and controls needed for a government-affiliated entity to comply with Federal Information Processing Standard (FIPS) 200. NIST 800-53 Rev. 4 has been recently updated to reflect the evolving technology and threat space.

NIST 800-53 Rev. 4 contains three levels of controls: Low, Moderate and High. The policy templates were derived from the 'Moderate' controls since 'Low' was considered too weak and 'High' too onerous for many Counties. Counties may deem the implementation of some controls not-feasible due to current political, fiscal, or technical reasons. To accommodate this possibility, the templates were written to allow for the removal of controls without affecting the policy as a whole.

This framework was chosen as the basis because both the State of California and Federal institutions point to it as a standard. As such, compliance with these policies simultaneously ensures compliance with existing MOUs and agreements between the State and Federal agencies.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2016

Departments: Information Technology; County Counsel

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING** Nate Greenberg

SUBJECT PC & Cell Phone Policy Updates **BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

In an effort to standardize and modernize policy language surrounding the use of computers and mobile devices (including cellular phones, smartphones, and tablets), the Information Technology Department and County Counsel have updated both the Mono County PC Policy and Mono County Cell Phone Policy. This item is to present these policies and seek adoption by the Board.

RECOMMENDED ACTION:

Adopt proposed resolution #R16-___, approving Version 3 of the IT Standards and Policies, which replaces and supersedes Version 2 of the PC Standards and Policies, the County Cell Phone Policy, and certain provisions of the Personnel Rules pertaining to the use of computers and mobile devices. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
9/14/2016 5:07 PM	County Administrative Office	Yes
9/12/2016 1:03 PM	County Counsel	Yes
9/8/2016 6:06 PM	Finance	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

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(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

August 24, 2016

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Mono County PC and Cell Phone Policy updates

Recommendation

Adopt Version 3 of the IT Standards and Policies.

Discussion

Mono County Department of Information Technology has made substantial updates and revisions to the IT Standards and Policies Manual governing PCs and Cell Phones. Deemed Version 3, this revised set of policies addresses acceptable use, clearly defines technology standards, establishes roles and responsibilities, establishes security expectations, and unifies disparate policies that relate to email and cell phone use. Furthermore, the policies define and support the modern utilization of technology within Mono County and brings the County into compliance with third party vendors and new laws.

This replaces the Version 2 of Mono County PC Policies and Procedures that was last revised in 2003, and a separate Cell Phone Policy. Since that time, considerable changes have been made to the operating environment and technology utilized at Mono County. As a result, our current practices are not supported by that set of policies. This new manual remedies that discrepancy.

Fiscal Impact

None.

Strategic Plan Alignment

2016 – 2017 Mono County Focus Areas

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

IT Strategic Initiatives

- I. Business Operations and Efficiency
- II. Communications, Broadband, and Accessibility
- III. Infrastructure Resiliency and Security



R16-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING VERSION 3 OF THE INFORMATION TECHNOLOGY STANDARDS AND POLICIES, WHICH REPLACES AND SUPERSEDES VERSION 2 OF THE PC STANDARDS AND POLICIES, THE CELL PHONE POLICY, AND CERTAIN PROVISIONS OF COUNTY PERSONNEL RULES PERTAINING TO TECHNOLOGY USE

WHEREAS, in an effort to standardize and modernize policy language surrounding the use of computers and mobile devices (including cellular phones, smartphones, and tablets), the Information Technology Department has updated both the Mono County PC Policy and Mono County Cell Phone Policy; and

WHEREAS, the Board of Supervisors wishes to adopt the updated Standards and Policies, as stated in Version 3 of the Information Technology Standards and Policies, *attached hereto as an Exhibit* and incorporated by this reference;

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

SECTION ONE: Version 3 of the Information Technology Standards and Policies is hereby approved and adopted as a policy of Mono County.

SECTION TWO: The IT Standards and Policies adopted by this resolution shall supersede and replace the following, which shall be of no further force or effect: (1) Version 2 of the PC Standards and Policies adopted in 2003; (2) the County Cell Phone Policy adopted in 2008; (3) Section 470 of the Mono County Personnel Rules pertaining to Computer/Electronic Mail/Voice Mail/Internet Policy; and (4) Section 342 of the Mono County Sheriff's Department Policy Manual pertaining to Department Technology Use.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

INFORMATION TECHNOLOGY STANDARDS & POLICIES

MONO COUNTY & TOWN OF MAMMOTH LAKES, CA



PRODUCED BY

Mono County Information Technology
437 Old Mammoth Road, Suite 228
PO Box 7657
Mammoth Lakes, CA 93546

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PURPOSE OF POLICY

Mono County recognizes the value of information and the technology which we utilize in order to carry out daily business. Coupled with the laws and standards which regulate information maintained by a local agency, these policies are intended to clearly define appropriate use and indicate best practices.

The policies contained in this document are intended to be for the greater Authorized User community. In addition to this policy set, the IT Department reviews, develops, adopts, and implements a set of 'internally facing' policies that ensure overall Agency compliance with State and Federal regulations.

This manual was developed based on the unique set of operating conditions present in Mono County and the Town of Mammoth Lakes, while being aware of how other California municipalities operate. The policies are in alignment with the International Organization for Standardization ISO/IEC 27002 (Code of Practice for Information Security Management framework) and are considered to be in effect twenty-four hours a day, 365 days a year.

ROLES & RESPONSIBILITIES

Given the value and demand on the technology resource at the agencies, it is imperative that Users abide by an ethics standard that ensures that the IT department can keep systems running and ensure a safe, efficient, and effective system to work within. It is the responsibility of all County and Town personnel, elected officials, contractors, and visitors to ensure that technology is used appropriately, and that the policies, standards, and expectations expressed in this manual are followed.

Information Technology Department (IT Department)

The Information Technology Department (IT) is centralized within Mono County and the Town of Mammoth Lakes. Mono County employs a staff of IT Specialists who provide front-line support for hardware, software and technology services to Mono County, Mono County Sheriff, the Town of Mammoth Lakes, and the Mammoth Lakes Police Department (collectively referred to as "the agencies"). IT staff respond to requests for service, develop and manage various technology projects, and provide leadership, oversight, or technical direction during the implementation of new technology. IT staff also ensure the appropriate use of technology through monitoring and training, and as defined in this manual, including:

- Demonstrating best practices in technology use and information management
- Providing front line support and user training
- Making appropriate technology recommendations to the agencies and its departments
- Upholding and enforcing IT and security policies

Department Heads & Managers

Department Heads and Managers are responsible for ensuring that staff working under them understand and comply with the policies and standards set forth in this manual. This includes, but is not limited to:

- Ensuring all Users of agency technology and information are made aware of these standards and policies
- Enforcing IT and security policies by reporting any unauthorized or inappropriate use of technology and information to the IT Department
- Ensuring that their staff have the training and support necessary to perform their job
- Budgeting appropriately for the implementation and maintenance of technology within their department
- Responding to IT queries regarding the implementation of technology and information within their department

Authorized Users

Authorized Users or Users are the lifeblood of the organization and are daily users of technology and associated information. In order for the agency to be successful in business operations, it is imperative that Authorized Users (Users) be appropriately trained, qualified, and able to use technology in a manner that is compliant with the Agency standards and policies contained herein.

POLICY #1: USE OF TECHNOLOGY

This section defines the ways in which technology is used in the organizations, acceptable use, considerations, constraints and applications.

1A. Acceptable Use of Accounts, Network and Equipment

Staff are expected to exercise responsible, ethical behavior when using technology, as defined below:

1A.1: Responsibility for Accounts: Each User shall be assigned an account with a standardized login. Users are solely responsible for all usage of the assigned account. Authorized Users shall only access the computer accounts that have been authorized for use by the Agency. The unauthorized use of another User's account, or providing of false or misleading information for the purpose of obtaining access to computing, is prohibited.

1A.2: Confidentiality of Logon Credentials: Authorized Users shall not share their logon credentials with anyone other than IT staff immediately assisting with a support issue. Should a User require access to a colleague's account, written authorization is required from the Department Head(s) and the CAO. Access will be granted through the sharing of said User's data by *mapping* to the User's stored information, rather than allowing for impersonation of that User.

1A.3: Data Restricted to Authorized Users: Former employees and other unauthorized users are forbidden from accessing or storing Agency data or accounts.

1A.4: Unlawful Purposes Are Prohibited: Accounts and devices are to be used for lawful purposes only. Prohibited use of Agency equipment includes but is not limited to: downloading or installing fraudulent material or software, transmitting offensive or disruptive information or material, or intentionally damaging the system. Use of the Agency network to gain unauthorized access to other areas of the network or systems to which it is connected is strictly prohibited under this policy and the Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. § 2510.

1A.5: Duty to Report Misuse: Any known misconduct or violation of policies shall be reported to the IT Department immediately. Authorized Users are also encouraged to report any information relating to a security concern, flaw or similar issues, upon discovery.

1B. Use of Agency Owned Devices (AOD)s, Provided Equipment, Networks, and Storage

All equipment and data provided to Authorized Users are considered Agency property and intended for business use only. Users are expected to use equipment properly and respectfully and for the purposes for which it was intended.

1B.1: Assignment of Equipment: Prior to the commencement of employment, a Department Head or Manager may request that a PC be assigned to an employee and access granted to agency technology resources. Additionally, employees may be assigned an Agency Owned mobile device (such as a cellular or smart phone) for their regular job duties. Upon termination, all AODs must be returned to the County.

