



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting November 5, 2013

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

2. **APPROVAL OF MINUTES**

A. Board Minutes

Approve minutes of the Regular Meeting held on October 8, 2013.

B. Board Minutes

Approve minutes of the Regular Meeting held on October 15, 2013.

3. **PRESENTATIONS - NONE**

4. **BOARD MEMBER REPORTS**

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

5. **COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

6. **DEPARTMENT REPORTS/EMERGING ISSUES**

7. **CONSENT AGENDA**

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

A. Reappointment of Members to the Assessment Appeals Board

Departments: Clerk of the Board

Reappointment of three existing Assessment Appeals Board members: Rose Murray, Paul Oster and John Gallagher. Rose Murray's term will expire in October of 2015 as her term originally expired in 2012 and inadvertently did not get renewed. Paul Oster and John Gallagher's terms will expire in October of 2016.

Recommended Action: Approve reappointment of Rose Murray, Paul Oster and John Gallagher (alternate member) to the Mono County Assessment Appeals Board.

Fiscal Impact: None.

B. First Amendment of Caltrans MOU

Departments: County Counsel

Proposed First Amendment of the Conway Ranch MOU with Caltrans. Said document would extend the deadline for implementation of all MOU provisions until April 1, 2014.

Recommended Action: Approve County entry into proposed First Amendment of the Conway Ranch MOU and authorize the Board chair to sign said First Amendment on behalf of the County.

Fiscal Impact: None.

C. LEA Independent Hearing Panel
 Departments: Environmental Health

Mono County Environmental Health, acting as the Mono County Local Enforcement Agency (LEA), is required to have in place an Independent Hearing Panel (IHP) that can convene to hear and resolve disputes regarding enforcement actions carried out by the LEA. Individuals affected by an enforcement action could request a hearing from the IHP. Terms of IHP members are four years and may only hold the position for two consecutive terms. Due to this term limit, two current IHP members must be replaced this next cycle.

Recommended Action: Board of Supervisors approve the IHP members for the next four year cycle: specifically, Supervisor Johnston, Lisa Isaacs, and Brian Robinette as regular panel members, and Supervisor Stump, Tom Platz, and Steven McCabe as alternate panel members. All terms will expire on November 3, 2017.

Fiscal Impact: No fiscal impact.

D. Mono County Children's Medical Services (CMS) Plan Fiscal Year 2012-2013
 Departments: Health Department

The Children's Medical Services Plan for Fiscal Year 2012-2013.

Recommended Action: That the Board of Supervisors approve and authorize Chairman to sign the Mono County Children's Medical Services (CMS) Plan for fiscal year 2012-2013.

Fiscal Impact:

These programs are funded with a mix of Federal Title XIX (Medicaid), Federal Title XXI funds, State General Fund, and Social Services Realignment dollars. The funding mix is different for each program, based on factors such as MediCal caseload and staff time studies. The chart below shows the breakdown, by program, of this funding. These figures are included in the 2012-2013 County Budget already approved.

Program	Medi-Cal- (State and Title XIX)	Federal Title XXI	State	Realignment
CHDP	\$ 81,847	0	\$ 98	\$ 9,796
CCS-Admin	\$161,321	\$39,324	\$37,324	\$37,475
HCPCFC	\$ 12,279	0		\$ 2,893

These programs provide the funding for 1 FTE Health Program Manager, 1 FTE Community Health Outreach Specialist position, .21 Clerical/Accounting positions and .15 of the Public Health Director position.

E. Employment Agreement – Resolution approving Agreement re Employment Joseph Blanchard

Departments: Human Resources

Proposed contract with Joseph B. Blanchard pertaining to employment and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R13-___, approving a contract with Joseph B. Blanchard and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: For this employee’s agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract Monthly Compensation (Inclusive): \$8,296
- 1 New Contract Monthly Compensation: \$7,881
- 1 Difference (Monthly): \$415
- 1 Estimated Annualized Savings: \$4,978

F. Employment Agreement – Resolution approving Agreement re Employment Garrett Higerd

Departments: Human Resources

Proposed resolution approving a contract with Garrett Higerd and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R13-___, approving a contract with Garrett Higerd and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: For this employee’s agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract Monthly Compensation (Inclusive): \$9,376
- 1 New Contract Monthly Compensation: \$8,907
- 1 Difference (Monthly): \$469
- 1 Estimated Annualized Savings: \$5,625

G. Employment Agreement – Resolution approving Agreement re Employment Wade McCammond

Departments: Human Resources

Proposed resolution approving a contract with Wade McCammond and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R13___, approving a contract with Wade McCammond and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$10,785
- 1 New Contract Monthly Compensation: \$10,246
- 1 Difference (Monthly): \$539
- 1 Estimated Annualized Savings: \$6,471

H. Employment Agreement - Resolution approving Agreement re Employment Thomas Perry

Departments: Human Resources

Proposed resolution approving a contract with Thomas Perry and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R13-___, approving a contract with Thomas Perry and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$7,000
- 1 New Contract Monthly Compensation: \$7,000
- 1 Difference (Monthly): \$0
- 1 Estimated Annualized Savings: \$0

I. Employment Agreement - Resolution approving Agreement re Employment Roberta Reed

Departments: Human Resources

Proposed resolution approving a contract with Roberta Reed and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R13-___, approving a contract with Roberta Reed and prescribing the compensation, appointment and conditions of

said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$9,146
- 1 New Contract Monthly Compensation: \$9,146
- 1 Difference (Monthly): \$0
- 1 Estimated Annualized Savings: \$0

J. Employment Agreement – Resolution approving Agreement re Employment Lynda Roberts

Departments: Human Resources

Proposed resolution approving a contract with Lynda Roberts and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R13___, approving a contract with Lynda Roberts and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$9,897
- 1 New Contract Monthly Compensation: \$9,402
- 1 Difference (Monthly): \$495
- 1 Estimated Annualized Savings: \$5,938

K. Employment Agreement – Resolution approving Agreement re Employment Linda Romero

Departments: Human Resources

Proposed resolution approving a contract with Linda Romero and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R13-___, approving a contract with Linda Romero and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current

contract in monthly salary and estimated annual savings:

- 1 Prior Contract Monthly compensation (Inclusive): \$7,293
- 1 New Contract Monthly Compensation: \$7,293
- 1 Difference(Monthly): \$0
- 1 Estimated Annualized Savings \$0

L. Employment Agreement – Resolution approving Agreement re Employment Lynda Salcido

Departments: Human Resources

Proposed resolution approving a contract with Lynda Salcido and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R13__, approving a contract with Lynda Salcido as and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: For this employee’s agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$11,281
- 1 New Contract Monthly Compensation: \$10,717
- 1 Difference (Monthly): \$564
- 1 Estimated Annualized Savings: \$6,769

M. Employment Agreement – Resolution approving Agreement re Employment Franklin Smith

Departments: Human Resources

Proposed resolution approving a contract with Franklin W. Smith as prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R13__, approving a contract with Franklin W. Smith and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: For this employee’s agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$8,783
- 1 New Contract Monthly Compensation: \$8,344
- 1 Difference (Monthly): \$439

1 Estimated Annualized Savings: \$5,270

N. Employment Agreement – Resolution approving Agreement re Employment Jeff Walters

Departments: Human Resources

Proposed resolution approving a contract with Jeff Walters, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R13___, approving a contract with Jeff Walters, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: For this employee’s agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract Monthly Compensation (Inclusive): \$10,336
- 1 New Contract Monthly Compensation: \$10,336
- 1 Difference (Monthly): \$0
- 1 Estimated Annualized Savings: \$0

O. Employment Agreement – Resolution approving Agreement re Employment Stacey Westerlund

Departments: Human Resources

Proposed resolution approving a contract with Stacey Westerlund, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R13___, approving a contract with Stacey Westerlund, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: For this employee’s agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$7,925
- 1 New Contract Monthly Compensation: \$7,925
- 1 Difference (Monthly): \$0
- 1 Estimated Annualized Savings: \$0

8. **CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE**

9. **REGULAR AGENDA - MORNING**

- A. General Plan Amendment 13-002 / Central Business Parking Districts
Departments: Community Development
9:30 AM Public Hearing / 45 minutes (15 minute presentation, 30 minute discussion)

(Brent Calloway) - Public hearing regarding General Plan Amendment 13-002 / Central Business Parking Districts & Minor Countywide Parking Regulations Update.

Recommended Action: The Mono County Planning Commission recommends in Resolution R13-04 that the Board of Supervisors: 1) Adopt Addendum 13-01 to the Mono County General Plan EIR; and, 2) Adopt Resolution R13-__ Approving General Plan Amendment 13-002: Central Business Parking Districts & Minor Countywide Parking Regulations Update.

Fiscal Impact: None.

- B. Comment Letter to US Fish and Wildlife Service on Proposals to List the Sierra Nevada Yellow-Legged Frog and Yosemite Toad, and Designate Critical Habitat
Departments: Community Development
25 minutes (10 minute presentation, 15 minute discussion)

(Wendy Sugimura and Jim Paulus) - Presentation by Wendy Sugimura and Jim Paulus regarding Mono County comments on proposed rules and critical habitat for the Sierra Nevada yellow-legged frog and Yosemite toad.

Recommended Action: 1. Provide any desired direction to staff and authorize the Chair to sign the comment letter to the US Fish and Wildlife Service. 2. Select a Supervisor and alternate to attend the public hearing, date and location to be determined.

Fiscal Impact: None at this time.

- C. Discussion Re: Terms of Lease of Old Sheriff Substation
Departments: County Counsel
30 minutes (5 minute presentation, 25 minute discussion)

(John-Carl Vallejo) - Proposed offer to lease to the public pertaining to the old sheriff substation property.

Recommended Action: Direct staff to offer to the public the Lease of the Old Sheriff Substation for no more than \$10,000 per month, for a duration not exceeding 10 years, for a purpose as determined by the Board. Authorize CAO to execute a lease of the property after achieving compliance with Mono County Code Section 3.05.030. Provide any additional desired direction to staff.

Fiscal Impact: None at this time. Potential increased revenue if the property is leased.

- D. Budget Adjustment for Tourism

Departments: Economic Development

10 minutes (5 minute presentation, 5 minute discussion)

(Alicia Vennos) - Request approval by the Board to spend incremental revenue generated by additional advertising sales to increase the annual Mono County Visitor Guide by 8 pages in order to accommodate new 2014 advertisers, enhance content, and increase print/distribution by 10,000. Advertising revenues exceeded total projected revenue of \$23,500 by \$8,275. The additional \$8,275 is requested to be utilized to augment the content and reach of Mono County's primary tourism marketing piece. The increase in revenue matches the increase in expenditure, thus the net change is zero.

Recommended Action: Request approval by the Board to increase Tourism revenue by \$8,275 which represents additional revenue generated through advertising sales for the 2014 Mono County Visitor Guide. Request approval by the Board to increase expenditures for enhanced design/ production of the 2014 Visitor Guide by the same amount of \$8,275 (106-TOUR-3250) in order to accommodate new advertisers, expand content and information, and to increase print quantity from 30,000 to 40,000. The net change is zero. A 4/5 vote is required for approval.

Fiscal Impact: If all sales are realized, increase in revenues will equal increase in expenditures, resulting in a net change of zero.

E. Sage Grouse Listing by US Fish and Wildlife Service

Departments: Community Development

15 minutes (5 minute presentation, 10 minute discussion)

(Scott Burns, Courtney Weiche) - Review notice of Bi-State Distinct Population Segment of Greater Sage Grouse listing proposal under the Endangered Species Act.

Recommended Action: Review listing proposal notice and provide any desired direction to staff, including: 1) Prepare letter requesting a 90-day extension of the comment period and also a public hearing in Mono County; 2) Consult the Bi-State Working Group, Inyo and Alpine counties, other affected agencies, and the County's consulting biologist in preparing comments for future Board consideration; 3) Direct staff and/or a Board representative to share the Board's September 17, 2013, comments at either the November 5 (Bishop) or November 6 (Smith Valley) USFWS meetings; and 4) Direct staff to engage Mono County congressional representatives to advocate on our behalf.

Fiscal Impact: Potentially significant long-term economic impact, particularly when cumulative impacts of the proposed action are considered with those of the Yosemite toad and yellow-legged frog proposed action. The U.S. Fish and Wildlife Service must still prepare the required economic studies.

F. Department of Public Health Immunization Contract Fiscal Year 2013-2017

Departments: Public Health

20 minutes (10 minute presentation, 10 minute discussion)

(Hillary Bayliss, PHN, Health Program Manager) - Proposed contract with California Department of Public Health pertaining to immunization services.

Recommended Action: Approve and authorize the Chair to sign the Standard Agreement, Number 13-20334 with the California Department of Public Health (CDPH) for the Immunization Program for FY 2013-2017 and the Contractor Certification Clauses (CCC) signature page.

