



# 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.

Teleconference Only - No Physical Location

### Regular Meeting November 10, 2020

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#### TELECONFERENCE INFORMATION

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recommendations by local officials that precautions be taken, including social distancing, to address the threat of COVID-19.

#### **Important Notice to the Public Regarding COVID-19**

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

#### **1. Joining via Zoom**

There is no physical location of the meeting open to the public. You may participate in the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

#### **To join the meeting by computer:**

Visit <https://monocounty.zoom.us/j/94657578023>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 946 5757 8023.

To provide public comment (at appropriate times) during the meeting, press the "**Raise Hand**" button on your screen.

#### **To join the meeting by telephone:**

Dial (669) 900-6833, then enter Webinar ID 946 5757 8023.

To provide public comment (at appropriate times) during the meeting, press \*9 to raise your hand.

#### **2. Viewing the Live Stream**

If you are unable to join the Zoom Webinar of the Board meeting you may still view the live stream of the meeting by visiting [http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a](http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a)

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

**ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

**UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF**

**INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.**

9:00 AM Call meeting to Order

Pledge of Allegiance

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

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

Receive brief oral report on emerging issues and/or activities.

**5. CONSENT AGENDA**

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

**A. Reappointment to the Mono County Child Care Council**

Departments: Mono County Child Care Council

Mono County Child Care Council seeks the re-appointment of Jacinda Croissant by the Mono County Board of Supervisors for a two-year term beginning October 22, 2020 and terminating October 22, 2022.

**Recommended Action:** Appoint Jacinda Croissant to a two-year term in the category of Public Agency Representative beginning October 22, 2020 and terminating October 22, 2022.

**Fiscal Impact:** None.

**B. Training Funds Request for Supervisor-Elect Duggan**

Departments: Board of Supervisors

Training funds request for Supervisor-Elect Duggan to attend the CSAC 2020-21 New County Supervisors Institute, with the first sessions being held December 1-2, 2020.

Under State law and the County Code, upon request of a Supervisor-Elect, county general fund moneys may be used prior to the assumption of office by that Supervisor-elect, for training and orientation including the payment of course

fees, travel and per diem expenses, course materials, and consultant fees.

**Recommended Action:** Approve training funds request for Supervisor-Elect Duggan to attend the CSAC 2020-21 New County Supervisors Institute.

**Fiscal Impact:** Registration fee for the New Supervisors Institute is \$499.00 and includes Annual Meeting registration and all three sessions of the New Supervisors Institute, which is included in the Board of Supervisors travel, conferences and training budget for FY 2020-2021.

**C. MOU between Toiyabe Indian Health Project and Mono County Public Health Department Related to the sharing of COVID-19 Information and Resources**

Departments: Public Health

Memorandum of Understanding between Toiyabe Indian Health Project and Mono County Public Health Department related to the sharing of COVID-19 information and resources.

**Recommended Action:** Approve the Memorandum of Understanding (MOU) between Toiyabe Indian Health Project (“Toiyabe”) and Mono County Public Health Department related to the sharing of COVID-19 information and resources and authorize the Chair of the Board of Supervisors to execute said MOU on behalf of the County. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions to the MOU that do not substantively modify its terms, with approval as to form by County Counsel.

**Fiscal Impact:** There is no fiscal impact on the Mono County General Fund. There are no additional costs associated with entering into this MOU.

**D. Agreement with Chalfant Fire Department for Installation of Communications Equipment**

Departments: Information Technology

Proposed license agreement with Chalfant Valley Public Utility District (Chalfant Valley Fire Department) for the placement and maintenance of communications equipment on fire station property.

**Recommended Action:** Determine that the project is exempt from review under sections 15301 (existing facilities); 15303 (small facilities); and 15311 (accessory structures) of the California Environmental Quality Act Guidelines and direct staff to file a notice of exemption. Approve County entry into proposed agreement and authorize the Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** The cost of the tower with necessary engineering to meet California Building Code requirements is \$5,700. In addition a soils report had to be obtained for \$750. The Mono County Radio Budget will cover these costs, plus the \$100/mo. charge for accessing Digital 395 at this location.

**6. CORRESPONDENCE RECEIVED**

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

**A. Los Angeles Department of Water and Power (LADWP) Notice of Intent to Adopt a Mitigated Negative Declaration**

The City of Los Angeles Department of Water and Power (LADWP) prepared an Initial Study for the Mono Basin Water Rights Licenses Project. Based on the information contained in the Initial Study, LADWP intends to adopt a Mitigated Negative Declaration for the project under the California Environmental Quality Act (CEQA).

**7. REGULAR AGENDA - MORNING**

**A. Election Update**

Departments: Elections

10 minutes

(Shannon Kendall, Registrar of Voters) - Update on November 3, 2020, General Election.

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**B. Update on Wildfires and Review of Open Fire Ban**

Departments: Sheriff

20 minutes

(Sheriff Braun, County Counsel Simon) - Update and discussion regarding status of wildfires across the State and in Mono County. Weekly review of need for Urgency Ordinance Prohibiting Open Fires on Private Property Within the Unincorporated Area of Mono County Due to Extreme Fire Danger.

**Recommended Action:** Hear update and potentially adopt proposed ordinance terminating open fire ban.

**Fiscal Impact:** None.

**C. COVID-19 (Coronavirus) Update**

Departments: CAO

30 minutes

(Robert C. Lawton, CAO, Dr. Tom Boo, Mono County Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC),

and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**D. Inyo / Mono County Veteran Affairs Representative Update**

Departments: CAO

10 minutes

(Robert C. Lawton, CAO) - Report and discussion on the Inyo / Mono County Veteran Affairs representative.

**Recommended Action:** Receive report and provide staff direction.

**Fiscal Impact:** None.

**E. Agreement with Chalfant Valley Community Services District Regarding Emergency Medical Services Stipend and Billing**

Departments: EMS

10 minutes

(Chris Mokracek, EMS Chief) - Agreement between Mono County EMS and the Chalfant Valley Community Services District replacing and updating current agreement to include the provision of ambulance billing services by the County and an increase to the response stipend from \$300.00 to \$500.00.

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

**Fiscal Impact:** Annual increase in EMS spending of \$6,000, which can be absorbed into the EMS Department's existing FY 2020-21 budgeted appropriations.

**F. New Hire for Human Resources Specialist at Step B**

Departments: Human Resources/CAO

5 minutes

(David R Butters, HR Director) - Request approval to hire Ryan Roe as Human Resources Specialist at Step B.

**Recommended Action:** Authorize the hiring of Ryan Roe as Human Resources Specialist at Step B.

**Fiscal Impact:** There is no fiscal impact as this position was budgeted at the E step.

**G. 2020 Economic Outlook and General Fund Fiscal Performance**

Departments: Finance

1 hour 15 minutes (1 hour presentation, 15 minutes discussion)

(Janet Dutcher, Finance Director) - Presentation discussing the 2020 and beyond economic outlook, analysis of trends, review of the County's General Fund (GF) fiscal performance for the year ended June 30, 2020, and concluding with information about the status of GF carryover and reserve balances. Consider request to increase GF appropriations from GF carryover in the amount of \$1,000,000 and transfer to the Economic Stabilization Reserve Fund (requires 4/5ths Board approval).

**Recommended Action:** Receive presentation and discuss. Approve request to increase GF appropriations from GF carryover in the amount of \$1,000,000 and transfer to the Economic Stabilization Reserve Fund (requires 4/5ths Board approval).

**Fiscal Impact:** The request to increase GF appropriations increases reserve balances to \$6,412,712, or 16.6% of annual spending.

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

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

**9. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. 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). Unrepresented employees: All.

**B. Closed Session - Public Employee Evaluation**

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

**C. Closed Session - Initiation of Litigation**

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

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

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

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

**11. REGULAR AGENDA - AFTERNOON**

**A. Communication Provider Update**

Departments: Information Technology

1 hour (30 min presentation; 30 minute discussion)

(Nate Greenberg, IT Director) - This item will provide a high-level overview of the current state of broadband and telecommunication providers throughout the County, discuss the Frontier bankruptcy and potential impacts, and offer an opportunity for the Board to ask questions or provide direction to staff.

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

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

**12. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 10, 2020

**Departments: Mono County Child Care Council**

**TIME REQUIRED**

**SUBJECT** Reappointment to the Mono County  
Child Care Council

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Mono County Child Care Council seeks the re-appointment of Jacinda Croissant by the Mono County Board of Supervisors for a two-year term beginning October 22, 2020 and terminating October 22, 2022.

**RECOMMENDED ACTION:**

Appoint Jacinda Croissant to a two-year term in the category of Public Agency Representative beginning October 22, 2020 and terminating October 22, 2022.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Courtney Powell, Local Planning Council Coordinator

**PHONE/EMAIL:** 760-934-0031 / cpowell@monocoe.org

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Membership Roster</a>

**History**

Time	Who	Approval
11/5/2020 9:48 AM	County Administrative Office	Yes
11/4/2020 2:11 AM	County Counsel	Yes

10/26/2020 8:25 AM

Finance

Yes

**Mono County Child Care Council**



www.monocccc.org

**P. O. Box 130  
Mammoth Lakes, CA 93546**

October 22, 2020

To: Mono County Board of Supervisors

From: Courtney Powell, Local Planning Council (LPC) Coordinator

Re: Reappointment of Member to the Mono County Child Care Council – Jacinda Croissant

Dear Board of Supervisors;

The Mono County Child Care Planning Council (MCCCC) is requesting reappointment by the Board of Supervisors of Jacinda Croissant to serve as a member of the Child Care Council in the category of Public Agency Representative. Originally appointed by the County Superintendent of Schools, her term expired 9/30/20.

The new appointment will be for a two-year term beginning 10/22/2020 and ending 10/22/2022.

Please confirm your agreement to reappoint Jacinda Croissant to serve as a member of the Council.

Thank you for considering this request.

Courtney Powell, LPC Coordinator

[cpowell@monocoe.com](mailto:cpowell@monocoe.com)

760-934-0031 ext.136

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**Mono County Board of Supervisors**

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**Date**

## 2020-21 MCCCC Membership List

Consumers of Child Care	
<p style="text-align: center;">Pam Heays Town of Mammoth Lakes, Consumer of Child Care 760-965-3603 (w); 509-671-0785 (c) P.O. Box 1609 Mammoth Lakes, CA 93546 <a href="mailto:pkobylarz@townofmammothlakes.ca.gov">pkobylarz@townofmammothlakes.ca.gov</a> Term ends: 2/28/21 MCOE</p>	<p style="text-align: center;">Brooke Bien Mammoth Unified School District 760-934-6802 x513 (w); 760-914-2290 (c) P.O. Box 3509 Mammoth Lakes, CA 93546 <a href="mailto:bbien@mammothusd.org">bbien@mammothusd.org</a> Term ends: 8/14/2021 MCOE</p>
Child Care Providers	
<p style="text-align: center;">Danielle Dublino IMACA Lee Vining Preschool Lead Teacher 760-937-1126(w);760-647-6095(c) P.O. Box 845 Bishop Ca, 93515 <a href="mailto:ddublino@imaca.net">ddublino@imaca.net</a> Term ends: 6/17/2022 MCOE</p>	<p style="text-align: center;">Julie Winslow Mammoth Kids Corner 760-934-4700 (w); 541-326-7124 (c) P.O. Box 9048 Mammoth Lakes, CA 93546 <a href="mailto:juliemarieblack14@gmail.com">juliemarieblack14@gmail.com</a> Term ends: 12/18/21 Bd of Sups</p>
Public Agency Representatives	
<p style="text-align: center;">Jacinda Croissant Mono County Health Department 760-924-1842 (w); 720-220-2124 (c) P.O. Box 3329 Mammoth Lakes, CA 93546 <a href="mailto:jcroissant@mono.ca.gov">jcroissant@mono.ca.gov</a> Term ends: 9/30/20 MCOE</p>	<p style="text-align: center;">Molly DesBaillets (<b>Chair</b>) First 5 Mono County 760-924-7626 (w) P.O. Box 130 Mammoth Lakes, CA 93546 <a href="mailto:mdesbaillets@monocoe.org">mdesbaillets@monocoe.org</a> Term ends: 10/31/20 Bd of Sups</p>
Community Representative	
<p style="text-align: center;">Sofia Flores (<b>Vice-Chair</b>) Mono County Behavioral Health 760-924-1740 (w) P.O. Box 2619 Mammoth Lakes, CA 93546 <a href="mailto:sflores@mono.ca.gov">sflores@mono.ca.gov</a> Term ends: 12/18/21 MCOE</p>	<p style="text-align: center;">Annaliesa Calhoun (<b>Secretary</b>) First 5 Mono County 760-924-7626 (w) P.O. Box 130 Mammoth Lakes, CA 93546 <a href="mailto:acalhoun@monocoe.org">acalhoun@monocoe.org</a> Term ends: 3/17/22 Bd of Sups</p>
Discretionary Appointees	
<p style="text-align: center;">Kelly Conboy Inyo Mono Advocates for Community Action Community Connections for Children 760-934-3343 (w); 425-894-5078 (c) P.O. Box 8571 Mammoth Lakes, CA 93546 <a href="mailto:kconboy@imaca.net">kconboy@imaca.net</a> Term ends: 6/17/2022 Bd of Sups</p>	<p style="text-align: center;">Brittany Nelson Inyo Mono Advocates for Community Action 760-873-3001 (w) 180 E. Clarke Street Bishop, CA 93514 <a href="mailto:bnelson@imaca.net">bnelson@imaca.net</a> Term ends: 5/30/2021 Bd of Sups</p>
LPC Coordinator	
<p style="text-align: center;">Courtney Powell Mono County Office of Education 760-934-0031 (w); 661-860-5000 (c) 451 Sierra Park Rd., P.O. Box 130, Mammoth Lakes, Ca 93546 <a href="mailto:cpowell@monocoe.org">cpowell@monocoe.org</a></p>	

**Mono County Child Care Council**





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 10, 2020

**Departments: Board of Supervisors**

**TIME REQUIRED**

**SUBJECT** Training Funds Request for  
Supervisor-Elect Duggan

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Training funds request for Supervisor-Elect Duggan to attend the CSAC 2020-21 New County Supervisors Institute, with the first sessions being held December 1-2, 2020.

Under State law and the County Code, upon request of a Supervisor-Elect, county general fund moneys may be used prior to the assumption of office by that Supervisor-elect, for training and orientation including the payment of course fees, travel and per diem expenses, course materials, and consultant fees.

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### RECOMMENDED ACTION:

Approve training funds request for Supervisor-Elect Duggan to attend the CSAC 2020-21 New County Supervisors Institute.

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### FISCAL IMPACT:

Registration fee for the New Supervisors Institute is \$499.00 and includes Annual Meeting registration and all three sessions of the New Supervisors Institute, which is included in the Board of Supervisors travel, conferences and training budget for FY 2020-2021.

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**CONTACT NAME:** Queenie Barnard

**PHONE/EMAIL:** 760-932-5534 / qbarnard@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Info Sheet](#)

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/6/2020 11:38 AM	County Administrative Office	Yes
11/6/2020 9:57 AM	County Counsel	Yes
11/6/2020 11:27 AM	Finance	Yes

*The Professional  
Development Source for  
California County  
Supervisors*

**CSAC** INSTITUTE  
FOR EXCELLENCE IN  
COUNTY GOVERNMENT

# 2020 New Supervisors Institute

*A three-session, hands-on seminar designed to help newly elected Supervisors jump-start their term*

So you've just been elected as County Supervisor. **Now what?** This three-session executive seminar will help you hit the ground running.

The three sessions examine all the basics of county governance. Hear tips and tricks from experienced supervisors on establishing your office, roles and responsibilities, ten top questions to ask of staff, legal obligations and much more. The New Supervisors Institute will kick off with a reception at the CSAC Annual Meeting in November and will provide the unique opportunity to develop your network with new supervisors from across the State that will last throughout your career.

The course is open to all supervisors-elect in California.

## Objectives

*Upon completion, new supervisors will be able to:*

- ◆ Describe roles, responsibilities and legal obligations of a county supervisor.
- ◆ Identify ten questions to ask the CAO/CEO and department directors.
- ◆ Understand the role of a supervisor, the Board and the executive in county governance and management.
- ◆ Appreciate the dynamics of Board interaction and the strategies to accomplish goals.
- ◆ Effectively approach the first 90 days in office.
- ◆ Build a lasting network of peers to consult with and share ideas.



## Designed Specifically for the Needs of County Supervisors-Elect

The three sessions of the Institute provide a unique venue for new County Supervisors to meet their colleagues and learn important information, protocols and practices to help them better understand the requirements and environment of their new office. The Institute is designed to complement orientations offered by the county.



**New Supervisors Class of 2018-19**

## Hands-On Learning

Interactive presentations and small group discussions highlight the Institute and provide participants opportunities for hands-on, policy-level discussions. Participants receive content-rich resources and the updated *California County Supervisors Resource Guide*.

## Expert Faculty

The faculty is led by Solano County Supervisor Erin Hannigan and former Yuba County CAO Robert Bendorf. Faculty include experienced County Supervisors, County Executives, Counsel, and experts in the issues of California Counties. They bring practical experience in governance, crafting policy and providing county services.



### Session I

Tuesday, December 1 – Wednesday, December 2  
via Zoom



California Counties  
FOUNDATION

California State Association of Counties  
California Counties Foundation, Inc.



**LEARN . GROW . ACHIEVE**



## Highlights of Institute Sessions

### Session I

Tuesday-Wednesday, Dec. 1-2, 2020  
via Zoom

- ☞ What to expect in your first 90 days in office
- ☞ Responsibilities of county government and other local agencies
- ☞ 10 things to ask your CAO to get a jump-start
- ☞ How to work effectively with the other four
- ☞ Public information and the resources from your Clerk of the Board
- ☞ Laws you need to know which govern your work, and the role of County Counsel
- ☞ Role of the supervisor, Board and county in emergencies and unexpected situations
- ☞ Build networks with your new colleagues

### Session II

Thursday-Friday, March 4-5, 2021

- ☞ The county budgeting process and financial management
- ☞ Counties, the state budget and the fiscal relationship with the state
- ☞ Effective advocacy – working with your state legislators
- ☞ Overview of current county issues
- ☞ Introduction to county health, behavioral health and social services
- ☞ Land use planning and infrastructure
- ☞ How to run effective public meetings and hearings

### Session III

Thursday- Friday, July 8-9, 2021

- ☞ Working effectively with county employees and employee organizations
- ☞ Successful media relations and use of the media
- ☞ Working with and engaging your constituents
- ☞ Board roles in crises and disasters
- ☞ Strategies for intergovernmental relationships
- ☞ Reflections on your first six months in office

## Registration and Tuition

New Supervisor Institute tuition covers the costs for all three sessions and the *California County Supervisors Resource Guide*.



Registration for the New Supervisors Institute may be made by contacting the Institute at [info@csacinstitute.org](mailto:info@csacinstitute.org) or visiting our [website](http://www.csacinstitute.org). Supervisors-elect may also attend any CSAC Institute course. See the schedule at [www.csacinstitute.org](http://www.csacinstitute.org).

- ◆ **New Supervisor Institute** **\$499**  
*Includes **complimentary** Annual Meeting registration and **all three sessions** of the New Supervisors Institute.*

**Note:** Government Code §25208.4 provides for the training and education of new supervisors and specifies that training costs may be paid by the county, even though the supervisor-elect has not yet taken office.

## Recognition

Upon completion of the New Supervisors Institute, participants receive a special Certificate and earn six credits towards their accreditation as a **California Credentialed County Supervisor** from the CSAC Institute for Excellence in County Government. A total of 30 credits is required to earn the credential from this continuing professional education institution designed for County Supervisors and executives. Members of the Bar earn **MCLE credits** for participation in the Institute.



## Details and Additional Information

Session I will be held via zoom starting on December 1 beginning at 8:00 AM, and concludes a little after Noon on Wednesday, December 2.

Sessions II and III are held via Zoom unless we can meet in person.

For additional information on the Institute, please contact CSAC Institute at [info@counties.org](mailto:info@counties.org) or 916/327-7500.

## ABOUT CSAC INSTITUTE

**CSAC Institute for Excellence in County Government** is a professional, practical continuing education institution for county officials. The Institute and its courses expand the capacity and capability of county elected officials and senior executives to provide extraordinary services to their communities. Established in 2008, the Institute is a service of the California State Association of Counties and operated by the California Counties Foundation, a 501(c)(3) charity. For a complete schedule of all upcoming classes and campus locations, please visit [www.csacinstitute.org](http://www.csacinstitute.org).





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 10, 2020

**Departments: Public Health**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** MOU between Toiyabe Indian Health Project and Mono County Public Health Department Related to the sharing of COVID-19 Information and Resources

**AGENDA DESCRIPTION:**

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

Memorandum of Understanding between Toiyabe Indian Health Project and Mono County Public Health Department related to the sharing of COVID-19 information and resources.

**RECOMMENDED ACTION:**

Approve the Memorandum of Understanding (MOU) between Toiyabe Indian Health Project (“Toiyabe”) and Mono County Public Health Department related to the sharing of COVID-19 information and resources and authorize the Chair of the Board of Supervisors to execute said MOU on behalf of the County. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions to the MOU that do not substantively modify its terms, with approval as to form by County Counsel.

**FISCAL IMPACT:**

There is no fiscal impact on the Mono County General Fund. There are no additional costs associated with entering into this MOU.

**CONTACT NAME:** Bryan Wheeler

**PHONE/EMAIL:** 760-924-1835 / bwheeler@mono.ca.gov

**SEND COPIES TO:**

Bryan Wheeler, Caitlin Morley

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Memorandum of Understanding</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/5/2020 9:35 AM	County Administrative Office	Yes
11/5/2020 8:18 AM	County Counsel	Yes
11/5/2020 6:22 AM	Finance	Yes



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

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

DATE: November 10, 2020  
TO: Honorable Board of Supervisors  
FROM: Bryan Wheeler, Public Health Director  
SUBJECT: Memorandum of Understanding Between Toiyabe Indian Health Project and Mono County Public Health Department Related to the Sharing of COVID-19 Information and resources.

### **Recommendation:**

Approve the Memorandum of Understanding (MOU) between Toiyabe Indian Health Project (“Toiyabe”) and Mono County Public Health Department related to the sharing of COVID-19 information and resources and authorize the Chair of the Board of Supervisors to execute said MOU on behalf of the County. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions to the MOU that do not substantively modify its terms, with approval as to form by County Counsel.

### **Discussion:**

The proposed Memorandum of Understanding between Toiyabe Indian Health Project and the Mono County Public Health Department provides for the sharing of COVID-19 case and contact tracing information pursuant to an exception in State law and the Health Insurance Portability and Accountability Act (HIPAA) that authorizes “Public Health Authorities” to share protected health information (PHI) for the purpose of preventing and controlling disease. Toiyabe is the designated Public Health Authority for its member Tribes.

The intent of the MOU is to streamline the sharing of critical COVID-19 patient information between Toiyabe and Public Health to ensure both agencies have adequate assessment of COVID-19 cases in Mono County, can effectively conduct contact tracing and prevention, and share resources in preventing and controlling the spread of the virus.

### **Fiscal Impact/Budget Projections:**

There is no impact on the Mono County General Fund.

For questions regarding this item, please call Bryan Wheeler (760) 924-1835.

Submitted by Bryan Wheeler, Public Health Director

Reviewed by Bryan Wheeler, Public Health Director

**MEMORANDUM OF UNDERSTANDING BETWEEN TOIYABE INDIAN HEALTH PROJECT AND MONO COUNTY PUBLIC HEALTH DEPARTMENT RELATED TO THE SHARING OF COVID-19 INFORMATION AND RESOURCES.**

This Memorandum of Understanding (MOU) between Toiyabe Indian Health Project (“Toiyabe”) and Mono County, on behalf of its Public Health Department (“DPH”) (collectively the “Parties”) is made and entered into this 21 day of October, 2020 to ensure public safety and health during the COVID-10 pandemic experienced in Mono County and throughout the State of California.

**WHEREAS**, DPH is a public health authority authorized by law to receive personal health information (PHI) for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions pursuant to 45 CFR §§ 164.512(b)(1)(i) and 164.501; and

**WHEREAS**, the Toiyabe Indian Health Project is the consortium health care provider for seven (7) federally recognized tribes (tribes) located in Inyo and Mono Counties. Indian Health Service, an agency within the U.S. Department of Health and Human Services, is primarily responsible for providing Native Americans health care either through direct services or through contract (aka 638 contracts) services with tribes. The Toiyabe member tribes, allocate their 638 contract funds to Toiyabe to provide health care to their members and other Native Americans in their defined “service area” approved by Indian Health Services. Toiyabe is a public health authority defined under 45 CFR 164.501 and is authorized to share PHI with other public health authorities as provided for under 45 CFR § 164.512(b)(1)(i).

**1. PURPOSE.** The Parties recognize that the COVID-19 pandemic is a public health emergency that transcends jurisdictional boundaries and that coordination between intergovernmental agencies and health providers is essential for the protection of lives and for best use of available assets. Through this MOU, Toiyabe and DPH will share information on patients identified as COVID-19 positive, as well as the patient’s prior contact information so that proper contact tracing can be conducted by DPH. The intent of this MOU is to streamline the sharing of critical COVID-19 patient information between Toiyabe and PHD to ensure both agencies have an adequate assessment of COVID-19 cases in the county, contact tracing can be promptly performed by DPH to contain the spread of COVID-19, and the public is provided with accurate public health information on the pandemic.

**2. EFFECTIVE DATE AND TERM.** This MOU shall become effective immediately upon signing by the last Party. The MOU shall remain in effect between Parties until participation in this MOU is terminated pursuant to Section 6.

**3. COSTS AND REIMBURSEMENT.** Neither Party to this MOU will be charged a fee nor administrative costs associated with providing information as outlined in this MOU or for the contact tracing performed by DPH of patients referred by Toiyabe.

#### **4. INFORMATION SHARING PROTOCOL.**

a. Authorized Representative: Each Party to this MOU will identify the authorized representative for their respective agency who will be the contact for providing and receiving information on persons who have tested positive for COVID-19 and information regarding the contacts the person has had prior to receiving the positive test result.

b. Information Provided: Toiyabe will provide DPH with the name and contact information of any patient, Toiyabe personnel, or other person who has tested positive for COVID-19 at a Toiyabe facility. In addition, Toiyabe will provide DPH the names and contact information of all persons with whom those persons have had contact within the two weeks prior to testing positive for COVID-19.

DPH will provide Toiyabe with the names of all persons who have tested positive for COVID-19 through DPH testing or testing by another service provider within Mono County, as well as any persons who have had contact with those persons, if either that person or a person with whom he/she has had contact, has been in contact with a Toiyabe facility, health care provider or personnel.

c. Protected Information. Both Parties are covered entities under the Health Insurance Portability and Accountability Act (HIPAA) and are authorized to share protected health information (PHI) pursuant to 45 C.F.R. 164.512(b)(1)(i). However, all shared between Toiyabe and PHD pursuant to this MOU will be in strict compliance with HIPAA will be in compliance with 45 C.F.R. 164.502(b)(PHI disclosed for public health purposes is limited to the minimum amount necessary to accomplish the public health purpose.)

b. Additional Protocols. The Parties' authorized representatives may develop additional information sharing protocols to provide for the streamlining of the information to be shared between the Parties as long as such protocols are not in conflict with provisions of this MOU.