- PC acquisitions must comply with Policy 3C.
- Assignment of Agency Owned Mobile Devices is further outlined in Appendix I.

1B.2: No Expectation of Privacy: Authorized Users have *no* right of privacy when using an Agency Owned Device (AOD) or other provided technology, or while utilizing the Agency network. The IT Department monitors network traffic and devices for irregularities or illegal usage. Department Heads, managers and the IT Department (as authorized by the applicable department director) reserve the right to enter, search and monitor computer files, emails and web activity of any employee without advance notice. Data that is created, stored, or received may be accessed by IT staff at any time in order to ensure network and data integrity, monitor work flow or productivity, investigate theft or other misconduct, or inspect for unauthorized disclosure of confidential business or proprietary information or concerns of personal abuse of the system.

1B.3: Access Is for Work-related Purposes: Access to the Agencies' network, Internet connection, and storage is provided to Users for work-related purposes. Personal use of the Internet may be allowed by a Department Head . Any such use should be: (a) confined to any use that is absolutely necessary; (b) kept to a minimum and be focused; (c) to the extent practical, performed on breaks or lunch time rather than during work time.

1B.4: Access Does Not Confer Work Authorization: Access to, or use of, an AOD does not imply supervisor or Department Head approval for working outside of normal working schedule or receiving compensation for time worked.

1B.5: Use is for Job Duties: Computers, devices, and similar equipment provided to Users shall only be used for performing regular job duties. Downloading or storage of personal files on Agency PCs or storage devices is prohibited. This includes pictures, music, or other documents. Agency Owned Equipment may not be used for personal business (such as using the internet for research, printing personal documents, etc.) unless specific authorization is given by a Department Head and the IT Director.

1B.6: Do Not Remove Equipment Without Permission: Agency Owned Devices and equipment shall not be removed from the premises without prior authorization from IT. The assignment of a portable computing device (such as a laptop, tablet, or mobile device) implies such authorization.

1B.7: Mobile/Portable Devices Must Be Encrypted and Passcode Protected: An Authorized User may be provided with a mobile or portable Agency Owned Device (AOD) for certain business purposes. The device will be encrypted and a passcode required. IT will have the ability to monitor, restrict, access, and enforce use of the device. All other policies governing technology apply to Agency Owned Devices.

1B.8: Permission is Required for Software Installation: Users are prohibited from installing any software onto an Agency computer or device without gaining prior approval from the IT Department. All software installation and use must conform to licensing restrictions set forth by the vendor. Using products that are not appropriately licensed by the Agency or otherwise violate the rights of any person or organization is strictly prohibited.

1B.9: Do Not Tamper with Devices or Data: Users shall not alter or tamper with any Agency devices or data systems for any purpose. Any hardware issue or failure shall be reported to the IT Department immediately.

1B.10: Procedures in the Event of Loss or Theft of Device: If an AOD is lost or stolen, the loss or theft must be reported immediately to the IT Department so that appropriate steps may be taken.

1B.11: Follow State and Federal Laws Regarding Driving: Users must comply with all State and Federal laws governing use of mobile devices, especially those pertaining to use of mobile devices when operating vehicles or machinery.

1C. Use of Personally Owned Devices (PODs) for Agency Business

In certain circumstances it may be appropriate or necessary to utilize a Personally Owned Device (POD) for business purposes. PODs include, but are not limited to: computers, tablets, phones and other computing devices that may be connected to the Agency's network, file, or email system(s). The following rules apply:

1C.1: Devices Must Be Encrypted and Passcode Protected: Any POD that has access to an Agency mailbox mounted natively or has Agency data stored locally on the device must be password protected and encrypted. If the Authorized User accesses email through a web browser or files through a Virtual Private Network connection (VPN) and they are not stored on the device, a passcode is not required, but is recommended.

1C.2: HIPAA: Any POD used for business within a Health & Human Services Department (HIPAA covered Agency), law enforcement, or Emergency Services function, must be encrypted, must be password protected, and the User must abide by standards, laws, and regulations of HIPAA.

1C.3: Permission for Remote Access Required: Personal computers may not be plugged directly into the Agency network via Ethernet without prior authorization from the IT Department. Users may not connect PODs to the Public or Guest wireless network provided by the Agency at any time without prior consent.

1C.4: Network Use and Virus Protection: Any computer directly connecting to the Agency network must have current virus protection software on it.

1C.5: IT Support Will Be Limited: The IT Department will not provide any front-end User support for any POD unless the User is included on the Mobile Device/Cellular Stipend Program (see Appendix II) and support is needed for specific business purposes.

1C.6: Agency Not Responsible for Damage: The Agency will not repair or replace a POD if damaged while being used for Agency business. Protection of Personally Owned Devices from theft or accidental damage are the responsibility of each owner.

1C.7: Procedures in the Event of Loss or Theft of Device: If a device with Agency email or data on it is lost or stolen, the loss or theft must be reported immediately to the IT Department so that appropriate steps may be taken. The IT Department reserves the right to remotely remove the agency mailbox or wipe the device if it is directly connected to the Agency network and security has been compromised.

1C.8: Access Does Not Confer Work Authorization: Use of a POD for work purposes or Agency email access on the POD does not imply supervisor or Department Head approval for working outside of normal working schedule or receiving compensation for time worked.

1C.9: Stipends and Expectation of Access: A Department Head or Manager may determine that the use of a POD is necessary for an employee to perform their regular job duties, and authorize a stipend for that employee. In these circumstances, the Agency may expect a reasonable amount of access to the Authorized User (e.g. responding to calls or texts within the constraints of normal working schedule) or to the device (e.g. ask to have certain apps installed, use of camera, text messaging, etc. for job purposes).

- Assignment of Agency Owned Mobile Devices is further outlined in Appendix I.

1C.10: State and Federal Laws Apply: Users must comply with all State and Federal laws governing use of a Personally Owned Device, especially those pertaining to use of mobile devices when operating vehicles or machinery.

DEVICE OWNERSHIP AND MANAGEMENT MATRIX		
CATEGORY	AGENCY OWNED DEVICES	PERSONALLY OWNED DEVICES
Device Type	No Restrictions	No Restrictions
Wireless Carrier	Verizon (unless otherwise justified)	No Restrictions
Use Restrictions	Agency business only	No Restrictions
Security Requirements	Passcode & device encryption Mobile Device Management	Passcode required on device
IT Authority	Ability to monitor, restrict, access, and enforce. Remote wipe if device lost.	Limited Authority Remove mailbox or remote wipe if lost

Diagram 1: Differentiation between Agency Owned and Personally Owned Devices relative to management and control.

POLICY #2: SECURITY AND ACCESS

Recognizing that technology and secure information are critical for government operations, it is imperative that IT and Users collaborate to minimize vulnerability of the network, devices, and systems of confidential information.

2A. Physical Security and Protection

2A.1: Network Access and Agency Offices Must Be Secure: Access to Agency Owned or Personally Owned Devices attached to Agency network shall be restricted to Authorized Users only. Offices with such devices in them should be secured with physical locks whenever not occupied by Agency staff and monitored during normal business hours. Authorized Users are forbidden to leave mobile devices containing Agency information in locked vehicles at any time.

2A.2: Passcode Protection and Default Locking Required: Agency devices shall all be secured with a standard login method consisting of at least a username and confidential password. Devices attached to the Agency network are set to automatically lock after a specified amount of inactivity. However, Users should manually lock their device (Ctrl+Alt+Delete > Lock) whenever they step away, especially in areas to which the public may have access.

2A.3: Monitor Publicly Accessible Devices: Devices which are accessible to the public (such as kiosks, conference room computers, etc.) shall be physically secured and directly monitored by Agency staff whenever in use by the general public.

2A.4: Unauthorized Access and Use Prohibited: Authorized Users may NOT allow unauthorized users to access agency network, AOD, or agency data/information at any time.

2A.5: Security Trainings: Agency staff must attend at least one security training offered by the IT Department annually.

2B. User Accounts and Passwords

2B.1: User Accounts: The IT Department will establish a unique account for each Authorized User of the Agency's system(s). The Authorized User will create a unique password which only they know, and change it as required by IT. Passwords are required to be complex and unique and meet criteria established by the IT Department based on guidelines from the Department of Justice, HIPAA Rules & Regulations, or other compliance based policy set. For certain Users, especially those who have access to high value data or critical systems, additional security measures such as Multi-Factor Authentication may be required.

2B.2: Passwords Shall Be Kept Confidential: Users shall not distribute their passwords to anyone (including IT staff), nor provide any other User, vendor, or agency with information on accessing the Agency network. Any such requests must be referred to the IT Department. Passwords shall not be written down nor stored near workstations as they may be discovered and used to gain access to an account.

2C. Network & Data Security and Incident Reporting

2C.1: Network Access: Only devices authorized by the IT Department may be directly connected to the Agency network—this includes PODs, any device which has direct or VPN access, or otherwise provides a means for an outside party to gain access to the Agency network.

2C.2: Internet Access: In order to avoid possible virus or malware infection, Authorized Users should restrict use of the Internet to reputable websites that are known and trusted. The Agency reserves the right to moderate or restrict Internet traffic.

2C.3: Virus Protection and Encryption: Computers and devices connected to the Agency network must use encryption, have a virus protection application installed and be up to date with virus definition files. The IT Department will install these programs. Users shall not tamper with these programs.