Fiscal Impact: \$100,000 to provide immunization services in FY 2013-2017. This grant was anticipated and \$20,000 is included in the current budget. If any adjustments are necessary, they will be addressed in the midyear budget.

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

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

11. **CLOSED SESSION**

A. Closed Session--Human Resources

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

B. Closed Session - County Counsel Performance Evaluation

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

C. Closed Session

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

D. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Pumice Valley Landfill. Agency negotiators: Jim Leddy, Tony Dublino, Stacey Simon, and Marshall Rudolph. Negotiating parties: Mono County and LADWP. Under negotiation: price.

REGULAR AFTERNOON SESSION COMMENCES AT 2:00 P.M.

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

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

13. **REGULAR AGENDA - AFTERNOON**

A. Solid Waste Parcel Fees--Policies, Issues and Opportunities

Departments: Solid Waste

45 minutes (10 minute presentation, 35 minute discussion)

(Tony Dublino) - Presentation by Tony Dublino regarding existing policies and methods relating to the assessment and collection of Solid Waste Parcel Fees, and opportunities for the future.

Recommended Action: None. Provide any desired direction to staff.

Fiscal Impact: None.

B. Community Grant Application

Departments: Finance

1.25 Hours (15 min. presentation, 60 min. discussion)

(Leslie Chapman) - Presentation by Leslie Chapman regarding draft application and guidelines for the Community Grant Program.

Recommended Action: Provide feedback and direction regarding the Community Grant application and guidelines along with direction for next steps.

Fiscal Impact: None at this time, however there is \$60,000 provided in the 2013/2014 budget for this program.

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Board Minutes	

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on October 8, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall
PHONE/EMAIL: x5533 / skendall@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Draft 10-08-13](#)

History

Time	Who	Approval
10/15/2013 2:32 PM	County Administrative Office	Yes
10/30/2013 10:10 AM	County Counsel	Yes
10/18/2013 1:24 PM	Finance	Yes



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

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified at far right.

Regular Meeting

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

October 8, 2013

Flash Drive	#1008
Minute Orders	M13-218 to M13-221
Resolutions	R13-87 to R13-89
Ordinance	Ord13-05 – NOT USED

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

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

Pledge of Allegiance led by Supervisor Alpers.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Deborah Hess (SCE):

- Introduced herself, she's replacing Dan Brady.
- She worked here until 2010 and has since come back with this position opening up.

*Break: 9:48 a.m.
Reconvene: 10:00 a.m.
Closed Session: 12:50 p.m.
Reconvene: 2:00 p.m.
Adjourn: 3:10 p.m.*

CLOSED SESSION

There was nothing to report out of closed session.

BOARD OF SUPERVISORS

CLOSED SESSION WILL FOLLOW REGULAR MORNING SESSION.

- 1a) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. Employee Organization(s):

Note

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

Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

1b) County Counsel Performance Evaluation - PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

2) APPROVAL OF MINUTES
9:00 a.m.

None

3) **BOARD MEMBER REPORTS**

Supervisor Alpers:

- Last Tuesday, attended June Lake CAC; asked John Urdi to make another presentation as people are terribly misinformed about how airport functions. Urdi has been in touch with Forest Service folks too. Fuels Reduction subcommittee also did a presentation.
- Saturday night – public showing of movie Oblivion at June Lake Community Center; no charge. Discussion of how the mechanics of the movie worked including the film shot with the trout. Spoke of economic impacts of having a major movie filmed in Mono County.
- Spoke about his retina surgery; has to use his eyes minimally.

Supervisor Fesko:

- Passed out a map of where he rode on his ATV trip. Just took a 10 day trip, approximately 1,430 miles roundtrip (to Utah border). Great trip, looking to do it again and perhaps go all the way to Idaho.

Supervisor Hunt:

- Took long walk up to Rock Creek/Mosquito Flat yesterday; still a lot of people. All campgrounds are closed, very sad.
- Went to Yosemite on Friday.
- Met with committee on Caltrans/Conway issues; more meetings to come.
- Met with Tom Hallenbeck and BLM regarding the escape route in Mono City; both all ears and wanting to come to a solution.
- Mentioned that Tioga Pass will close at 6:00 p.m. this evening due to eminent storm. The Parks Service does not know when it will reopen.

Supervisor Johnston:

- Attended Summit of the Eastern Sierra Council of Government. There is a trinket at each supervisor's spot. Took bus tour to a geothermal plant and several companies. Very enlightening. Second day was actual program – a lot of keynote speakers, Darryl Hannah was there pushing electric vehicles. Inyo County is ahead of us – has challenged Leddy to take on Carunchio; he believes County should set a goal for renewable on our own facilities here; see if we can't get to a point where we're 50% renewable. Incentives for people to install solar panels in their own homes (coming up on fee discussion). He's invited speaker to talk about solar collectives. If you're in a house that can't have solar, you can buy separate panels and buy-in that way. Encourages additional supervisors to attend this summit next year.

Note

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

- Mammoth Lakes Housing meeting last night – met new Town Manager. Working on plan to get monies back into the program.
- Letter on next agenda to Congressman Cook supporting a clean continuing resolution.

Supervisor Stump:

- Another meeting with AT&T regarding cell service in Crowley and Chalfant; news for Crowley not good. Chalfant has requested a presentation from AT&T.
- Saturday evening, attended community BBQ in Swall Meadows given by Fire Dept as thanks. Kudos to State Farm Insurance Co.
- Thursday/Friday toured the permit business in Rock Creek Canyon and Convict Canyon to ascertain impacts of campground service shutdown. Just trying to clarify rules for these vendors.
- Mono City Road – just received a copy of Community Fire Protection Plan (information to be given to Katie Bellomo).
- Kathy Peterson – issue of buying meals for tri valley residents will be \$14,000 - \$15,000 in savings over what we're currently spending; still some logistical considerations. Inyo has voted approval. There will now be a buffer in the senior program.

COUNTY ADMINISTRATIVE OFFICE

- 4) **CAO Report regarding Board Assignments**
Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

Jim Leddy:

- Met with new Town Manager on Friday; got into discussions about Solid Waste, IT efforts and other shared services. New manager is open to being communicative and sharing information.
- Went to Mono Hills on Sunday; finally went out 182 to go shopping. Can't believe how low the Bridgeport Reservoir is.

DEPARTMENT REPORTS/EMERGING ISSUES
(PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Marshall Rudolph:

- Handed out a new urgency item card; now laminated.

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.)

COUNTY ADMINISTRATIVE OFFICE

Additional Departments: Clerk of the Board

- 5a) Request to Cancel the November 19, 2013 Board of Supervisors Meeting - Request from the County Administrator asking the Board of Supervisors to approve cancelling of November 19th Board of Supervisors meeting in order to allow Board members to attend the California State Association of Counties Annual Conference.

- M13-218** **Action:** Approve cancelling of November 19th Board of Supervisors meeting in order to allow Board members to attend the California State Association of Counties Annual Conference.

Note

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

Johnston moved; Fesko seconded

Vote: 5 yes; 0 no

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 6a) Appointment of June Lake Citizens Advisory Committee Member - Consider appointment of one new member, Don Morton, to the June Lake Citizens Advisory Committee, as recommended by Supervisor Alpers.

M13-219 Action: Approve appointment of Don Morton to the June Lake Citizens Advisory Committee.

Johnston moved; Fesko seconded

Vote: 5 yes; 0 no

REGULAR AGENDA

CORRESPONDENCE RECEIVED
(INFORMATIONAL)

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

CLERK OF THE BOARD

- 7a) Traynor Letter Requesting Relief for Local Businesses from Effects of the Rim Fire - Correspondence dated September 24, 2013 from Tim and Kimberly Traynor (owners of Yosemite Gateway Motel) requesting relief from the effects of the Rim Fire on local businesses. They are requesting additional time to make TOT payments as they become due.

Supervisor Johnston:

- Feels this is a reasonable request and worth board discussion. Some relief would be extremely beneficial.
- Last year we gave a lot of money to June Lake due to ski area closure, maybe someone else's turn?

Supervisor Fesko:

- They aren't asking for zero interest, just a break on late charges.
- Needs to be an agenda item added for next week; this is a payment plan request, not a loan in his opinion.

Supervisor Alpers:

- We need to be very careful about how we handle this having paid bed tax for decades.
- A discussion is needed and education is needed about TOT. See if there really is any relief to be provided; our funding sources are very tenuous.
- If you give relief to one, you have to give relief to all.

Supervisor Hunt:

- Agendize immediately and keep discussion broad. Disclosed that the Traynors are his family.

Supervisor Stump:

- Is there some type of parallel between this type of relief and property tax.

Leslie Chapman:

- This would be like approving a loan to a county person; not something provided for in the ordinance.

Note

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- If we are going to bring back, she can hold further comments for later.
- Leslie handed out a flier regarding loans available for this type of thing.

The Board acknowledged receipt of the correspondence.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

8a) General Plan Amendment 13-003 (a) (Courtney Weiche) - Public hearing to amend the General Plan Land Use Designation Map to establish a Transient Rental Overlay District to allow for nightly rentals at 973 Lundy Lake Road (APN 019-140-011) and Addendum to General Plan EIR.

R13-87 **Action:** Approve Addendum #13-02 to the Mono County General Plan EIR; and (2) adopt proposed resolution #R13-87, approving a Transient Rental Overlay District for 972 Lundy Lake Road (APN 019-140-011).

Alpers moved; Fesko seconded

Vote: 5 yes; 0 no

Courtney Weiche (powerpoint):

13-003(a)/Kibbee Transient Overlay District:

- Project Location.
- Background.
- Chapter 26 Regulations.
- Land Technical Advisory Committee.
- Planning Commission met and approved.
- Noticing – to date, no formal comments have been received in opposition to the project.
- Environmental Review.
- Staff Recommendation – Approve Resolution as submitted.

Supervisor Fesko:

- Asked about the different numbering.

Stacey Simon:

- Requested the Board approve the recommended action listed on cover sheet in packet; not on staff report.

PUBLIC HEARING OPEN: 10:07 A.M.

PUBLIC HEARING OPEN: 10:08 A.M.

Supervisor Alpers:

- Appears as if all approvals have been handled.
- Right now the process we're going through is appropriate.

Supervisor Stump:

- Asked for clarification on residence.

Supervisor Hunt:

- Happy with way the Transient Overlay process is working.

Supervisor Johnston:

- Wants to make sure we're not being overly burdensome in approving these.
- So far there have been minimal impacts to neighbors; maybe at some point revisit to see if it can be even less burdensome and more cost effective.

8b) General Plan Amendment 13-003 (b) (Courtney Weiche) - Public hearing to consider the Planning Commission recommendation to approve General

Note

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Plan Amendment 13-003 (b) to amend the General Plan Land Use Designation Map to add 9 Silver Meadow Lane (APN 016-096-005) and 93 Nevada St. (APN 016-098-011) to the established Transient Rental Overlay District at June Lake to allow for nightly rentals.

R13-88

Action: Adopt Addendum #13-003 (a & b) to the Mono County General Plan EIR; and (2) adopt proposed resolution #R13-88, adding 9 Silver Meadow Lane (APN 016-096-005) and 93 Nevada St. (APN 016-098-011) to the established Transient Rental Overlay District at June Lake to allow for nightly rentals.

Alpers moved; Stump seconded

Vote: 5 yes; 0 no

Courtney Weiche (powerpoint):

13-003(b)/Anderson Transient Rental Overlay District

- Project Description (expands previous TROD).
- Project Location.
- Land Technical Advisory Committee.
- Planning Commission met and approved.
- Noticing – to date, no formal comments have been received in opposition to the project but a neighbor did voice some concern to her. Owners have discussed this; will have something included in the home rental permit/application regarding path.
- Environmental Review.
- Staff Recommendation as submitted.
- Code Compliance could ultimately address concerns.

Supervisor Stump:

- Conflict about access; how will it be resolved? Andersons will be required to inform renters about area not available?
- Could there be an issue where a deputy would have to respond?

Scott Burns:

- The general plan overlay district sets a strong preference that this occurs only in neighborhoods that are acceptable.
- They can be very liberal in having Code Enforcement respond.

PUBLIC HEARING OPEN: 10:19 A.M.

PUBLIC HEARING CLOSED: 10:20 A.M.

Supervisor Stump:

- How are we doing on GPA's?

Additional Departments: County Counsel, Public Works

8c)

Easement Request for Lundy Return Conveyance System (Scott Burns) - Consider request by Southern California Edison (SCE) for easement on Mono County property (APN 019-100-000) for construction of a new Mill Creek Return Conveyance Facility.

M13-220

Action: Move to deny Southern California Edison (SCE) request for easement on Mono County property (APN: 019-100-008-000) for construction of a new Mill Creek Return Conveyance Facility.

Alpers moved; Stump seconded

Note

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Vote: 4 yes; 1 no: Johnston

Scott Burns:

- Gave background on this issue.
- If there is no intent to grant the easement, we can save county a lot of time.
- Either direct staff to pursue full CEQA process or deny request.
- CEQA could get triggered by a state agency.
- CEQA requires looking at the whole of the project.
- Not making decisions today, just seeing whether to go forward with CEQA.