**5. PERSONNEL EMPLOYMENT STATUS.** This MOU does not create an employee/employer relationship or independent contractor relationship between the Parties. Each Party is responsible for maintaining all information shared under the MOU in accordance with their internal confidentiality process and procedures and in accordance with HIPAA and applicable state law including, but not limited to, California's Confidentiality of Medical Information Act.

**6. TERMINATION AND WITHDRAWAL.** A Party opting to terminate this MOU shall provide written termination notification to the authorized representative identified under this MOU. Notice of termination becomes effective upon receipt by the Party's authorized representative.

#### **7. GENERAL TERMS**

a. Amendments. No provision of this MOU may be amended, altered or rescinded by a Party without the written consent of the other Party. Amendments shall be in writing and will become effective upon the approval of the modification by both Parties.

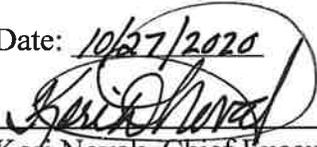
b. Other or Prior MOUS. This MOU is not intended to be exclusive among the Parties. Any Party may enter into separate MOU with any other entity. No such separate MOU shall terminate any responsibility under this MOU.

c. Successors and Assigns. This MOU is not transferable nor assignable, in whole or in part, and either Party may terminate its participation in the MOU pursuant to Section 6.

d. No Third-Party Beneficiary. This MOU is for the sole and exclusive benefit of the Parties and shall not create a contractual relationship with, or cause of action in favor of, any third party.

e. Entire MOU. This MOU constitutes the entire MOU between the Parties.

IN WITNESS WHEREOF, this MOU has been executed and approved and is effective and operative as to each of the Parties as herein provided.

Date: 10/27/2020  
  
\_\_\_\_\_  
Kori Novak, Chief Executive Officer  
Toiyabe Indian Health Project

Date: \_\_\_\_\_  
\_\_\_\_\_  
Bryan Wheeler, Director  
Mono County Public Health Department



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 10, 2020

**Departments: Information Technology**

**TIME REQUIRED**

**SUBJECT** Agreement with Chalfant Fire  
Department for Installation of  
Communications Equipment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### **AGENDA DESCRIPTION:**

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

Proposed license agreement with Chalfant Valley Public Utility District (Chalfant Valley Fire Department) for the placement and maintenance of communications equipment on fire station property.

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### **RECOMMENDED ACTION:**

Determine that the project is exempt from review under sections 15301 (existing facilities); 15303 (small facilities); and 15311 (accessory structures) of the California Environmental Quality Act Guidelines and direct staff to file a notice of exemption. Approve County entry into proposed agreement and authorize the Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

---

### **FISCAL IMPACT:**

The cost of the tower with necessary engineering to meet California Building Code requirements is \$5,700. In addition a soils report had to be obtained for \$750. The Mono County Radio Budget will cover these costs, plus the \$100/mo. charge for accessing Digital 395 at this location.

---

**CONTACT NAME:** Nate Greenberg

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

---

**SEND COPIES TO:**

---

**MINUTE ORDER REQUESTED:**

YES  NO

---

### **ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">License Agreement</a>
<input type="checkbox"/> <a href="#">Exhibit A</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/6/2020 11:38 AM	County Administrative Office	Yes
11/5/2020 3:22 PM	County Counsel	Yes
11/6/2020 11:27 AM	Finance	Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

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

Nate Greenberg  
*Information Technology Director*

November 10, 2020

**To** Honorable Board of Supervisors  
**From** Nate Greenberg, Information Technology Director  
**Subject** Chalfant Fire Department Radio Tower and Equipment Installation

**Recommendation**

1. Authorize License Agreement with Chalfant Valley Community Services District (Chalfant Fire) for the placement of radio communications equipment on the District's Fire Station.
2. Find that the project is exempt from CEQA individually and collectively under 14 CCR §§ 15303 (small facilities); 15311 (accessory structures); and 15301 (existing facilities) and direct staff to file a Notice of Exemption.

**Discussion**

As part of the effort to improve the quality of radio communications throughout the County, Mono County Information Technology is carrying out a short-term project which aims to establish more reliable communication links to several of our mountaintop repeater sites. To accomplish this, valley-floor locations will be used for these links.

The location of the Chalfant Fire Department has been identified for this purpose based on its proximity to the Casa Diablo and Antelope Mountain mountaintop sites, as well as the availability of Digital 395 at that location. In order to ensure that the site is fully functional and reliable, however, a new 35' radio communications tower needs to be installed and equipment must be placed on and within the fire station building (as well as on the tower). This work would be performed by the Mono County Public Works and Information Technology Departments and falls below the threshold requiring competitive bidding.

The property on which the Fire Department building sits is owned by LADWP and leased to Mono County pursuant to an agreement entered into in 1980. Because the County leases the land from DWP, DWP's approval is required for installation of the Tower. The Fire Station is owned by Chalfant Fire and their approval is necessary to install equipment on and inside the station. The proposed License Agreement has been approved by Chalfant Fire and would authorize the County to install equipment on their fire station and to access and utilize that equipment for a period of ten years. In exchange, the County covers the cost to access Digital 395 at the site (currently \$100.00/month) which compensates the District for its grant of the license.

**Fiscal Impact**

The cost of the tower with necessary engineering to meet California Building Code requirements is \$5,700. In addition a soils report had to be obtained for \$750. The Mono County Radio Budget will cover these costs, plus the \$100/mo. charge for accessing Digital 395 at this location.

**Strategic Plan Alignment**

**Mono County Strategic Priorities**

1. Improve Public Safety & Health
- ☒ 2. Enhance Quality of Life for County Residents

**IT Strategic Initiatives**

- ☒ 1. Customer Success
- ☒ 2. Infrastructure & Security

- ✘ 3. Fiscally Health County & Regional Economy
- 4. Improve County Operations
- ✘ 5. Support the County Workforce

- 3. Communications
- ✘ 4. Engaged & Empowered Users
- ✘ 5. Usability & Access
- ✘ 6. Data Quality & Availability

**LICENSE AGREEMENT**  
**CHALFANT VALLEY COMMUNITY SERVICES DISTRICT**  
**(OPERATING AS THE CHALFANT VALLEY FIRE DEPARTMENT)**

This LICENSE AGREEMENT (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Chalfant Valley Community Services District, operating as the Chalfant Valley Fire Department (“DISTRICT”) and COUNTY OF MONO (“COUNTY”), a political subdivision of the State of California. DISTRICT and COUNTY are collectively referred to herein as the “Parties”.

**Recitals**

A. DISTRICT is a community services district under the California Community Services District Act (Cal. Gov’t Code §§ 61000 et seq.), which provides fire protection, first responder and emergency medical services within its jurisdictional boundaries, and in other areas pursuant to mutual aid agreements.

B. DISTRICT owns and operates a structure from which it carries out its operations (the “Fire Station”), located on property leased to COUNTY by the Los Angeles Department of Water and Power (LADWP) and pursuant to the permission of the COUNTY. The Fire Station is shown on Exhibit “A”. The leased land is identified as a portion of Assessor’s Parcel Number (APN) 026-200-003-000, in Chalfant, Mono County, California (the “Property”).

C. COUNTY owns and operates an emergency radio system which is used to communicate by and between Mono County dispatch and the various entities within Mono County, including DISTRICT, for the purpose of providing emergency response/first responder services.

D. COUNTY desires to install certain infrastructure and equipment, as described below, at the Fire Station and on the Property for the purpose of enhancing its emergency communication system. DISTRICT is willing to allow COUNTY to install such equipment on its Fire Station, in accordance with the terms and conditions set forth in this Agreement (the “Project”). No permission is required from DISTRICT for County use of the Property.

E. The Project is exempt from the California Environmental Quality Act (CEQA) individually and collectively under 14 CCR §§ 15303 (small facilities); 15311 (accessory structures); and 15301 (existing facilities).

**Agreement**

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Grant of License.** During the term of this Agreement, as provided in Section 2, DISTRICT hereby grants to COUNTY a non-exclusive License to use the portions of the Fire Station depicted on Exhibit “A” (the “License Area”) according to the terms and conditions, and for the purposes, more fully described below.

1.1 DISTRICT grants to COUNTY a non-exclusive License to use the License Area for the following purposes:

- (a) Affix a mount port hole assembly the Fire Station building, penetrating the building and connecting to a 35’ Rohn Tower (“Tower”) with accompanying foundation, which COUNTY intends to install within its lease area on the Property to the north side of the Fire Station.

- (b) The running of two LDF coax cables from existing equipment rack on the south side of the Fire Station to the north side port hole and Tower; installation of a lightning suppressor and connection to grounding rod.
- (c) The installation of two Telewave ANT150D antennas on the Tower.
- (d) The installation of an equipment rack with network equipment, radio equipment and battery back-up, which would be powered by existing electric service in the Fire Station (including existing automatic back-up generator), on the interior south wall of the Fire Station.
- (e) Additional equipment, racks, cables or similar items which are determined by COUNTY in its sole discretion to be necessary to its effective use of the Property/Fire Station for emergency communications as described in this Agreement, provided that their addition would not have the potential to significantly impact the environment. In the event such additional items are identified, COUNTY shall provide DISTRICT with a written description and diagram of the proposed additions. No installation shall occur without DISTRICT's written consent, which consent shall not be unreasonably withheld. The License Area shall thereafter include the location of such additional items.
- (f) The equipment and other items described in subparagraphs (a) through (e), but excluding the Tower, are collectively referred to in this Agreement as the "Equipment".
- (g) Unrestricted access to the Property and the Fire Station by County staff for the purposes of maintaining, repairing and/or upgrading the Equipment.

1.2 Title to the Equipment and the Tower shall remain with COUNTY for the duration of this License Agreement and COUNTY shall be solely responsible for the cost and expense of removing any Equipment located on or within the Fire Station at the expiration of the term, unless otherwise agreed-to in writing by the Parties.

1.3 DISTRICT will pay ongoing operating expenses associated with operating the Equipment, including the cost of power and propane.

1.4 This grant of License shall in no way be construed to create any ownership, possessory, easement, or other use right in and to the Fire Station or the Property, except insofar as expressly set forth herein. No further or secondary uses shall be inferred or implied.

1.5 Should DISTRICT desire to utilize the Tower for the installation of equipment related to DISTRICT's operations, it shall make a written request to COUNTY describing the equipment, location and terms of such use. COUNTY will process such request in accordance with law and COUNTY policy.

2. Term. This License shall be effective as the last date below and shall remain in effect for a period of ten years, unless sooner terminated by mutual agreement of the parties. Notwithstanding the foregoing, should County remove the Equipment sooner than the expiration date and repair the License Area to the satisfaction of DISTRICT (which shall not be unreasonably withheld), then this Agreement shall automatically terminate.

3. Assignment. This grant of License is personal to COUNTY and is not assignable, whether voluntary or involuntary, by operation of law or otherwise. Any attempt to assign this License shall be null and void and shall be deemed a termination of this License.

4. Compliance with Laws; Use Restrictions. In addition to all other obligations and duties of COUNTY to properly and safely maintain the portion of the Fire Station being used hereby, whether express, implied, or generally imposed by law, COUNTY shall maintain the Fire Station in full compliance with all applicable federal, state, and local laws, rules, regulations, zoning requirements, all to safely ensure against any loss or damage of any

kind to any person or property, and so as to not unreasonably interfere with the operations of DISTRICT and DISTRICT's use of the Fire Station.

5. License Fee. In exchange for grant of the license described in this Agreement, COUNTY shall pay the cost of DISTRICT'S connection to the Digital 395 network (currently \$100.00/month). Such payments shall be made by COUNTY directly to the provider on DISTRICT's behalf.

6. Insurance. COUNTY shall provide, supply, and maintain all necessary insurance, including without limitation, general liability insurance. COUNTY shall provide to DISTRICT upon reasonable request therefor a certificate of insurance and additional insured endorsement for General Liability Policy is in full force and effect. The limits of any liability policy shall be not less than \$1,000,000 per occurrence. Insurance shall be maintained with a carrier licensed by the State of California Department of Insurance with a Best rating of not less than "A-". COUNTY shall immediately notify DISTRICT of any change or cancellation of any insurance policy in effect pursuant to this Agreement. In the event of any notice of cancellation given to COUNTY, COUNTY shall reinstate all such insurance within thirty (30) days of such notice.

DISTRICT shall procure and maintain during the entire term of this agreement the following insurances against claims for injuries to persons or damages to COUNTY property which may arise from or in connection with this Agreement.

General Liability. A policy of Comprehensive General Liability Insurance which covers all property damage and 3rd party personal and bodily injury related to the rights granted under this License Agreement. 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.

Workers' Compensation. DISTRICT 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 volunteers engaged in services or operations under this Agreement. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of COUNTY for all injuries related to this Agreement.

Following execution of this Agreement and upon request by County Risk Manager, DISTRICT shall provide a certificate of insurance evidencing the coverage required with Mono County, PO Box 696, Bridgeport CA 93517 as a certificate holder and 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.

7. Indemnity. COUNTY shall indemnify, defend, and hold DISTRICT and its affiliates, agents, employees, officers, directors and representatives, financially free and harmless from any and all claims, injuries, demands, liabilities, actions, causes of action, debts, or any other matter whatsoever which may be asserted by any person or entity arising out of or in connection with the acts or omissions of COUNTY under this Agreement, including attorney's fees and costs.

DISTRICT shall indemnify, defend, and hold COUNTY and its affiliates, agents, employees, officers, directors and representatives, financially free and harmless from any and all claims, injuries, demands, liabilities, actions, causes of action, debts, or any other matter whatsoever which may be asserted by any person or entity arising out of or in connection with the acts or omissions of DISTRICT under this agreement , including attorney's fees and costs.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of each of the parties hereto. This provision shall not supersede or abrogate the provisions of Section 3.

9. Notices. Any notices to be given by either party to the other shall be in writing and shall be

transmitted either by (1) personal delivery, (2) mail, registered or certified, postage prepaid with return receipt requested, (3) by an overnight delivery service (e.g., Federal Express), or (4) by facsimile or email transmission with a confirmation copy by regular mail, first class postage prepaid. Overnight delivery or mailed notices shall be addressed to the parties at the addresses listed below. Facsimile notices shall be transmitted to the telephone numbers or email addresses listed below. Each party may change that address, facsimile telephone number, or email address by giving written notice in accordance with this Section 11. In the event of any mailing, notice shall be deemed given on the 3rd day after deposit. The contact information of each of the parties is as follows:

To DISTRICT: Chalfant Valley Fire Department  
Attn: General Manager  
215 Valley Road  
Chalfant, CA 93514  
Facsimile:  
Email:

To COUNTY: County of Mono Information Technology Department  
Attn: Nate Greenberg, Information Technology Director  
P.O. Box 7657 (for US Mail)  
1290 Tavern Road (for all other delivery)  
Mammoth Lakes, CA 93546  
Facsimile Telephone No.:  
Email: [ngreenberg@mono.ca.gov](mailto:ngreenberg@mono.ca.gov)

With a copy to: Mono County Counsel  
Attn: Stacey Simon, County Counsel  
P.O. Box 2415 (for US Mail)  
1290 Tavern Road (for all other delivery)  
Mammoth Lakes, CA 93546  
Facsimile Telephone No.: 760-924-1701  
Email: [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

10. Default. In the event either party determines there is a default or breach of any term or provision of this Agreement, such party shall provide written notice to the other party, setting forth in sufficient detail, the nature, extent, and scope of the claim of default or breach. Thereafter, the alleged defaulting party shall have five (5) days to remedy, cure, or otherwise correct the default or breach. Should the alleged defaulting party not so remedy or otherwise cure the default within the five (5) day time period, the non-defaulting party may immediately commence legal action to enforce this Agreement. Should there be an event or occurrence of default or breach which cannot be cured within the time periods set forth herein and requiring immediate or emergent action or remedy, a written notice of default shall be required; however, the non-defaulting party may immediately thereafter commence legal action to enforce this Agreement.

11. Effect of Waiver. No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction, or condition of this Agreement. The consent or approval of either party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

12. Integration. It is intended by the parties that this Agreement be the final expression of the intentions and agreements of the parties. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or in writing, between the parties hereto and contains all of the covenants and agreements between the parties. No other agreements, representations, inducements, or promises, not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged.

13. Representation by County Counsel. The Mono County Counsel's Office has disclosed to the parties that it has a pre-existing attorney-client relationship with each of them (Mono County and the Chalfant Valley Fire Protection District). Knowing that, the parties nevertheless give their informed written consent to the County Counsel's office advising the County in regard to this Agreement. The parties knowingly and voluntarily waive any actual or potential conflict associated with such representation.

14. Facsimile Signatures; Counterparts. Facsimile signature pages shall be deemed original signature pages and shall be admissible as the same in a court or other tribunal as though such were originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages (including those transmitted by electronic or facsimile means) shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

15. Governing Law, Venue. This Agreement shall be interpreted under the laws of the State of California. Exclusive venue for any legal action shall be Mono County, California.

16. Incorporation of Exhibits. All exhibits referenced in this Agreement, including those exhibits referenced in the Recitals, are attached hereto and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this agreement on the date and year first above written.

**CHALFANT VALLEY CSD**

BY: \_\_\_\_\_  
Gina Barsi, Chair

**COUNTY OF MONO**

BY: \_\_\_\_\_  
Stacy Corless, Chair  
MONO COUNTY BOARD OF SUPERVISORS

APPROVED AS TO FORM

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

APPROVED BY RISK MANAGEMENT

\_\_\_\_\_  
Mono County Risk Manager



Chalfant Valley Fire Station  
123 Valley Road  
Chalfant, CA 93514  
APN: 026-200-003-000



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 10, 2020

**TIME REQUIRED**

**SUBJECT**

Los Angeles Department of Water and Power (LADWP) Notice of Intent to Adopt a Mitigated Negative Declaration

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

The City of Los Angeles Department of Water and Power (LADWP) prepared an Initial Study for the Mono Basin Water Rights Licenses Project. Based on the information contained in the Initial Study, LADWP intends to adopt a Mitigated Negative Declaration for the project under the California Environmental Quality Act (CEQA).

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Queenie Barnard

**PHONE/EMAIL:** 760-932-5534 / qbarnard@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Letter</a></p>
---

**History**

Time	Who	Approval
11/5/2020 9:35 AM	County Administrative Office	Yes
11/4/2020 2:10 AM	County Counsel	Yes
11/5/2020 6:19 AM	Finance	Yes



CUSTOMERS FIRST

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NOV - 2 2020

OFFICE OF THE CLERK

Eric Garcetti, Mayor

Board of Commissioners  
Cynthia McClain-Hill, President  
Susana Reyes, Vice President  
Jill Banks Barad  
Nicole Neeman Brady  
Susan A. Rodriguez, Secretary

Martin L. Adams, General Manager and Chief Engineer

## NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

**Date:** October 30, 2020

**To:** Agencies, Organizations, and Interested Parties

**Subject:** Notice of Intent to Adopt a Mitigated Negative Declaration for the Mono Basin Water Rights Licenses Project

The City of Los Angeles Department of Water and Power (LADWP) prepared an Initial Study for the Mono Basin Water Rights Licenses Project. Based on the information contained in the Initial Study, LADWP intends to adopt a Mitigated Negative Declaration for the project under the California Environmental Quality Act (CEQA). LADWP is the CEQA Lead Agency for the project.

**Project Location:** The project area is located on the eastern slope of the Sierra Nevada Mountains encompassing the regions of Mono Basin including Grant Lake Reservoir, Rush, Lee Vining, Parker and Walker Creeks. Grant Lake Reservoir is located in Mono County, California; approximately 7 miles south of the community of Lee Vining in Sections 3, 4, 9, 10, 15, and 16 of Township 1 South, Range 26 East, as shown on the Lee Vining and June Lake U.S. Geological Survey (USGS) 15-minute quadrangle maps. The latitude/longitude of the Grant Lake Reservoir dam is 37.86219°N/-119.10379°W (WGS84). The site is accessed from U.S. Highway 395.

**Project Description:** LADWP proposes to implement Water Rights Licenses 10191 and 10192 as "living licenses" that include stream flow management and modification of the Grant Lake Reservoir spillway to allow for controlled releases of larger volumes of water from the reservoir during wetter time periods under the guidance of the State Water Resources Control Board (SWRCB). The proposed Stream Ecosystem Flow (SEF) regime follows the recommendations provided in the 2010 Mono Basin Stream Restoration and Monitoring Program: Synthesis of Instream Flow Recommendations summarizing the 12-year monitoring program (Synthesis Report). The SEFs were developed by the SWRCB-appointed stream scientists after 12 years of study and are intended to achieve goals of "functional and self-sustaining stream systems with healthy riparian ecosystem components" and "trout in good condition" for Rush Creek and Lee Vining Creek.

**Environmental Effects:** The Initial Study describes potentially significant impacts of the proposed project on biological resources, cultural resources, and geology and soils. Mitigation measures have been defined to reduce impacts to less than significant levels. Other effects found to be less than significant are also described in the Initial Study.

*Hazardous Waste Disclosure*

Per Section 15087 (c)(6) of the CEQA Guidelines, the proposed project is not on any of the lists enumerated under Section 65962.5 of the California Government Code.

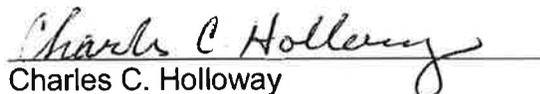
**Public Review of the Initial Study:** The public review period commences on October 30, 2020 and concludes on December 15, 2020 at 5:00 pm. A copy of the Initial Study is posted at [www.ladwp.com/envnotices](http://www.ladwp.com/envnotices). Copies of the Initial Study are also available for review at LADWP offices in Los Angeles (111 North Hope Street, Room 1044) and Bishop (300 Mandich Street).

**Public Comments:** During the public review period, written comments concerning the adequacy of the Initial Study may be submitted. Comments must be submitted by December 15, 2020. Please submit your comments to the following address:

Los Angeles Department of Water and Power  
111 North Hope Street, Room 1044  
Los Angeles, California 90012  
Attn: Ms. Jane Hauptman  
Email: [Jane.Hauptman@ladwp.com](mailto:Jane.Hauptman@ladwp.com)

If you require additional information, please contact Ms. Jane Hauptman at [Jane.Hauptman@ladwp.com](mailto:Jane.Hauptman@ladwp.com) or (213) 367-0968.

Signature:



Charles C. Holloway

Manager of Environmental Planning and Assessment



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 10, 2020

**Departments: Elections**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Shannon Kendall, Registrar of Voters

**SUBJECT** Election Update

---

### AGENDA DESCRIPTION:

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

Update on November 3, 2020, General Election.

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### RECOMMENDED ACTION:

None, informational only.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** 760-932-5533 / skendall@mono.ca.gov

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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### History

Time	Who	Approval
11/5/2020 2:06 PM	County Administrative Office	Yes
11/5/2020 3:05 PM	County Counsel	Yes
11/5/2020 2:33 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 10, 2020

**Departments: Sheriff**

**TIME REQUIRED** 20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sheriff Braun, County Counsel Simon

**SUBJECT** Update on Wildfires and Review of  
Open Fire Ban

**AGENDA DESCRIPTION:**

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

Update and discussion regarding status of wildfires across the State and in Mono County. Weekly review of need for Urgency Ordinance Prohibiting Open Fires on Private Property Within the Unincorporated Area of Mono County Due to Extreme Fire Danger.

**RECOMMENDED ACTION:**

Hear update and potentially adopt proposed ordinance terminating open fire ban.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-648-3270 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Ordinance</a></p>
--

**History**

Time	Who	Approval
11/4/2020 3:27 PM	County Administrative Office	Yes
11/4/2020 2:12 AM	County Counsel	Yes
10/29/2020 2:32 PM	Finance	Yes



ORDINANCE NO. ORD20-\_\_

**AN URGENCY ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS  
TERMINATING PROHIBITION OF OPEN FIRES ON PRIVATE PROPERTY WITHIN  
THE UNINCORPORATED AREAS OF MONO COUNTY ENACTED  
BY ORD 20-09, AND AMENDED BY ORD 20-11**

**WHEREAS**, in light of the extreme fire danger facing both the State as a whole, and Mono County specifically, the Mono County Board of Supervisors adopted an urgency ordinance on September 8, 2020, (ORD 20-09), amended on October 6, 2020 (ORD 20-11), prohibiting the maintenance of open fires on private lands within the County; and

**WHEREAS**, due to precipitation forecast for the weekend of November 7-8, conditions are expected to change such that the ban is no longer necessary for the prevention of wildfire and/or the protection of public safety, property and the environment;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS** that the prohibition on outdoor fires, including campfires, bonfires, pit fires, or any other open flame fire on all private lands within the unincorporated area of Mono County enacted by ORD 20-09, and subsequently amended by ORD 20-11, is hereby terminated.

**BE IT FURTHER RESOLVED THAT** this ordinance supersedes and replaces, to the extent inconsistent therewith, Mono County ORD 20-11, and shall become effective immediately upon its adoption as an urgency measure pursuant to Government Code sections 65858 and 25123. The Clerk of the Board shall post this ordinance and also publish it in the manner prescribed by Government Code section 25124 no later than 15 days after its adoption.

**PASSED, APPROVED and ADOPTED** this 10<sup>th</sup> day of November, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Stacy Corless, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 10, 2020

**Departments: CAO**

**TIME REQUIRED** 30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robert C. Lawton, CAO, Dr. Tom Boo,  
Mono County Health Officer

**SUBJECT** COVID-19 (Coronavirus) Update

**AGENDA DESCRIPTION:**

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

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Robert C. Lawton, Dr. Tom Boo

**PHONE/EMAIL:** 760-932-5415 / rlawton@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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No Attachments Available

**History**

Time	Who	Approval
11/5/2020 9:05 AM	County Administrative Office	Yes
11/5/2020 8:18 AM	County Counsel	Yes
10/30/2020 3:27 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 10, 2020

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Robert C. Lawton, CAO

**SUBJECT** Inyo / Mono County Veteran Affairs Representative Update

**AGENDA DESCRIPTION:**

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

Report and discussion on the Inyo / Mono County Veteran Affairs representative.

**RECOMMENDED ACTION:**

Receive report and provide staff direction.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Robert C. Lawton, CAO

**PHONE/EMAIL:** 760-932-5415 / rlawton@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
11/5/2020 2:06 PM	County Administrative Office	Yes
11/5/2020 3:06 PM	County Counsel	Yes
11/5/2020 2:32 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 10, 2020

**Departments: EMS**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Chris Mokracek, EMS Chief

**SUBJECT** Agreement with Chalfant Valley Community Services District Regarding Emergency Medical Services Stipend and Billing

### AGENDA DESCRIPTION:

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

Agreement between Mono County EMS and the Chalfant Valley Community Services District replacing and updating current agreement to include the provision of ambulance billing services by the County and an increase to the response stipend from \$300.00 to \$500.00.