2C.4: Report Known Issues & Suspected Concerns Immediately: Users must immediately report any known or suspected information security incident (such as virus/malware infection, data breach, or other system vulnerability) directly to the IT Department. IT shall treat such an incident as an **Emergency** matter (see 3B.2). Any concern regarding virus infection, data breach, or other circumstance in which an Authorized User's computer begins operating abnormally shall be reported to the IT Department immediately.

2C.5: Data Classification: Data stored on the Agency network in departmental shared folders should be classified in one of the three following categories:

Public: Information that is to be made available to the general public. Data in this category will be made accessible in a read-only format and should be stored on the **"X:\"** drive.

Restricted: Information that requires special precautions to protect from unauthorized use and is typically not to be disclosed to the general public, and potentially not to other departments. Any request for data of this type must first be approved by a Department Head. All data in this category should be stored on the **"Y:\"** drive in an appropriately named sub-folder.

Confidential: Information that is protected by law from use and/or disclosure shall not be provided to any requesting party without first receiving permission from legal counsel. This data shall be stored in permission-protected folders on the **"Y:\"** drive, **with access limited** to only those who need the information on a regular basis.

2C.6: Cloud-based Storage: The IT Department recognizes the value of Cloud-based storage solutions but only allows usage of select providers (e.g., Microsoft Government Cloud). Users shall not establish personal or departmental Cloud storage accounts with other providers.

2C.7: Data Release: Distribution of any data to a requesting party (internal to the Agency or an outside individual/entity), who is not otherwise authorized to directly access that data, must first be cleared by the Department Head who oversees the data.

2D. Remote Access

The IT Department understands the business need and value in offering remote access to Agency systems and networks. The authorized means of doing so are described below. Remote access is defined as accessing the Agency network by either an AOD or POD.

2D.1: Unregulated Remote Access: The IT Department allows users to access certain ‘basic’ Agency data and resources through standard web-services.

Prior Authorization Required	None
Usage Examples	Webmail, agency website, other web-based resources
Limitations & Restrictions	No limitation on AOD or POD

2D.2: Regulated Remote Access: For Authorized Users who require more functionality, the IT Department may provide the tools which allow for accessing specific applications or actual desktops remotely.

Prior Authorization Required	IT Setup
Usage Examples	Citrix (remote desktop / specific application access)
Limitations & Restrictions	No limitation on AOD or POD

2D.3: Native/Direct Access: For Authorized Users working with an AOD (such as a laptop computer) but need Agency network resources, Virtual Private Network (VPN) access can be setup. Vendors who need direct access to systems for maintenance tasks will be connected via a desktop support appliance.

Prior Authorization Required	Department Head & IT Director approval
Usage Examples	VPN (Authorized Users); Bomgar (Vendors)
Limitations & Restrictions	See policies below

2D.3A: Unless specifically authorized by the IT Department, only Agency Owned Devices (such as laptops) may be connected to the Agency VPN. If the computer connecting is not an AOD, it must be secured with a password that is not stored or remembered by the device or VPN connection.

2D.3B: Users take responsibility that no unauthorized user gains access to the computer or VPN connection.

2D.3C: Navigating or ‘surfing’ the web shall be limited strictly to work related topics & sites while connected to the VPN.

2D.3D: The computer with the VPN connection in place must have up-to-date virus protection/software.

2E. Loss, Theft, or Disposal of Equipment

2E.1: Immediate Reporting of Lost Devices: Authorized Users shall immediately report to their Department Head and the IT Department the loss or theft of any Agency Owned Device or Personally Owned Device with access to Agency systems.

2E.2: Reserved Right to Remote Wipe: IT reserves the right to delete the email box from or remote wipe any AOD or POD with access to Agency systems in the event of:

- a. Loss or theft of device
- b. Use by unauthorized user or former employee to access or store Agency data.

In such instances, the County will not be liable for any personal data that is lost in the process.

2E.3: Disposal Procedures: Prior to the disposal of any computer or device, IT staff shall remove all Agency data. Retired devices will be treated as e-waste and disposed of through recycling programs.

POLICY #3: SERVICE, STANDARDIZATION, AND PROCUREMENT

The IT Department provides support for all employees of Mono County and the Town of Mammoth Lakes, and handles all procurement of technology and software via a *Centralized Information Technology model*. The IT Department responds to support requests between 7am and 5:30pm Monday through Friday (excluding County holidays). After hours or on weekends & holidays, support requests may be opened for Emergency issues by emergency services or law enforcement agency staff, or any Department Head with an issue which cannot wait until the next business day due to a mission-critical support need. In these situations:

1. An IT technician will call back within two (2) hours of the initiated support request
2. An IT technician will attempt to work on the issue within 24 hours

3A. Technology Standards and Support Requests

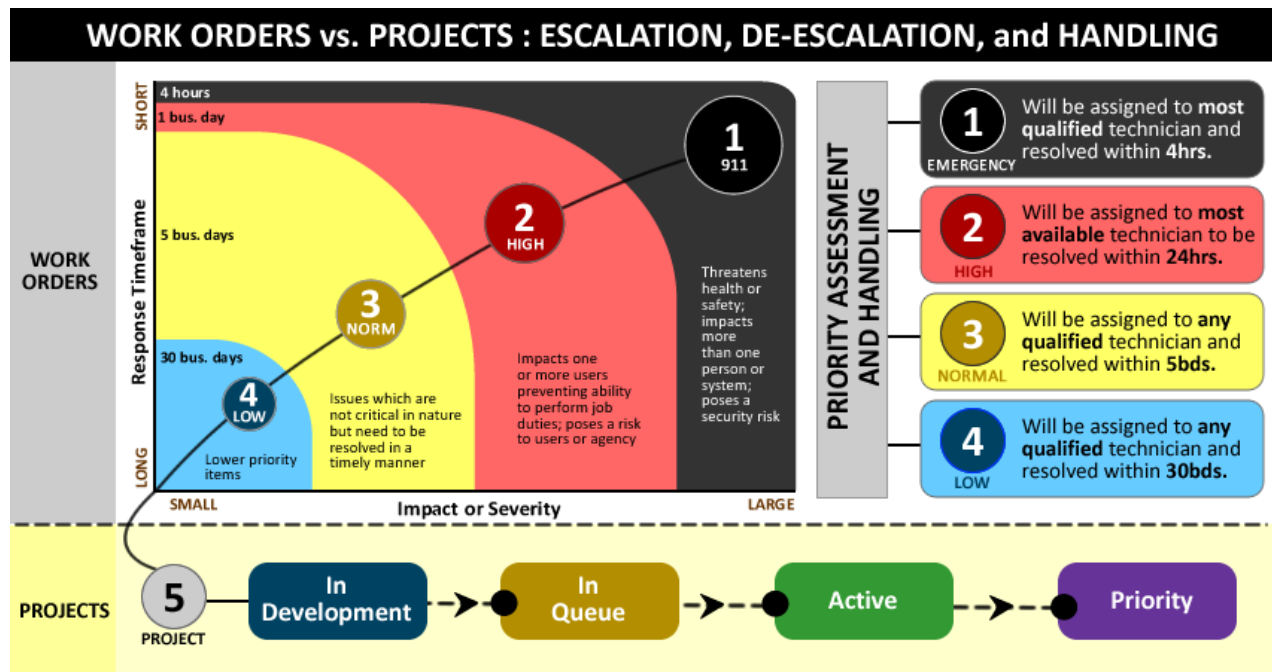
3A.1: Standardized Equipment: In order to provide quality support, the IT Department orders standard Windows-based PC computers and peripheral devices with which we have existing experience. For more information on procurement processes or standards, see Policy 3C.

3A.2: Tier 1 Support: IT Service is provided to all Authorized Users of Agency Owned equipment and for certain pieces of software and information systems for which there is no vendor support. Service shall not be performed by non-IT staff unless authorized in writing by the IT Department.

3A.3: Requests for Support: Requests for service shall be submitted to the IT Department through one of the following methods:

1. Email support@mono.ca.gov. Include in the subject line the nature of the support request and any provide additional information in the body of the message. This automatically generates a work order.
2. Call the IT Support Line at (760) 932-5500 (or x5500 from inside the County phone network) and follow the phone prompts to speak with a staff person or leave a message. Please call the IT Support Line for any **Emergency** or **High** Priority support issues.
3. 'Walk-in'—these must be entered into the queue before being worked and will be treated in the same manner as a phone or email request.

3A.3: Service Level Agreement: Requests The IT Service Level Agreement (SLA) gives priority consideration to Work Order tickets and other identified IT issues that affect more than one person, impact hard deadlines, or otherwise inhibit a User to perform his/her job.



*By default, all work orders are automatically classified as Normal unless otherwise specified or determined
 Note: Purchasing requests are typically handled within three weeks (See Policy 3C)

3B. Procurement and Technology Replacements.

The IT Department is responsible for coordinating the purchasing of all technology hardware and software. The IT Department recognizes that each department and User has unique and individual needs and will work closely with Department Heads and staff to ensure adequate equipment is procured.

3B.1: Purchase Requests: All technology purchases shall be placed only by IT staff. Department Head/Manager approval (with budgetary authority to make the technology purchase) is required before purchase is considered authorized. Purchase requests should include: (1) the business purpose of the intended purchase, (2) the account or fund that the charge can be made to, and (3) an official authorization to purchase.

3B.2: Maintenance and Upgrades: The IT Department exercises its best effort to keep computers in good working condition, and replace technology that is old or failing. Computers and technology installed within the Agency are of standard make and model, with rare and specific exceptions.