Marshall Rudolph:

- Gave background as legal staff with respect to county's participation.
- In a nutshell, two concerns : (1) the nature of enhanced conveyance and Winter flow is a problem; allegations that winter water rights were lost due to non-use (before County acquired property) and (2) County up until this point has found environmental analysis inadequate
- As practical matter, there is no way to get our winter water over to Mill Creek; purpose of the pipe is to transport winter flows. Now facing a conveyance means that could be used for this.
- No one has stated intent to file a claim against our winter water rights; but with the pipe it might make it more attractive. This has always been a concern to the county. Could set the stage for legal challenges in the future.
- At this point (after FERC decisions), we thought that this pipe would be built, didn't know it was to be on county's property and an easement would be requested.
- Agreements can help reduce risk. At the end of the day you can't completely eliminate the possibility of litigation.
- Legal point: through Conway Ranch, under California law, an easement for a ditch does not give you any rights to line it, expand it, put a pipe in, it's just for what it is.
- The county is one of several water rights holders.
- Putting aside CEQA issues, from the county's standpoint, ANY pipe is a concern to us.

Supervisor Johnston:

- 40 CFS vs. 50 CFS – what's the difference?
- How long has existing conveyance ditch been there? Has it ever been unused or abandoned?
- Has maintenance ever been done on this ditch?
- How do you cross the road without an easement?
- You can't change anything not related to easement?
- The part we're talking about already has a huge flow of water across our property.
- Disagrees with "getting back" at SCE especially when we don't have jurisdiction.
- In his humble opinion, SCE has an easement right now. He feels the board is jousting at windmills.
- This has nothing to do with the water rights. This is inconsistent with what we did with the Pipeline on Conway Ranch. He's in favor of protecting our water rights. Granting this easement wouldn't change that, however.
- He thinks we should do an environmental document and see what happens.
- He disagrees with his fellow Supervisors.

Supervisor Alpers:

- Everything that can be said has been said since 1998.
- We've got no water up there right now.
- At this particular time, he can't support the easement.

Note

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- The environmental expense would be monumental.

Supervisor Hunt:

- Getting an operating plan? Can issue be settled separately? Could this be challenged separately?
- Discussion of Settlement Agreement.
- Is the existing ditch compliant with settlement agreement terms?
- At this time, he votes to deny this request. SCE can come back at any time and reapply.

Supervisor Stump:

- Have you done any cost analysis?
- Asked about CEQA requirements?
- How does SCE's need for water pressure become the citizen's of Mono County's problem? How does the cost become the problem of the citizen's of Mono County?
- He has too many questions to approve this at this time.

Supervisor Fesko:

- Asked about CFS option in agreement?
- County's concerns were previously dismissed; he finds this disturbing.
- At this point he could not approve this. Maybe a smaller pipeline, he might be open to that.
- If CEQA gets triggered, what area does that cover?
- Like's Katie's suggestion to ask SCE to indemnify the county.
- Brought up again how long this item took; it was estimated for 45 minutes and has been going on 2 hours.

Stacey Simon:

- All affects of CEQA would be required to be analyzed.
- Discussed constraints on decision in regards to CEQA.
- Spoke about exemptions.

PUBLIC COMMENTS:

Dan Golden (SCE):

- Feels the return conveyance system is the best choice.
- Not proposing any water allocation changes with the approval of this.
- Existing ditch has been there for about 100 years. Water hasn't gone into this ditch for six years. Maintenance is done on the ditch.
- When Edison originally looked at modification, in order to make system work it needs to begin over county easement; there is a modification that has to take place. Pipe can't start below county property.
- Reducing the size of pipe with least amount of impact is the goal.

Jeff McQuilkin (Mono Lake Committee):

- Asks that this be approved; should be relatively easy to approve.
- County needs good planning at this point; not battles over water rights.
- USFS and BLM are settling partners.

Brad Wyatt (SCE):

- Laying a larger pipe in that canal will not work. The physics would prevent us from moving the water with a larger pipe.
- The pipe will only push 52 CFS, not additional.

Katie Maloney Bellomo:

- Speaking for People for Mono Basin Preservation in opposition to this; asks that anyone here in support of this request speak first.
- She's spent years working on this issue; gave historical background on this issue.
- Her group is concerned with the north end of the basin.

Note

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- With this request, the county is being asked to approve an easement that will spark litigation at some point.
- Discussion about water rights and why they matter.
- She's asking that the Board deny this request; give the Water Board an opportunity to do its job.

COUNTY COUNSEL

Additional Departments: Public Works, Risk Management

9a) Masonic Gun Range MOU (Marshall Rudolph) - Proposed Memorandum of Understanding (MOU) with the Bridgeport Gun Club regarding operation of the Masonic Gun Range.

M13-221 **Action:** Approve County entry into proposed MOU regarding operation of the Masonic Gun Range, and authorize the Board Chair to sign said MOU on behalf of the County.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

Marshall Rudolph:

- This is an item that has been in the works for decades.
- He inherited this project with Joe Blanchard and they've kept it moving forward. They are not experts; they're doing the best they can.
- Albert Pegorare from Bridgeport Gun Club is here and has all historical information; BLM cannot be here due to federal shutdowns. Didn't seem prudent to postpone this item at this point.
- What's before the board relates to an existing public shooting facility; there have been many tests and processes already done on this.
- Written into lease that Gun Club operates this facility; today the Board has an MOU in front of them that will allow the facility to be completely open to the public.
- All prerequisites have been met for it to be open to the public. As such, we need this written arrangement, the MOU.
- Once this facility is open, BLM plans to close other facilities that are open. BLM also intends to come to Board at some point to consider a no shooting area where the range is by Travertine.
- Lease from BLM requires it to be open to the public.

Tony Dublino Questions via email:

- Does current configuration allow for more people to use it than when it was originally configured?
- How will range be closed during migration period?

Albert Pegorare (Bridgeport Gun Club):

- Original design for range included trap fields in canyon; subsequently they realized there wasn't enough room. BLM gave more acreage but there is actually less shooting in the canyon.
- There are gates used during migration period.
- This is not a private gun club.
- Hat's off to the late Bill Reid who really made this happen.

Supervisor Johnston:

- Bishop Gun Club is private and this is not?

Supervisor Fesko:

- Hats off to the gun club; it's been a long road to get here.
- BLM asked about status of this; they are ready to move forward with the closing

Note

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of Travertine gun club due to safety issues.

**MOVE INTO CLOSED SESSION UPON
COMPLETION OF REGULAR MORNING AGENDA
REGULAR SESSION WILL COMMENCE AT 2:00 P.M.**

FINANCE

10a) Prop 172 Revenue Allocation (Leslie Chapman) - Proposed resolution, A Resolution of the Mono County Board of Supervisors changing the Allocation of Proposition 172 Funds Received by Mono County.

R13-89 **Action:** Adopt the proposed resolution #R13-89, changing the allocation of Proposition 172 Funds Received by Mono County and approve related budget changes (4/5ths vote required).

Stump moved; Alpers seconded

Vote: 4 yes; 1 no: Johnston

Leslie Chapman:

- Item came about during budget hearings; a lot of discussion on whether or not to reallocate Proposition 172 funds.
- Back now – take 25% of Proposition 172 revenue put into medics budget, then \$150,000 of remaining balance to the First Responder's Fund, 75% to Sheriff, 15% to D.A. and 10% to Probation.
- For this year monies will be a wash.
- She doesn't want to give any impression that future allocations will be exactly the same as this year.
- The reallocation doesn't change the \$150,000 going to first responders.

Supervisor Fesko:

- Will the Departments that are losing money get backfilled with general fund monies?

Susan Mohling (Probation):

- Asked how Medics are funded now.
- Why not keep backfilling Medics from General Fund monies?
- She just had a general finance question; she's not questioning whether or not the medics deserve any Prop. 172 funding.

Supervisor Stump:

- Proposition 172 is approved by the voters for Public Safety. Historically all this money has been taken by D.A., Sheriff and Probation.
- By moving this money, what this is saying to citizens is that we support the Medic program.
- His job is to think of the county as a whole.
- This money should have always been shared with the medics.
- This should be a yearly review; he completely supports a trigger point put into budget discussions every year.
- He's not interested in cutting the D.A.'s budget; he is suggesting an alternate way to do business. Logical arguments will be required by each Department head.
- The D.A. has not addressed the voter issue.
- He feels the Prop. 172 funding allocation has been broken for a long time. This is not a punishment to anybody; it's a chance to make things equitable.

Note

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- AB 109 – the county has an obligation to make medic services available to inmates. Medics provide blood draws and don't charge. If we continue to fund the medic deficit there will be groveling in the future.
- If we can approve this resolution today, with Supervisor Fesko's suggested changes, let's do it.

Supervisor Alpers:

- How does the D.A. know what the Board is going to do in the future? All the board is asking is that each Department come back to the Board with an argument about future funding.
- Suggested the D.A. come back with a much better argument.
- He supports the proposed resolution; gives management flexibility.

Supervisor Fesko:

- Asked D.A. what his fear was, since he's going to be whole this year? Cut to the chase?
- Is it just a numbers game? Yes, but the medics have just been at the bottom of the barrel.
- He's been reading up on Prop. 172. Disagrees with Supervisor Johnston in what's most important. Most of the public values the Sheriff and medics. He thinks all four are equally important.
- Torn between reallocating or not; feels D.A.'s fear is unfounded. He's on the fence.
- Suggested a different percentage breakdown; with that formula he'd accept it.

Supervisor Hunt:

- The D.A. is setting this up for future years; he's worried about cuts in the future.
- As far as future budgets go, this is a wise step. Especially since we'll be reviewing every year.
- He likes equity and control and he supports it.
- Would Supervisor Fesko be willing to approve resolution as presented today and then re-address at mid budget?

Supervisor Johnston:

- Read from Proposition 172; "paramedics" weren't included specifically in the original language. But the Board can expand perimeter of who's included.
- The paramedics are not the ones dealing with jail issues; he doesn't support change. It's only a paper shift.
- Priorities for him are Sheriff, Probation and District Attorney.
- Don't medics get TOT money?

District Attorney Tim Kendall:

- He respects what Supervisor Stump is doing; he sees this issue a bit differently.
- He understands his Department will be made whole this year; he's worried about future years.
- He's here to advocate on behalf of the District Attorney's office.
- Down the road, this shift in money will have major impacts on his office. He's general fund dependent and this shift makes him more so.
- Prop. 172 is his only revenue source; it's extremely important to him.
- His fear is that the shifting of this money in future years will impact his office more than this year.
- He's not saying that the Board doesn't have discretion on how this money is spent or on what public safety is. He's asking that the future impact be minimal. He's already taken a huge budget cut this year.
- What is broken that this proposal will fix? What justifies this action by the board?
- Question about the way the resolution is written. Why aren't the medics just included in the total revenue?

Rick Mitchell (Paramedic Association):

Note

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- Understands the District Attorney's position regarding the General Fund monies.
- Looking for a viable medic program for the future.
- Thanked the Board for what they've done so far. He thinks this restructuring will be beneficial.

Karin Humiston:

- She was upset initially because she has been trying to reduce dependence on general fund monies.
- Shouldn't everyone be required to reach objectives?

Dale Schmidt (Wheeler Crest Fire Protection District):

- He's advocating for his department.
- They are a post Prop 13 Department.
- They need this reallocation to operate in their small district.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

ADJOURNMENT 3:10 p.m.

BYNG HUNT
CHAIR

SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD

§§§§§

Note

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Board Minutes	

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on October 15, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 760-932-5538 / lroberts@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Draft Minutes](#)

History

Time	Who	Approval
10/18/2013 3:32 PM	County Administrative Office	Yes
10/30/2013 10:15 AM	County Counsel	Yes
10/21/2013 6:03 PM	Finance	Yes



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

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified at far right.

Regular Meeting

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

October 15, 2013

Flash Drive	Portable Recorder
Minute Orders	M13-222 to M13-227
Resolutions	R13-90 NOT USED
Ordinance	Ord13-05 NOT USED

9:00 AM

Meeting Called to Order by Supervisor Hunt, Chair

- Supervisors present: Alpers, Fesko, Hunt, Johnston, and Stump
- Supervisors absent: None

Pledge of Allegiance led by Leslie Chapman, Finance Director

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- **No one spoke.**

Break: 10:12 a.m.
 Reconvened: 10:17 a.m.
 Closed Session: 12:00 p.m.
 Reconvened: 2:04p.m.
 Adjourned: 3:46 p.m.

CLOSED SESSION WILL FOLLOW REGULAR MORNING SESSION

CLOSED SESSION

- **The Board had nothing to report from Closed Session.**

BOARD OF SUPERVISORS

1a)

Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van

Note

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Lente and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt).
Unrepresented employees: All.