### RECOMMENDED ACTION:

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

### FISCAL IMPACT:

Annual increase in EMS spending of \$6,000, which can be absorbed into the EMS Department's existing FY 2020-21 budgeted appropriations.

**CONTACT NAME:** Chris Mokracek

**PHONE/EMAIL:** 760-924-4632 / cmokracek@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Staff Report](#)

[CVFD MOU](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/4/2020 12:59 PM	County Administrative Office	Yes
11/4/2020 1:43 AM	County Counsel	Yes
10/30/2020 3:38 PM	Finance	Yes



# MONO COUNTY EMERGENCY MEDICAL SERVICES

**DATE:** November 10, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Chris Mokrcek, EMS Chief

**SUBJECT:** Chalfant Valley FD – Mono County EMS MOU Update

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## **Recommendation**

The Chalfant Valley Fire Department Board of Directors request the following:

- Increase the per call stipend from \$300 to \$500 per EMS call.
- Authorize MCEMS to conduct ambulance billing services for CVFD as detailed in the modified MOU.

## **Discussion**

The Chalfant Valley Fire Department has worked very hard to increase membership and train staff to the emergency medical technician level. The goal is to motivate and retain staff to respond to emergencies in the Tri-Valley area. The stipends will be paid to the department for distribution to members.

CVFD has also requested that MCEMS provide ambulance billing services for all transports provided by the CVFD. MCEMS has the capacity to process these additional ambulance bills. In FY 2020, the CVFD responded to 28 EMS calls and transported 17 to Northern Inyo Hospital. This new revenue stream will assist CVFD in the replacement or upgrade of lifesaving equipment.

## **Fiscal Impact**

Annual increase of \$6,000 per year to the EMS Contract Services line for stipends. This increase can be funded within the remaining fiscal year.

Estimated annual ambulance revenue to CVFD - \$6,000-\$8,000. Processing fee revenue to MCEMS - \$300-\$400 annually.

**SECOND AGREEMENT BETWEEN THE COUNTY OF MONO AND THE  
CHALFANT VALLEY FIRE PROTECTION DISTRICT  
FOR COUNTY FINANCIAL CONTRIBUTION TO THE DISTRICT'S PROVISION OF  
BLS EMERGENCY MEDICAL TRANSPORT SERVICES AND  
FOR THE PROVISION OF BILLING SERVICES**

**WHEREAS**, the County of Mono ("County") operates an emergency medical services program (Mono County EMS) that includes operating and staffing advanced life support (ALS) paramedic rescue vehicles within areas designated as exclusive operating areas and areas designated as non-exclusive operating areas by the 2004 Exclusive Operating Area Plan for Mono County (the "EOA Plan"); and

**WHEREAS**, the EMS system throughout Mono County relies on the provision of first-responder, basic life support (BLS) services by local volunteer fire districts, which often are the first to respond in an emergency; and

**WHEREAS**, emergency medical services are subject to review and oversight by the Inland Counties Emergency Medical Agency (ICEMA), which is the local Emergency Medical Services Agency (LEMSA) for Mono, Inyo and San Bernardino Counties and has consented to this arrangement; and

**WHEREAS**, the portion of southeastern Mono County that is adjacent to United States Highway 6, and includes the community of Chalfant Valley, ("Chalfant Valley Community"), is not presently designated as an exclusive operating area under the EOA Plan, but is instead designated as non-exclusive Operating Area 4; and

**WHEREAS**, Mono County EMS and Symons Ambulance of Bishop, California, provide ALS and ambulance transport services within the Chalfant Valley Community, but response times can be lengthy due to the remote location of these communities. BLS services are provided by volunteers of the Chalfant Valley Fire Protection District ("District"); and

**WHEREAS**, the County shares the District's interest in improving the response times and services of BLS triage, assessment, and transport they provide, and recognizes that the District presently has limited financial resources with which to provide incentives and training to volunteers within the District; and

**WHEREAS**, the County would like to assist the District in improving their response times and the services of BLS triage, assessment, and emergency transportation services and, in 2019 entered into an agreement with the District to provide a financial contribution to its operations (the "2019 Agreement"); and

**WHEREAS**, the District has requested that the 2019 Agreement be revised to increase the amount of the County's financial contribution, authorize Mono County to provide billing services for the District and other minor revisions; and

**WHEREAS**, it is the parties' intention to effectuate the changes requested by the District by adoption of this agreement, which would supersede and replace in its entirety, the 2019 Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, County and the District hereby agree as follows:

1. County agrees to pay \$500.00 to the District for each call the District responds to and during which District volunteers provide EMS care or transport a sick or injured person to an emergency department or to a designated emergency medical transportation vehicle such as an ALS ambulance provider or an aircraft ambulance provider. County additionally agrees to provide, or reimburse District for, consumable medical supplies used in providing the EMS or transport services described in this paragraph or in providing training to District volunteers engaged in such services, and to pay District a lump sum of \$1,000 annually to cover District overhead and miscellaneous expenses associated with EMS response. This amount will be transferred into the District's account within the County Treasury in January of each year.
2. District will submit monthly invoices to Mono County EMS for consumable medical supplies purchased and for each call for which District is entitled to receive compensation pursuant to this Agreement. The invoice will be on a form provided by the Mono County Finance Department. The completed form must be submitted within 30 days from the date of the call for which the compensation is requested, or the medical supplies purchased. The form shall include information that documents the date and time of the call for services, the response time, the services provided, the location of the transport, the consumable supplies used, and other information as may be required by the County. County will maintain the confidentiality of such information as required by law.
3. County shall pay District for calls or consumable supplies within 30 days following receipt of the completed form set forth above. If County requires additional information, then County shall notify the District of the necessary information required and shall pay District within 30 days of receipt of all necessary information.
4. District shall verify and maintain all required emergency medical technician and/or paramedic (as applicable) pre-hospital credentials, certifications and licenses for any volunteer who responds to a call for first responder emergency medical services or BLS transportation services. District shall provide copies or verification of such certifications or licenses to County or ICEMA upon request. District shall maintain all emergency medical vehicles owned by District used to transport injured or sick persons in good working order and in well-maintained condition.
5. If the District has been provided with an EMS vehicle by County, District shall comply with the provisions of any Memorandum of Understanding pertaining to the use and maintenance of such vehicle. District shall ensure and be responsible for maintaining and supplying such vehicle(s) with all necessary BLS equipment, communication devices, and/or supplies as may be directed by the County or ICEMA, subject to reimbursement

for consumable supplies, as set forth in this Agreement. District agrees to maintain a cooperative and professional working relationship with the local hospitals, Mono County EMS, other first responders, and with other emergency medical transport entities.

6. District will not be entitled to receive payment under this agreement for "dry runs," meaning those calls to which District responds under the belief that there may be a need for medical services, but due to the circumstances of the call there is no need for the provision of EMS care or medical transport services by the District. District shall be required to keep and maintain a log that includes dry runs in order to assist County in developing data identifying the need for first responder emergency medical services in the Tri-Valley Communities.
7. District may request fees, as set forth in ICEMA's Rate Schedule, for services provided from any person or entity having the responsibility to pay District for such services and District is under no obligation to reimburse County for any such payments received. District shall apply such payments to provide volunteer incentives as set forth in paragraph 10 of this Agreement.
8. Upon District's request, County will provide billing services for District at a set rate of 5% (five percent) of billing charges, payable at collection. District shall provide such information as is necessary for County to perform these services, through ICEMA approved software tablet/system. These services do not include the collection of delinquent debt.
9. District is required to comply with all laws and regulations, including record keeping and retention, standard of care, and other rules governing EMS operations as may be required by State Law, ICEMA, or County, and shall be subject to audit by County, ICEMA, or any authorized agency to ensure compliance. District understands and agrees that any services provided by District are the sole responsibility of District and ensures and verifies that District is capable and able to provide competent emergency medical services. District shall defend, with counsel acceptable to County and ICEMA, indemnify and hold harmless County and ICEMA, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this agreement by District or District's volunteers, agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of District, its volunteers, agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.
10. District shall pay any funds (excluding funds paid as reimbursement for consumable medical supplies) received by District pursuant to this Agreement to its volunteers as an incentive to retain, train, and recruit volunteers who have, receive, and maintain emergency medical technician and/or paramedic (as applicable) certification and skills. Such funds shall be divided equally between the volunteers responding to the call for

which payment was made. The District and its volunteers shall be solely responsible for any tax, withholding, or other issues associated with such payments.

11. Workers Compensation Insurance. District shall provide Statutory Workers' Compensation insurance coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees and/or volunteers providing services for or on behalf the District and expressly acknowledges that such employees and/or volunteers are employees of the District for Workers Compensation purposes.
12. Medical Malpractice Insurance. District shall provide professional liability insurance (medical malpractice) in the amount of not less than two million dollars \$2,000,000.00 each occurrence/two million (\$2,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form: (A). The "retro Date" must be shown and must be before the date of the contract of the beginning of contract work. (B). Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work. (C). 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, the District must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the services described in this Agreement.
13. General Liability Insurance. District shall maintain a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by District 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.
14. Automobile Liability Insurance. District shall maintain a policy of Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. 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 District pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
15. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by District 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; 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.
16. District shall prepare and maintain all documentation relative to the payment to volunteers for which reimbursement pursuant to this Agreement is provided, including, without limitation, liability insurance, workers' compensation coverage; payroll/income tax deductions and reporting, training received, certifications; and licenses. District shall maintain these records for a period of at least four (4) years from the last date service was provided by the volunteer and shall permit County and/or ICEMA to inspect such records upon reasonable notice.
  17. This Agreement shall be entered into by and between the Mono County Board of Supervisors and the District's Board of Commissioners. This Agreement may be modified in writing by any persons authorized by the Board of Supervisors or Board of Commissioners.
  18. This Agreement shall remain in effect until June 30, 2025, unless earlier terminated by either party, or upon the request of ICEMA, upon the provision of thirty (30) days' written notice.
  19. County agrees to provide EMT/EMS training annually to District volunteers or to provide training funds to the Fire Chiefs' Association to enable the Association to provide such training when funding or resources are available in County's sole discretion. District volunteers may attend County EMT /EMS training when sufficient space for volunteers is available.
  20. This Agreement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its purposes. If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
  21. District shall prepare and maintain all documentation relative to the payment to volunteers pursuant to this Agreement, including, without limitation, liability insurance, workers' compensation coverage; payroll/income tax deductions and reporting, training received, certifications; and licenses. District shall maintain these records for a period of at least four (4) years from the last date service was provided by the volunteer, and shall permit County and/or ICEMA to inspect such records upon reasonable notice.
  22. No officer, agent, employee or volunteer of the District shall have authority to bind, or incur any obligation on behalf of, County or ICEMA nor hold themselves out to be representative, agent, employee or officer of County or ICEMA. It is expressly understood by both County and District that this Agreement shall not be construed

or considered to create an employer-employee relationship or joint venture between the parties and that District is solely responsible for determining the methods, means and details of providing District services.

23. The Mono County Counsel's Office has disclosed to the parties that it has a pre-existing attorney-client relationship with each of them (Mono County and the Chalfant Valley Fire Protection District). Knowing that, the parties nevertheless give their informed written consent to the County Counsel's office advising the County in regard to this Agreement. The parties knowingly and voluntarily waive any actual or potential conflict associated with such representation.
24. This Agreement shall supersede, and replace in its entirety, that Agreement between The County of Mono and the Chalfant Valley Fire Protection District for County Financial Contribution to District's Provision of Emergency Medical Transport Services, entered into on or about June 18, 2019, which shall be of no further force or effect.
25. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

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

**COUNTY OF MONO**

**CHAFANT VALLEY FIRE PROT. DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stacey Simon, Mono County Counsel**

**APPROVED BY RISK MANAGEMENT**

\_\_\_\_\_  
**Jay Sloane, Risk Manager**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 10, 2020

**Departments: Human Resources/CAO**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** David R Butters, HR Director

**SUBJECT** New Hire for Human Resources Specialist at Step B

**AGENDA DESCRIPTION:**

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

Request approval to hire Ryan Roe as Human Resources Specialist at Step B.

**RECOMMENDED ACTION:**

Authorize the hiring of Ryan Roe as Human Resources Specialist at Step B.

**FISCAL IMPACT:**

There is no fiscal impact as this position was budgeted at the E step.

**CONTACT NAME:** David R Butters

**PHONE/EMAIL:** 706-207-2143 / dbutters@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">Staff Report</a>

**History**

Time	Who	Approval
11/5/2020 2:06 PM	County Administrative Office	Yes
11/5/2020 3:15 PM	County Counsel	Yes
11/5/2020 2:33 PM	Finance	Yes



## County of Mono

### County Administrative

**Robert Lawton**  
County Administrative Officer

**Dave Butters**  
Human Resources Director

Date: November 10, 2020

To: The Honorable Board of Supervisors

From: Dave Butters

Subject: New Hire for Human Resources Specialist at Step B

**RECOMMENDED ACTION:**

Authorize the hiring of Ryan Roe as Human Resources Specialist in the CAO Office at Step B.

**FISCAL IMPACT:**

No impact to the General Fund. This position is approved at this level in the approved FY 20-21 budget.

**DISCUSSION:**

The Human Resources Specialist is an important position in the Human Resources department. A primary focus of this position is the recruitment and onboarding process for new employees. This includes advertising and outreach efforts, managing applicant flow including communication with applicants and department heads, employment offer letters and scheduling of new hire orientation, as well as administering any desired qualification testing. This position is the most public and employee-facing position in the department and as such requires good customer service skills and a broad knowledge of county policy and personnel-related topics.

Ryan Roe has 20 years' experience in Human Resources including responsibilities at the HR Manager and Director level. Ryan has extensive experience with recruitment strategies, organizational development, and employee relations. He also has extensive experience in a variety of HR information systems. His strong background will add a level of expertise and capacity to the Human Resources department which will significantly improve our performance and level of service to our employees and applicants.

We are fortunate to recruit a candidate as capable as Ryan Roe and I look forward to his contributions and career potential with Mono County.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 10, 2020

**Departments: Finance**

**TIME REQUIRED** 1 hour 15 minutes (1 hour presentation, 15 minutes discussion)

**PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher, Finance Director

**SUBJECT** 2020 Economic Outlook and General Fund Fiscal Performance

### AGENDA DESCRIPTION:

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

Presentation discussing the 2020 and beyond economic outlook, analysis of trends, review of the County's General Fund (GF) fiscal performance for the year ended June 30, 2020, and concluding with information about the status of GF carryover and reserve balances. Consider request to increase GF appropriations from GF carryover in the amount of \$1,000,000 and transfer to the Economic Stabilization Reserve Fund (requires 4/5ths Board approval).

### RECOMMENDED ACTION:

Receive presentation and discuss. Approve request to increase GF appropriations from GF carryover in the amount of \$1,000,000 and transfer to the Economic Stabilization Reserve Fund (requires 4/5ths Board approval).

### FISCAL IMPACT:

The request to increase GF appropriations increases reserve balances to \$6,412,712, or 16.6% of annual spending.

**CONTACT NAME:** Janet Dutcher

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">2019-20 GF Financial Results</a>
<input type="checkbox"/> <a href="#">Presentation</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/5/2020 9:35 AM	County Administrative Office	Yes
11/4/2020 1:39 AM	County Counsel	Yes
11/5/2020 6:18 AM	Finance	Yes



# DEPARTMENT OF FINANCE

## AUDITOR-CONTROLLER

### COUNTY OF MONO

---

*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM, MPA*  
Director of Finance

*Gerald Frank*  
Assistant Finance Director  
Treasurer - Tax Collector

**Date:** November 10, 2020

**To:** Honorable Board of Supervisors

**From:** Janet Dutcher, Finance Director

**Subject:** 2020 Economic Outlook and General Fund Fiscal Performance for FY 2019-20

**Action Requested:**

Receive presentation and discuss. Approve request to increase GF appropriations from GF carryover in the amount of \$1,000,000 and transfer to the Economic Stabilization Reserve Fund (requires 4/5ths Board approval).

**Discussion:**

More than two years ago, we began a journey towards understanding and becoming a more resilient organization. This includes incorporating a culture of building trust, which is to combine transparency, engagement, performance, and accountability. All four of these important ingredients are present in today's presentation starting with a review of the 2020 and beyond national, state, and local economic outlook followed by an analysis of our General Fund (GF) fiscal performance, including revenue and expenditure trends, for the fiscal year ended June 30, 2020, and concluding with information about the status of the GF's carryover and reserve balances.

As the GF performed better than anticipated for FY 2019-20, closing the year with greater fund balance carryover, this agenda item includes a request to transfer \$1,000,000 from carryover into the County's Economic Stabilization Reserve Fund.

**Fiscal Impact:**

The request to increase GF appropriations increases reserve balances to \$6,412,712, or 16.6% of annual spending.

## GENERAL FUND

### *Schedule of Carryover Balance*

Fund Balance, beginning of year at July 1, 2019	\$	6,480,651
FY 2019-20 Activity:		
Revenues		38,589,060
Expenditures		<u>(38,628,308)</u>
Fund Balance, end of year at June 30, 2020 before non-spendable		6,441,403
Less amounts not available for spending:		
Advance to Solid Waste Enterprise Fund		(174,013)
CDBG / Home loans (30 year deferrals and subject to revolving)		(887,327)
Prepaid expenses		(111,184)
Imprest cash		(520)
Inventory		(1,266)
Appropriated into FY 2020-2021 Budget		(3,126,363)
Proposed transfer to Economic Stabilization Reserve Fund		<u>(1,000,000)</u>
Fund Balance, end of year at June 30, 2020 to balance future budgets	\$	<u><u>1,140,730</u></u>
<b>RESERVE BALANCES AT JUNE 30, 2020</b>		
General Reserve	\$	2,689,364
Economic Stabilization		<u>3,723,348</u>
<b><i>TOTAL RESERVE BALANCES</i></b>	\$	<u><u>6,412,712</u></u>
<b><i>% of Total Spending</i></b>		<i>16.60%</i>
<b><i>GFOA Recommendation</i></b>		<i>25.00%</i>

# General Fund

## Actual Performance

Fiscal Years Ended June 30, 2012 through 2019

	2012	2013	2014	2015	2016	2017	2018	2019	2020
<b>REVENUES</b>									
Property Taxes	\$ 16,573,648	\$ 16,756,021	\$ 16,055,271	\$ 16,780,418	\$ 17,473,026	\$ 17,761,349	\$ 18,499,065	\$ 19,326,243	\$ 20,465,750
Excess ERAF	489,007	498,502	320,312	163,878	770,728	810,204	972,145	-	1,103,211
Transient Occupancy Taxes	2,264,301	2,213,500	2,336,116	2,522,101	2,804,127	3,070,318	3,252,710	3,230,031	2,862,995
Sales Taxes	326,167	414,579	483,756	318,388	567,844	585,375	597,336	579,126	650,259
Intergovernmental	4,909,038	5,227,976	5,091,018	4,539,431	4,754,755	4,746,926	4,774,607	4,602,103	4,473,109
Charges for Services	3,309,038	2,631,684	2,933,442	3,108,270	3,029,582	2,867,330	3,160,412	3,413,248	3,305,339
A-87 Reimbursement	1,402,775	1,426,346	1,050,314	1,406,727	2,007,885	1,468,614	1,321,638	1,568,478	1,731,376
Other Revenues	1,997,646	3,212,099	3,618,529	2,883,023	2,970,425	2,914,745	3,726,907	3,142,904	3,175,804
Transfers In	1,848,078	535,187	1,058,059	2,557,495	1,363,410	1,498,619	1,557,084	941,043	821,217
<b>TOTAL REVENUES</b>	<b>33,119,698</b>	<b>32,915,894</b>	<b>32,946,817</b>	<b>34,279,731</b>	<b>35,741,782</b>	<b>35,723,480</b>	<b>37,861,904</b>	<b>36,803,176</b>	<b>38,589,060</b>
<i>annual % change</i>		<b>-0.62%</b>	<b>0.09%</b>	<b>4.05%</b>	<b>4.27%</b>	<b>-0.05%</b>	<b>5.99%</b>	<b>-2.80%</b>	<b>4.85%</b>
<b>EXPENDITURES BY MAJOR OBJECT</b>									
Salary and Wages	14,011,335	13,371,076	13,679,535	12,767,691	12,652,171	12,829,522	13,350,496	13,589,859	14,602,279
Overtime	825,200	898,483	888,921	608,687	1,060,849	854,822	1,207,057	1,217,203	1,280,846
Benefits	8,579,571	7,985,650	8,400,578	7,986,643	8,307,045	8,747,648	9,727,468	10,045,473	9,585,103
Services	3,950,802	4,252,912	3,470,328	3,242,444	3,633,947	3,686,647	3,955,936	3,889,286	3,834,148
Facility	1,632,144	1,511,009	1,526,852	1,521,280	1,539,048	1,673,393	1,479,050	1,324,779	1,318,615
Insurance	1,262,858	1,172,956	1,553,941	945,421	830,845	1,043,424	1,403,739	1,629,987	1,449,787
Vehicle	999,852	889,602	925,272	784,541	748,217	829,010	1,447,760	1,480,094	1,168,955
Supplies	778,894	899,429	861,848	613,592	758,276	761,959	957,812	1,385,530	1,250,464
Training	517,113	466,539	331,192	231,750	291,605	284,049	383,262	322,716	360,547
Transfers Out	1,931,899	2,158,543	2,196,470	1,567,162	1,646,720	3,182,714	3,264,971	4,025,446	3,135,424
Support and Care of Others	457,583	440,375	339,792	314,298	270,454	257,956	465,133	222,434	476,633
Capital Outlay	363,790	335,012	300,458	209,112	233,848	569,101	263,173	91,993	3,814
Debt Service	-	-	-	43,658	46,056	98,700	129,333	116,347	161,693
Other Expenses	(308,685)	-	1,000	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>35,002,356</b>	<b>34,381,586</b>	<b>34,476,187</b>	<b>30,836,279</b>	<b>32,019,081</b>	<b>34,818,945</b>	<b>38,035,190</b>	<b>39,341,147</b>	<b>38,628,308</b>
<i>annual % change</i>		<b>-1.77%</b>	<b>0.28%</b>	<b>-10.56%</b>	<b>3.84%</b>	<b>8.74%</b>	<b>9.24%</b>	<b>3.43%</b>	<b>-1.81%</b>
<b>CHANGE IN FUND BALANCE</b>	<b>(1,882,658)</b>	<b>(1,465,692)</b>	<b>(1,529,370)</b>	<b>3,443,452</b>	<b>3,722,701</b>	<b>904,535</b>	<b>(173,286)</b>	<b>(2,537,971)</b>	<b>(39,248)</b>
<b>BEGINNING FUND BALANCE</b>	<b>5,998,940</b>	<b>4,116,282</b>	<b>2,650,590</b>	<b>1,121,220</b>	<b>4,564,672</b>	<b>8,287,373</b>	<b>9,191,908</b>	<b>9,018,622</b>	<b>6,480,651</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 4,116,282</b>	<b>\$ 2,650,590</b>	<b>\$ 1,121,220</b>	<b>\$ 4,564,672</b>	<b>\$ 8,287,373</b>	<b>\$ 9,191,908</b>	<b>\$ 9,018,622</b>	<b>\$ 6,480,651</b>	<b>\$ 6,441,403</b>

ECONOMIC OUTLOOK  
and  
GENERAL FUND FISCAL  
PERFORMANCE REVIEW

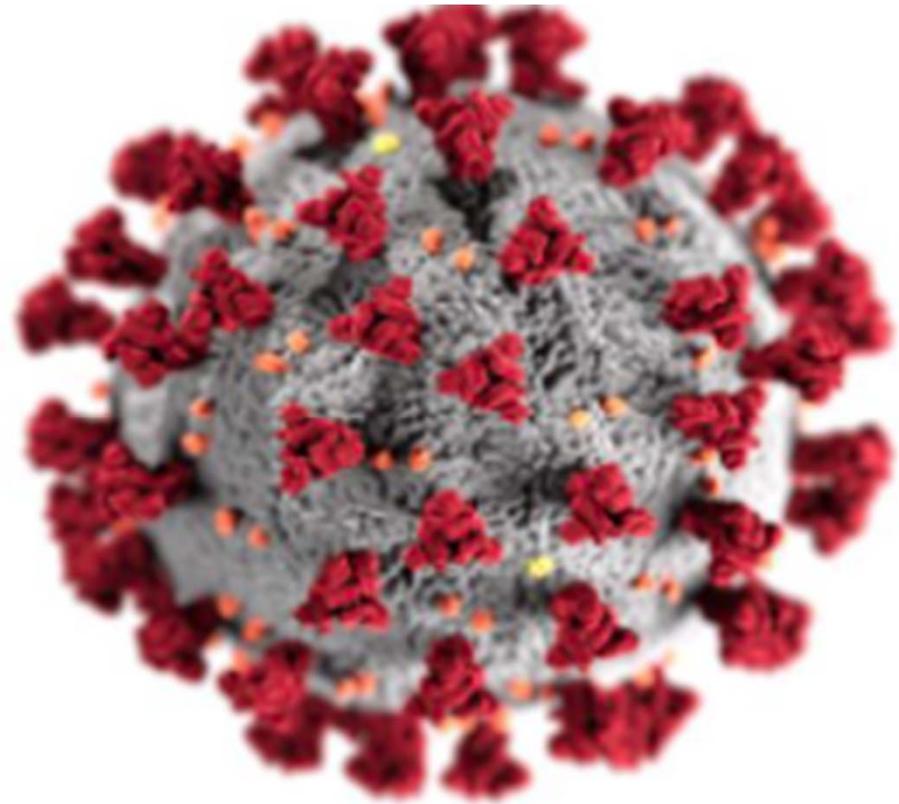
*For the Fiscal Year Ended June 30, 2020*

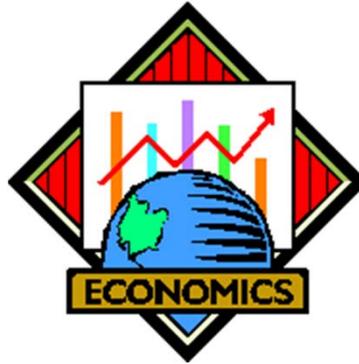
# TODAY'S TOPICS

- Economic Indicators
  - National
  - State of California
  - Local
- GF Fiscal Performance – 2019/20
  - Budget to Actual
  - Revenue trends
  - Expenditure trends
- Status of GF Carryover balance and GF Reserves
- Request to move \$1 million to Economic Stabilization Reserve Fund