3B.3: Installations and Replacements: PC installations and replacements are handled automatically by IT staff on a three to five-year cycle pursuant to the IT Department's Infrastructure Replacement Program (IRP). IT will determine, purchase, and install machines appropriate for each User based on job demands.

- a. PCs are required to be replaced when they reach 'end of life'. Prior to the beginning of each fiscal year, IT will review all PCs in service and provide Department Heads with an assessment of required PC replacements for the following year and the corresponding budget.
- b. If a department uses grant funds to purchase PCs, they may choose to not 'enroll' a PC into the IRP. Instead, departments will be required to pay the actual invoice amount for each device being purchased that fiscal year.

ACCEPTANCE, COMPLIANCE, AND ADVERSE ACTION

The IT Standards and Policies are presented to Authorized Users at time of hire and are accepted prior to users being provided with Agency technology resources. Policies will be reviewed and updated on an annual basis and users will be presented with an Acceptance of Terms acknowledgement when logging on to Agency computers.

An Authorized User's acceptance of the IT Standards and Policies implies they are in agreement of and consent to:

- a) Understanding and compliance of these Standards and Policies
- b) Adhering to guidelines and recommendations pertaining to security
- c) Complying with data management guidelines and directions
- d) Protecting sensitive information against loss, unauthorized use/access, and disclosure
- e) Using agency technology and information only for appropriate and approved purposes
- f) Abiding by copyright and licensing laws for software and data
- g) Reporting any known or suspected security incident or policy violation
- h) Not engaging in any act which violates federal, state, or local laws, or policies set forth in this manual

It is each User's responsibility to immediately notify the IT Department any known violations to this policy. Depending on the severity of the infraction, access to Agency resources may be wholly or partially restricted until a long-term remedy is put in place.

Failure to comply with this Policy Manual may result in disciplinary action up to and including termination of employment, in accordance with the applicable disciplinary rules of the County or Town.

EXCEPTIONS

Requests for exceptions to this Policy Manual must be reviewed by the ITSC and approved by the IT Director. The request must specifically state the scope of the exception along with justification for granting the exception, as well as the potential impact or risk.

POLICY MAINTENANCE

This policy manual is subject to review and modification on an annual basis (unless otherwise deemed necessary) by the ITSC.

DEFINITIONS

Agency Owned Device (AOD): These are mobile computing devices, including smartphones and tablets, which are purchased and owned by the County and issued to employees specifically for business or work purposes.

Business Use: Work-related responsibilities required by an employee's or an elected official's position.

Cellular Phone Costs: Identification of costs specifically associated with cell phone call expense and that a portion of such expense can be attributed specifically to County work and to the benefit and convenience of the furtherance of County use. Costs may be derived before the fact as within a committed cell phone use plan with a service provider, a 'cost per minute' plan or a 'pre-paid' by the minute plan.

Data Access Costs: Identification of costs specifically associated with Internet access expense and that a portion of such expense can be attributed specifically to County work and to the benefit and convenience of the furtherance of County use. Costs may be derived before the fact as within a committed Internet service plan with a data service provider, a 'cost per minute' or 'cost per bandwidth' plan or a 'pre-paid' by the time or bandwidth usage plan. The data service plan may or may not provide for a 'business' or 'enterprise' E-mail corporate access plan for access to the County Enterprise E-mail system.

Information Technology Steering Committee (ITSC): The Information Technology Steering Committee (ITSC) is a group of Department Heads, managers, and IT staff from the County and Town who help oversee and provide direction regarding the appropriate use of technology and information within the agencies. The ITSC helps to ensure that resources are used effectively within the organization in order to facilitate business operations and provide a positive experience for Users and constituents.

The ITSC assists with:

- Proposing and developing technology and information standards, policies, and guidelines
- Annually reviewing the Information and Technology Standards and Policies Manual
- Participating in strategic planning discussions about technology and information
- Bringing forward technology recommendations within core business areas relative to their subject matter expertise
- Providing input and feedback for organization-wide technology projects

Mobile Device: Device that provides an "always-on" end-to-end solution, combining hardware, software, and wireless connectivity, offering a complete email, messaging, organizer, Internet, and/or cellular phone solution. The device includes the adapter, battery pack and includes other equipment specific to the device used for County business purposes. A mobile device solution provides the ability to securely connect said device to the County's internal network and access County enterprise systems, technology, data, and information.

Personally Owned Device (POD): Also referred to as Bring Your Own Device (BYOD), these are mobile computing devices including smartphones and tablets which are owned by the employee and voluntarily utilized for work purposes.

Vendor: Any 3rd party contractor or consultant who sells goods and services to the Agency and is responsible for providing some level of support and assistance for those products.

APPENDIX I: AGENCY OWNED [MOBILE] DEVICES (AOD)

County departments may issue mobile devices for use with specific applications that support the mobile worker working in an outside environment. The mobile device may:

- Store agency data on directly on it;
- Connect back to the County network via a secured, remote connection;
- Connect to the Internet and access a Cloud supported service;
- Access County data internally or hosted in the Cloud.

A. Policies and Regulations:

Agency Owned Devices may be requested by Department Heads and issued to specific staff, or used as a shared device for a specific business need within a department.

- Use of any AOD is governed by Policy 1B as defined in the Information Technology Standards and Procedures.
- Assignment of or access to an AOD does not imply authorization for employee to work after hours or collect compensation for Over Time work which was not been pre-approved.

B. Department Head Responsibility:

Agency Owned Devices may be issued to employees for business use. Once issue, it is the responsibility of the employee and Department Head or Manager to ensure that:

- The devices are physically secured when not check out to an employee;
- Clear and complete use regulations, expectations, and impact thereof have been established, documented, and communicated to the employee before device has been distributed;
- Devices are properly logged when checked out and receiving back into physical custody of department;
- Department and its assigned user have agreed to maintain device in its originally configured state and that no additional applications, data, or connections will be added to the assigned device without authorization of the IT Department.

C. Employee Responsibility:

- Use mobile device only for the specific purpose as designated by his/her department;
- Use the device's Internet service on for supporting research as designated by the employees given responsibility as designated by the issuing department;
- Employee is responsible for the physical security of the issued mobile device;
- Follow recommended procedures to properly maintain the device's battery life;
- Employee is responsible for protecting the data, information, connectivity, and only uses the mobile device for its designated and authorized use;
- Employee is expected to abide by all state and federal laws governing use of device including those which prohibit use while operating vehicles, equipment, or otherwise create unsafe situations;
- Make the device available for updates, software patches, or other maintenance work that ensures the device remains current and secure;
- Employee must read, understand, and sign the Mobile Device User Agreement (Appendix A).

D. Joint Responsibility:

Both the employee and the department are ultimately responsible for informing the IT Department of any issue with the device, including but not limited to:

- Damage to or loss of device
- Appropriate use of device

E. Acceptance of Policy:

Employees are required to review and sign the Agency Owned Device User Agreement and adhere to the policies set forth in the Mono County PC Policies which govern use of AODs.



Mono County Agency Owned Device (AOD) Authorization

As a user of a County Agency Owned Device (AOD), I understand that I am to use this device only for County business and that I am required to follow the policies as set forth in the Mono County Information Technology Standards and Policies.

I acknowledge that it is solely my responsibility to understand the rules and requirements to participate in this program and if any issues arise, or assistance is needed with the AOD issued to me, or any item in the set of policies governing use of this device, I will immediately contact Mono County IT for clarification.

I have read and agree to comply with the Mono County Information Technology Standards and Policies related to use of an Agency Owned Device.

Name _____ Mobile Device Type _____

Office Phone _____ Mobile Device Number _____

Date Implemented _____

Comments _____

Certification/Signature

Employee _____ Date _____

IT Approval _____ Date _____

Department Head _____ Date _____

Appendix II: Personally Owned Device (POD) /Bring Your Own Device (BYOD) STIPEND

Employees are permitted to use Personally Owned Devices (POD) for business or work purposes so long as they have been authorized to do so by their supervisor. If the Department Head determines that the use of a POD is required or necessary for performing their regular job and an AOD is not provided, the employee may be eligible for a stipend commensurate with the level and type of use of that employee's device.

A. Qualification Criteria

Department Heads shall consider the following criteria when determining qualification:

1. The nature of work assigned requires timely, business critical, two-way communication for which there is no reasonable alternative technology.
2. The employee provides emergency support and back-up from a mobile environment.
3. The necessity of a cellular phone or mobile device to insure the safety of the employee or others who may be at risk.
4. Need for the employee to immediately communicate with staff in the department and other agencies to coordinate programs or to provide adequate customer service for which a land line would not suffice.
5. The employee frequently works in the field where land lines and other primary radio or telephone communications are not available.

B. Use of Personally Owned Devices for business purposes

- The cellular phone is personally owned, and may therefore be used for both personal and business calls.
- Employees receiving a stipend must maintain an active cellular phone contract, with an add-on data plan (if necessary & approved), for the life of the allowance.
- Employees must provide their cellular phone numbers to the department, and agree to notify departments immediately of any changes to their cellular phone numbers or termination of their monthly service plans.
- There are no requirements to substantiate the business use of personally owned cellular phones. However, Department Heads may require employees to provide business usage documentation to validate the appropriateness of the monthly cellular phone allowance rates approved for the employees.
- Understanding that County information may be stored on certain devices, employees must follow basic security precautions, as outlined in Section 5C.
- Replacement or repair of the phone will be the responsibility of the employee who uses the phone.