- 1b) Closed Session - Conference With Legal Counsel - 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.
- 1c) Closed Session - Public Employee Evaluation - County Administrative Officer - PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.
- 1d) Closed Session - County Counsel Performance Evaluation - PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

2) APPROVAL OF MINUTES

M13-222 A. Approve minutes of the Regular Meeting held on October 1, 2013, as corrected.

Johnston moved; Stump seconded
Vote: 4 Yes; 0 No; 1 Abstain (Fesko)

- Supervisor Johnston: Board Reports, Johnston's comment under bullet point #1, change to read, "...discussion about recouping the 1% of TOT designated for affordable housing."

3) BOARD MEMBER REPORTS

Supervisor Alpers

1. No report.

Supervisor Fesko

1. Along with staff members, met with Liberty Energy last week; they are required to develop an emergency plan and share it with stakeholders. Liberty Energy serves Antelope Valley.
2. Met with constituents last week about items on the agenda.
3. Preparing to attend the upcoming Great Basin Water Forum.

Supervisor Hunt

1. Met with CalTrans last Thursday about the status of work on Conway Ranch; the MOU has been extended to April 1, 2014. Also received updates about the aquaculture plan and grantor contracts, status of conveyance agreement, and final draft of the Conway easement.

Supervisor Johnston

1. Attended the Mammoth Lakes High School senior dinner.
2. Met with a citizen of June Lake regarding CARB compliance.

Note

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Supervisor Stump

1. Participated in a conference call with AT&T regarding service in Chalfant. The fire district requested a presentation by AT&T, which is scheduled for October 29th.
2. AT&T decided to send a team to Crowley to evaluate cell service.
3. Attended the Mammoth Lakes High School senior dinner.
4. Acknowledged the Public Works facilities staff for rezoning the Bridgeport Hospital utilities, which will create a cost savings.
 - a. Jim Leddy, CAO: This change will save thousands of dollars in utility costs. Also the building will be used for records storage, thus eliminating the cost of renting storage units.

COUNTY ADMINISTRATIVE OFFICE

4) **CAO Report regarding Board Assignments**

Jim Leddy, CAO

1. Attended the Mono Basin RPAC meeting; discussed the emergency road. Due to the government shutdown, BLM did not attend the meeting so some questions remain unanswered.
2. Last Thursday attended the Mammoth Association of Governments meeting. Southern California Edison talked about their emergency response plan. Also on Thursday attended the meeting with Liberty Energy.
3. Received an email from a visitor about Highway 270 to Bodie. Staff researched the history of the highway and plans to meet with various agencies about the situation.
4. Mammoth Mountain Ski Area has suggested several dates to hold a MMSA-County Liaison Committee meeting. Suggested that the Chair and one other Board Member serve on the committee.
 - a. The Board agreed that Supervisor Hunt, Chair, and Supervisor Alpers should serve.

DEPARTMENT REPORTS/EMERGING ISSUES

- **No reports/emerging issues.**

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.)

- **Supervisor Fesko pulled Items #6a and #8a.**

FINANCE

Additional Departments: Bridgeport Fire Dept.

- 5a) Bridgeport Fire Department Financial Audit - Bridgeport Fire Department requests a waiver of the annual audit requirement to be replaced by a biennial audit in accordance with Government Code Section 26909.

M13-223 Action: By unanimous vote of the Board, waive the annual audit requirement for the Bridgeport Fire Department and replace it with a biennial audit in accordance with Government Code Section 26909.

Stump moved; Fesko seconded

Vote: 5 Yes; 0 No

Note

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PUBLIC WORKS - ROAD DIVISION

- 6a) Purchase of Two New Probation Vehicles - Probation is in immediate need of two new Ford Explorers due to the addition of two staff, changing requirements of evening contacts (resulting in transports to juvenile hall or the Jail), and one officer doing contacts in three states. Probation has funds available out of the juvenile justice funds.

No Motion

Action: Direct Staff to conduct more research about vehicle options, and bring this item back to the Board on November 5th for further discussion.

Board Comments

- Supervisor Fesko: Can't see the justification at this time for two additional vehicles since the motor pool doesn't seem to be used to its fullest extent. A high-mileage car does not necessarily mean it is a bad vehicle. People need to use the older vehicles in order to meet mileage targets. Suggested fabricating custom-designed cages for use in a Subaru.
- Supervisor Johnston: Asked why the department wanted to buy expensive, gas-guzzling Ford Explorers. At some point the County needs to stop purchasing inefficient vehicles. The shop needs to figure out a modified cage system for smaller vehicles. He would like to discuss this issue at the next meeting after staff conducts more research.
- Supervisor Hunt: The department needs the vehicles, but he agreed they should purchase more cost-efficient cars.

Staff Comments

- Karin Humiston, Probation Director: Understands the Board's concern about vehicle size. She outlined various problems with a Subaru:
 - Will not accommodate a "cage" for transporting offenders.
 - Cannot install radio equipment due to the location of the gas tank.
 - A high-clearance vehicle is necessary due to the nature of field work.
 - Officers need a place to secure a gun locker, and there is not adequate room in a small vehicle.Additional information:
 - The department currently has three vehicles with cages.
 - Vehicles from the motor pool have considerable mileage on them.
 - If an officer needs to make an arrest in the field, they need to have an appropriate vehicle.
 - The two new staff members are directly linked to AB109 funding.
 - Money for the cars is set aside through the Juvenile Justice Fund. Having the additional vehicles will allow the officers to spend more time in the community.
 - Would like the new vehicles within the next three months.
 - It is easier to transport youth in larger vehicles, and is more fuel efficient to use a larger vehicle than the van.
- Jeff Walters, Public Works: Subaru maintenance is not an issue. Was unaware about a problem with installing radios. Humiston is correct about the inability to install cages because a Subaru is too small; cages are purchased pre-manufactured for the vehicle.

Note

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FINANCE

- 7a) A-87 Budget Amendments - Approved budget amendments to reflect changes discussed in the A-87, County Cost Plan workshop that was conducted during the Sept. 10, 2013 board meeting.
- M13-224** **Action:** Adopt the budget amendments as presented in the staff report to reflect changes discussed in the A-87 County Cost Plan Workshop that was conducted during the September 10, 2013, board meeting.
Stump moved; Fesko seconded
Vote: 5 Yes; 0 No

COUNTY ADMINISTRATIVE OFFICE

- 8a) Letter to Congressman Cook Re Clean Continuing Resolution - Letter to Congressman Cook regarding support for a "Clean Continuing Resolution" to end the Federal Government shutdown immediately, without addressing current Affordable Care Act implementation concerns.
- M13-225** **Action:** Approve and authorize the Board Chair's signature on the proposed letter to Congressman Cook, as modified, regarding support for a "Clean Continuing Resolution" to end the Federal Government shutdown immediately.
Fesko moved; Johnston seconded
Vote: 5 Yes; 0 No
Board Comments
- Supervisor Fesko: There are more issues than just the government shut down, such as the debt ceiling. Not sure the letter addresses all the issues, but can support it as proposed.
 - Supervisor Stump: Would like language added requesting that all parties act like adults. However, he can support the letter as proposed.
 - Supervisor Hunt: the concept of the letter is to get government moving again so immediate economic issues are dealt with. Visitors to the area are very disappointed about park closures.
 - Supervisor Alpers: Supports the letter as is but would like to include language about fiscal restraint.
 - Supervisor Johnston: The County's economic well-being is based on tourism and most local land is federal. Concurred with Stump's comments.

Jim Leddy, CAO: Will add language about fiscal responsibility and showing responsibility for federal resources.

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

Note

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

CLERK OF THE BOARD

- 9a) Helene T. Frakes Letter Regarding Bodie Road - Correspondence dated 9/16/13 from Helene T. Frakes of Bridgeport, CA regarding the deplorable condition of State Highway 270 (Bodie Road) and requesting the county work with local and State officials to get the road into decent condition.

Board Comments

- Supervisor Fesko: Has had past meetings with the ranger about paving the last two miles of Bodie Road. This is an important issue for the local communities since Bodie draws a lot of visitors. Negative experiences will spread by word of mouth.
- Supervisor Johnston: The state has not maintained the road properly. An adequate gravel road should be sufficient if properly maintained. The County shouldn't absolve the state of its responsibility.

Staff Comments

- Jeff Walters, Public Works: CalTrans only maintains the paved portion of the road. The state will maintain the entire road if it is brought up to CalTrans' paved standards. Briefly reviewed historical points about the road.
- Jim Leddy, CAO: Walters is organizing a meeting with various agencies to discuss the issue; will provide the Board with potential options.

Supervisor Stump: Asked staff to provide Frakes with an update.

ECONOMIC DEVELOPMENT

- 10a) Mono County Fisheries Request for Funding Assistance for Agriculture Well on Conway Ranch (Steve Marti / Dan Lyster) - The Mono County Fisheries Commission (MCFC) is requesting approximately \$16,000.00 to augment a commitment of \$14,084.34 from the MCFC (see attached letter from the MCFC) for the purpose of drilling an agriculture well on Conway Ranch.

Action: Pulled

- Steve Marti, Chairman of the Fisheries Commission: Requested to pull this item. The Fisheries Commission recently learned that there is an issue with the electrical panel that would be required to accommodate a well. They can't move forward until this issue is resolved.

BOARD OF SUPERVISORS

- 11a) Mono County Fisheries Commission Appointments (Supervisors) - The Mono County Fisheries Commission currently has four (4) vacancies. The terms of office for these volunteer positions will commence upon appointment and expire on April 1, 2017. The vacancies must be filled by a Mono County resident with an interest or background in fishing and wildlife. This vacancy was properly listed in the newspaper and a total of five (5) applications have been received for consideration of these appointments.

No Motion **Action:** Postpone action; direct Staff to agendize a discussion for preferably November 5th or 12th regarding the Fisheries Commission.

Note

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Staff Comments

- Dan Lyster, Economic Development: One applicant withdrew (Petersen) due to scheduling conflicts; this leaves four commissioners up for reappointment. A notice calling for applications was advertised in the paper for several weeks. The current Commission has been functioning since April 2013.

Board Comments

- Supervisor Fesko: There is sufficient representation from North County.
- Supervisor Alpers: Suggested having a representative from Eastern Sierra Fishing Coalition attend the meetings. He would like more South County representation. Supports the reappointments since continuity is important.
- Supervisor Hunt: People who are currently serving are not helping with the progress of Conway Ranch. He is also dismayed by the current contractor who has filed a lawsuit against the County; some members of the Fisheries Commission have been in court supporting the lawsuit. He will not support appointments until more applications are solicited and the Board discusses the need for the Fisheries Commission. Prior to the Fisheries Commission the County had a Fish and Game Advisory Board that adequately advised the Board; this was a broad group interested in Eastern Sierra issues. He can support reappointment of Jones and Mueller but suggested re-advertising for the other two seats.
 - Fesko: Regarding the lawsuit, the Fisheries Commission is not to blame and actions have been taken out of context. However, the Board does need to review the mission and determine if it is clear; it seems to be vague pertaining to Conway Ranch. Believes all seven commissioners have the County's best interest in mind.
- Supervisor Stump: Supports delaying the appointments, but the Board could appoint a minimum of one person in order to establish a quorum. Concerned that membership is heavily weighted on the north end of the County; would like to see if others are interested. The Commission can continue to function if the Board takes no action today.
- Supervisor Johnston: Agreed with Stump about needing representation from South County. Concerned about people choosing sides in the lawsuit. The scope of the Commission needs to be broadened in order to address other issues, such as sage grouse.
 - Alpers: Suggested foregoing any appointments until after a broader discussion so the Board can ensure that the Commission is serving the bigger scope of issues.

SHERIFF CORONER

- 12a) Overtime Cost Discussion (Sheriff Ralph Obenberger) - Presentation by Sheriff Obenberger regarding overtime cost discussion and the possibility of hiring more full time staff and/or reserve deputies in a possible cost saving measure (as requested by the Board of Supervisors).

Action: None.

Staff Comments

Sheriff Obenberger reviewed information pertaining to overtime in the Sheriff's Department:

- Department receives multiple grants that contain conditions. Would need to eliminate grant participation in order to reduce overtime in those functions. There would be a savings of \$130,000 in overtime, but would lose more funding than they would save. Overtime cost is covered by grant funding.

Note

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- Certain functions require overtime due to lack of manpower.
- Reviewed overtime costs amongst various public safety agencies. If the Sheriff removes grants from the budget, the percentage of overtime is in line with other agencies.
- Could hire more staff, but it is cheaper to pay overtime than fund a position with benefits.
- No one has applied for the reserve positions. These positions can help save money if a person is trained at a level 1; levels 2 and 3 require supervision of a deputy. This option is viable for bigger departments or those confined in a smaller area.
- Won't find deputy sheriffs that will work part time.
- Reviewed how staff members are assigned, and current practices and scheduling policies that help reduce overtime.
- Reviewed funding status of various grants.