# COVID – 19 (289 DAYS OF PANDEMIC)

Day 1	Jan. 26, 2020
Day 40	Mar. 4, 2020
Day 42	Mar. 6, 2020
Day 49	Mar. 13, 2020
Day 55	Mar. 19, 2020
Day 121	May 26, 2020
Day 138	June 12, 2020
Day 144	June 18, 2020
Day 169	July 13, 2020
Day 184	July 28, 2020
Day 215	Aug. 28, 2020
Day 289	Nov. 10, 2020

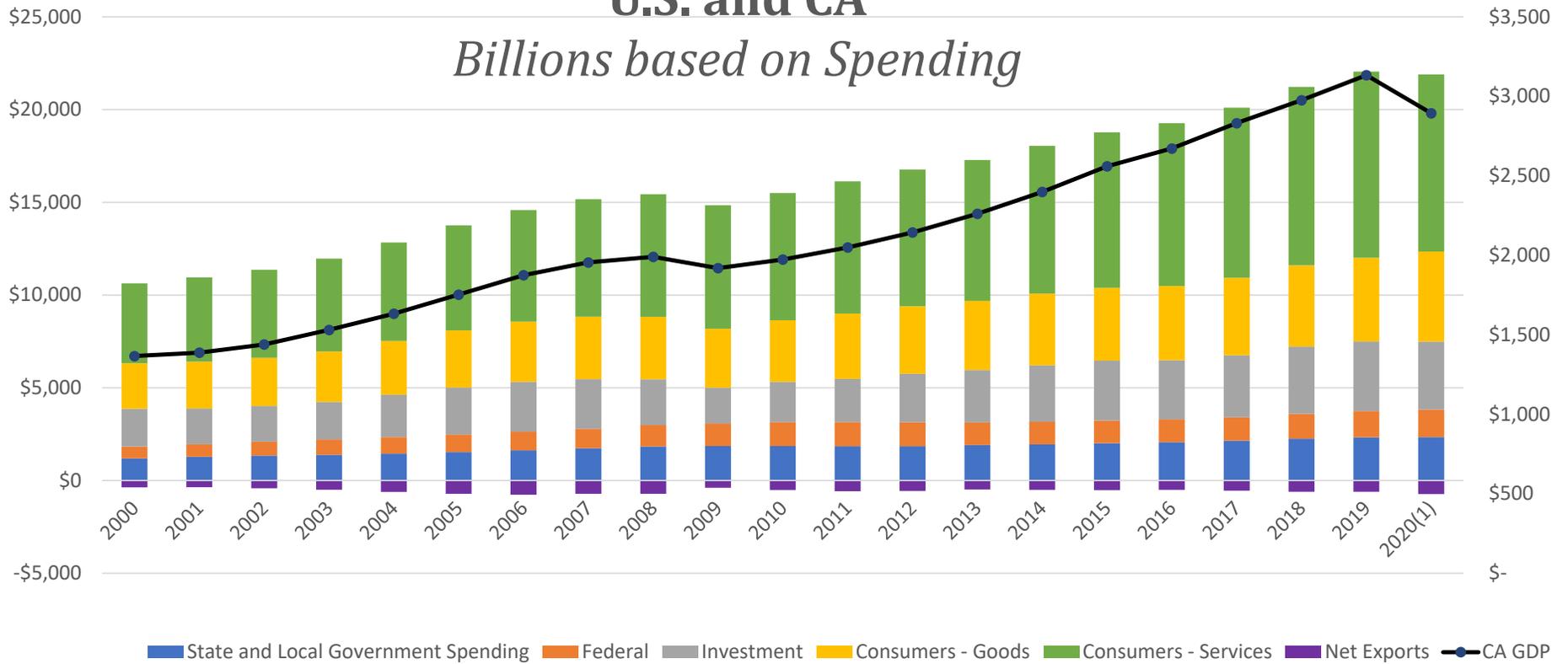




# Economic Indicators *National and State*

# ANNUAL GROSS DOMESTIC PRODUCT U.S. and CA

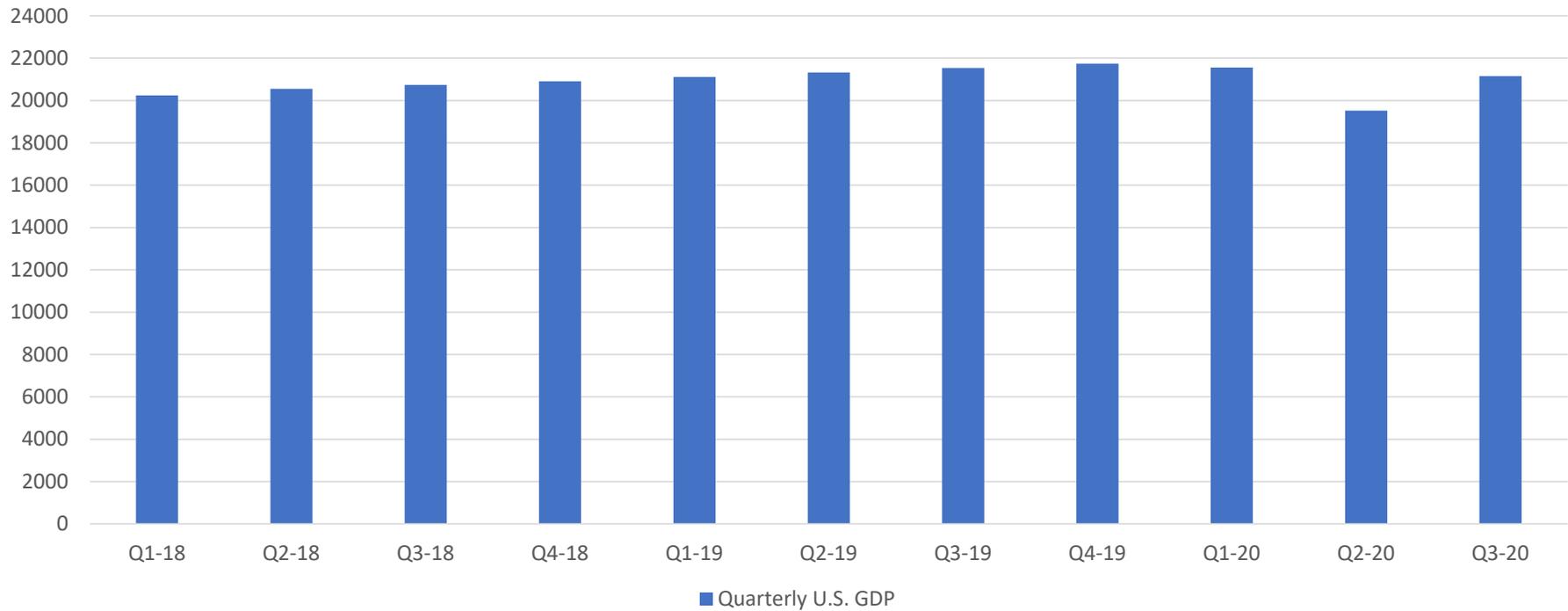
*Billions based on Spending*



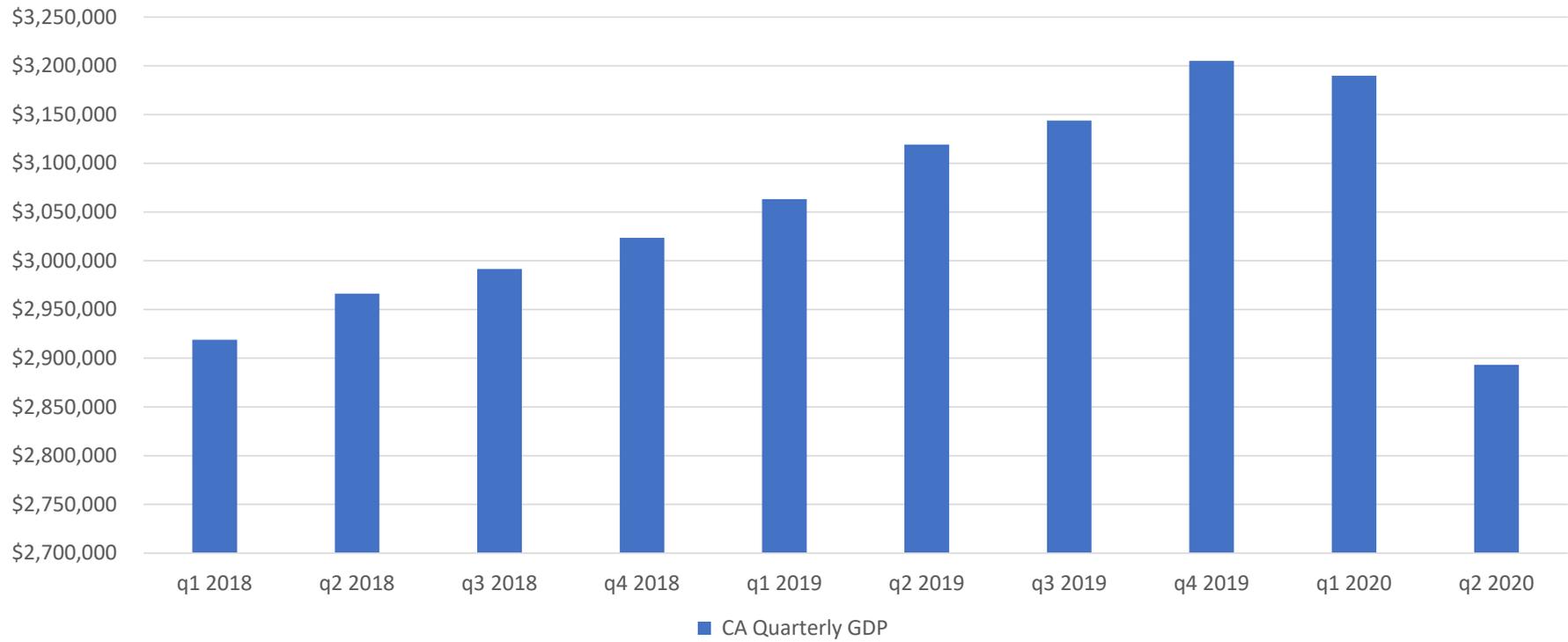
Source: U.S. Bureau of Economic Analysis  
Adjusted to Current Dollars

(1) U.S. through 3rd quarter 2020, CA through 2nd quarter 2020

# Quarterly U.S. GDP *(in Billions)*



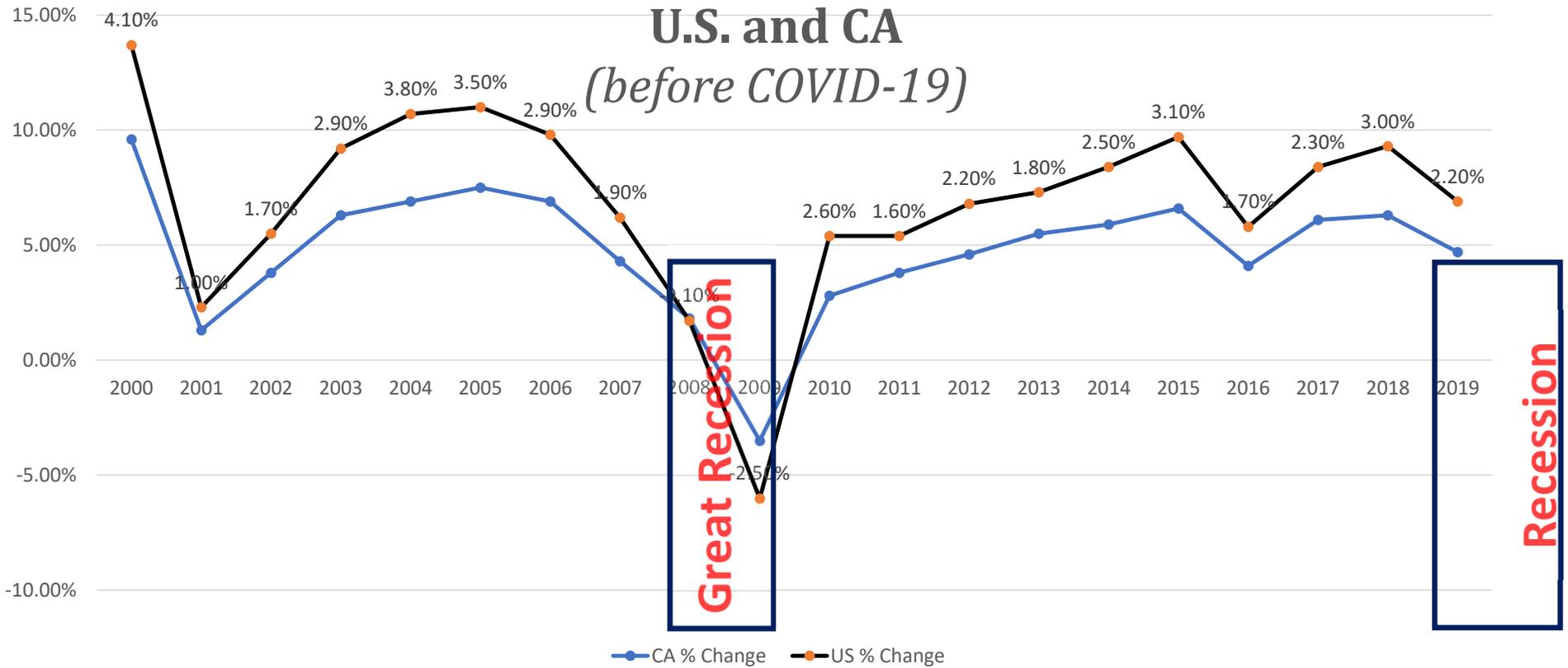
# Quarterly CA GDP *(In Thousands)*





# % CHANGE IN ANNUAL GROSS DOMESTIC PRODUCT

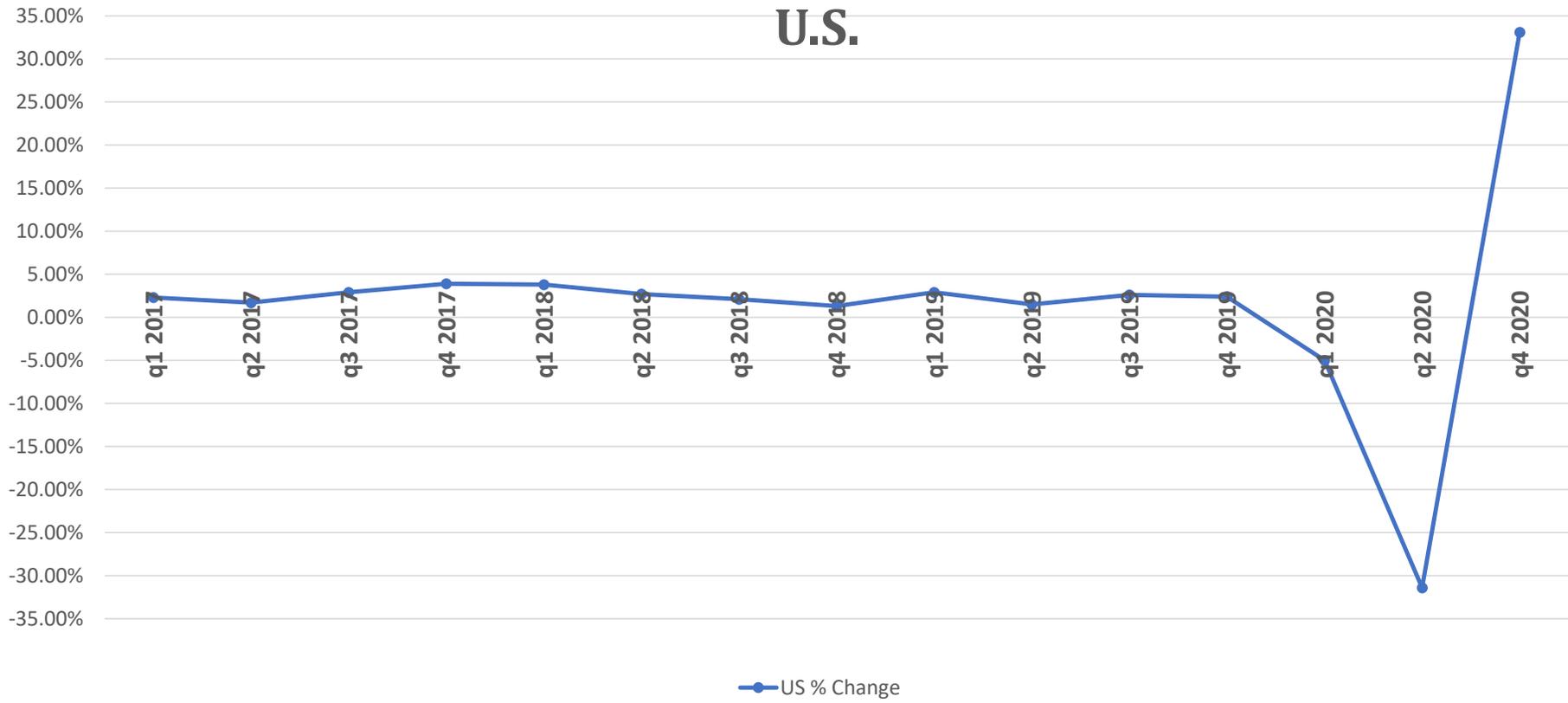
## U.S. and CA *(before COVID-19)*



Source: Bureau of Economic Analysis  
And CA Department of Finance

(1) Through 2nd quarter 2020

# % CHANGE IN QUARTERLY GROSS DOMESTIC PRODUCT U.S.

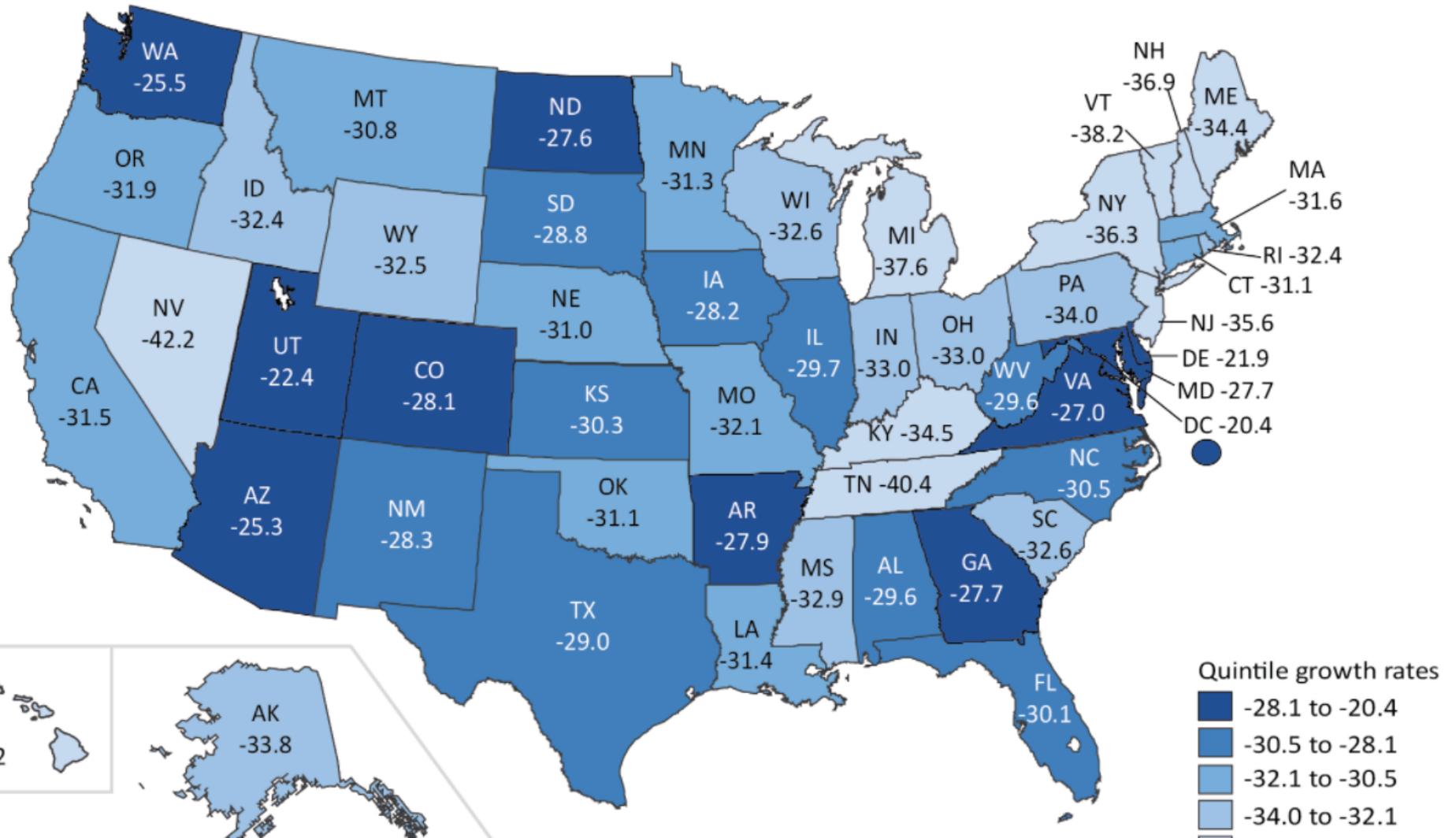


Source: Bureau of Economic Analysis

Seasonally adjusted at annual rates

ANNUAL ECONOMIC GROWTH												
Percent change in inflation-adjusted Gross Domestic Product (real GDP).												
2019 Ranking (high to low)	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 (thru 2nd qtr)	2019 Ranking (high to low)
Texas	2.4	3.2	5.0	4.3	3.5	4.8	0.2	2.9	4.0	4.4	-29.0	1
Washington	2.3	1.7	3.4	2.6	3.6	4.4	3.5	5.2	5.8	3.8	-25.5	2
Nevada	1.2	0.7	-1.3	0.2	1.3	4.2	2.9	3.2	4.2	2.9	-42.2	9
CALIFORNIA	1.6	1.6	2.5	3.6	4.1	5.0	3.0	4.4	4.3	2.6	-7.8	15
UNITED STATES	2.6	1.6	2.2	1.8	2.5	2.9	1.6	2.4	2.9	2.3	-31.4	
New York	3.8	0.0	4.2	-0.2	2.3	1.7	1.3	2.1	1.2	1.8	-36.3	31
Source: U.S. Bureau of Economic Analysis												
Department of Finance												
Economic Research												
(916) 322-2263												

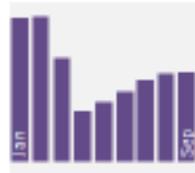
# Percent Change in Real GDP by State, 2020:Q1–2020:Q2



## California Economy

Jan 2020 to Sep 2020

Measured by 10 key variables



The graph on the left shows a composite of the 10 variables. Individual data shown below.

Jobs



Payrolls



New Unemployment



Restaurant Spending



Total Unemployment



Entertainment Spending



Home Building (August)



Total Consumer Spending



Stock Market



New Business Formations

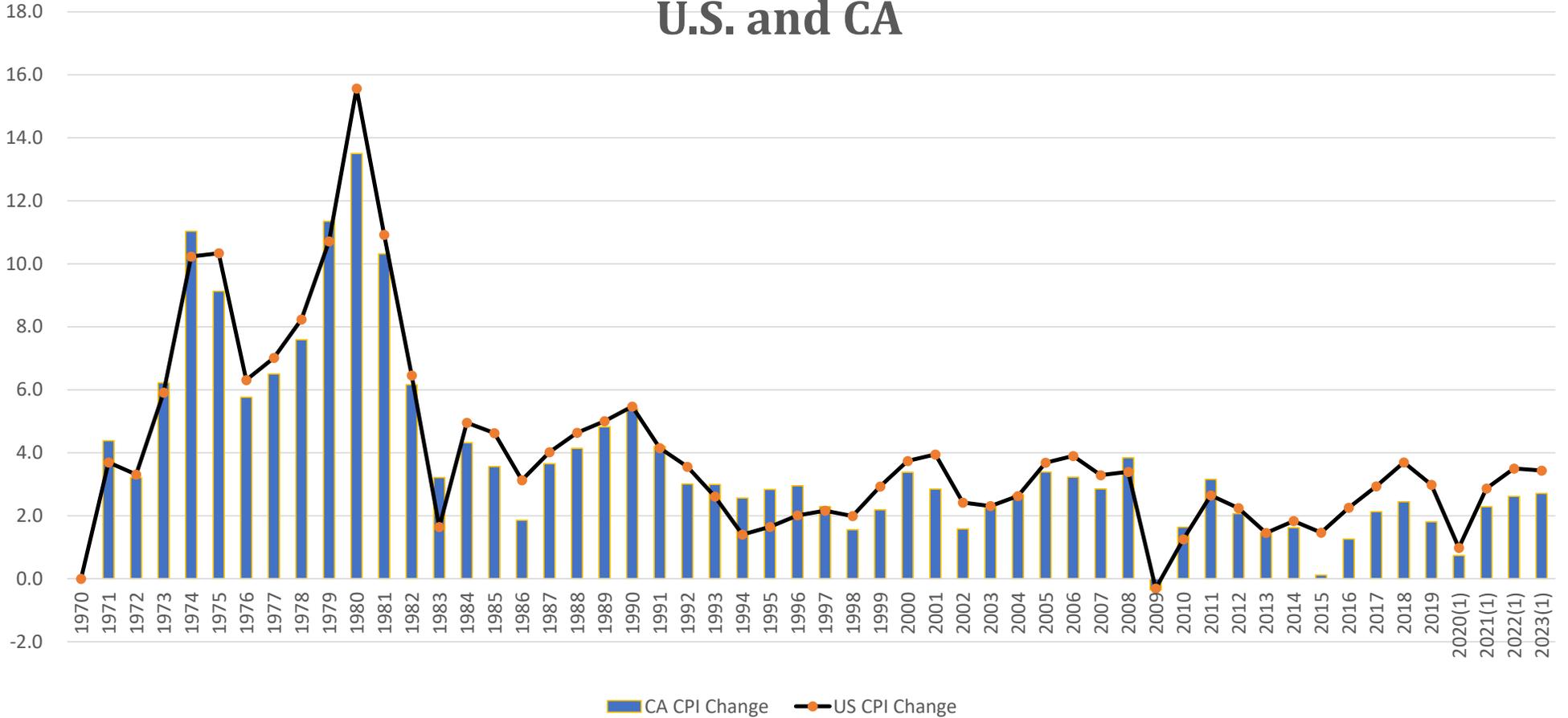


# SNAPSHOT CALIFORNIA ECONOMY January to September 2020

Legislative Analyst's Office, 23 October 2020

# CONSUMER PRICE INDEX

## U.S. and CA

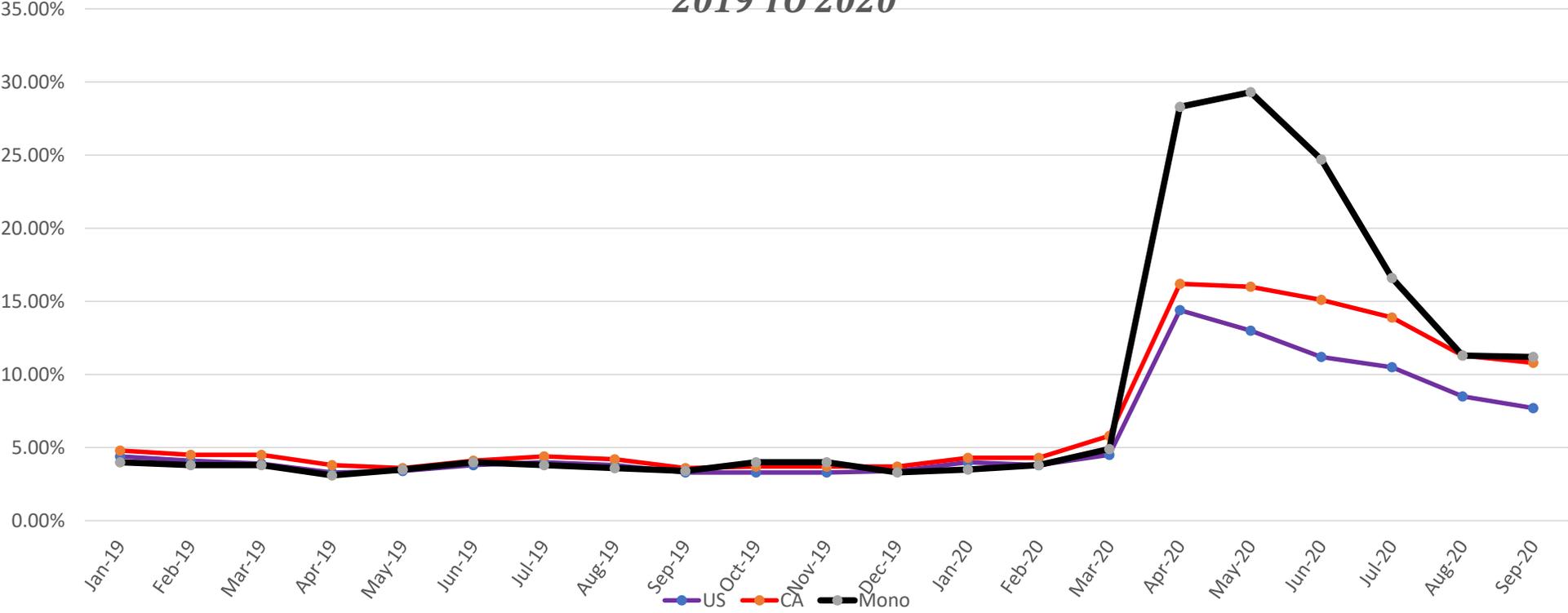


SOURCE: Bureau of Labor Statistics  
And CA Department of Finance

(1) forecasted

# MONTHLY RATE OF UNEMPLOYMENT

2019 TO 2020



Monthly rate reported by underlying source  
SOURCE: U.S. Bureau of Labor Statistics  
Not seasonally adjusted,

# Month-to-Month Change in Personal Income in a COVID-19 Pandemic

*SOURCE: U.S. Bureau of Economic Analysis*

## Personal Income and Outlays, August 2020

August 2020	-2.7%
July 2020	0.5%

Personal income decreased 2.7 percent while consumer spending increased 1.0 percent in August, according to estimates released today by the Bureau of Economic Analysis.