C. Security for Personally Owned Devices

- If any agency data or information (including email or other records) are stored on the device, the employee must maintain a passcode on the device at all times.
- Device must be secured or in the possession of employee at all times.
- If an employee loses the device, the employee must immediately notify the Department Head and the Director of Information Technology.
- Device will not be altered (i.e.: 'Jail-broken') from its existing manufactured configuration and operating environment in an attempt to make device more flexible and/or more 'open' in accepting rouge applications and communications.
- Additionally, policies outlined in the Information Technology Standards and Policies Section 1C govern the use of Personally Owned Devices for business use.

D. Compensation

- The mobile device allowance is intended to cover the costs of personal mobile device cellular and data/Internet service expenses related to work duties.
- Initial purchase of the mobile device, accessory equipment, and activation fees and any long term contractual obligations will be the responsibility of the employee.
- The employee shall pay any costs exceeding the amount of the cellular phone and/or PDA allowance.
- No allowance will be paid when an employee is in an unpaid leave status or any other status except as an active employee.
- The County has established three tiers for the payment of monthly cellular phone allowance and a separate add-on allowance for e-mail and data service for PDAs based on anticipated or documented business usage.

Tier	Name	Definition	Payment
1	Limited Use Rate	This rate is appropriate for users with incidental or low usage level of up to 100 minutes per month	\$25.00
2	Standard Rate	This rate is appropriate for users with usage level between 101 and 400 minutes per month	\$35.00
3	High Use Rate	This rate is appropriate for users with anticipated or documented heavy volume usage of over 400 minutes per month.	\$55.00
4	Data Add On	Applicable to employees using Personal Computing Devices (PCDs) such as smartphones or tablets with a data plan.	\$50.00

- In exceptional cases, the County Administrator may approve a higher allowance for employees that demonstrate consistent documented official business use that exceeds the authorized allowance listed above. Occasional, infrequent spikes in business use do not qualify for a higher allowance or additional reimbursements.
- The Finance Director shall review the rates annually and recommend changes, as appropriate, to the existing rates to the County Administrative Officer for consideration.

E. Taxability

The mobile device allowance will be paid through the County payroll system as taxable income. For determination of individual's taxability, employees should check with their tax advisor.

F. Overtime

Overtime is strictly managed by your departmental policy and use of a mobile device after hours does not automatically confer permission to work overtime.



MONO COUNTY PERSONALLY OWNED DEVICE STIPEND AUTHORIZATION

This form is to be completed when a County official or employee, as part of his or her job, needs to use a Personally-owned cellular phone/smartphone (or similar mobile device), or when that use is to be discontinued.

NOTE: Cellular Phones and devices with an activated service component may be Personally-owned or Agency-owned by an authorized official or employee. This form covers Personally Owned Devices (PODs) only. There is a separate agreement for Agency Owned Devices (AODs).

Employee: _____ Position: _____

Department: _____ Cell Phone #: _____

Type of Device: Cell Phone Smartphone Tablet/iPad

Amount Requested: \$ _____

A: ALLOWANCE FOR BUSINESS USE OF PERSONALLY OWNED DEVICE (POD)

Employee will provide his/her own cell phone/mobile device on _____ [date].

Employee will begin receiving an allowance within 30 days hereafter, and on a monthly basis, until he or she no longer needs to use the Cell Phone for County business purposes or chooses to stop this allowance.

The employee and his/her department head (for County elected officials or appointed department heads, the CAO) hereby certify that the employee needs to use a Cell Phone for County business because (initial all that apply):

Qualification Criteria	Employee	Dept. Head
1. The nature of work assigned requires timely, business critical, two-way communication for which there is no reasonable alternative technology.		
2. The employee provides emergency support and back-up from a mobile environment.		
3. A cellular phone or mobile device is needed to insure the safety of the employee or others who may be at risk.		
4. The employee must be able to immediately communicate with staff in the department and other agencies to coordinate programs or to provide adequate customer service, and using a land line would not adequately meet this need.		
5. The employee frequently works in the field where land lines and other primary radio or telephone communications are not available.		

COMPENSATION:

The supervisor of the requesting employee must initial all that apply:

Tier	Name	Definition	Payment	Approval
1	Limited Use Rate	This rate is appropriate for users with incidental or low usage level of up to 100 minutes per month	\$25.00	
2	Standard Rate	This rate is appropriate for users with usage level between 101 and 400 minutes per month	\$35.00	
3	High Use Rate	This rate is appropriate for users with anticipated or documented heavy volume usage of over 400 minutes per month.	\$55.00	
4	Data Add On	Applicable to employees using Personal Computing Devices (PCDs) such as smartphones or tablets with a data plan.	\$50.00	

TAXABILITY:

Any County official or employee accepting an allowance for a Cell Phone or for a cell phone service component of a PCD acknowledges that the allowance is considered to be taxable income by the Internal Revenue Service. For determination of individual taxability, officials and employees should check with their tax advisor.

DISTRIBUTION:

If this form authorizes an allowance, send the original of this form and a Personnel Action Form (PAF) to the Human Resources Department and keep copies of those documents in the department’s files along with a copy of the service agreement or a current bill for service. If no allowance is being authorized, the department should keep the original of this form; no PAF, service agreement, or bill is necessary.

CERTIFICATIONS:

I certify that the foregoing is true and correct.

Date: _____

Signature of Employee (or Official)

Date: _____

Signature of Department Head (or CAO)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2016

Departments: Information Technology

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

SUBJECT Delta Wireless Radio Maintenance Contract

AGENDA DESCRIPTION:

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

This contract authorizes Delta Wireless to perform technical work to maintain, upgrade, and support the County's Public Safety Radio System through mutually agreed upon Scopes of Work overseen by the Department of Information Technology.

RECOMMENDED ACTION:

Authorize the County Administrative Officer to sign Delta Wireless contract Amendment #2 for the provision of radio system support and service on an as-needed basis through June 30, 2017.

FISCAL IMPACT:

Up to \$275,000, which is included in the FY 2016-2017 adopted Radio Department budget.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Original Contract
Amendment #1

History

Time

Who

Approval



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

June 7, 2016

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Amend existing radio support services contract with Delta Wireless to increase spending limit to \$275,000 for FY 16-17.

Recommendation

Authorize the County Administrative Officer to sign Delta Wireless Contract Amendment #2 for the provision of radio system support and service on an as-needed basis through June 30, 2017.

Discussion

Late last year, Mono County signed two separate contracts with Stockton, CA based Delta Wireless. The first was for Infrastructure Discovery and Documentation Services in the amount of \$62,000 and the second was a Time & Materials based agreement for Radio System Support, Service, and Training with a not-to-exceed amount of \$62,000.

The intention of the first agreement was help the County achieve the principles above while leaving funds on the table to perform the maintenance work which would be identified through the discovery process. As a result of this effort being completed, the County now has a clear picture of the work that needs to be completed, and a short-term road map with identified priorities.

The second contract was amended in June, 2016 extending the contract term through June 30, 2017 in order to ensure that there was no lapse in service from Delta Wireless. With the passing of the FY 16-17 budget and knowledge that the amount of work required will exceed the previous contract limit of \$62,000, this 2nd Amendment has been drafted in the amount of \$275,000.

The Director of Information Technology will oversee the management of the contract and work closely with the vendor and stakeholders to effectively prioritize projects throughout the Fiscal Year.

Fiscal Impact

Up to \$275,000 which is included in the FY 2016-2017 adopted Radio Department budget.

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
DELTA WIRELESS, INC. FOR THE PROVISION OF
RADIO SYSTEM SUPPORT, SERVICE AND TRAINING
ON AN AS-NEEDED BASIS**

INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County"), may from time-to-time have the need for the radio system support, service and training services of Delta Wireless, Inc., of Stockton, CA (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

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in such Scope of Work Letters as are issued from time-to-time to Contractor by the Director of Information Technology, or an authorized representative thereof, during the term of this Agreement; such Letters will be substantially in the form as shown in Attachment A and, in order to be binding on Contractor, must be signed by an authorized representative of Contractor. All such duly-issued and signed Scope of Work Letters are incorporated herein by reference.

The County makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of Contractor by the County under this Agreement. The County by this Agreement 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 at the County's request by Contractor 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 December 9, 2015, through June 30, 2016, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. The County shall pay Contractor in accordance with the "Schedule of Fees" (set forth in Attachment B, attached hereto and by reference incorporated herein) for the services and work described in any Scope of Work Letter issued pursuant to this Agreement.

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

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from the County any additional consideration, compensation, salary, wages, or other type of remuneration for services or work 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. Neither the total sum of all payments made by the County to Contractor for services and work performed under this Agreement, nor the total sum of all payments made by the County to Contractor for services or work performed pursuant to any specific Scope of Work Letter, shall exceed \$62,000 (hereinafter referred to as "Contract Limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which 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 the applicable Scope of Work Letter, which were done at the County's request. The statement to be submitted will cover the period from the first 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 Exhibit 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, the County will not withhold any federal or state income taxes or social security from any payments made by the County to Contractor under the terms and conditions of this Agreement.

(2) The 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 fifteen hundred dollars (\$1,500.00).

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

(4) The total amounts paid by the 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 State Franchise Tax Board.