Board Comments

- Supervisor Johnston: The State Controller has ranked Mono County as 9th highest paid based on total compensation; wants to find out why this is. During budget discussions, Johnston reviewed departments paying overtime and the Sheriff's Department is the highest. He wants to reduce overtime by having an adequate number of staff. Reviewed aspects of the Grand Jury Report pertaining to the Sheriff's Department, and the needs and recommendations stated therein. Believes additional staff would reduce overtime and provide a higher level of service.
- Supervisor Stump: Asked if new staff could be funded with grant money. Stump talked about a possible hiring scenario.
 - Obenberger: Would need to review grant restrictions.
- Supervisor Fesko: Not concerned with overtime as long as the department has policies that help reduce it.
- Supervisor Hunt: Supports the Sheriff's efforts and the Department's need for flexibility. Would like regular reviews at budget times.

INFORMATION TECHNOLOGY

- 13a) Digital 395 Status Update (Michael Ort) - Provide an update on the status of Digital 395.

Action: None - Informational only.

Michael Ort, Praxis: Provided written information and maps, and reviewed the following:

- Outstanding work remaining.
- Locations of active service.
- Last mile services.
- Reviewed location of anchor hookups.
- Status of June Lake, Marine Corps base, and Walker.
- Goal is to complete Mono County as quickly as possible.
- Working on Benton, Benton Tribe, parts of Highway 120, and a section north of Mono Lake.
- Working with the PUC on funding issues and resolution of some problems.
- The PUC is reviewing environmental issues in Round Valley.
- Waiting for federal government to reopen so some issues can be resolved. All documentation associated with these issues has already been submitted.
- Working with Cal Tech and Office of Emergency Services on connecting earthquake sensors in the area.
- Reviewed work occurring south of Mono County.

Note

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- Plan to have system mostly operational by Halloween, with project closure by the end of November.
- Reviewed amount of money spent on environmental reviews and mitigation efforts to avoid desert tortoises.
- Some of the expense in June Lake is due to drilling through granite.
- Work began in Mono County because of the County's financial support, and the last splice will be in Mono County. Hoping to have a dedication ceremony at the dam where the work began.

Supervisor Stump recognized the efforts of past Supervisor Hap Hazard.

COUNTY ADMINISTRATIVE OFFICE

Additional Departments: County Counsel, Probation, Public Health

14a) Mono County Grand Jury Response (Jim Leddy, Marshall Rudolph) - Draft 2012-2013 Mono County Grand Jury Response.

M13-226 **Action:** Authorize Chair to sign letter and direct staff to submit the County's response to the 2012-2013 Mono County Grand Jury Report.

Johnston moved; Alpers seconded

Vote: 5 Yes; 0 No

Staff Comments

- Jim Leddy, CAO: The County has an obligation to review the report and provide a response, which is due by November 6th. Before the Board today is a draft response. The Grand Jury Report was beneficial in better understanding areas to be addressed by the CAO and HR departments.

Board Comments

- Supervisor Fesko: Pointed out that all Grand Jury members but one were from Mammoth Lakes. It needs to be stated that there should be participation from all communities.
 - Leddy: People apply to serve and the court reviews the applications; the Grand Jury requires a big time commitment. However, he agrees with the need for broader representation.
 - Marshall Rudolph, County Counsel: The presiding judge makes appointments and has commented that it is difficult to find people. The court wants suggestions about prospective members. He encouraged all Supervisors to pass along names to the presiding judge.

CLERK OF THE BOARD

15a) CSAC Appointments for 2013-2014 - Selection from the Board of Supervisors of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2014.

M13-227 **Action:** Elect Supervisor Johnston to serve on the CSAC Board of Directors for the 2014 Association year beginning November 19, 2013; elect Supervisor Fesko to serve as the alternate member.

Alpers moved; Stump seconded

Vote: 5 Yes; 0 No

Note

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Supervisor Johnston is the current appointee, and is willing to continue serving. Johnston is planning to attend the CSAC meeting. Fesko volunteered to serve as alternate.

Side Note

- Supervisor Stump: The Governor is planning to take time to visit the state so we should invite him to visit Mono County.
- Supervisor Hunt asked CAO Leddy to prepare a letter for the Chair's signature.

COUNTY ADMINISTRATIVE OFFICE

- 16a) Special Recognition Event (Jim Leddy) - Supervisor Larry Johnston asked for this item to be added to the agenda for discussion. The concept is to put on a special event to recognize citizens who serve on Board of Supervisors appointed committees or commissions. No taxpayer funds would be utilized, as tickets for this event would be paid for by those invited to attend.

No Motion

Action: Direct staff to solicit feedback in order to determine the level of interest in this type of event.

Supervisor Johnston: The concept is to recognize the approximately 155 appointees working on behalf of the County on boards and commissions. This would be a formal event in December to thank those people and create an opportunity for them to meet each other. People would purchase a ticket to attend, so no public funds would be involved. It is unknown how many people would come; also, staff members who work with boards and commissions may want to attend. Johnston envisions holding this initial event at a centralized location such as Lee Vining Community Center.

Jim Leddy, CAO, provided the following information:

- Based on attendance of 100 people, the approximate cost of the ticket would be between \$41-56 per person.
- Attendance of more than 100 people would require a bigger venue in Mammoth.
- His office can send an email to potential invitees to determine the interest level; staff could also review the interest level prior to finalizing arrangements.
- No public funds would be expended on this event other than staff time required to organize it.

The Supervisors and CAO discussed the concept and other options for recognizing people's service:

- Many people do not like "black-tie" affairs.
- There should be some sense of the interest level before taking time to plan the event.
- The price could eliminate some people.
- Certain elements, such as live music, could be eliminated in order to reduce the cost.
- Holding an event in Mammoth would make it difficult for people from North County to attend due to the commute—especially if they encounter winter driving conditions.
- Consider a spring-time event to eliminate winter driving.
- The Board should recognize people without the obligation of their attendance at an event.
- The Board could hold a special meeting in the various communities to recognize people.
- The Board could send a personalized thank-you in addition to hosting an event.
- There is a potential negative political implication in holding this event.
- The CAO can take a poll amongst the commissioners for their reaction to this type of recognition.

Note

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OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

MOVE INTO CLOSED SESSION UPON COMPLETION OF THE REGULAR MORNING AGENDA. REGULAR SESSION WILL COMMENCE AT 2:00 P.M.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

PUBLIC WORKS - ENGINEERING DIVISION

17a) Road Rehabilitation Project Priorities for the 2014 State Transportation Improvement Program (STIP) (Garrett Higerd) - The 2014 STIP presents an opportunity for new road rehabilitation projects to be programmed for completion in the next five years.

No Motion **Action:** Board consensus on the priorities as outlined by Higerd in the staff report.

Garrett Higerd, Public Works: Discussed both Items #17a and #17b since they are closely related. Reviewed the STIP process:

- STIP is on a 5-year cycle for road rehab projects and is reviewed in every even year.
- Today's agenda item reviews potential projects for the next 5 years.
- Mono County will receive approximately \$6.3 million.
- Reviewed the strategy of putting some STIP shares toward MOU projects, which are projects funded jointly with other counties that also benefit Mono County. Outlined the amount of funding to be used for MOU projects.
- Referred to Appendix A in the agenda packet which is a list of on-going projects; reviewed the proposal for prioritizing 2014 STIP projects.
- Can use STIP funds for the match needed for the Convict Lake Road project.
- At this point funding amounts for projects are in flux.
- Would like consensus from the Board about priorities so staff can move forward and develop the projects.
- New money will be available in 2017-18.
- The project priorities list will be presented to the LTC at the meeting this week.
- The Rock Creek Road project is out to bid. Construction will begin next summer; this will be a two-summer construction project so events and access to camping will be impacted.
- Higerd will be talking at RPAC meetings in Lee Vining and Bridgeport about airport layout plans. He will also attend a meeting in Chalfant next week to discuss road projects.

Board and Staff Discussion

- Board agreed with the priorities outlined by Higerd in the staff report.
- Higerd and Gerry LeFrancois, Community Development, answered questions:
 - STIP funds are split based on need, and not a set formula.
 - The LTC has been discussing the idea of including Mammoth Lakes' roads in the Program Management System, and seems to be open to the idea.
 - The County is committed to preventative maintenance, so projects are in the

Note

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- two-year cycle.
- Regarding the Convict Lake project, STIP funding can be used for environmental and engineering work. Conceivably the 2012 STIP plan could be amended to allow funding to be used for planning the Convict Lake project, and 2012 funds replaced with 2014 STIP funding. Local funding used for the pre-construction work may not be reimbursed.
- Planning for Airport Road will happen in the next couple of years, and will probably require a NEPA study.
- Regarding the Rock Creek project, staff needs to notify businesses in advance of construction so they can plan.
- MOUs have allowed leveraging of funding and completion of projects; the state is pleased that Mono County participates in this program.
- LTC can work with the Town to leverage funds.
- It is unique for small counties to have a pavement management system.

17b) Convict Lake Road Rehabilitation Project – Update on Scoping Process for Federal Lands Access Program (FLAP) Grant Funding (Garrett Higerd) - The proposed project would rehabilitate approximately 2.7 miles of Convict Lake Road and add an up-hill bicycle climbing lane.

Action: None.

Garrett Higerd, Public Works, discussed this project in Item #17a, and added the following information:

- The FHWA would like to construct this project in the year 2017.
- State money will be leveraged to get federal funding.
- The state has been supportive of these types of projects.

FINANCE

18a) Request for TOT Relief Due to Effects of Rim Fire (Leslie Chapman) - Request by Yosemite Gateway Motel that the County allow it and other motel operators to pay 3rd and 4th quarters of 2013 Transient Occupancy Tax over a period of time in payments -- charging interest only and waiving penalties for late payments. The request is based on economic effects of the Rim Fire and associated closures of Tioga Pass. Staff will provide an overview of the County's TOT ordinance, processing procedures, and other information relevant to the request.

No Motion

Action: Board consensus that the Traynors should follow the current appeal process outlined in County Code section 3.28.140, using their letter dated September 24, 2013, as the appeal request. Direct staff to bring back an ordinance amendment that addresses an appeal process for victims of natural disasters.

Supervisor Hunt recused himself since he is a relative of the Traynors. Hunt left the dais and Vice Chair Johnston conducted the meeting.

Note

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Staff Comments

- Leslie Chapman, Finance Director, presented the following information:
 - The Traynor's letter was on last week's agenda as correspondence, and the Board requested that this item be agendized for discussion.
 - Reviewed the TOT ordinance. The 12% occupancy tax is added on every nightly rental and remitted quarterly to the County.
 - Due to circumstances created by the Rim Fire, the Traynors would like to make payments on their 3rd and 4th quarter TOT without paying penalties.
 - Approving this request would set a precedent, and would be akin to approving a loan to private citizens.
 - The Board needs to consider the implications of approving this request because there are many operators that may want to take advantage of this opportunity.
 - For the County, the 4th quarter TOT comes at a time when cash is needed.
 - Chapman expressed her concern about the overall impact of the Rim Fire on County TOT.

Board and Staff Discussion

- Chapman, and Marshall Rudolph, County Counsel, answered questions:
 - Administering loans would increase the Finance Department's work, but Chapman is more concerned about cash flows.
 - Public findings to justify waivers may be different for various communities.
 - Relief needs to come at the point when an operator makes a formal appeal. Chapman can support giving relief but it needs to be done fairly; she can't support a loan program.
 - Chapman supports a code revision, but in the meantime people can use the current appeal process.
 - The current ordinance outlines a formal appeal process and the Board's authority; only the Board can waive penalties. The Board would have to find good cause and then could provide for a payment plan.
 - Typically appeals are filed as a result of an audit.
 - The tax is imposed on the transient renter, not the operator. The operator's duty is to collect the tax and pass it through to the County. The Tax Collector can only waive miscalculated or erroneous penalties.
 - There is a legal way to grant relief if the Board finds a public purpose. The Board can let the appeal mechanism in the ordinance work, but it may not be obvious to the general public that this appeal process is available for this type of hardship. The Board may want to consider how to limit and define the process under these circumstances; there is no legal obligation to inform the public about this process.
 - The Board could amend the ordinance to add language about disasters and hardships.
- Rose Glazier, Tax Collector, outlined the process of filing an appeal. When an appeal letter is filed, the date of tax payment is postponed and penalties and interest are frozen pending the Board's decision. The appeal section of the Code was added to allow for an appeal of an audit.
- The Traynors are not currently out of compliance since TOT is not yet due.
- Mono County taxpayers should receive help under these types of conditions. It is a dire circumstance when the SBA is willing to provide assistance with an emergency loan.
- The Traynor's request really isn't a loan but a postponement of a payment without penalty; interest will be paid. The County doesn't lose anything in the long run.
- Supervisor Fesko distributed copies of a list of responses from motel owners in his district; he read some of the responses that ranged from not supportive to agreeing with

Note

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some compromise. His business collects TOT and sales tax, and he sets the money aside for payment when it is due.