 [Current Release](#)

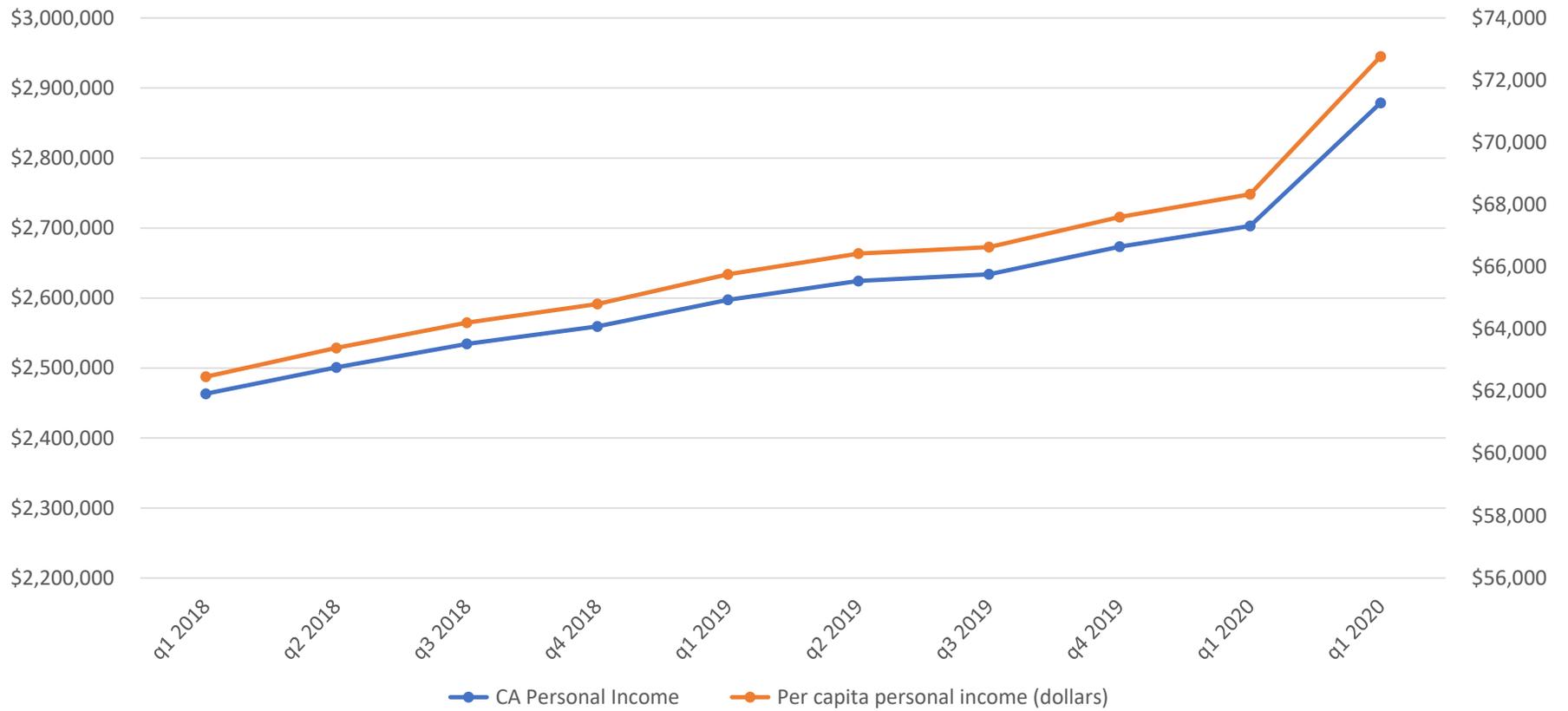
[Quick Guide: Personal Income and Outlays Releases](#)

Current release: October 1, 2020

Next release: October 30, 2020



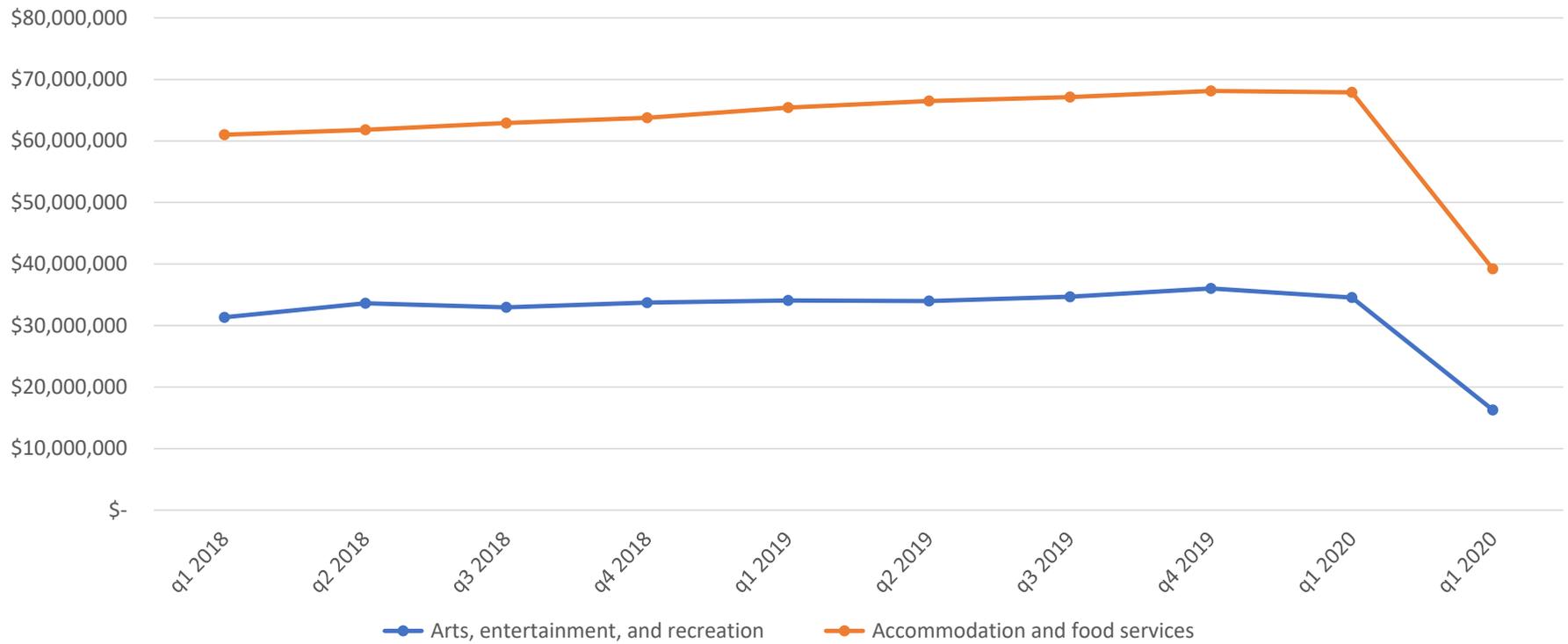
# CA PERSONAL INCOME



SOURCE: Bureau of Economic Analysis  
 Millions of dollars, seasonally adjusted

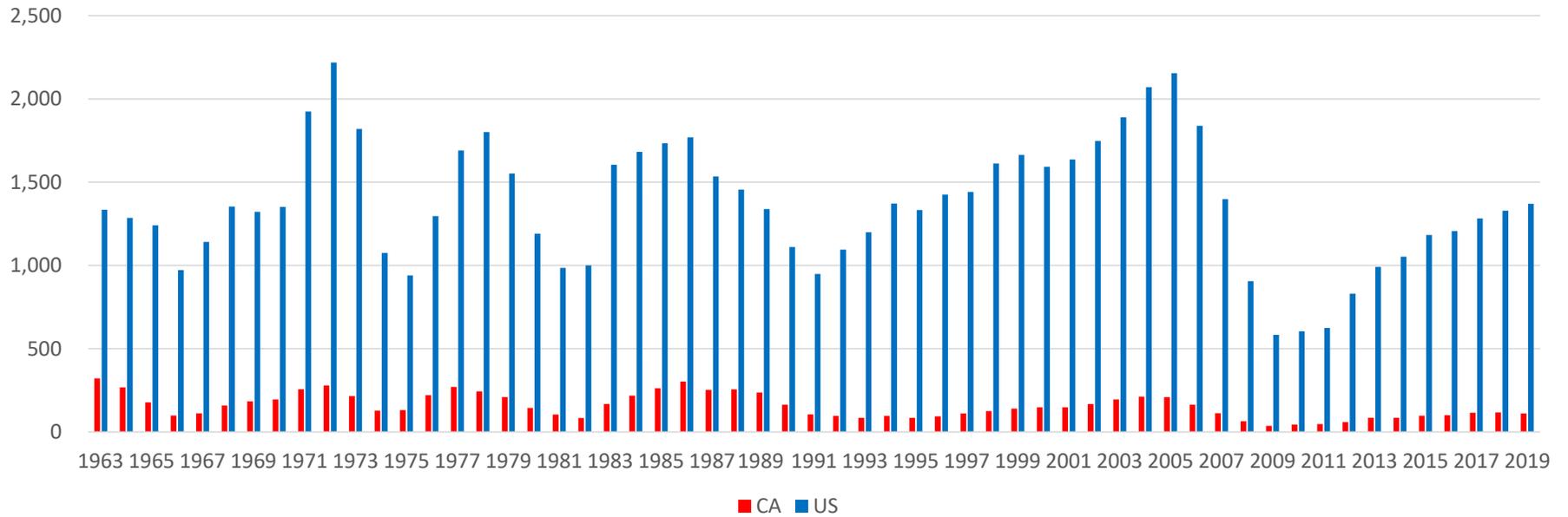
# CA EARNINGS BY INDUSTRY

## Select Industries



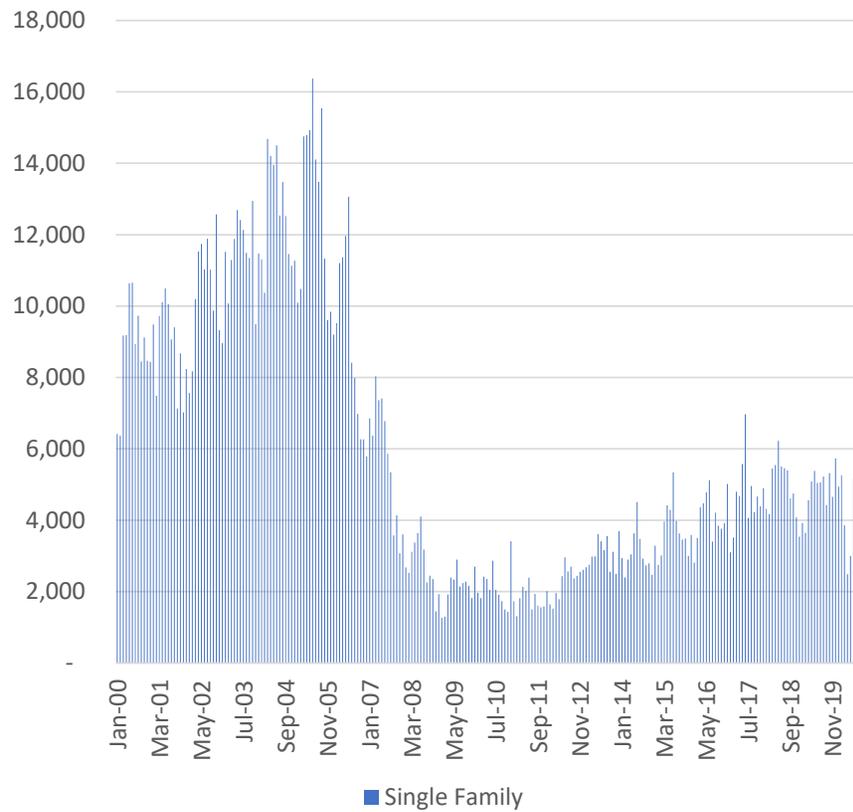
SOURCE: Bureau of Economic Analysis  
Thousands of dollars, seasonally adjusted

## HOUSING ACTIVITY CA and US *Permits Issued (in thousands)*

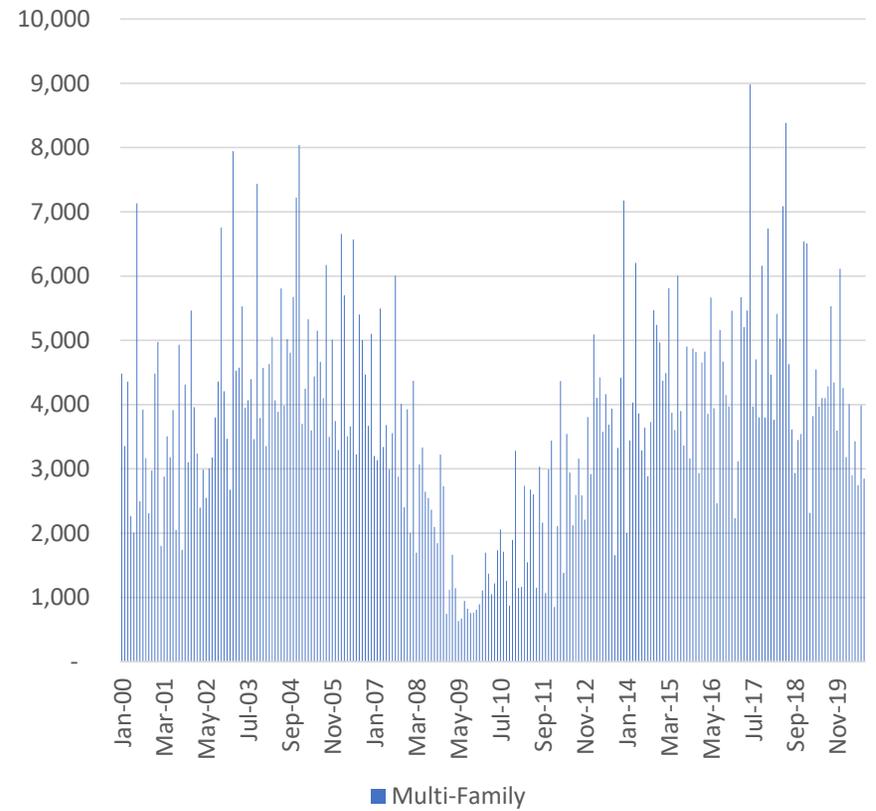


SOURCE: CA Department of Finance

## CA Single Family Permits

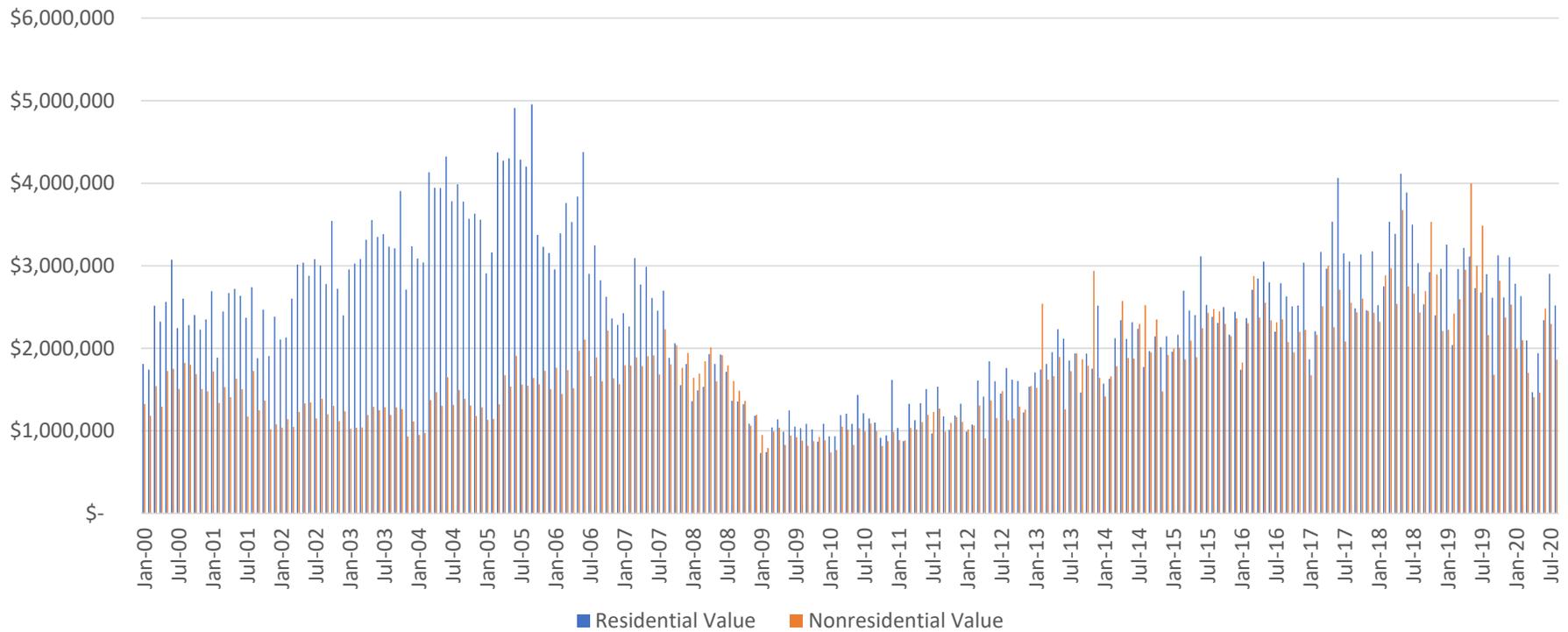


## CA Multi-Family Permits



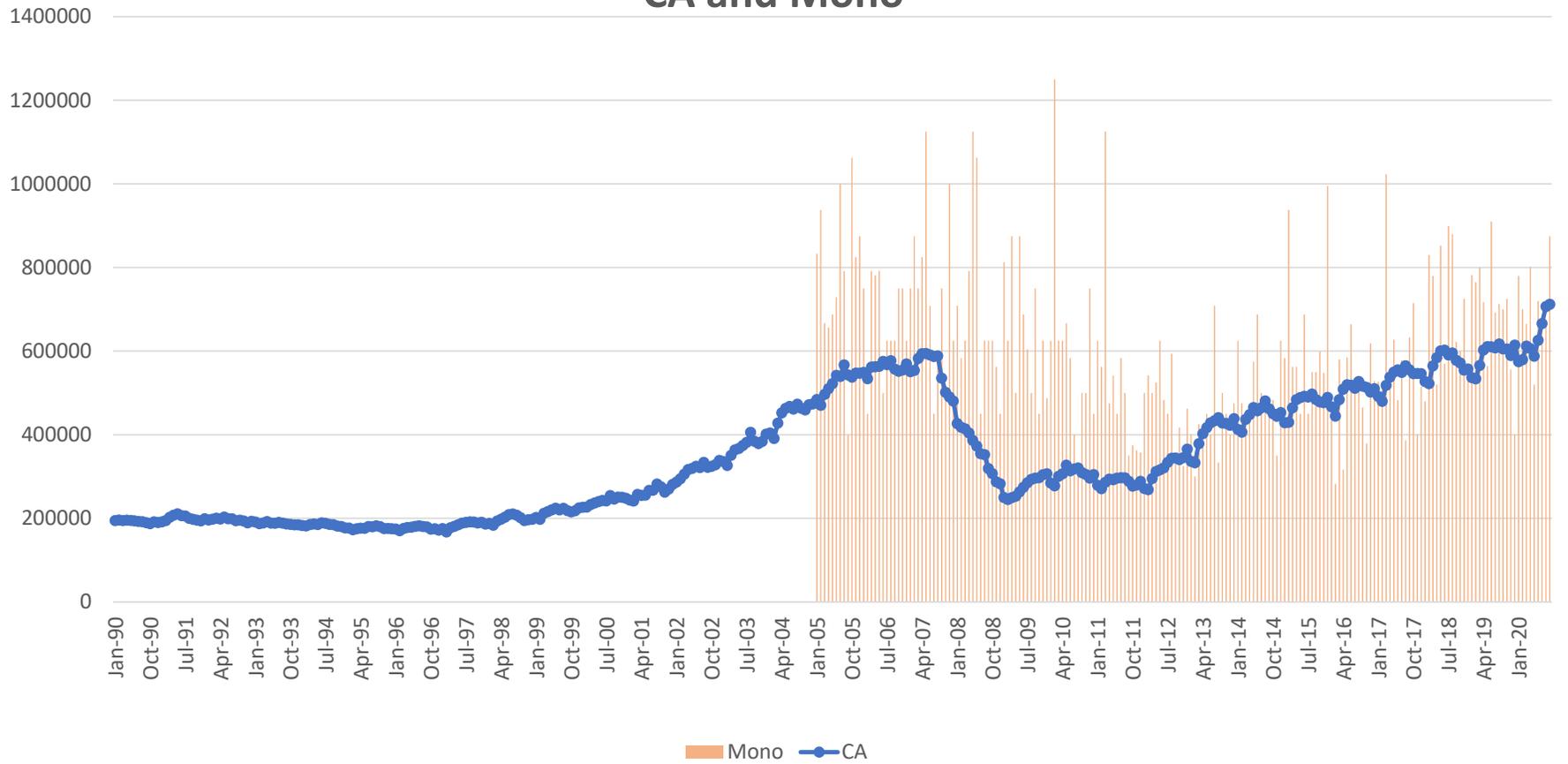
SOURCE: CA Department of Finance

# CA Construction – Permit Value



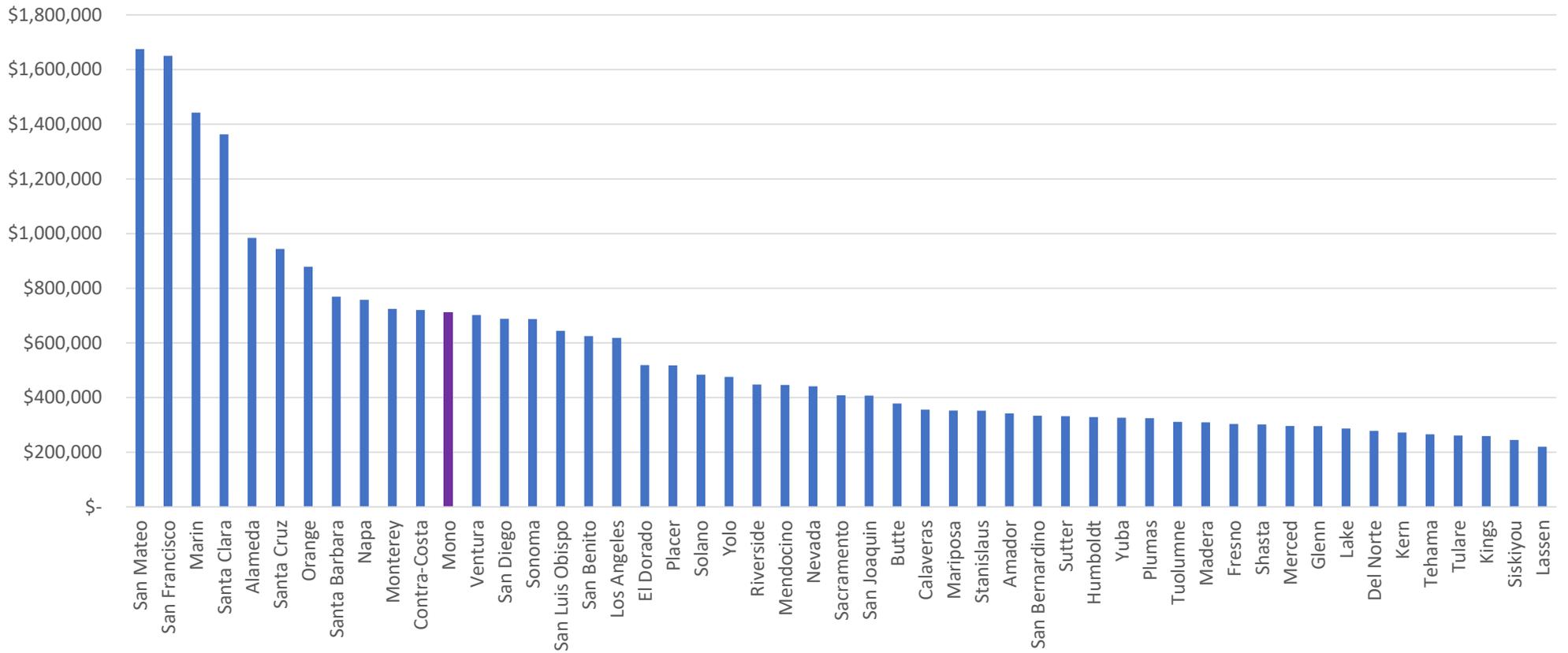
SOURCE: CA Department of Finance  
In Thousands