4. WORK SCHEDULE

Upon the County's issuance of a "Notice to Proceed" with respect to a specific Scope of Work Letter, Contractor's obligation is to perform, in a timely manner, the services and work identified in that Scope of Work Letter. It is understood by Contractor that its performance of those services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County will be performed within the time frame set forth in the Scope of Work Letter, unless circumstances outside Contractor's control cause delay and contractor provides timely notice of such circumstances.

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, contractor's licenses, 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 the County, upon request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and the County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, the County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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 and work identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. 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 the County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, 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, which 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, video tapes, 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 which 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 the 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. Requirements Based on Scope of Work. County reserves the right to add to or modify these requirements, including limits, based on the nature of the risk or other special circumstances associated with any individual Scope of Work Letter issued under 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 of this Agreement. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor (unless otherwise specified herein) 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 the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the 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 as employees of the 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 reasonable litigation costs and attorney's fees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or Contractor's agents, officers, employees or any one employed by any of them, or anyone for whom those negligent acts or omissions, recklessness, or willful misconduct any of them may be liable. 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, or damage or destruction to tangible or intangible property, including the loss of use.

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.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four 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 the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which the 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, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NON-DISCRIMINATION

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, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, sexual orientation, or sex. 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 the County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days' written notice of such intent to cancel. In addition, without canceling or terminating this Agreement, the County may, without cause and at will, cancel any particular Scope of Work Letter issued to Contractor by giving Contractor 48-hours' written notice of its intent to cancel that Letter. In either event, the County shall pay Contractor for services and work satisfactorily performed by Contractor before delivery of the County's cancellation notice. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) calendar days' written notice of such intent to cancel to the County.

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 services of Contractor. The 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 monies due or to become due under this Agreement without the prior written consent of the County.

16. DEFAULT

If 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 Contractor in default and terminate this Agreement upon five days' written notice to Contractor. Upon such termination by default, the 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 24 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. 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 it has no interest, and shall not acquire any interest, direct or indirect, which 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 which 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 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, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 24 below.

23. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

24. AMENDMENT

This Agreement may be extended, modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change 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.

25. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the 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 provided below), to the respective parties as follows:

County of Mono:
Nate Greenberg
Director, Information Technology
PO Box 7657
Mammoth Lakes, CA 93546
ngreenberg@mono.ca.gov

Contractor:
Delta Wireless
David Naasz, President
1700 W Fremont Street
Stockton, CA 95203
dnaasz@deltawireless.com

26. 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 the same be in writing executed by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

By: Leslie L. Chapman
Name: Leslie L. Chapman
Click here to enter text.
Title: CAO
Click here to enter text.
Date: 12/17/15

CONTRACTOR:

By: [Signature]
Name: David Naasz
Title: President
Firm: Delta Wireless, Inc.
Date: 12/18/2015
Tax ID: 68-0371097

APPROVED AS TO FORM:

Stacy Simon 12/15/15
County Counsel Date

APPROVED BY RISK MANAGEMENT:

Stacy Simon 12/15/15
Risk Management Date

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO AND DELTA WIRELESS, INC. FOR THE PROVISION OF RADIO SYSTEM SUPPORT, SERVICE AND TRAINING SERVICE SERVICES ON AN AS-NEEDED BASIS

TERM:

FROM: December 9, 2015 **TO:** June 30, 2016

SCOPE OF WORK:

Pursuant to individual Scope of Work Letters, as described below, Contractor shall provide all labor, equipment, materials, supplies, research, transportation, taxes, and cover all other costs required to perform radio system support, services for the County. In general, project work shall consist of the following:

Provide technical support (via telephone or on-site) and training for radio services, and perform other services, as requested in individual Scope of Work Letters issued by the Information Technology Director or his designee.

Training will be mutually scoped by both County and Delta Wireless, then quoted by Delta Wireless based on time and travel demands. Utilizing the information developed, County will issue a Scope of Work Letter for training as needed.

WORK SCHEDULE:

Requests for services or work and scheduling of work tasks shall be coordinated with the Director of Information Technology, or an authorized designee and/or as set forth in the Scope of Work Letter.

SCOPE OF WORK LETTERS

Contractor shall provide the work and services specifically set forth in individual Scope of Work Letters to be issued and signed by the Director of Information Technology or his designee, and the Mono County Counsel which, upon acceptance and execution by Contractor, will be attached hereto and incorporated by reference into this agreement. Such Scope of Work Letters shall be substantially in the form shown on the following page.

SAMPLE SCOPE OF WORK LETTER

TO: _____
(Contractor)

FROM: _____

Pursuant to Mono County Agreement No. _____ (Agreement), you are hereby retained to perform for Mono County the services and work, and provide the associated material and equipment, that are _____ described below, or _____ described in your project proposal attached hereto, _____ for the sum of \$ _____, or _____ on a time and materials basis in accordance with the rates set forth in the Agreement or appearing on the attached quote, as the case may be; all such services and work shall be performed in accordance with the Agreement:

Mono County

By: _____
Date

Approved as to Form:

By: _____
Office of the Mono County Counsel Date

Contractor

By my signature, as an authorized representative of Contractor, Contractor agrees to and shall perform the work and services described or referenced above, for the amount set forth above.

By: _____
Signature Date

Work products and project work shall be completed consistent with generally-accepted practices for the industry.

ATTACHMENT B

AGREEMENT BETWEEN THE COUNTY OF MONO AND DELTA WIRELESS, INC. FOR THE PROVISION OF RADIO SYSTEM SUPPORT, SERVICE AND TRAINING SERVICES ON AN AS-NEEDED BASIS

TERM:

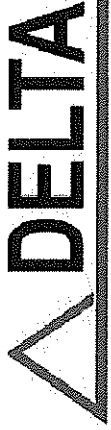
FROM: December 9, 2015 **TO:** June 30, 2016

SCHEDULE OF FEES:

The County shall pay Contractor for services and work performed under this Agreement in accordance with Contractor's Schedule of Fees, which is set forth below or in Attachment B1 to this Agreement, which is incorporated herein by this reference.

This contract has a limit of \$62,000, and will be charged based on actual work performed on a retainer basis.

Support and service work will be billed in 15 minute increments of \$22.50, or \$98/hr. Travel time and costs associated with bringing Delta personnel on-site will also apply. Training costs will be quoted based on the time requirements and mutually agreed to by Mono County staff and set forth in individual Scope of Work Letters..



WIRELESS, INC

Delta Wireless, Inc.

1700 W. Fremont Street
Stockton CA 95203
209-948-9611 fax 209-948-0103
California C7 Contractor's License: 748224

Project Number SA1201155

SALES QUOTE

Customer

Name Mono County
Address P.O. Box 556
City Bridgeport
State CA
Zip 93517

Contact Nate Greenberg
Phone (760) 924-1819
Fax
Email ngreenberg@mono.ca.gov
Project Phone Technical Support

Dates
Quote Issued 12/1/2015
Customer P.O.

Product/Service Name

Quantity

Price

TOTAL

SCOPE OF WORK:

Delta Wireless will provide Mono Co technical phone support @ \$98 per hour, to be billed in 15 minute increments of \$22.50. Procedure will be for a Mono County approved staff member to contact Delta Wireless Stockton weekdays between 8 AM & 5 PM. A work order # (tracking purpose) and senior level technician will be assigned and your call returned ASAP. The 15 min clock will start once the dialogue between the Delta technician and Mono County has been established. Length of call is left to the discretion of Mono Co. **Change to this scope of work will result in a change order for additional parts, labor and remobilization.**

Subtotal Page 1
Subtotal Pages 2-6
Freight (Ground)
Taxable Subtotal
Tax
Nontaxable Labor
\$22.50
Fuel Surcharge
TOTAL
\$22.50

Sales/Offered By: Steve Allred
Title: RF System Sales Engineer
Phone Number: (209) 948-9611
Engineered By (Initials): sca

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Truex Insurance Agency 2291 W. March Lane, Suite 100A Stockton CA 95207		CONTACT NAME: Eloisa Ramos PHONE (A/C No. Ext.): (209) 477-1111 FAX (A/C No.): (209) 478-0217 E-MAIL ADDRESS: eramos@truexins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Ind Co of CT	NAIC # 25682
INSURED Delta Wireless, Inc. 1700 W. Fremont Street Stockton CA 95203		INSURER B: Travelers Prop Cas Co of Amer	25674
		INSURER C: Insurance Co. of the West	27847
		INSURER D: Darwin Select Insurance Company	24319
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1511513432

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CO-6C787705-TCT-15	1/15/2015	1/15/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			810-6C787705-TIL-15	1/15/2015	1/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
			\$				
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP-6C787705-TIL-15	1/15/2015	1/15/2016	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WPL5028919 00	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			0304-5717	4/16/2015	4/16/2016	LIMIT: \$1,000,000
	CLAIMS MADE FORM						RETENTION: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 REVISED 11-4-15

County of Mono, its agents, officers and employees are named as additional insured where required under written contract, on a primary & non-contributory basis & waiver of subrogation. Blanket Additional Insured with primary workding form #CGD2460805, Blanket Waiver form #CGD3161111
 WC Waiver of subrogation applies.
 30 Day written notice to the County applies.