- Closing of Tioga Pass impacts the entire Eastside.
- Concern was expressed about setting a precedent that will impact the County's cash flow.
- Section 3.28.140 of County Code allows the Board to waive tax, penalty and interest on a case-by-case review. The appeal process is in place and is limited to whoever wants to come before the Board.
- There should be a policy that would allow the Board to declare a disaster or emergency in order to help businesses address these types of situations.
- Board members talked about the merits of a formalized process specifically to address disasters versus taking appeals on a case-by-case basis as is now the practice under the current ordinance.

Tim and Kim Traynor: They have always paid their taxes and intend to do so, but they would like the Board to waive penalties for late payments; this action would provide short-term relief and allow extra time to make the payments. Along with a variety of actions, they have applied for an SBA loan, but that process could take months. Their TOT is in a reserve fund, but their operating funds have been used due to the circumstances caused by the Rim Fire and they need to make it through the winter. The Eastside communities depend on traffic to and from Yosemite, so there was a public impact because of the fire. Due to an audit several years ago, they were aware of the current appeal process, but in this current situation they wanted to be proactive rather than wait until taxes are late.

At the conclusion of this agenda item, Supervisor Hunt rejoined the Board at the dais.

ADJOURN: 3:46 p.m.

ATTEST:

BYNG HUNT
CHAIR

LYNDA ROBERTS
CLERK OF THE BOARD

§§§§§

Note

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Reappointment of Members to the Assessment Appeals Board	

AGENDA DESCRIPTION:

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

Reappointment of three existing Assessment Appeals Board members: Rose Murray, Paul Oster and John Gallagher. Rose Murray's term will expire in October of 2015 as her term originally expired in 2012 and inadvertently did not get renewed. Paul Oster and John Gallagher's terms will expire in October of 2016.

RECOMMENDED ACTION:

Approve reappointment of Rose Murray, Paul Oster and John Gallagher (alternate member) to the Mono County Assessment Appeals Board.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[AAB Reappt Staff Rpt](#)

History

Time	Who	Approval
10/18/2013 3:32 PM	County Administrative Office	Yes
10/24/2013 3:37 PM	County Counsel	Yes
10/18/2013 1:24 PM	Finance	Yes



Larry Johnston □ District One Fred Stump □ District Two Tim Alpers □ District Three
Tim Fesko □ District Four Byng Hunt □ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts, Clerk of the Board

To: Honorable Board of Supervisors

From: Shannon Kendall, Sr. Deputy Clerk of the Assessment Appeals Board

Date: November 5, 2013

Subject:

Reappointment of three Assessment Appeals Board Members: Rose Murray, Paul Oster and John Gallagher.

Recommendation:

Approve reappointment of Rose Murray, Paul Oster and John Gallagher (alternate member) to the Assessment Appeals Board.

Discussion:

Both Rose Murray and Paul Oster have been members of the Appeals Board for many years; John Gallagher was appointed three years ago as the Alternate Board Member for the Assessment Appeals Board. All three individuals are extremely capable members and are willing to serve another three-year term. There is not a limit on the number of terms a person may serve.

Rose Murray's term actually expired in 2012 and, unfortunately, renewal of her term slipped through the cracks. Ms. Murray's new term will expire on October 14, 2015. Mr. Oster's and Mr. Gallagher's new terms will expire October 14, 2016.

Per Mono County Code, section 3.52.040(C), the Board of Supervisors shall appoint members of the Assessment Appeals Board upon the expiration of any term or the occurrence of a vacancy.

Fiscal Impact:

None.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	First Amendment of Caltrans MOU	

AGENDA DESCRIPTION:

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

Proposed First Amendment of the Conway Ranch MOU with Caltrans. Said document would extend the deadline for implementation of all MOU provisions until April 1, 2014.

RECOMMENDED ACTION:

Approve County entry into proposed First Amendment of the Conway Ranch MOU and authorize the Board chair to sign said First Amendment on behalf of the County.

FISCAL IMPACT:

None.

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: (760) 924-1707 / mrudolph@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Conway Ranch MOU staff report](#)
- [First Amendment to Conway Ranch MOU](#)
- [Conway MOU](#)

History

Time	Who	Approval
10/29/2013 2:21 PM	County Administrative Office	Yes
10/24/2013 3:36 PM	County Counsel	Yes
10/23/2013 4:38 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo
Christian Milovich

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

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

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: November 5, 2013

RE: First Amendment of Conway Ranch MOU with Caltrans

Recommendation:

Approve County entry into proposed First Amendment of Conway Ranch MOU with Caltrans and authorize the Board chair to sign said First Amendment on behalf of the County.

Fiscal/Mandates Impact:

None.

Discussion:

In May of this year, the County entered into a Memorandum of Understanding (MOU) with Caltrans relating to the Conway Ranch. A copy of the MOU is enclosed for reference. The MOU provided a 180-day deadline for implementation of all MOU provisions. Although substantial progress has been made toward such implementation, it will not be possible to complete all of the implementation tasks before the original MOU deadline. Caltrans understands the situation and is willing to extend the deadline until April 1, 2014, which should be sufficient. The proposed First Amendment to the MOU would effectuate that extension.

Please contact me at (760) 924-1707 if you have any questions or comments.

Encl.

FIRST AMENDMENT OF THE CONWAY RANCH MOU

THIS FIRST AMENDMENT OF the Conway Ranch Memorandum of Understanding (FIRST AMENDMENT) is ENTERED INTO as of November 5, 2013, between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the COUNTY OF MONO, a political subdivision of the State of California, referred to herein as "COUNTY". The State and County are sometimes referred to herein as "the parties."

RECITALS

1. The parties hereto entered into a Memorandum of Understanding (MOU) on May 20, 2013 defining the terms and conditions regarding the Conway and Mattly Ranches.
2. Implementation of the provisions of the MOU will not be completed prior to the original deadline of 180 days from date of execution as stated in the MOU (i.e., November 16, 2013).
3. The parties wish to extend that deadline until April 1, 2014, through this first amendment and to reaffirm their rights, liabilities and obligations assumed under MOU.

IT IS THEREFORE MUTUALLY AGREED

1. The second sentence of the last paragraph of the Roles and Responsibilities section of the MOU (on page 3) is amended in its entirety to read as follows:

"The parties have until April 1, 2014, to implement all provisions of this MOU upon execution."
2. All other terms and conditions of MOU not hereby amended remain in full force and effect and are herein incorporated by reference and reaffirmed by the PARTIES.

EXECUTION

The parties have executed and entered into this First Amendment through their authorized representatives whose signatures are below.

Mono County

By: Byng Hunt, Chair
Board of Supervisors
Dated: _____

Approved as to form:

Marshall Rudolph, County Counsel

California Department of Transportation

THOMAS P. HALLENBECK
District 9 Director
Dated: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND
MONO COUNTY**

This Memorandum of Understanding (MOU) is entered into, by, and between the California Department of Transportation (Caltrans) and the County of Mono, a political subdivision of the State of California (sometimes referred to herein as "Mono County" or "the County").

RECITALS

Caltrans and Mono County wish to address land management and fish rearing issues at Conway and Mattly Ranches located in the County (and also described as including APNs 019-100-008, 019-100-019, 019-100-020, 019-110-016, 019-110-018, 011-200-010, 011-200-009, 011-280-021 and lots within the Conway Ranch subdivision also known as lots A, B, 5 through 14, inclusive, 17 through 21 inclusive and lots 24 through 108, inclusive, in tract number 34-13, in book 9, pages 53 to 53H, inclusive, of maps in the office of the County of Mono Recorder). Mono County purchased the Conway and Mattly Ranches (sometimes referred to collectively herein as "Conway Ranch" or "the property") in part using grants from Caltrans that identify certain restrictions and allowable uses of the land, some of which are set forth in an *Agreement Declaring Restrictive Covenants* that was recorded against a portion of the Conway Ranch property.

Through discussions with Mono County, it has become apparent that the restrictions imposed by the grants received by Mono County for the purchase of the property do not allow for full realization of the potential and needs of the fish rearing operation.

The current fish rearing facility located on Conway Ranch falls within a 185 acre area that was purchased with Environmental Enhancement and Mitigation Program (EEMP) Cycle 7 funding. The County's acceptance of the grant funds for use in purchase of the ranches came with certain resource protections and restrictions.

To help the County in realizing both the economic and tourist based fish rearing potential the ranches offer and to address land management concerns, Caltrans proposes to allow for repayment of a portion of the EEMP Cycle 7 grant received by Mono County, thereby removing approximately 75 acres of the Conway Ranch from the delineated grant area and freeing current restrictions imposed by the grant (see Exhibit A).

ROLES AND RESPONSIBILITIES

As a condition of approval by Caltrans for the removal of 75 acres from the grant restrictions and as agreed to by both parties, Mono County will grant a conservation easement for the remaining portions of both the Conway and Mattly Ranches to the Eastern Sierra Land Trust (see Exhibit A). For purposes of satisfying this condition, Mono County is only required to include in the *Conservation Easement* provisions reiterating and potentially clarifying the existing restrictions and requirements of the Caltrans-administered grants that will still be applicable to various

portions of the property (outside of the 75 acres) and the Eastern Sierra Land Trust will only be responsible for ensuring that future uses and management of the property are consistent with those existing restrictions and requirements.

The County will retain all of its current authority and control over the property (including its water rights). It is understood that the *Conservation Easement* will not confer on the Eastern Sierra Land Trust any authority to manage any portion of the Conway Ranch property nor to direct or compel the County or any third party to engage in any activity on the property (except to remedy violations of easement restrictions and requirements), nor to permit any third party to enter or occupy the property or to perform any activity there without County consent, in accordance with the *Conservation Easement*.

Caltrans understands that Mono County will be required to provide notice and/or seek approval of the *Conservation Easement* from one or more of the other agencies or entities who provided grant funding for the County's purchase of Conway Ranch property portions (e.g., the California Department of Parks and Recreation and the National Fish & Wildlife Foundation). If any such agency or entity objects to the *Conservation Easement*, then the parties shall meet and confer in an effort to resolve the situation, and neither party shall be deemed in breach of this MOU. If the parties are unable to satisfactorily resolve the situation, then either party may rescind this MOU. Caltrans also understands that one or more of the other agencies or entities who provided grant funding may wish for the County to incorporate into the *Conservation Easement* provisions reiterating and potentially clarifying the restrictions and requirements imposed by their respective grants, and Caltrans hereby consents to the County's inclusion of such provisions.

The cost of repayment for the 75 acres of the Conway Ranch that includes the fish rearing portion is \$95,800. The sum will not be due and payable unless and until Caltrans has approved the terms of the *Conservation Easement* as described below. The County will provide said payment by check payable to "the State of California Department of Transportation" and delivered in person or by mail to:

State of California
Department of Transportation
Cashiering Office - MS 58
P.O. Box 168019
Sacramento, CA 95816-8019

no later than 30 days after Caltrans has notified the County of its approval of the terms of the proposed *Conservation Easement*.

Caltrans will fund half of the cost of the Stewardship Fund to the Eastern Sierra Land Trust, which is not to exceed \$17,500, and will be payable directly to ESLT from Mono County from the \$95,800 due to Caltrans, thereby reducing the amount payable to Caltrans to \$78,300. Mono County is responsible for the remainder (also not to exceed \$17,500). It is understood that the cost of the Stewardship Fund is a one-time expense and that neither Mono County nor Caltrans will be obligated to fund any ongoing or future costs to the Eastern Sierra Land Trust related to the purposes of the Stewardship Fund. Funding of the Stewardship Fund shall occur within 30 days after recording of the *Conservation Easement*.

The existing *Agreement Declaring Restrictive Covenants* will be amended to change the legal description of the real property encumbered by said agreement (in order to exclude the subject 75-acre portion). Said amendment will be recorded against the affected portion of the Property either on the same day or prior to the recording of the *Conservation Easement*.

Caltrans must approve the *Conservation Easement* prior to amending the *Agreement Declaring Restrictive Covenants*. In the event that Caltrans and the County are unable to mutually agree to all of the terms of the *Conservation Easement*, despite their best efforts, then either party may rescind this MOU. In that event, neither party shall have any rights or obligations under this MOU.

Provided the County fulfills its obligations under this MOU, Caltrans agrees to withdraw its notice of noncompliance (and associated letters) and demand for repayment to Mono County for the Conway Ranch. In other words, Caltrans agrees that any issues or allegations that Caltrans actually raised or could have raised regarding the County's compliance with any Caltrans-administered grants applicable to Conway Ranch prior to the parties' entry into this MOU are hereby fully resolved and shall not form the basis of any future allegations or notices of noncompliance by Caltrans nor by any person or entity ostensibly acting on its behalf (e.g., the Eastern Sierra Land Trust).