## Median Price of Existing Single Family Homes CA and Mono



SOURCE: CA Association of Realtors

## 2020 Average Median Price of Existing Single Family Homes By County



# HOW LONG WILL THIS RECESSION LAST

- State Controller Betty Yee – 2022 or 2023
  - State 2020/21 deficit = \$54B
  - State 2021/22 deficit = \$8.7B
  - State rainy day fund depleted 2022/23
- UCLA Anderson School of Economics – 2 years
- CA DOF – gradual, measured and restrained

**Long Term Revenue Forecast – Three Largest Sources**  
*(General Fund Revenue – Dollars in Billions)*

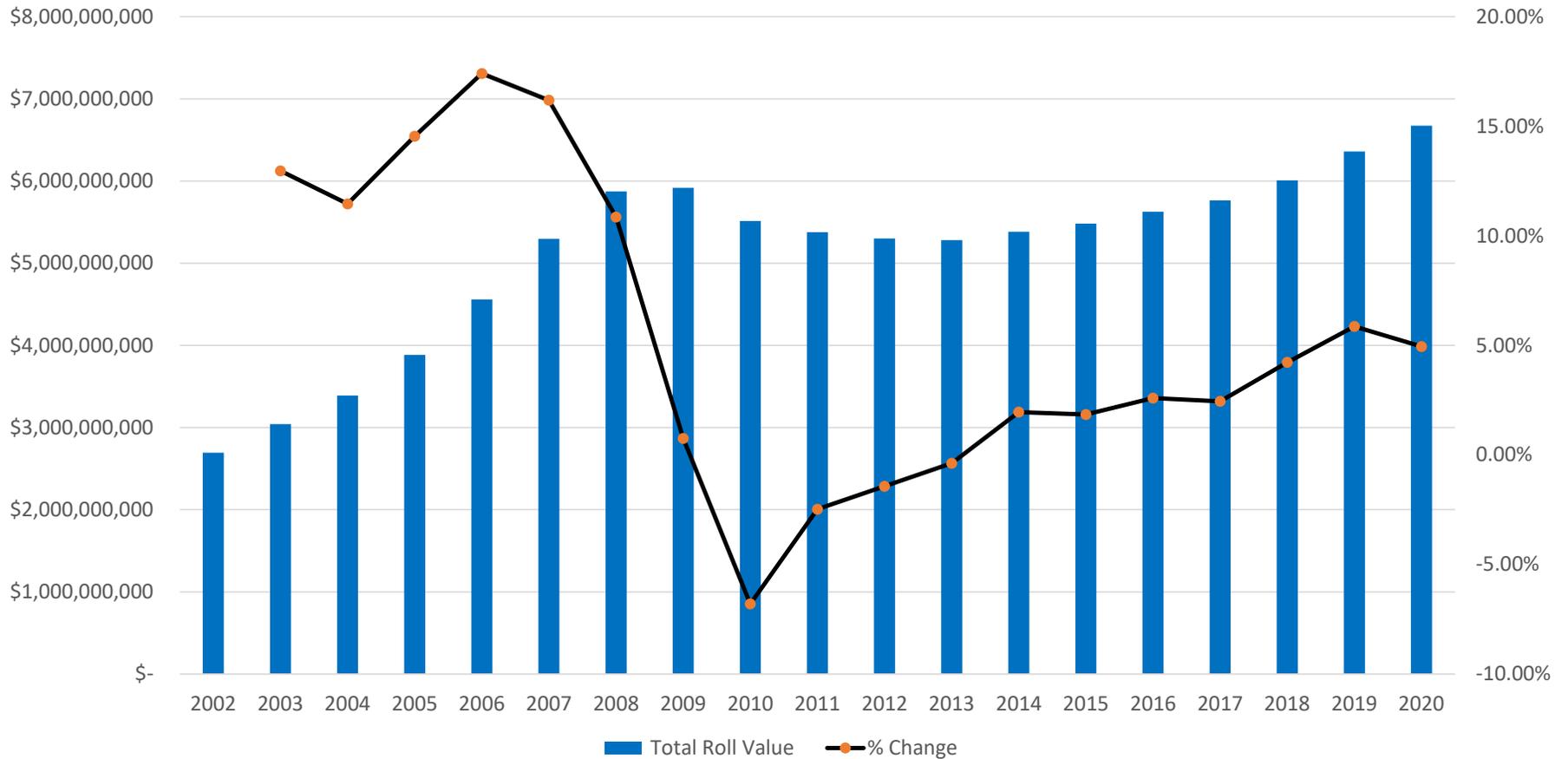
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	Average Year-Over-Year Growth
Personal Income Tax	\$99.2	\$94.8	\$76.8	\$76.8	\$81.4	\$87.7	-1.9%
Sales and Use Tax	\$26.1	\$24.9	\$20.6	\$23.7	\$24.6	\$25.4	0.0%
Corporation Tax	\$14.1	\$13.9	\$16.6	\$15.9	\$16.0	\$14.9	1.6%
<b>Total</b>	<b>\$139.4</b>	<b>\$133.6</b>	<b>\$114.0</b>	<b>\$116.4</b>	<b>\$122.0</b>	<b>\$128.0</b>	<b>-1.4%</b>
Growth	6.4%	-4.2%	-14.6%	2.1%	4.8%	4.9%	

Note: Numbers may not add due to rounding.  
Source: California Department of Finance, May Revision Forecast

# MONO COUNTY - Local Economy



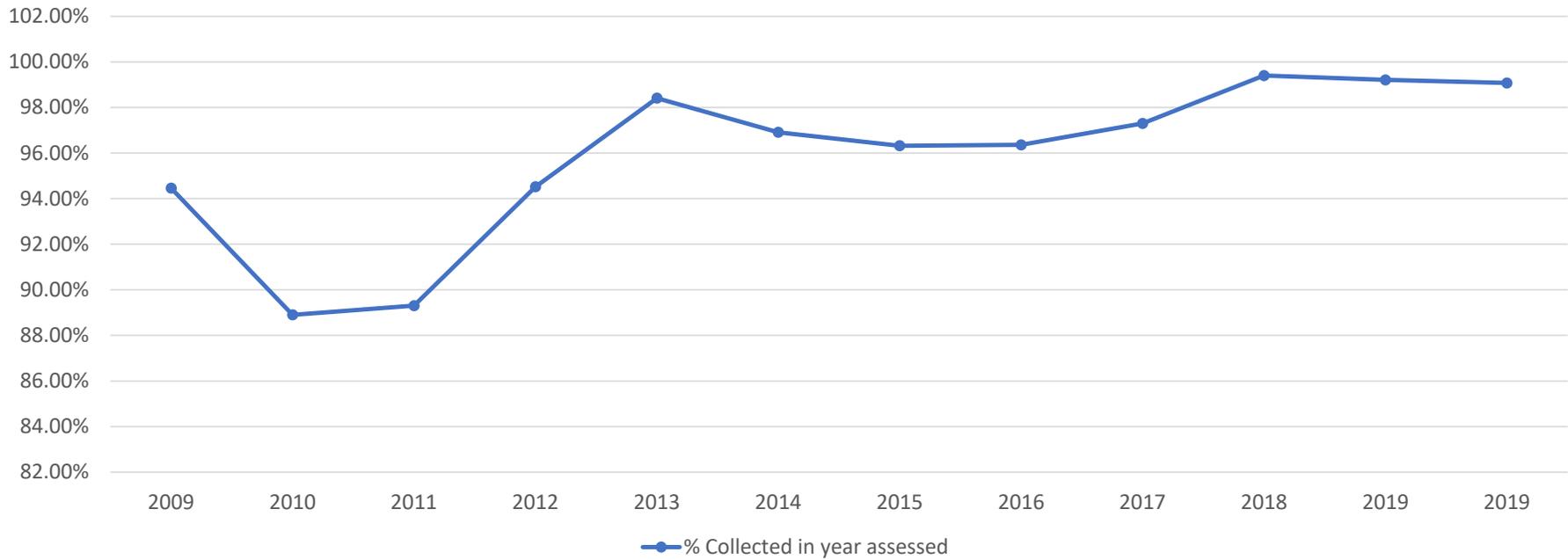
## TOTAL PROPERTY TAX ROLL VALUE



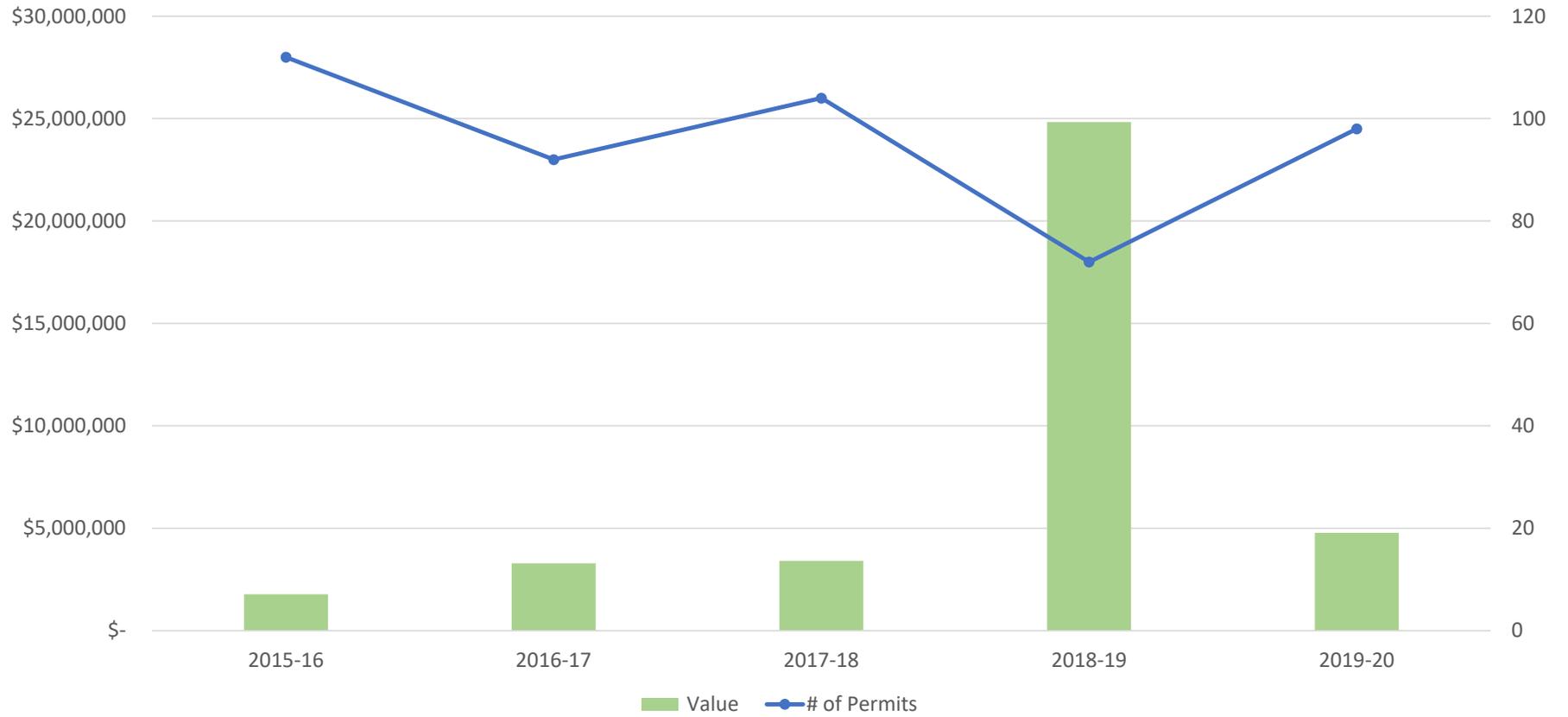
*Data based on actuals, includes current secured, and unsecured values. Excludes unitary values*

# PT Collection Rate is Increasing?

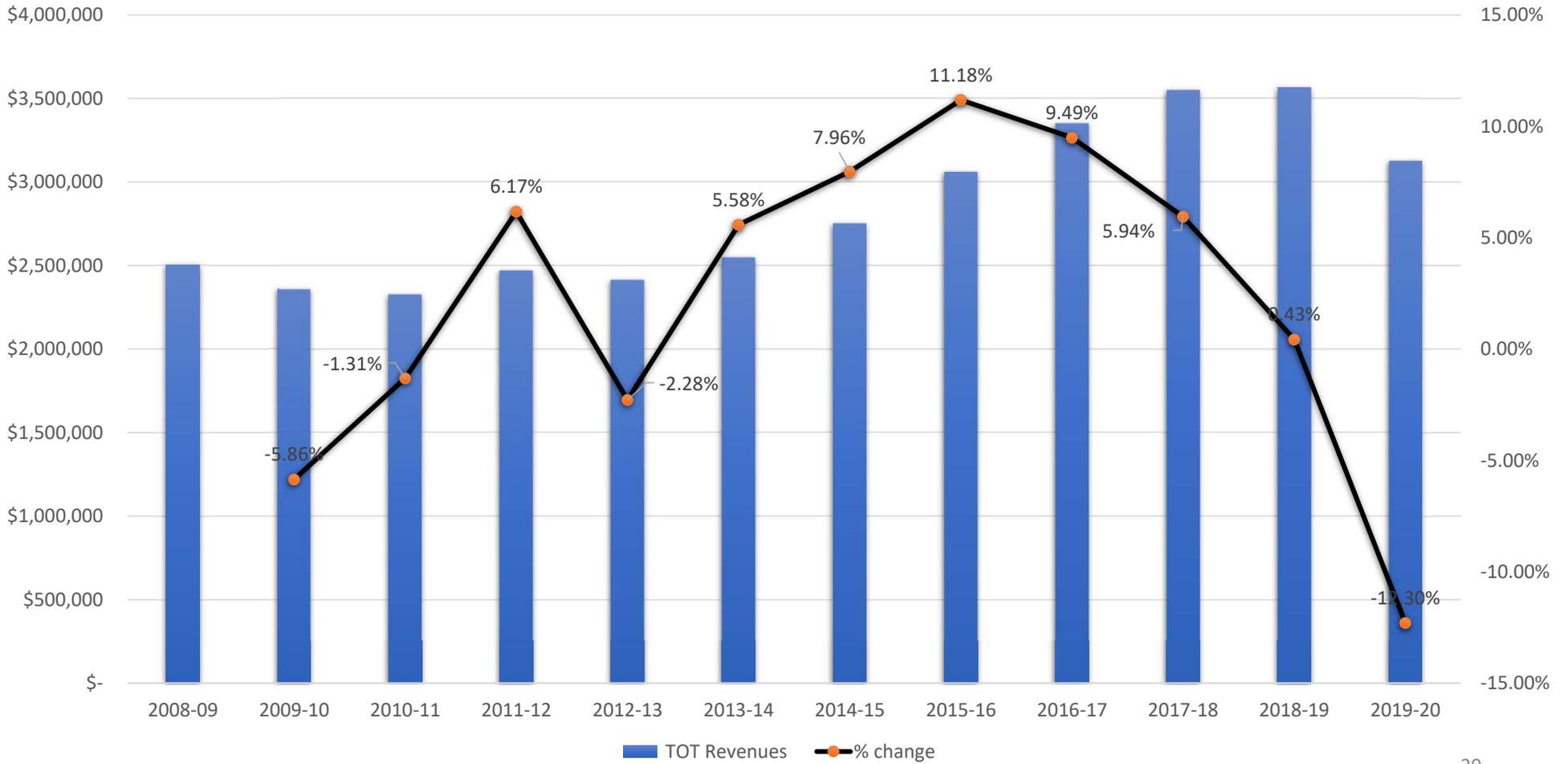
## Property Taxes Collected in Year of Levy