CERTIFICATE HOLDER**CANCELLATION**

County of Mono Nate Greenberg PO Box 7657 Mammoth Lakes, CA 93546	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff Tokunaga/ELOISA
--	---

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B;** and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:
Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.
The Damage To Premises Rented To You Limit will be:
 - a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

 - a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGE:
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.
2. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

 - (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
 - (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
 - c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.
- I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

A. SCHEDULE

1. This endorsement modifies insurance provided under the following Coverage Part(s):

2. Name: County of Mono

Address: PO Box 7657

3. Number of Days Notice: 30

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

B. PROVISIONS

No cancellation or material limitation of this (these) Coverage Part(s) shall become effective until the number of days written notice shown in

the Schedule above shall have been mailed to the person or organization scheduled above at the address shown above.



WIRELESS, INC

Delta Wireless, Inc.
 1700 W. Fremont Street
 Stockton CA 95203
 209-948-9611 fax 209-948-0103
 California C7 Contractor's License: 748224

Project Number SA1201154

SALES QUOTE

Customer	Name	Mono County	Contact	Nate Greenberg
	Address	P. O. Box 556	Phone	(760) 924-1819
	City	Bridgeport	Fax	
	State	CA	Email	ngreenberg@mono.ca.gov
	Zip	93517	Project	On Site Training / Troubleshooting

Dates	Quote Issued	12/1/2015
	Customer P. O.	

Product/Service Name	Quantity	Price	TOTAL
Subtotal Page 1			
Subtotal Pages 2-6			
Freight (Ground)			
Taxable Subtotal			
Tax			
Nontaxable Labor			
\$2,800.00			
Fuel Surcharge			
TOTAL			
\$2,800.00			

SCOPE OF WORK:
 Delta Wireless will provide Mono Co sixteen (16) hours of onsite technical training to be conducted on consecutive days. Training will focus on mobile radio troubleshooting techniques and portable triage. Training to be divided into two (2) sections. Classroom training will discuss basic radio theory and practical troubleshooting. A "hands on" lab will then focus on the application of those procedures in field. Mono County to supply meeting room with white board and any / all radios & vehicles used during the training class. Change to this scope of work will result in a change order for additional parts, labor and remobilization.

Sales/Offered By:	Steve Allred
Title:	RF System Sales Engineer
Phone Number:	(209) 948-9611
Engineered By (Initials):	SCA

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt

**AGREEMENT AND FIRST AMENDMENT BETWEEN COUNTY OF MONO AND
DELTA WIRELESS, INC. FOR THE PROVISION RADIO
SYSTEM SUPPORT, SERVICE AND TRAINING
ON AN AS-NEEDED BASIS**

This Agreement and First Amendment is entered into on June 20, 2016, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Delta Wireless, Inc. of Stockton, California (hereinafter, "Contractor"), for the purpose of amending the Agreement Between the County of Mono and Delta Wireless, Inc. for the Provision of Radio System Support, Service, And Training, dated December 9, 2015 (hereinafter, "the Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The term of the Agreement shall be extended until June 30, 2017, unless sooner terminated as provided in the Agreement.
2. All other provisions of the Agreement not herein modified shall remain in full force and effect.
3. This Agreement and First Amendment may be executed in counterparts.

IN WITNESS of the foregoing, the parties have signed this Agreement and First Amendment through their duly-authorized representatives, as set forth below:

County of Mono:

By: Leslie L. Chapman
Name: Leslie Chapman
Title: County Administrative Officer
Date: 6/14/16

Contractor:

By: [Signature]
Name: David Naasz
Title: President
Firm: Delta Wireless, Inc.

Date: 6-21-16

Tax ID: 68-0371097

Approved as to Form:

Stacey Simon 6/14/16
Stacey Simon Date
Assistant County Counsel

**AGREEMENT AND SECOND AMENDMENT BETWEEN COUNTY OF MONO AND
DELTA WIRELESS, INC. FOR THE PROVISION OF RADIO
SYSTEM SUPPORT, SERVICE AND TRAINING
ON AN AS-NEEDED BASIS**

This Agreement and Second Amendment is entered into on September 20, 2016, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Delta Wireless, Inc. of Stockton, California (hereinafter, "Contractor"), for the purpose of amending the Agreement Between the County of Mono and Delta Wireless, Inc. for the Provision of Radio System Support, Service, And Training, dated December 9, 2015, and the Agreement and First Amendment thereto (hereinafter collectively referred to as "the Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. **Paragraph 3.D.** of the Agreement and **Attachment B, Schedule of Fees**, are hereby amended to increase the limit on the amount payable under the Agreement from Sixty-Two Thousand Dollars (\$62,000) to Two Hundred Seventy-Five Thousand Dollars (\$275,000).
2. All other provisions of the Agreement not herein modified shall remain in full force and effect.
3. This Agreement and Second Amendment may be executed in counterparts.

IN WITNESS of the foregoing, the parties have signed this Agreement and Second Amendment through their duly-authorized representatives, as set forth below:

County of Mono:

By: _____
Name: Leslie Chapman
Title: County Administrative Officer
Date: _____

Approved as to Form:

Christian E. Milovich Date
Assistant County Counsel

Risk Manager Date

Contractor:

By: _____
Name: David Naasz
Title: President
Firm: Delta Wireless, Inc.
Date: _____

Tax ID: 68-0371097



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2016

Departments: Finance

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

PERSONS APPEARING BEFORE THE BOARD Janet Dutcher, Finance Director

SUBJECT Replacement Benefits Plan Invoice
and Request for Contingency Funds

AGENDA DESCRIPTION:

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

Information about the annual Retirement Benefits Plan (RBP) invoice per eligible retiree and request contingency funds to pay last year's and this year's invoice.

RECOMMENDED ACTION:

Authorize use of contingency funds for unanticipated annual Replacement Benefit Plan invoices. Provide any direction to staff. A four-fifths vote is required.

FISCAL IMPACT:

\$6,000 in contingency funds, half to pay the June 2016 invoice and the other half to pay the anticipated June 2017 invoice.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@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:
Janet Dutcher, Dave Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[CalPERS RBP fact sheet and circular](#)

History

Time	Who	Approval
9/14/2016 5:10 PM	County Administrative Office	Yes
9/14/2016 12:59 PM	County Counsel	Yes
9/13/2016 9:23 AM	Finance	Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

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

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Date: September 20, 2016

RECOMMENDATION:

Authorize use of contingency funds for unanticipated annual Replacement Benefit Plan invoices. Provide any direction to staff. A four-fifths vote is required.

FISCAL IMPACT:

\$6,000 in contingency funds; half to pay the June 2016 invoice and the other half to pay the June 2017 invoice.

BACKGROUND:

Retirement benefits through CalPERS are subject to federal laws including Internal Revenue Code section 415(b) which limits the retirement benefit a retiree can receive from a tax-qualified defined benefit plan. Retirees whose defined benefit allowances are limited under IRC 415 receive replacement benefits from a separate fund administered by CalPERS and called the CalPERS Replacement Benefit Plan (RBP). Only CalPERS retirees who became CalPERS members prior to January 1, 2013 and whose combination of reportable compensation, benefit factor, retirement contributions and service credit cause their annual retirement allowances to exceed the IRC 415 dollar limit are eligible for payments from the RBP. The 2016 limit is \$210,000 and is set by the IRS every year.

The plan is not pre-funded. In accordance with the 415 regulations, the retiree's former employers are invoiced for their pro-rata share of the employee's (former employee's) retirement allowance in excess of the IRC 415 amount. The employee or former employee does not receive their full retirement allowance until employers submit their RBP payments to CalPERS. Payments through the RBP are considered wages and subject to FICA and Medicare taxes.

The CalPERS IRC Section 415(b) & RBP fact sheet and circular letter are attached for those wanting more information about this benefit.

DISCUSSION:

Finance recently received an invoice from CalPERS in the amount of \$2,980.36. This amount represents Mono County's contribution to the RBP for a former employee who recently retired with a retirement allowance in excess of the 2016 IRC 415 limit of \$210,000. The employee did not earn that level of compensation while working for Mono County but while working for another CalPERS employer where the higher level of compensation caused the retirement allowance to exceed the income threshold (ie..highest one year compensation). Neither the Finance Department or the CAO could have anticipated this expenditure as application of the limit cannot be determined until retirement. The department is requesting the use of contingency funds to cover the 2016 and anticipated 2017 invoices (approximately \$3,000 each)



California Public Employees' Retirement System
Benefit Services Division
P.O. Box 1652
Sacramento, CA 95812-1652
TTY: (916) 795-3240
(888) CalPERS (225-7377) phone • (916) 795-0701 fax
www.calpers.ca.gov

IRC SECTION 415(b) & REPLACEMENT BENEFIT PLAN FACT SHEET

What is Internal Revenue Code Section 415(b)?

Internal Revenue Code Section 415(b) (IRC 415) is a federal provision that limits the amount of annual retirement benefit an individual can receive from a tax-qualified defined benefit pension plan such as the California Public Employees' Retirement System (CalPERS). The annual retirement benefits payable from the CalPERS retirement plan are subject to the dollar limits imposed by IRC 415.

This law was enacted to prevent employers from using tax-qualified defined benefit plans as tax shelters. The CalPERS retirement plan may lose its tax-exempt status if it fails to comply with IRC 415.

Internal Revenue Code Section IRC 415(b) Retirement Benefit Limit

IRC 415 places a dollar limit on the annual retirement benefit (allowance) that can be received from a tax-qualified pension plan such as CalPERS.