This MOU becomes effective when fully executed by all parties. The parties have 180 days to implement all provisions of this MOU upon execution. The parties may separately agree to use the services of a third party or escrow to facilitate and coordinate any of the foregoing details of this transaction. This MOU can be terminated, modified, or amended by mutual written consent of all parties. This MOU does not replace or modify any other preexisting MOU between any or all parties. Likewise, future MOUs may be entered into between any or all of the parties notwithstanding this MOU.

EXECUTION

The parties have executed and entered into this MOU through their authorized representatives whose signatures are below.

Mono County



By: Byng Hunt, Chair
Board of Supervisors

Dated: 5-14-13

Approved as to form:



Marshall Rudolph, County Counsel

California Department of Transportation



THOMAS P. HALLENBECK
District 9 Director

Dated: 5/20/13



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	LEA Independent Hearing Panel	

AGENDA DESCRIPTION:

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

Mono County Environmental Health, acting as the Mono County Local Enforcement Agency (LEA), is required to have in place an Independent Hearing Panel (IHP) that can convene to hear and resolve disputes regarding enforcement actions carried out by the LEA. Individuals affected by an enforcement action could request a hearing from the IHP. Terms of IHP members are four years and may only hold the position for two consecutive terms. Due to this term limit, two current IHP members must be replaced this next cycle.

RECOMMENDED ACTION:

Board of Supervisors approve the IHP members for the next four year cycle: specifically, Supervisor Johnston, Lisa Isaacs, and Brian Robinette as regular panel members, and Supervisor Stump, Tom Platz, and Steven McCabe as alternate panel members. All terms will expire on November 3, 2017.

FISCAL IMPACT:

No fiscal impact.

CONTACT NAME: Louis Molina

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

History

Time	Who	Approval
10/29/2013 2:24 PM	County Administrative Office	Yes
10/30/2013 10:44 AM	County Counsel	Yes
10/23/2013 4:41 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Environmental Health

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

October 20, 2013

To: Honorable Board of Supervisors

From: Louis Molina, Environmental Health Director

Subject: Local Enforcement Agency (LEA) Independent Hearing Panel

Recommended Action: Approve the Independent Hearing Panel members and term dates listed in the following table.

Mono County Solid Waste Independent Hearing Panel

Name of Appointee	Date of Appointment	Date Term Expires
Supervisor Hunt	11/3/2011	11/3/2013
Ron Cohen	11/3/2011	11/3/2013
Brian Robinette	11/3/2011	11/3/2013
Supervisor Johnston	11/3/2013	11/3/2017
Lisa Isaacs	11/3/2013	11/3/2017
Brian Robinette	11/3/2013	11/3/2017

Alternate Panel Members:

Supervisor Fred Stump (governing body representative), Tom Platz (tech. expertise), Steven McCabe (member at large)

Discussion: Mono County Environmental Health, acting as the Mono County Local Enforcement Agency (LEA), is required by Title 14 of the California Code of Regulations, Sections 18060 and 18081(e) (2), and by Sections 44308 through 44310 of the Public Resources Code, to have in place an Independent Hearing Panel (IHP) that can convene to hear and resolve disputes regarding enforcement actions by, and/or permitting requirements of, the LEA imposed on operators of solid waste facilities in Mono County. The IHP was originally formed in 1992 to meet the afore-mentioned state code requirements. To date the panel has never been requested to convene. Members of the IHP are to serve four year terms, but may not serve more than two consecutive terms. Per regulations the three serving IHP members will consist of one member of the Board of Supervisors, one technical expert with knowledge of solid waste management, and one member of the public at large. The prospective panel members listed above have been contacted and have agreed to serve on the Independent Hearing Panel.

At the completion of the current term, both Supervisor Byng Hunt and Ron Cohen have served two consecutive terms. It is therefore necessary to update the IHP document to reflect current members and alternates.

Fiscal Impact: None.

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

Submitted by: _____
Louis Molina, Environmental Health Director Date

Reviewed by: _____
Lynda Salcido, Public Health Director Date



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Mono County Children's Medical Services (CMS) Plan Fiscal Year 2012-2013		

AGENDA DESCRIPTION:

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

The Children's Medical Services Plan for Fiscal Year 2012-2013.

RECOMMENDED ACTION:

That the Board of Supervisors approve and authorize Chairman to sign the Mono County Children's Medical Services (CMS) Plan for fiscal year 2012-2013.

FISCAL IMPACT:

These programs are funded with a mix of Federal Title XIX (Medicaid), Federal Title XXI funds, State General Fund, and Social Services Realignment dollars. The funding mix is different for each program, based on factors such as MediCal caseload and staff time studies. The chart below shows the breakdown, by program, of this funding. These figures are included in the 2012-2013 County Budget already approved.

Program	Medi-Cal- (State and Title XIX)	Federal Title XXI	State	Realignment
CHDP	\$ 81,847	0	\$ 98	\$ 9,796
CCS-Admin	\$161,321	\$39,324	\$37,324	\$37,475
HPCFC	\$ 12,279	0		\$ 2,893

These programs provide the funding for 1 FTE Health Program Manager, 1 FTE Community Health Outreach Specialist position, .21 Clerical/Accounting positions and .15 of the Public Health Director position.

CONTACT NAME: Hillary Bayliss, PHN, Health Program Manager

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

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

SEND COPIES TO:
Hillary Bayliss, PHN, Health Program Manager

**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [📄 Staff Report](#)
 - [📄 Certification Forms for Signature](#)
 - [📄 CMS Plan FY 2012-2013](#)
-

History

Time	Who	Approval
10/29/2013 2:22 PM	County Administrative Office	Yes
10/30/2013 10:06 AM	County Counsel	Yes
10/23/2013 4:35 PM	Finance	Yes

DATE: March 20, 2013
TO: Honorable Board of Supervisors
FROM: Lynda Salcido, Public Health Director

SUBJECT: Mono County Children's Medical Services (CMS) Plan
Fiscal Year 2012-2013.

RECOMMENDED ACTION: That the Board of Supervisors approve and authorize Chairman to sign the Mono County Children's Medical Services (CMS) Plan for fiscal year 2012-13.

DISCUSSION: In Mono County, California Children's Services (CCS), California Health and Disability Prevention Program (CHDP) and Health Care Program for Children in Foster Care (HCPCFC) services are provided through the Mono County Health Department. All three programs are integrated within the State Department of Health Care Services under Children's Medical Services (CMS). These programs provide a variety of medical services to eligible children. The Mono County Health Department receives funding to provide administration and case management services in support of these programs.

The CCS Program provides diagnostic and treatment services to financially eligible children with qualifying medical conditions. This program includes medical management; physical and occupational therapy; and case management services to ensure that critically ill children are cared for appropriately. Case management, provided by Mono County Public Health Department CCS staff, includes finding appropriate providers; obtaining authorizations for care, equipment, supplies and medications; assistance scheduling; reviewing medical reports; and acting on recommendations and referrals. Additionally, a Medical Therapy Conference is held twice a year to coordinate medical therapy for children with chronic orthopedic or neuromuscular handicaps to attain each child's optimum physical potential.

The CHDP Program provides periodic, well-child exams for financially eligible children, administered locally by Sierra Park Pediatrics and Day and Night Pediatrics. The program includes well baby care and immunizations; school check-ups; teen health check-ups; dental and vision screening; health and tobacco education; hearing screening; and testing for anemia, blood lead, urine, and TB. CMS staff at Mono County Public Health Department records these exams in a data base; reviews all reports and testing; and makes referrals to appropriate agencies and specialists as needed.

The HCPCFC Program provides medical case management for Mono County children who are placed in Foster Care through CPS or Probation Departments. HCPCFC staff RN at Mono County Public Health Department provides medical case management services to ensure each child's health needs are met until the child returns to his or her family; is emancipated at age 18; or finishes high school.

This plan has been submitted to the State DHCS, who has given preliminary approval. Staff is asking the Board to formally approve the annual plan in order for the state to give final approval. The CMS Plan for FY 2011-2012 was presented to the Board of Supervisors by CMS Staff in February, 2012 and was approved by the Board. There are no substantive changes for FY 2012-2013.

FISCAL IMPACT: These programs are funded with a mix of Federal Title XIX (Medicaid), Federal Title XXI funds, State General Fund, and Social Services Realignment dollars. The funding mix is different for each program, based on factors such as MediCal caseload and staff time studies. The chart below shows the breakdown, by program, of this funding. These figures are included in the 2012-2013 County Budget already approved.

Program	Medi-Cal- (State and Title XIX)	Federal Title XXI	State	Realignment
CHDP	\$ 81,847	0	\$ 98	\$ 9,796
CCS-Admin	\$161,321	\$39,324	\$37,324	\$37,475
HCPCFC	\$ 12,279	0		\$ 2,893

These programs provide the funding for 1 FTE Health Program Manager, 1 FTE Community Health Outreach Specialist position, .21 Clerical/Accounting positions and .15 of the Public Health Director position.

If there any questions regarding this item, please contact Lynda Salcido at 924-1842.

Submitted by:

Lynda Salcido

Public Health Director

Certification Statement - California Children's Services (CCS)

County/City: Mono Fiscal Year: 2012-2013

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

 Dawn Bergersen MPH, RD 11-9-12
Signature of CCS Administrator Date Signed

 Kelli Salvia, PHN 11-9-12
Signature of Director or Health Officer Date Signed

Signature and Title of Other – Optional Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson Date

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: Mono Fiscal Year: 2012-2013

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Diane Bidzler

Signature of CHDP Director

11-9-12

Date Signed

Angela Salcedo

Signature of Director or Health Officer

11-9-12

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

CHILDREN'S MEDICAL SERVICES
PLAN

MONO COUNTY

FISCAL YEAR
2012-2013

Plan and Budget Required Documents Checklist

MODIFIED FY 2012-2013

County/City: _____	MONO	Fiscal Year: 2012-2013
Document		Page Number
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2.	Agency Information Sheet	4-5
3.	Certification Statements	
	A. Certification Statement (CHDP) – Original and one photocopy	6
	B. Certification Statement (CCS) – Original and one photocopy	7
4.	Agency Description	
	A. Brief Narrative	8-9
	B. Organizational Charts for CCS, CHDP, and HCPCFC	Retain locally
	C. CCS Staffing Standards Profile	Retain locally
	D. Incumbent Lists for CCS, CHDP, and HCPCFC	10-12
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised	N/A
	F. Duty Statements – Include if newly established, proposed, or revised	N/A
5.	Implementation of Performance Measures – Performance Measures for FY 2009-10 are due November 30, 2011.	13-22
6.	Data Forms	
	A. CCS Caseload Summary	24
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7.	Memoranda of Understanding and Interagency Agreements List	
	A. MOU/IAA List	27
	B. New, Renewed, or Revised MOU or IAA	28-36
	C. CHDP IAA with DSS biennially	Retain locally
	D. Interdepartmental MOU for HCPCFC biennially	Retain locally
8.	Budgets	
	A. CHDP Administrative Budget (No County/City Match)	
	1. Budget Summary	37

Agency Information Sheet

County/City: Mono

Fiscal Year: 2012-13

Official Agency

Name:	Mono County Health Department	Address:	437 Old Mammoth Rd, Suite Q PO Box 3329
Health Officer	Richard O. Johnson, MD		Mammoth Lakes, CA 93546

CMS Director (if applicable)

Name:	Diann Bitzberger, MPH, RN	Address:	437 Old Mammoth Rd, Suite Q PO Box 3329
Phone:	760-924-1841		Mammoth Lakes, CA 93546
Fax:	760-924-1831	E-Mail:	dbitzberger@mono.ca.gov

CCS Administrator

Name:	Diann Bitzberger, MPH, RN	Address:	437 Old Mammoth Rd, Suite Q PO Box 3329
Phone:	760-924-1841		Mammoth Lakes, CA 93546
Fax:	760-924-1831	E-Mail:	dbitzberger@mono.ca.gov

CHDP Director

Name:	Richard O. Johnson, MD	Address:	437 Old Mammoth Rd, Suite Q PO Box 3329
Phone:	760-924-1830		Mammoth Lakes, CA 93546
Fax:	760-924-1831	E-Mail:	rjohnson@mono.ca.gov

CHDP Deputy Director

Name:	Diann Bitzberger, MPH, RN	Address:	437 Old Mammoth Rd, Suite Q PO Box 3329
Phone:	760-924-1841		Mammoth Lakes, CA 93546
Fax:	760-924-1831	E-Mail:	dbitzberger@mono.ca.gov

Clerk of the Board of Supervisors or City Council

Name:	Lynda Roberts	Address:	PO Box 237
Phone:	760-932-5538		Bridgeport, CA 93517
Fax:	760-932-5531	E-Mail:	lroberts@mono.ca.gov

Director of Social Services Agency

Name:	Julie Tiede	Address:	PO Box 2969
Phone:	760.924.1790		Mammoth Lakes, CA 93546

Fax:	760.924.5431	E-Mail:	jtiede@mono.ca.gov
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Chief Probation Officer

Name:	Tracie Neal	PO Box 237
Phone:	760-932-5576	Bridgeport, CA 93517
Fax:	760-932-5571	E-Mail: tneal@mono.ca.gov

Agency Brief Narrative

Due to the small population size of Mono County, the structure of the CHDP program is the interface between three agencies: Mono County Health and Human Services, Sierra Park Pediatrics Clinic, and Day and Night Pediatrics Office.