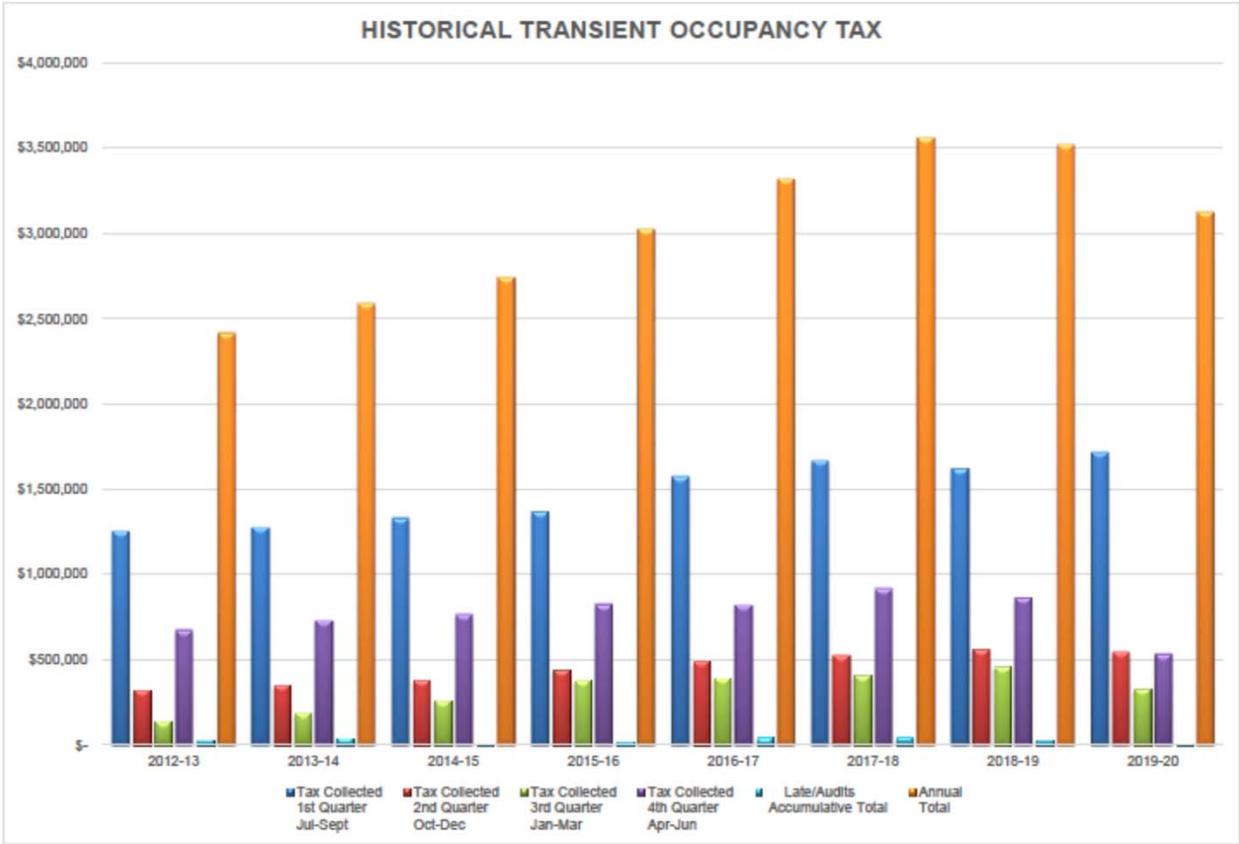


# Mono County Building Permits

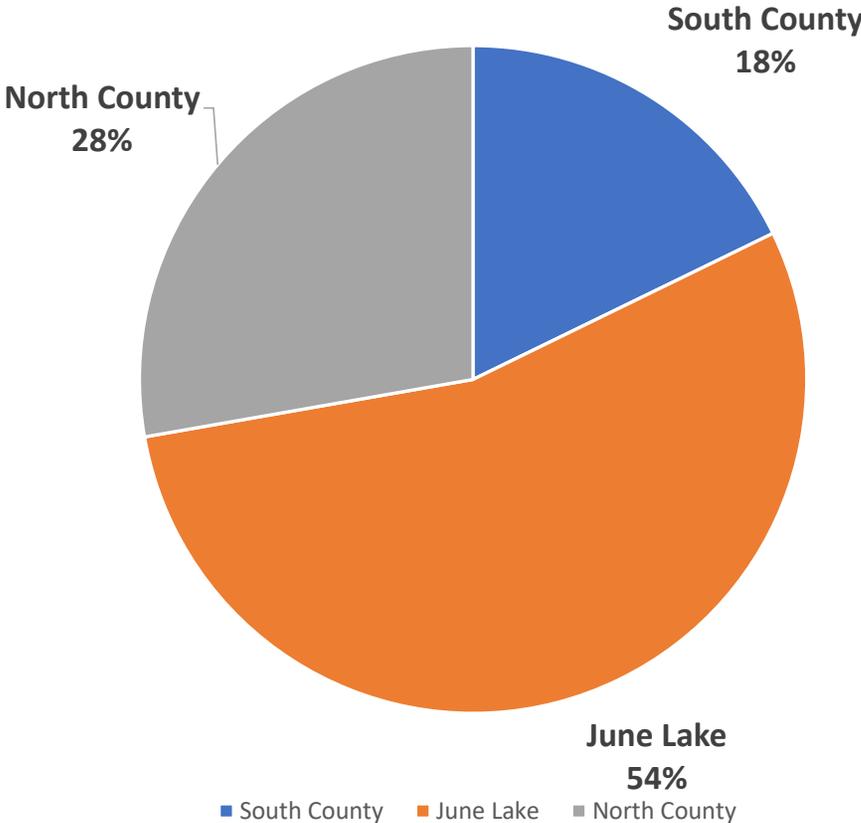


## TRANSIENT OCCUPANCY TAX REVENUES

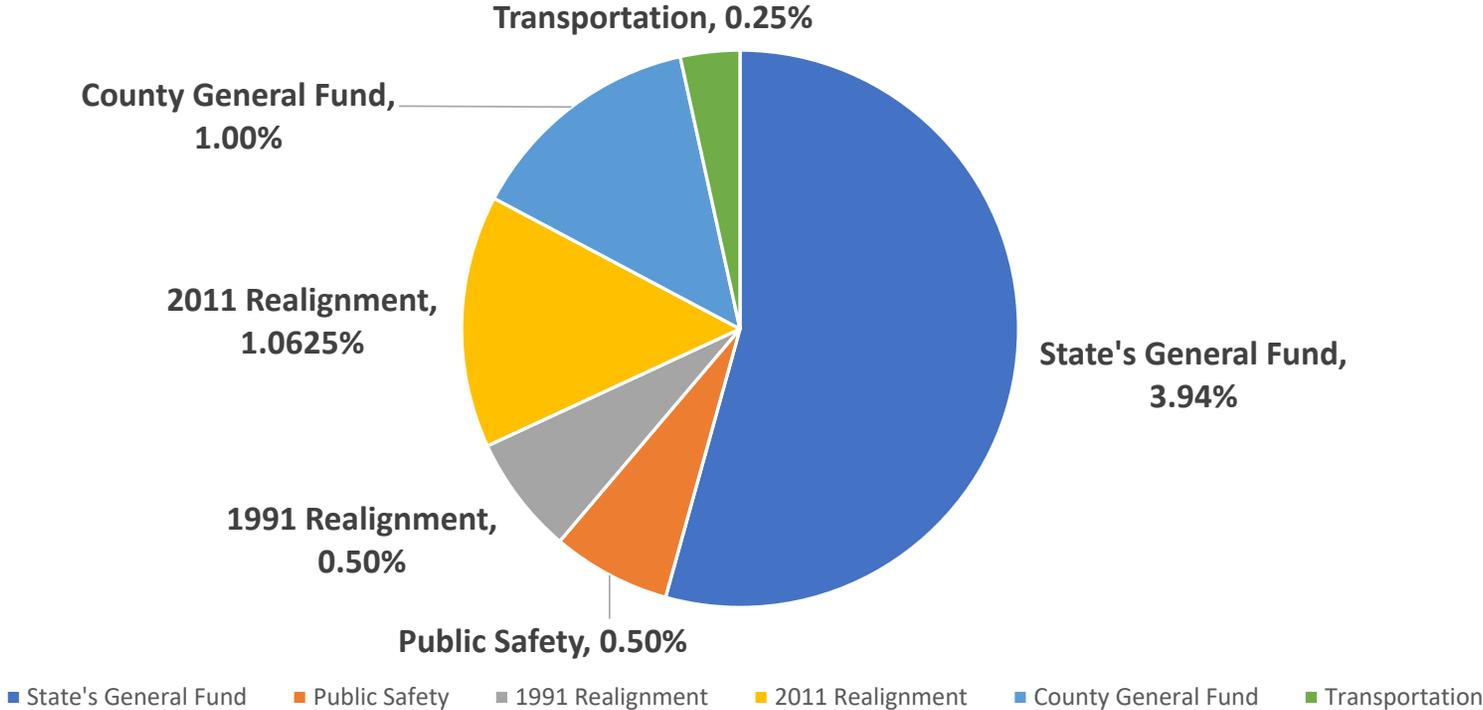




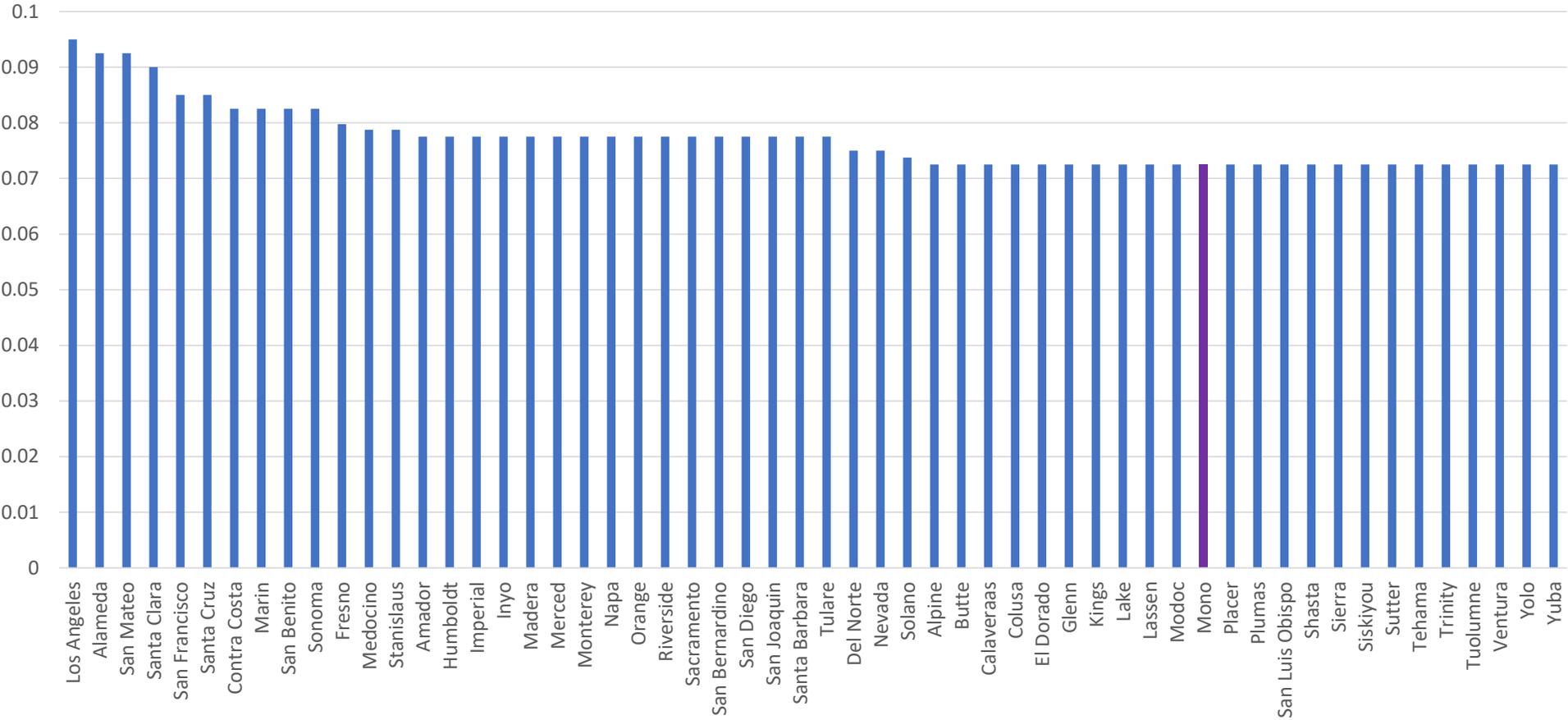
# 2019-20 District TOT Collections



# Mono County Sales Tax Rate: 7.25% (lowest)

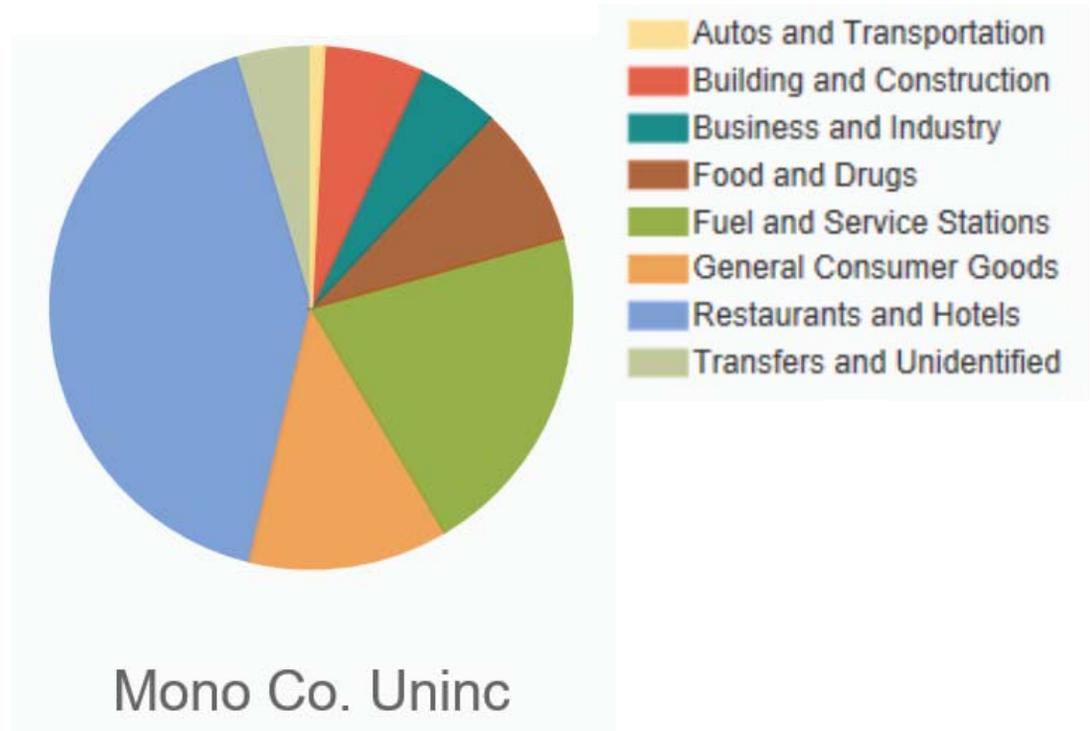
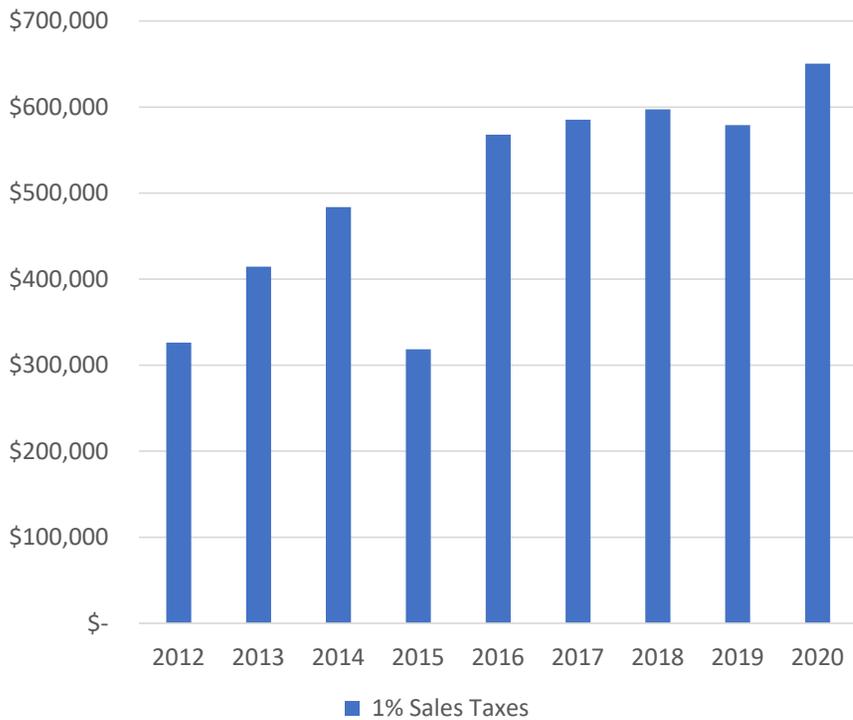