Overview

- The 2014 annual dollar limit is \$210,000 for retirees aged 62-65. (These ages are designated as "normal retirement age" by the Social Security Administration.)
- Determination of whether a CalPERS member's retirement benefit will be subject to the IRC 415 limit can only be made at retirement.
- For members who retire between the ages of 50-61, the annual dollar limit is lower, adjusted to be the actuarial equivalent as if the member were aged 62-65 at retirement.
- Retirees whose defined benefit allowances are limited under IRC 415 will receive replacement benefits from a separate fund through the CalPERS Replacement Benefit Plan (RBP), as permitted by California retirement law effective January 1, 2013¹. Please see page 3, "Who is Eligible to Participate in the RBP?"

¹ Effective January 1, 2013 only retirees with a CalPERS membership date prior to January 1, 2013 are eligible for the Replacement Benefit Plan in retirement.

Section 415 & Replacement Benefit Plan Fact Sheet

How is a retiree's IRC 415 annual dollar limit determined?

The annual dollar limit is calculated using the following factors:

- date of membership in the CalPERS defined benefit pension plan
- age at retirement
- tax-deferred member contributions
- rollover and post-tax contributions used to purchase service credit

The annual dollar limit is lower:

- For a benefit in any form other than a life-only annuity (unmodified allowance) or a qualified joint and survivor annuity (an allowance where 50% or more of the retiree's allowance is payable to a spouse upon the retiree's death).
- If retirement occurs before age 62.

The age 62-65 annual dollar limit is used instead of the actual age dollar limit:

- For the allowances of police officer and firefighter members with 15 or more years of service as full-time employees of a police department or a fire department providing police protection, firefighting services, or emergency medical services. Service with employers other than a police or fire department, such as correctional facilities, does not qualify.
- For a survivor's allowance payable due to the pre-retirement death of a member.
- For disability retirement before age 62.

What is the process for applying the IRC 415 limit to a retirement allowance?

It cannot be determined before actual retirement whether a member's retirement allowance will be limited by IRC 415. The allowance is tested as follows:

Screening: All retirement allowances are automatically screened to identify those needing testing for the IRC 415 limit. This screening is performed at retirement for all new allowances. Beginning in 2014, this screening will be performed annually on all retirement allowances.

Testing process: Once a screened allowance is identified for testing, an actuarial program determines if the allowance must be limited and, if so, calculates the annual dollar limit.

Section 415 & Replacement Benefit Plan Fact Sheet

If the allowance must be limited, the test determines:

- **Dollar Limit:** The maximum annual amount of retirement allowance payable to the retiree from the California Public Employees' Retirement Fund (PERF).
- **Replacement Benefit:** This is the annual allowance amount in excess of the dollar limit. This amount must be paid to CalPERS by the retiree's former employers and is then paid to the retiree through the Replacement Benefit Plan (RBP).

Grandfather Provision

There is an IRC 415 "grandfather" provision that exempts a retirement allowance from the dollar limit only if the retiree's former employers did not provide any retirement benefit improvement effective on or after October 14, 1987. Examples of benefit improvements are a change in retirement formula or a change from a three-year to a one-year final compensation, etc.

CalPERS REPLACEMENT BENEFIT PLAN (RBP)

What is the Replacement Benefit Plan?

The Replacement Benefit Plan (RBP) is a plan that allows for replacement of the annual allowance that exceeds the IRC 415 dollar limit. The RBP is funded by the retiree's former employers. CalPERS invoices and receives the replacement benefit amounts from the affected employers and then disburses payment to the retiree.

Every CalPERS employer must participate in the RBP in accordance with Government Code IRC 21761. The RBP statutes are Government Code IRC s 21750 – 21765 and the RBP regulations are California Code of Regulations 589 – 589.10.

Who is eligible to participate in the RBP?

CalPERS retirees who became CalPERS members prior to January 1, 2013 and whose combination of reportable compensation, benefit factor, retirement contributions and service credit cause their annual retirement allowances to exceed the IRC 415 dollar limits are eligible to participate in the RBP.

How does the RBP work?

When a retiree's annual retirement allowance exceeds the IRC 415 dollar limit CalPERS invoices the retiree's former employers for the amounts payable from the RBP. The invoice payments are deposited into the Replacement Benefit Fund (RBF). CalPERS issues payment from the RBF to the retiree. Payment by the employers into the RBF is required before any replacement benefit can be issued to a retiree.

Section 415 & Replacement Benefit Plan Fact Sheet

How is the replacement benefit taxed?

The income received through the Replacement Benefit Plan (RBP) is a wage under federal tax law. The replacement benefit is subject to the Federal Insurance Contributions Act (FICA) tax, which consists of the Old Age, Survivors and Disability Insurance (OASDI) Social Security tax and the Hospital Insurance/Medicare (Medicare) tax. The FICA tax payment is due only in the first year an allowance is limited. The replacement benefit is subject to these federal taxes if, while employed, the individual's earnings were subject to these taxes. The taxes are computed as follows:

1. CalPERS actuaries calculate the present value² of the replacement benefit.
2. Taxes are computed on the present value as follows:
 - Social Security tax rate for employees is 6.2%, up to maximum earnings of \$117,000 for 2014.
 - Social Security tax rate for employers is 6.2% up to maximum earnings of \$117,000 for 2014.
 - Medicare tax rate is 1.45% for employers and employees with no maximum earnings amount.
3. CalPERS invoices the employers for their taxes.
4. CalPERS deducts the employee taxes from the retiree's replacement benefit. FICA taxes are paid before any benefits are issued to the retiree.
5. CalPERS remits both employee and employer taxes to the Internal Revenue Service.
6. At the end of the tax year, CalPERS issues the retiree a W-2 tax form for the replacement benefits paid.

Rev. 1/2014

Important: The information included in this document is general. The California Public Employees' Retirement Law and the Internal Revenue Code are complex and subject to change. If there is a conflict between the law and the information in this document, the law supersedes the information in this document.

²Present value is the discounted amount the retiree will receive in lifetime replacement benefits. This discounted amount is based on CalPERS' valuation interest rate, the post-retirement mortality table, and the Cost-of-Living Adjustment assumption. For tax purposes, the present value is treated as if it were fully paid in the year the replacement benefit becomes payable.



California Public Employees' Retirement System
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Reference No.:
Circular Letter No.: 200-049-14
Distribution: IV, V, VI, X, XII, XVI
Special:

Circular Letter

August 27, 2014

TO: **ALL CALPERS EMPLOYERS**

SUBJECT: **REPLACEMENT BENEFIT PLAN INTERNAL REVENUE CODE 415b
UPDATE**

The purpose of this Circular Letter is to inform you of a recent myCalPERS system change related to accessing the invoice detail for Replacement Benefit Plan (RBP) invoices and to provide you with additional detail regarding the RBP.

Replacement Benefit Fund (RBF) Invoice Detail Report

Effective July 21, 2014, employers can access the RBF Invoice Detail Report in myCalPERS via the COGNOS Reporting Tool. The RBF Invoice Detail Report provides the name, CalPERS ID, and dollar amount per person included in the Replacement Benefit Contribution invoice. To learn more about accessing and utilizing COGNOS reports, please view the Student Guide for *Course 205: So You Want to Run a Cognos Report?* which is accessible on the CalPERS website at www.calpers.ca.gov.

Replacement Benefit Plan Frequently Asked Questions

During 2014, our employers have asked many great questions about the RBP and we thought we would share those questions and answers with all of you to help explain the program and how it works.

- **How is the member's limited allowance calculated?**
The limit is personalized for each retiree. Factors that go into the calculation include, but are not limited to, age at retirement, option selected, age of beneficiary, if the member purchased service credit and, if so, how they paid.
- **If multiple employers are billed, how are the employer bills calculated?**
The invoices are based on the retirement benefit amount and length of service with each employer.
- **Why are we responsible for a replacement benefit contribution if the member did not directly retire from our agency?**
All agencies participate in the RBP based on their contract with CalPERS. IRC415b regulations require that all service be used when determining if the member should be placed in the RBP.

- **What will happen if we do not pay?**
The retiree does not receive his or her benefit.
- **How does this affect our employer rate? Will there be a credit for our agency?**
Information regarding the impact to employer rates and credit is available in our Circular Letter 200-053-12.
- **How often will employers receive these bills? Do we have a schedule for future billings? How do we receive the bills?**
Typically, invoices are issued in January each year. For members who are eligible for the Cost of Living Adjustment (COLA), a supplemental COLA invoice will issue in late March once the COLA factor is known. However, retirements and adjustments happen all year long, so it is possible to receive invoices throughout the year for new retirees, or for a retiree who is due an adjustment. Invoices are accessible via the myCalPERS system.
- **Why did my bill increase this year compared to prior years?**
In 2014, CalPERS updated allowances for all retirees who participate in the RBP to reset the allowances to ensure compliance with current IRC415b law and regulations. The limit is now applied to the retiree's total retirement benefit, instead of only the portion of the retirement benefit received from a single employer, as in past years. This is impacting some invoices as it causes the distribution between the Public Employees Retirement Fund (PERF) and the Replacement Benefit Fund (RBF) to change.

This change is also necessary to allow automated updates in future calendar years when new IRC415b program limits are set. Each year the new IRC415b limit set by the IRS will be compared against the retiree's benefit to determine the PERF and RBF amounts. In some cases, this comparison using current year limits will allow retirees to drop out of the RBP and receive their full retirement benefit from the PERF.
- **How can I budget for this at my agency?**
As the limit for someone subject to IRC415b cannot be determined until retirement, we understand that budgeting for these potential invoices is difficult. We would suggest you use this year's invoice as a budget guide and update your budget based on each year's new invoice.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2016

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 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 John Daniels.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
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