# County Sales Tax Rates



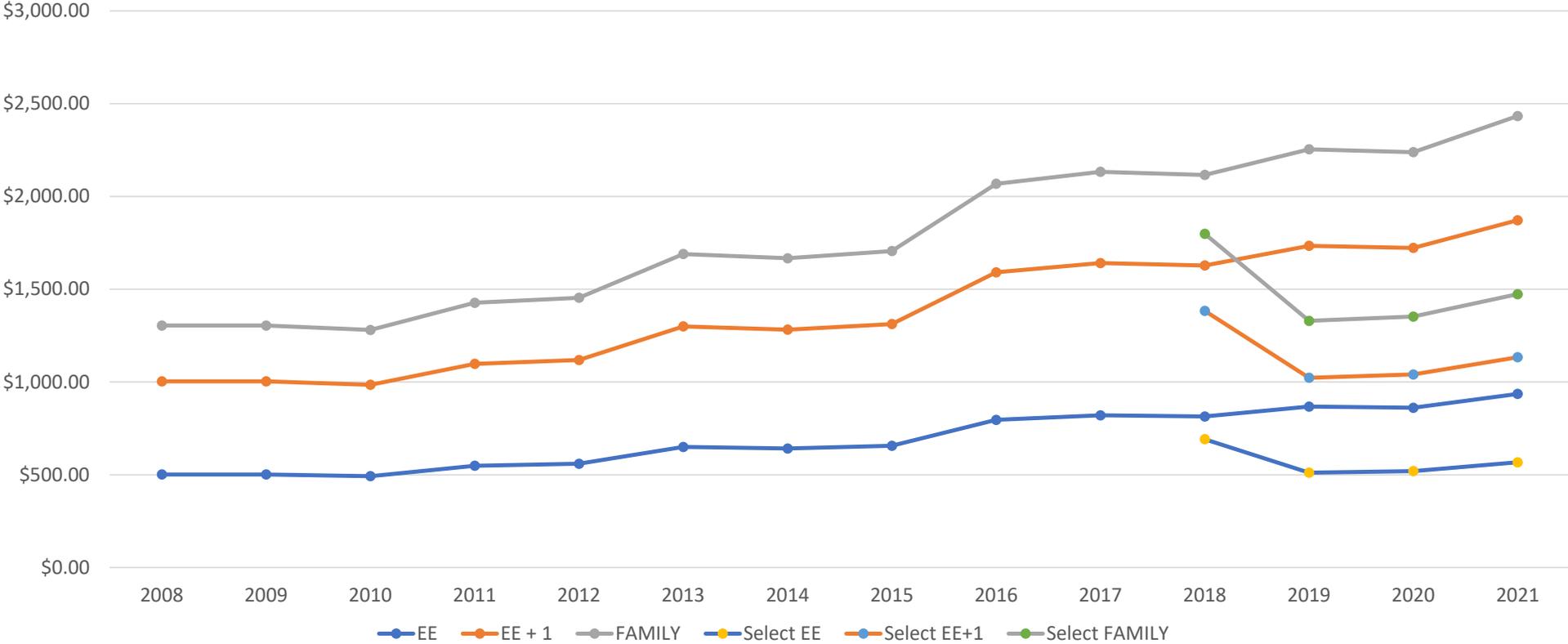
# Mono County Sales Taxes – 1%

½% add on District Tax generates approximately \$345,000 additional revenues

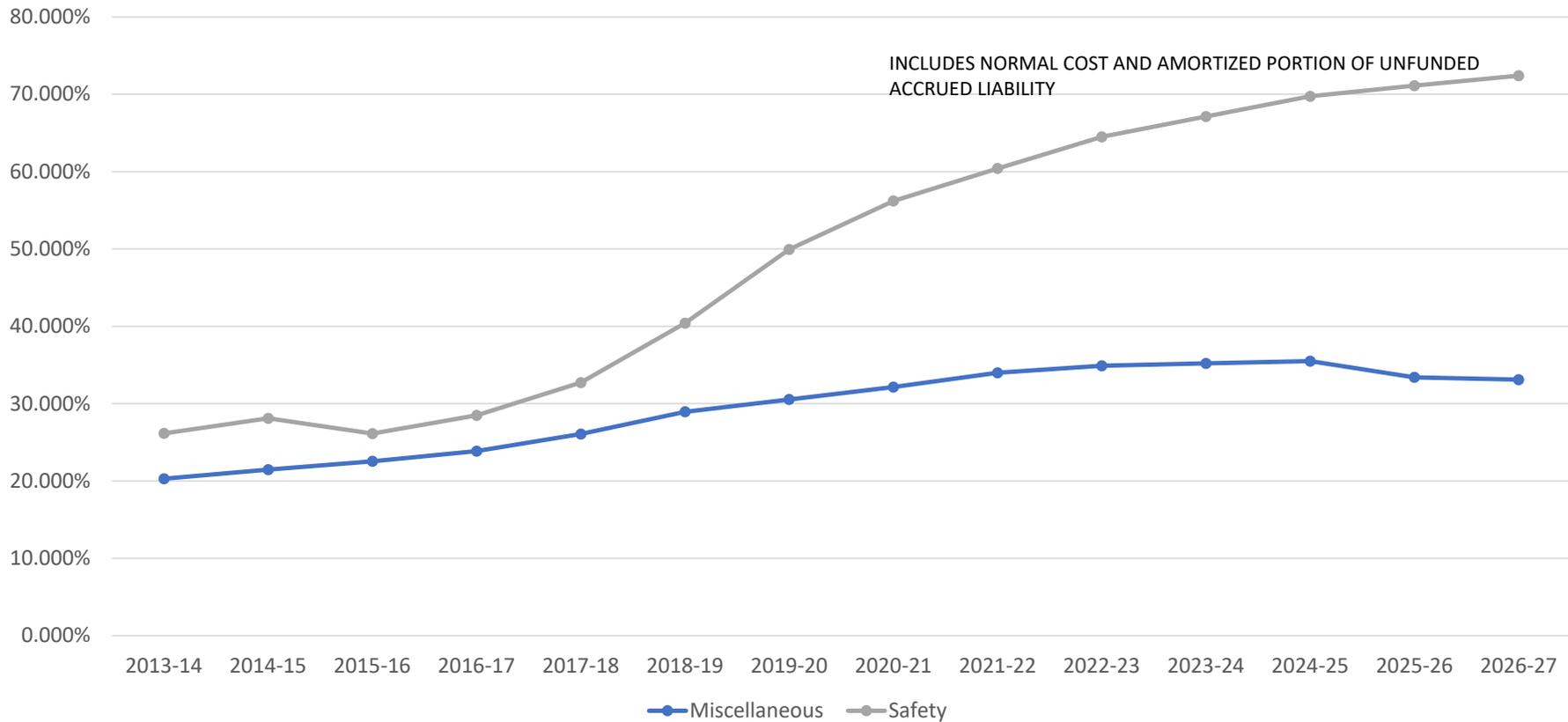


# ECONOMIC INDICATOR: HEALTH CARE

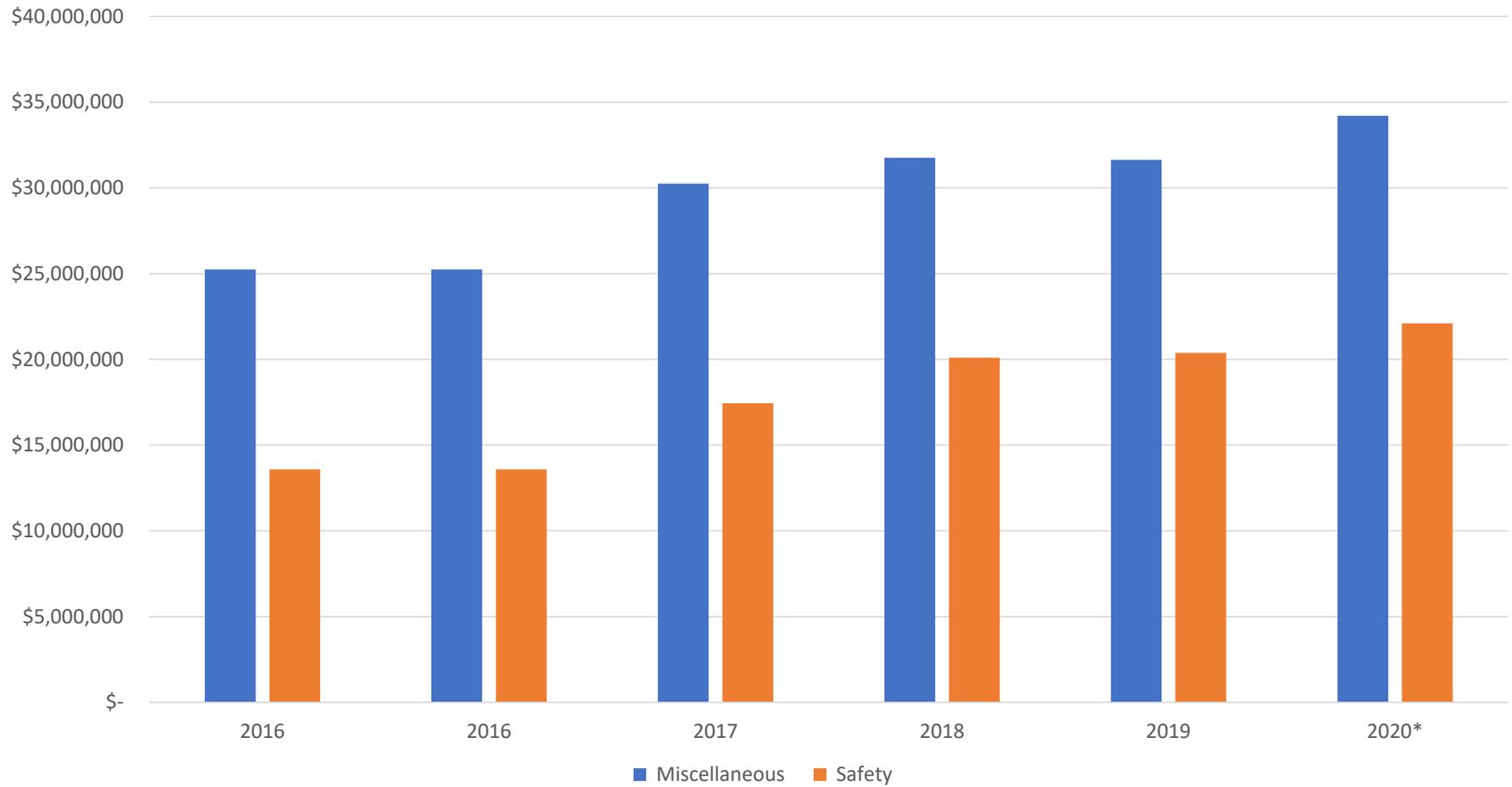
PERS CHOICE AND SELECT – RATES PER MONTH PER COVERAGE TIER



# PERS CONTRIBUTION RATES – Pre COVID-19



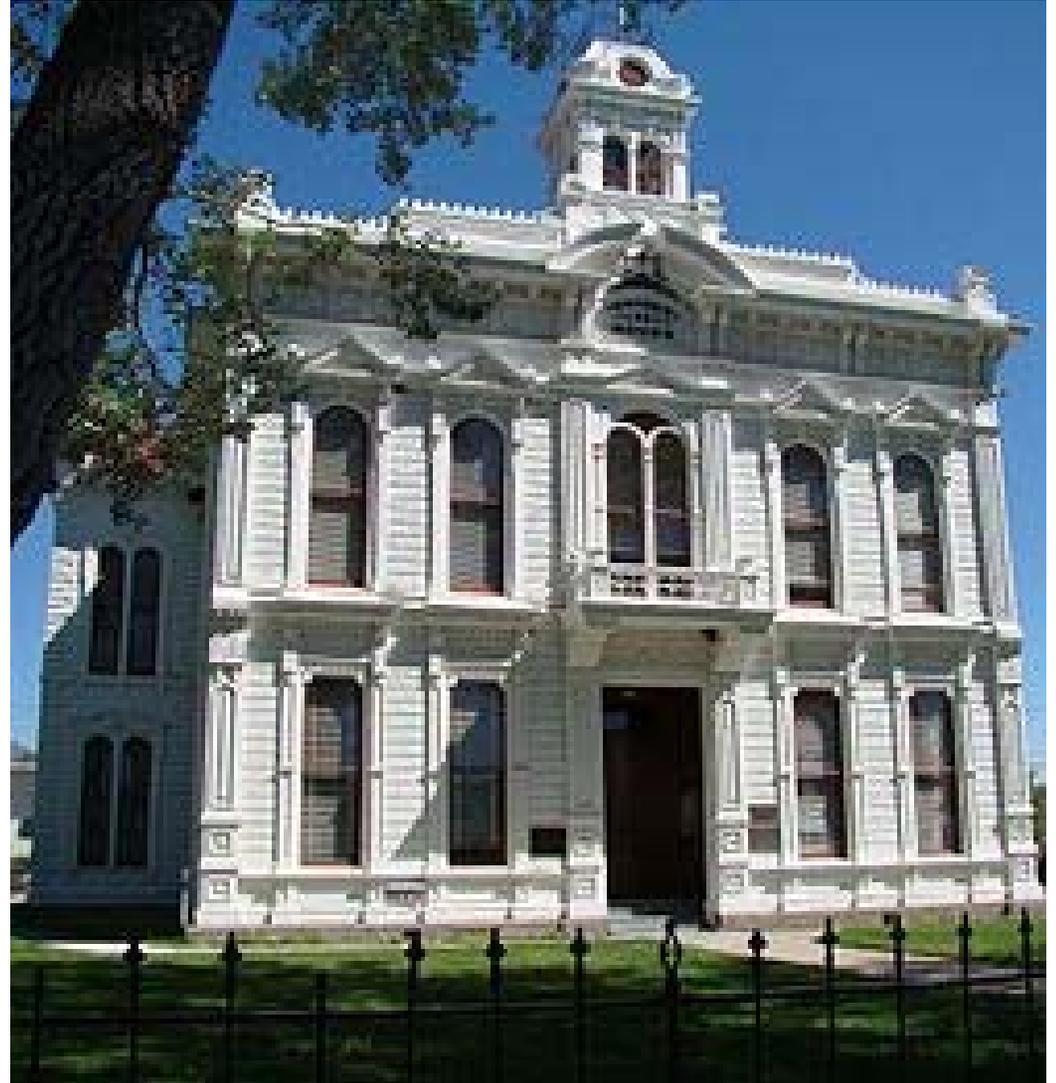
## NET UNFUNDED PENSION LIABILITY



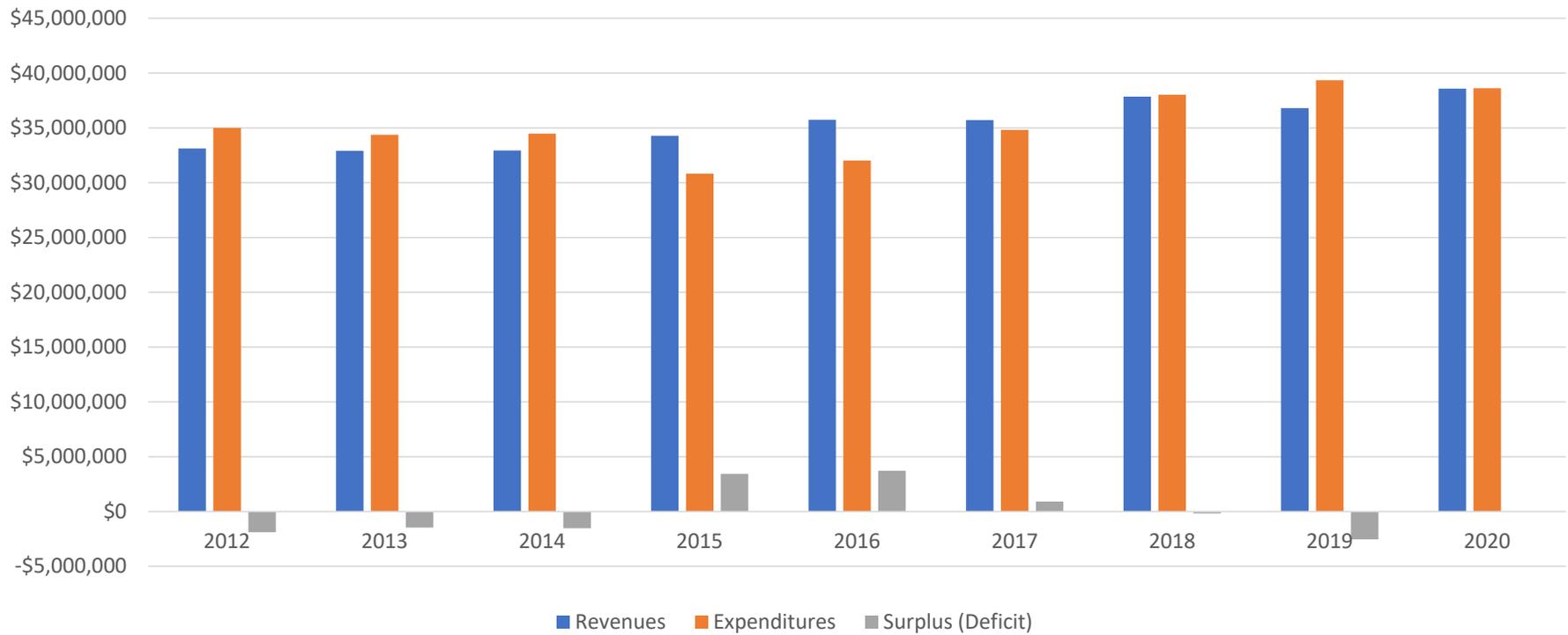
\* Estimate

# Mono County

## General Fund Fiscal Analysis



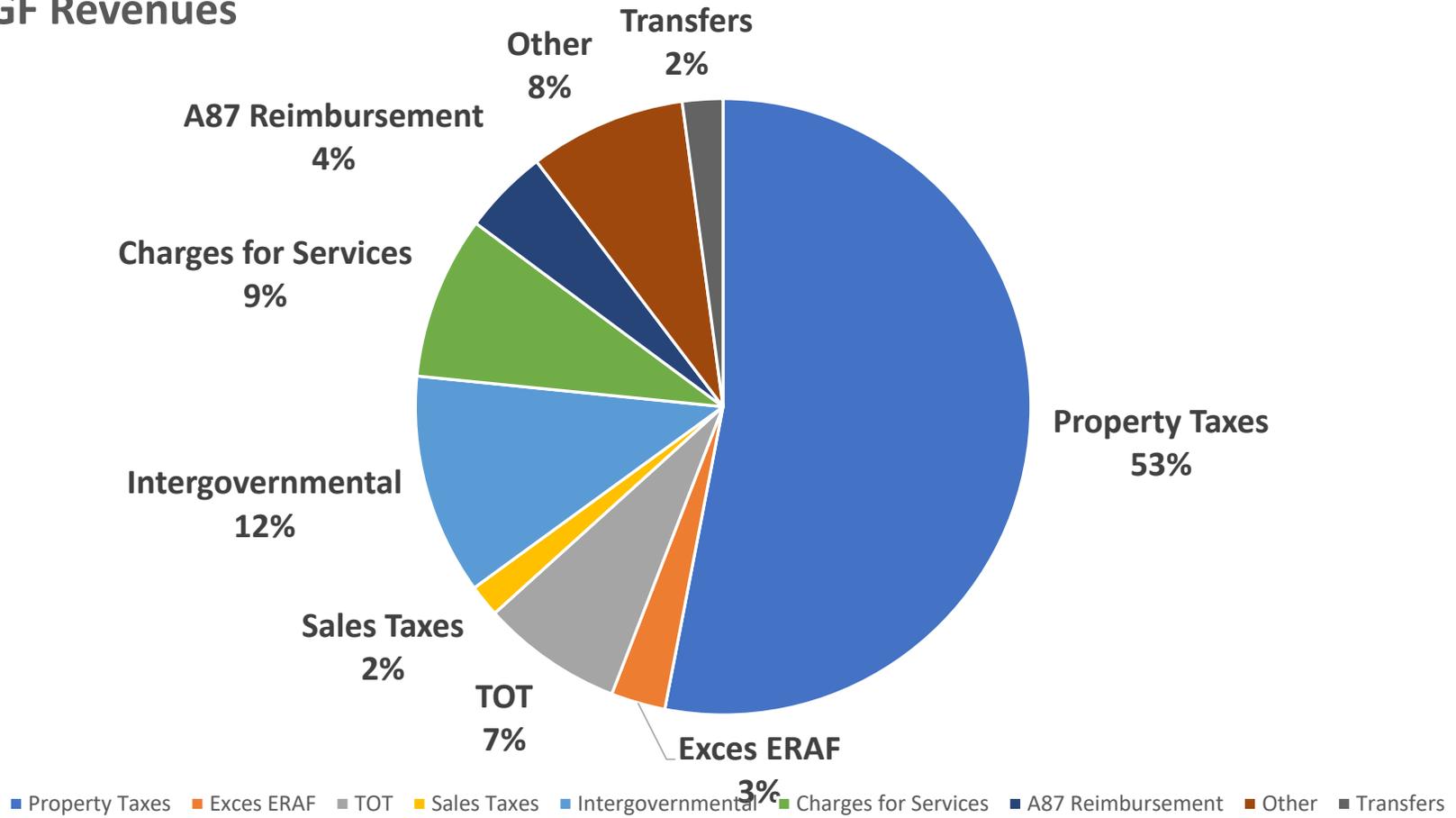
# GF FISCAL PERFORMANCE – 9 YEARS



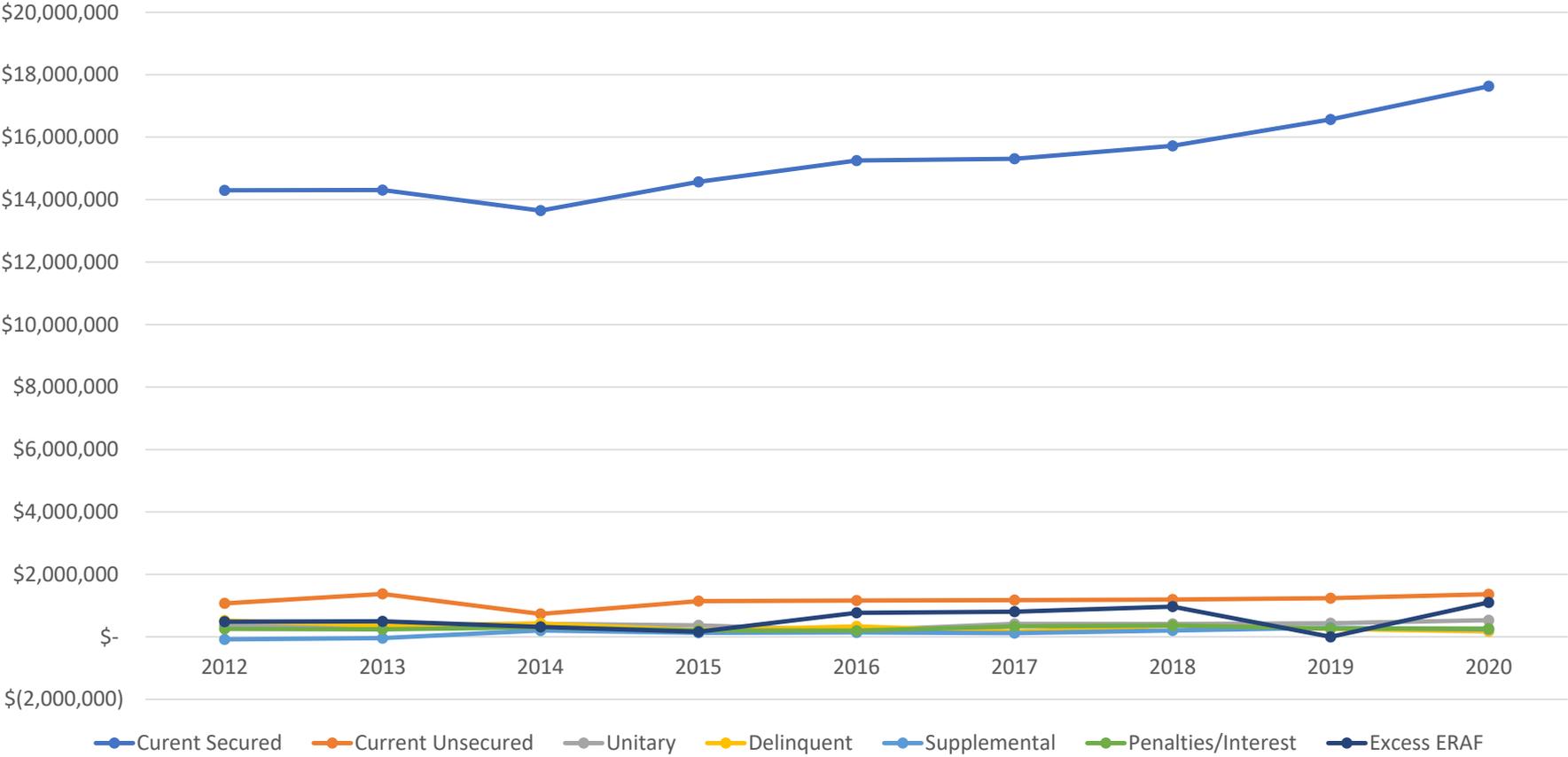
<b>GF FISCAL PERFORMANCE 2016 – 2020 (Actuals)</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Discretionary Revenue	\$25,816,000	\$26,315,000	\$28,530,000	\$28,584,000	\$30,593,000
Program Revenue	9,926,000	9,409,000	9,332,000	8,219,000	7,996,000
<b>TOTAL REVENUES</b>	<b>35,742,000</b>	<b>35,723,000</b>	<b>37,862,000</b>	<b>36,803,000</b>	<b>38,589,000</b>
Salaries and Benefits	22,020,000	22,432,000	24,285,000	24,852,000	25,468,000
Services and Supplies	8,044,000	8,494,000	9,820,000	10,033,000	9,383,000
Capital outlay and Debt Service	280,000	668,000	393,000	208,000	165,000
Contributions and Transfers	1,636,000	1,850,000	2,627,000	2,724,000	3,269,000
<b>TOTAL EXPENDITURES</b>	<b>31,980,000</b>	<b>33,444,000</b>	<b>37,125,000</b>	<b>37,817,000</b>	<b>38,285,000</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>3,762,000</b>	<b>2,279,000</b>	<b>737,000</b>	<b>(1,014,000)</b>	<b>304,000</b>
Transfers to Reserves	(39,000)	(1,374,000)	(910,000)	(1,524,000)	(343,000)
FUND BALANCE, Beginning of Year	4,565,000	8,287,000	9,192,000	9,019,000	6,481,000
FUND BALANCE, End of Year	\$8,287,000	\$9,192,000	\$9,019,000	\$6,481,000	\$6,442,000

<b>GF BUDGET TO ACTUAL PERFORMANCE FY 2019-20</b>	<b>BUDGET</b>	<b>ACTUAL</b>	<b>VARIANCE Positive (Negative)</b>
Discretionary Revenue	\$29,587,000	\$30,593,000	\$1,006,000
Program Revenue	8,228,000	7,996,000	(232,000)
<b>TOTAL REVENUES</b>	<b>37,815,000</b>	<b>38,589,000</b>	<b>774,000</b>
Salaries and Benefits	26,252,000	25,468,000	784,000
Services and Supplies	10,981,000	9,383,000	1,598,000
Capital outlay and Debt Service	221,000	165,000	56,000
Contributions and Transfers	3,185,000	3,269,000	(84,000)
Contingency	127,000	--	127,000
<b>TOTAL EXPENDITURES</b>	<b>40,766,000</b>	<b>38,285,000</b>	<b>2,481,000</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>(2,951,000)</b>	<b>304,000</b>	<b>3,255,000</b>
Transfers to Reserves	(343,000)	(343,000)	--
<b>FUND BALANCE, Beginning of Year</b>	<b>6,481,000</b>	<b>6,481,000</b>	<b>--</b>
<b>FUND BALANCE, End of Year</b>	<b>\$3,187,000</b>	<b>\$6,442,000</b>	<b>\$3,255,000</b>

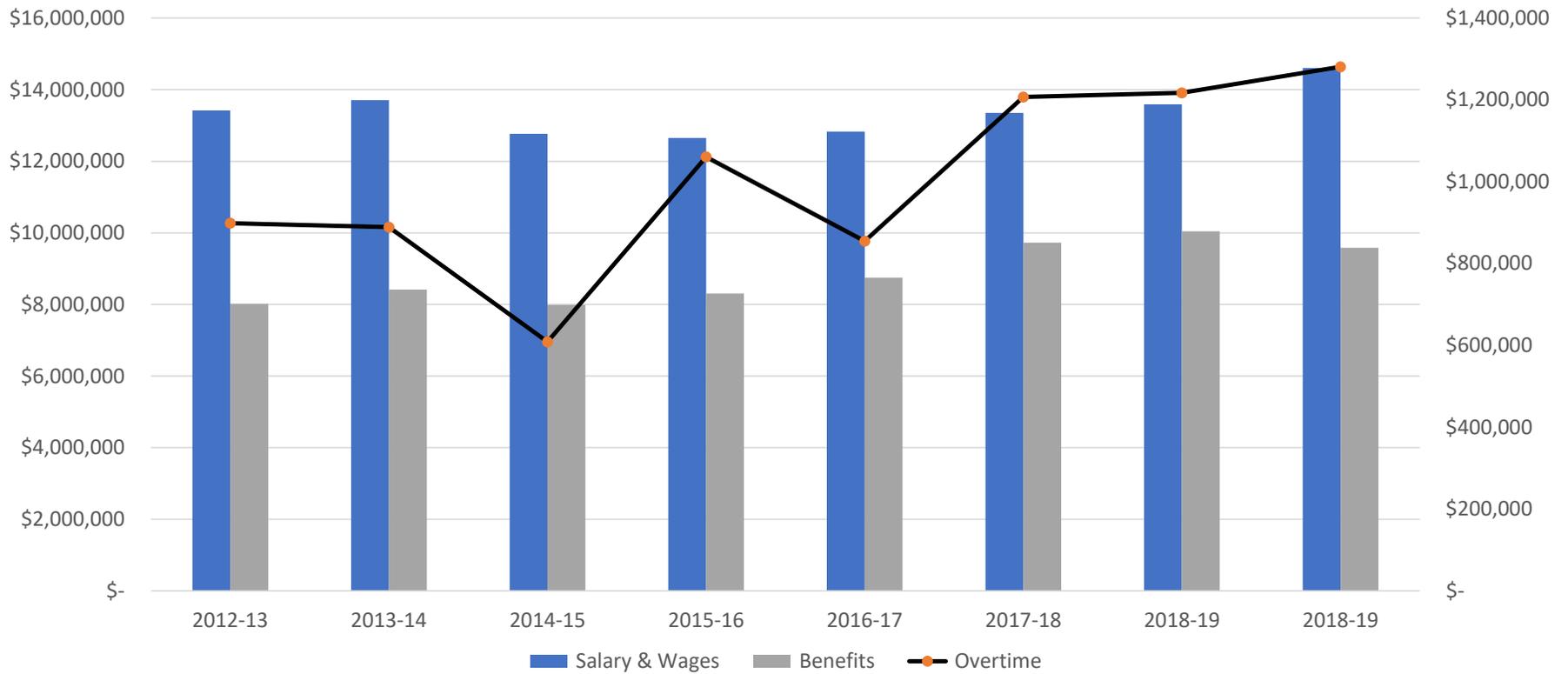
# GF Revenues



### COMPONENTS OF PROPERTY TAX REVENUES

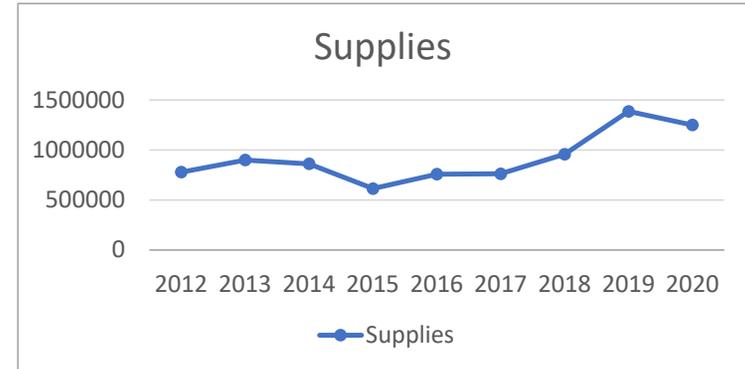
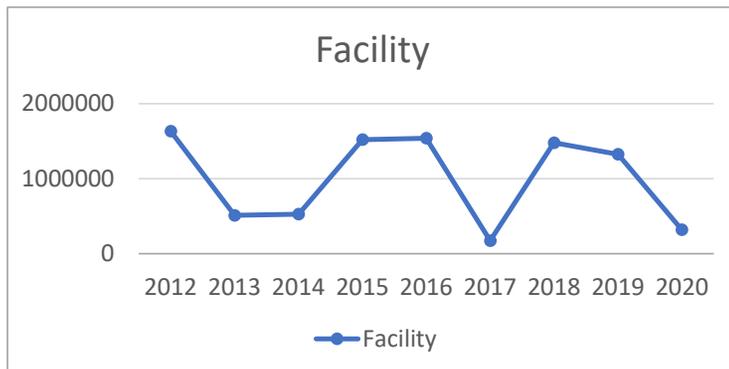
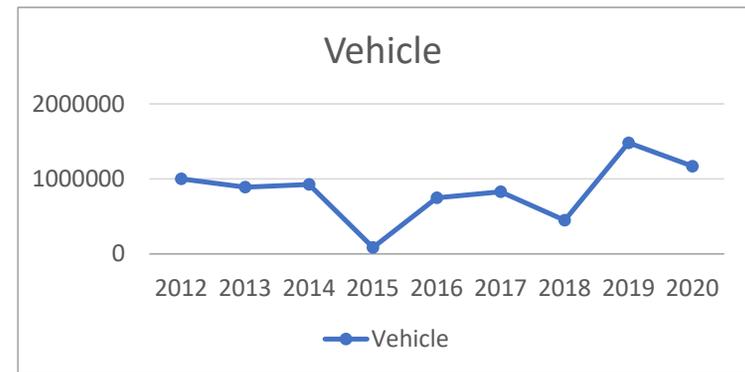
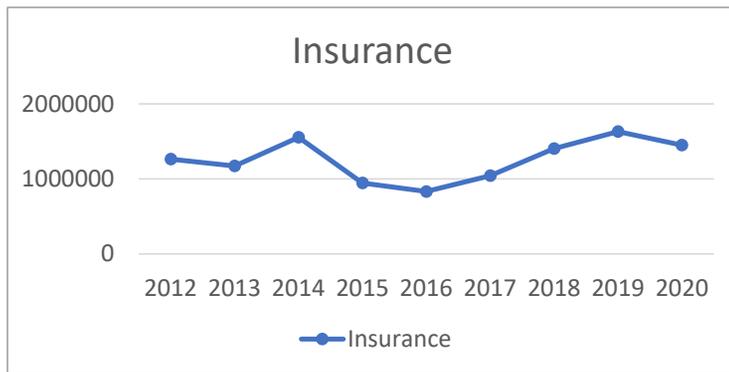


# Salary & Benefit Trends



# KEY EXENDITURE TRENDS

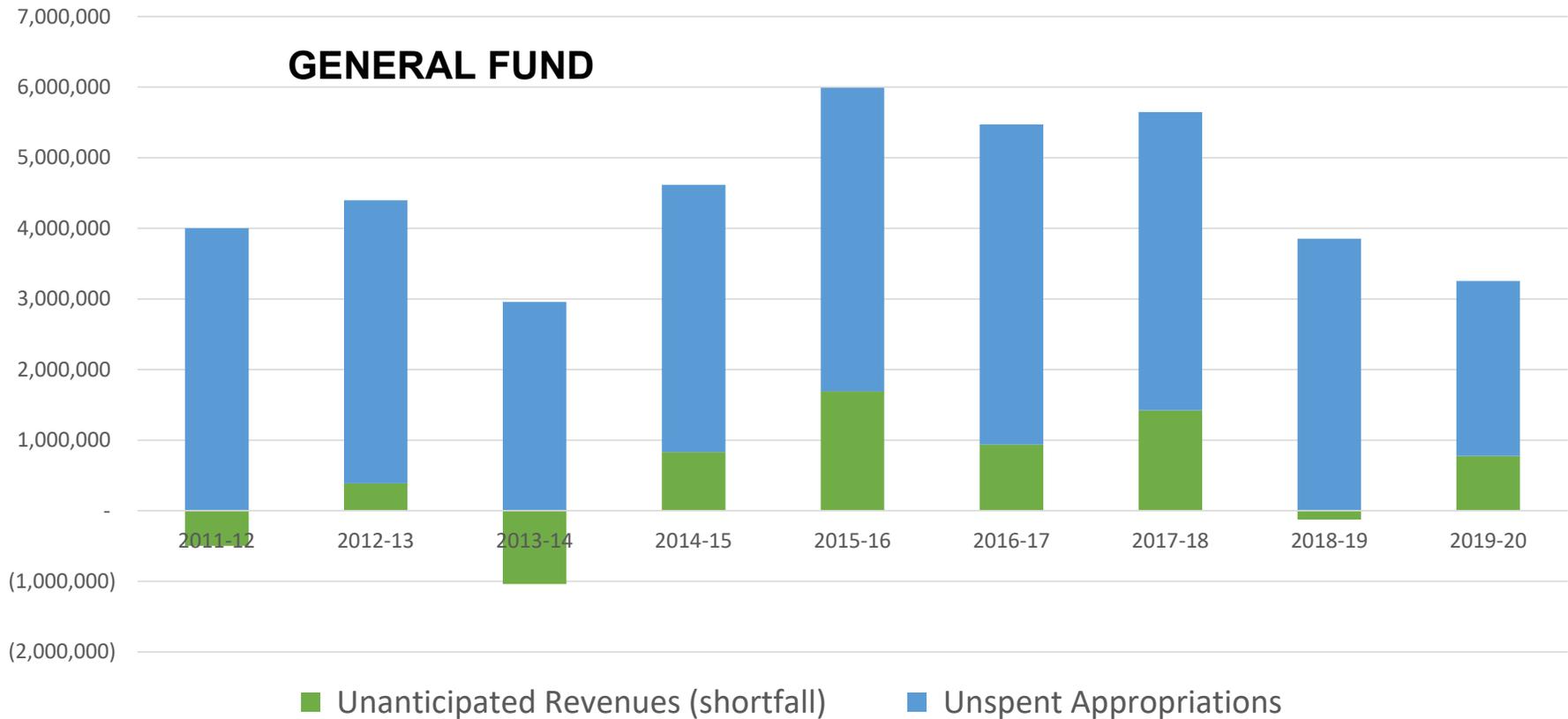
## *Non-Salary & Benefits*



Estimated  
Spendable  
Resources  
for  
FY 2021-22  
Budget Process

# *GENERAL FUND CARRYOVER*

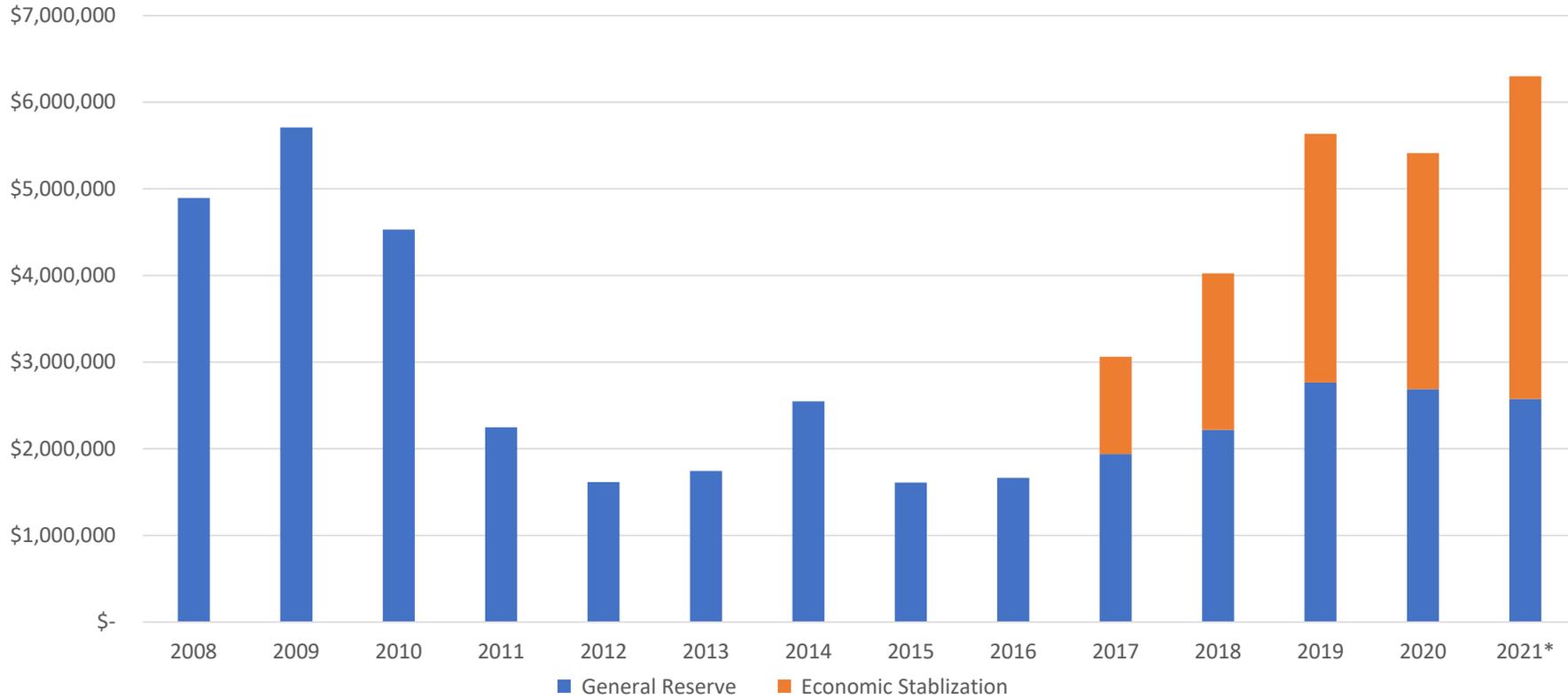
# Budgetary Perspective of Carryover Fund Balance



# GF RESERVE BALANCES

Economic Stabilization:  
 \$2,723,348 at 2020  
 \$3,723,348 projected

General Reserve:  
 \$2,689,364 at 2020  
 \$2,576,316 projected



*GFOA Recommended balances: 17% to 25% (\$6.6 to \$9.7 million)*  
*County policy for general reserve: 5% to 15% (\$2.0 to \$5.8 million)*  
 \* Projected

## *GF Carryover Balance at June 30, 2020*

Assets	\$8,475,000
Liabilities	(2,033,000)
<b>Carryover balance at June 30, 2020</b>	<b>\$6,442,000</b>
FY 2018-19 Net Unspent Appropriations	\$3,188,000
FY 2019-20 Net Unspent Appropriations	3,254,000
<b>Carryover balance at June 30, 2020</b>	<b>\$6,442,000</b>

# *GF Fund Balance Carryover As of June 30, 2020*

<b>GF FUND BALANCE CARRYOVER AVAILABLE FOR SPENDING</b>	
FUND BALANCE AT JUNE 30, 2020	\$6,442,000
SET-ASIDES (not available for spending):	
• Solid Waste advance receivable	174,000
• CDBG and HOME Notes Receivable	887,000
• Prepaid expenses and inventory	113,000
FY 2020-21 Adopted Budget Deficit	3,126,000
Proposed transfer to Economic Stabilization Reserve Fund	1,000,000
<b>REMAINING FUND BALANCE TO BALANCE FUTURE BUDGETS</b>	<b>\$1,142,000</b>

# Budget Appropriations Request

Move \$1,000,000 from GF Carryover  
To the Economic Stabilization  
Reserve Fund



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    November 10, 2020

**TIME REQUIRED**

**SUBJECT**                    Closed Session - Labor Negotiations

**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): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. 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). Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time

Who

Approval





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    November 10, 2020

**TIME REQUIRED**

**SUBJECT**            Closed Session - Initiation of  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)  
No Attachments Available

**History**

Time	Who	Approval
11/5/2020 9:05 AM	County Administrative Office	Yes
11/5/2020 8:17 AM	County Counsel	Yes
11/5/2020 6:19 AM	Finance	Yes



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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE**    November 10, 2020

**Departments: Information Technology**

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

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Nate Greenberg, IT Director

**SUBJECT**            Communication Provider Update

### AGENDA DESCRIPTION:

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

This item will provide a high-level overview of the current state of broadband and telecommunication providers throughout the County, discuss the Frontier bankruptcy and potential impacts, and offer an opportunity for the Board to ask questions or provide direction to staff.

### RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

### FISCAL IMPACT:

None at this time.

**CONTACT NAME:** Nate Greenberg

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

<p><b>Click to download</b></p> <p> <a href="#">Staff Report</a></p>
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#### History

Time	Who	Approval
11/4/2020 3:27 PM	County Administrative Office	Yes
11/4/2020 2:14 AM	County Counsel	Yes
10/30/2020 3:35 PM	Finance	Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

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

Nate Greenberg  
*Information Technology Director*

November 10, 2020

**To** Honorable Board of Supervisors  
**From** Nate Greenberg, Information Technology Director  
**Subject** Update on the current state of broadband and telecommunications in Mono County

**Recommendation**

This is intended as an informational item, however, Board direction to staff is acceptable.

**Discussion**

Since Digital 395 came online in 2013, the quality and availability of broadband and telecommunications in Mono County has, for the most part, consistently improved. Thanks to a tremendous amount of work by staff with support from elected leadership at the County and Town of Mammoth Lakes, today approximately 92% of households in the County have access to Gigabit internet.

Though the overall state of broadband and telecommunications is far better than it was a decade ago, a number of significant challenges exist currently and lie ahead. Frontier's recent bankruptcy declaration is one area of serious concern, and service quality and performance issues by other providers pose additional problems and threats. With Supervisor Peters' recent appointment to the National Association of Counties Broadband Task Force it is as important as ever that County leadership be aware of and engaged in these topics.

This item will provide a high-level overview of the current state of broadband and telecommunication providers throughout the County, discuss the Frontier bankruptcy and potential impacts, and offer an opportunity for the Board to ask questions or provide direction to staff.

**Fiscal Impact**

None at this time.

**Strategic Plan Alignment**

**Mono County Strategic Priorities**

1. Improve Public Safety & Health
2. Enhance Quality of Life for County Residents
3. Fiscally Health County & Regional Economy
- ✘ 4. Improve County Operations
- ✘ 5. Support the County Workforce

**IT Strategic Initiatives**

- ✘ 1. Customer Success
- ✘ 2. Infrastructure & Security
3. Communications
- ✘ 4. Engaged & Empowered Users
- ✘ 5. Usability & Access
- ✘ 6. Data Quality & Availability