In Mono County, the Health Department handles the administrative aspects of CHDP; the Department of Social Services educates and refers their clients to CHDP when appropriate; Day and Night Pediatrics and Sierra Park Pediatrics are the providers. The CHDP Deputy Director works with the Medi-Cal eligibility program manager in Social Services as well as the physicians within the CHDP program. The CHDP Deputy Nurse Director assists in the medical referrals documented on the CHDP exam. The CHDP case worker handles the data input, statistics, and other clerical work.

The CHDP Deputy Director organizes and provides inservices to both Social Services and the CHDP providers for the most accurate and comprehensive care to the CHDP clients and their families. The CHDP Deputy Director holds inservices with the CHDP providers on a regular basis and on an as needed basis. In-services for Social Services are provided on an as needed basis only, however, frequent communication between the Health Department and Social Services provides for impromptu education. CHDP utilizes MEDS to ensure the best collaboration with the Department of Social Services.

The Health Care Program for Children in Foster Care is housed at the Public Health Department. The collaboration between the Health Department and Department of Social Services is for case management purposes to ensure developmental, medical, dental and mental health needs are met. The Foster Care Nurse has monthly meetings with Child Welfare Services to ensure continuity of care. As required, all medical information obtained by the Foster Care Nurse is then entered into CWSCMS for documentation purposes.

In order to best serve our CHDP clients and families, two taskforce coalitions are housed in the CHDP program: Breastfeeding and Oral Health. The Oral Health Taskforce was reinstated in May

2009 and is comprised of numerous local agencies. The Oral Health Taskforce works to reduce the number of childhood caries and increase knowledge on oral health practices by providing prevention strategies throughout Mono County. Activities include: monthly multi-agency meetings; education; topical fluoride varnish; provision of dental health supplies for preschools and in-home day care providers; presence and active participation in local health fairs; annual education campaigns for National Children's Dental Health Month; and a Dental Suite of Services to schools. This type of service to schools includes assessments, topical fluoride varnish and sealants. The Breastfeeding Taskforce was established in August 2010. The primary goal of this Taskforce is to increase the rate of breastfeeding initiation and duration in Mono County. The Taskforce is a multi-agency coalition with monthly meetings. We have developed a widely used Breastfeeding Resource Guide for our county as well as partnered with local businesses to make our community more "breastfeeding friendly".

This past fiscal year the independent practitioner office of Day and Night Pediatrics was added to the CHDP providers for Mono County. Inservice was given by the Acting Deputy Director to office staff to assure accurate information and comprehensive care to children relocating to this provider. In preparation for HCPCFC relocation to Department of Social Services in June 2013, additional on-going monthly meetings are being held, involving key personnel from DSS and Mono County Foster Care, to assure a smooth transition.

Children's Medical Services Plan and Fiscal Guidelines

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Incumbent List - California Children's Services

For FY 2012-13, complete the table below for all personnel listed in the CCS budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: **MCMC** for Medi-Cal Managed Care; **HF** for Healthy Families; **IHO** for In-Home Operations, and; **RC** for Regional Center.

County/City: Mono Fiscal Year: 2012-13

Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
CCS Administrator	Diann Bitzberger, MPH, RN	.10	No	No
MTP Liaison	Diann Bitzberger, MPH, RN	.025	No	No
CCS Case Manager	Diann Bitzberger, MPH, RN	.50	No	No
CCS Case Manager	Hillary Bayliss, PHN	.12	No	No
CCS Case Manager	David Humes, PHN	.10	No	No
CCS Coordinator	Olivia Moreno, CHOS	.70	No	No

Fiscal Administrator	Patricia McGee	.04	No	No
Fiscal Clerical	Nancy Cruz-Garcia	.10	No	No
Clerical/Interpreter	Maria Gonzalez	.10	No	No
Public Health Director	Lynda Salcido	.10	No	No

Children's Medical Services Plan and Fiscal Guidelines

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Incumbent List - Child Health and Disability Prevention Program

For FY 2012-13, complete the table below for all personnel listed in the CHDP budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: **Mono**

Fiscal Year: **2012-13**

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
CHDP Deputy Director	Diann Bitzberger, PHN	.22	.03	.60 CCS .025 MTP .035 HCPCFC .04.FOSTER	No	No
CHDP Case Manager	Diann Bitzberger, PHN	.05		.10 PH	No	No
CHDP Case Manager	Hillary Bayliss, PHN	.02		.12 CCS .76 OTHER	No	No
CHDP Director	Dr. Richard Johnson	.015		.685 OTHER	No	No
CHDP Coordinator	Olivia Moreno	.165	.135	.70 CCS	No	No

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Clerical/Interpreter	Maria Gonzalez	.10		.12 CCS .78 PH & other	No	No
Fiscal Administration	Patricia McGee	.02		.175 CCS .805 PH & other	No	No
Public Health Director	Lynda Salcido	.05		.10 CCS .85 other	No	No

Children's Medical Services Plan and Fiscal Guidelines

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Incumbent List - Health Care Program for Children in Foster Care

For FY 2012-13, complete the table below for all personnel listed in the HCPCFC and CHDP Foster Care Administrative (County/City) budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: **Mono**

Fiscal Year: **2012-13**

Job Title	Incumbent Name	FTE % on HCPCFC Budget	FTE % on FC Admin County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Foster Care PHN	Diann Bitzberger, PHN	.035	.04	.3 CHDP .6 CCS .025 MTP	No	No
Foster Care PHN	Sandra Pearce, PHN	.01	.0	.99 OTHER PH	No	No

CHILDRENS MEDICAL SERVICES

PLAN

FY 2012-2013

MONO COUNTY

IMPLEMENTATION OF

PERFORMANCE

MEASURES

CCS Performance Measure 1 – Medical Home

Children enrolled in the CCS Program will have documented Medical homes/primary care providers. The goal is to have 100% compliance.

Definition: Children in the CCS program will have a designated primary care physician and/or a physician who provides a medical home.

Numerator: The total number of children with a completed field with identification of a primary care physician and/or a physician that provides a medical home.

Denominator: The total number of children in the local CCS county program.

Data Source: Sample of 100 charts or 10% of caseload if caseload under 1,000.

Reporting Form:

Number of children with a primary care physician/ Medical Home (Numerator)	Number of children in the local CCS program (Denominator)	Percentage of compliance
77	79	97%

* Note: If county percentage of compliance is under 80%, counties need to submit with the annual report a plan for how they will work to improve this result.

CCS Performance Measure 2 – Determination of CCS Program Eligibility

Children referred to CCS have their program eligibility determined within the prescribed guidelines per Title 22, California Code of Regulations, Section 42000, and according to CMS Branch policy. Counties will measure the following:

Numerators:

- a. *Medical eligibility within five working days of receipt of all medical documentation necessary to determine whether a CCS-eligible condition exists.*
- b. *Residential eligibility within 30 days of receipt of documentation needed to make the determination.*
- c. *Financial eligibility within 30 days of receipt of documentation make the determination.*

Denominator: *Number of CCS unduplicated new referrals to the CCS program assigned a pending status in the last fiscal year.*

Data Source: *10% of the county CCS cases or 100 cases (which ever number is less).*

Reporting Form:

MEDICAL ELIGIBILITY	<i>Number of referrals determined medically eligible within 5 days (Numerator)</i>		<i>Number of new unduplicated referrals (Denominator)</i>		<i>Percentage of compliance</i>
<i>Medical eligibility determined within 5 days of receipt of all necessary documentation</i>	<i>Data unavailable as we are a dependent county and medical eligibility is determined in SCRO</i>		<u>28</u>		<i>Unavailable</i>
PROGRAM ELIGIBILITY	<i>Number of cases determined eligible within 30 days of receipt of documentation needed to make the determination (Numerator)</i>		<i>Number of new unduplicated referrals (Denominator)</i>		<i>Percentage of compliance</i>
<i>Financial eligibility determined within 30 days</i>	<i>FSMC /HF 18/3</i>	<i>CCS only 7</i>	<i>FSMC /HF 18/3</i>	<i>CCS only 7</i>	100%
<i>Residential eligibility determined within 30 days</i>	28		28		100%

CCS Performance Measure 3 (A & B) – Special Care Center

This Performance Measure is evaluated in two parts.

Part A: Annual Team Report

Definition: This performance measure is based on the CCS requirement for an annual team report for each child enrolled in CCS whose condition requires Special Care Center services and has received an authorization to a Special Care Center. County CCS programs will evaluate this measure by the presence of an annual team conference report in the child's medical file.

Numerator: Number of children that received a Special Care Center authorization and were seen at least annually at the appropriate Special Care Center as evidenced by documentation and completion of the interdisciplinary team report.

Denominator: Number of children enrolled in CCS whose condition as listed in categories defined in Numbered Letter 01-0108 requires CCS Special Care Center services and has received an authorization to a Special Care Center.

Data source: 10% of the county CCS cases authorized to SCC or 100 cases (which ever number is less).

Part B: Referral of a Child to SCC

Definition: This measure is based on the CCS requirement that certain CCS eligible medical conditions require a referral to a CCS Special Care Center for ongoing coordination of services.

Numerator: Number of children in CCS, with medical conditions in the categories as listed in Numbered Letter 01-0108 requiring a Special Care Center Authorization, who actually received an authorization for services.

Denominator: Number of children enrolled in CCS, with medical conditions, requiring Special Care Center Authorizations.

Data source: Counties shall identify and use four or five specific diagnosis categories (cardiac, pulmonary, etc) as listed in the Special Care Center Numbered Letter 01-0108 as it relates to the SCC(s) identified for your client population. The county shall identify one or more diagnostic codes and use the diagnosis codes indicated for the SCC categories selected for this PM.

Reporting Form - Part A:

Category selected (cardiac, pulmonary, etc.)	Number of children with annual team report in client's medical records (Numerator)	Number of children with SCC authorization (Denominator)	Percentage of compliance
All SCG 02 (except NICU admissions, SCG 04, and SCG 06)	5	6	83.2%

Reporting Form - Part B:

Category selected (cardiac, pulmonary etc.)	Number of children with authorization to SCC (Numerator)	Number of children with eligible medical conditions that require an authorization to a SCC (Denominator)	Diagnostic Code Chosen	Percentage of compliance
Cochlear	6	6	250.0	100%
Communication			748.0	
Craniofacial			741.03	
Edocrine				
Spina Bifida				
All SCG 02 (except NICU admissions, SCG 04, and SCG 06)	6	6	All SCG 02 (except NICU admissions, SCG 04, and SCG 06)	100%

* Counties may select four (4) to five (5) specific medical conditions as outlined in the SCC NL to use as the basis for clients that should have a referral to a CCS

CCS Performance Measure 4 – Transition Planning

Definition: Children, 14 years and older who are expected to have chronic health conditions that will extend past the twenty-first birthday will have documentation of a biannual review for long term transition planning to adulthood.

Numerator: Number of CCS charts for clients 14, 16, 18, or 20 years containing the presence of a Transition Planning Checklist completed by CCS program staff within the past 12 months for children aged 14 years and over whom requires long term transition planning.

Denominators:

- a. Number of CCS charts reviewed of clients 14, 16, 18, and 20 years in (10% of children aged 14 and over) whose medical record indicates a condition that requires a transition plan.
- b. Number of MTP charts reviewed of clients 14, 16, 18, and 20 years in (10% of children aged 14 and over) whose medical record indicates a condition that requires a transition plan.

Data Source: Chart Audit, Completion of Transition Planning Checklist.

* Due to caseload numbers in Los Angeles County, LA County should work with the Regional Office to select an appropriate number of clients to be included in their sample size.

Transition Planning Checklist

Transition Documentation	YES	NO	Comments
1. Client has an identified need for long-term transition planning.			
2. Transition planning noted in child's medical record.			
3. Transition planning noted in SCC reports.			
4. Vocational Rehab noted in child's reports.			
5. Adult provider discussed or identified for children 17 years of age or older.			
6. Transition planning noted in SELPA for those children that are in the MTP.			

* Note: Not all of the items in the Checklist will be applicable for each chart review.

Reporting Form:

Number of CCS charts reviewed 18	Number with transition planning 18	Percentage of compliance 100%
Number of MTP charts reviewed 3	Number with transition planning 3	Percentage of compliance 100%

CCS Performance Measure 5 – Family Participation

The degree to which the CCS program demonstrates family participation.

Definition: This measure is evaluated based on **each** of the following four (4) specific criteria that documents family participation in the CCS program. Counties need to indicate the score based on the level of implementation.

Checklist documenting family participation in the CCS program.	Yes	No	Comments
1. Family members are offered an opportunity to provide feedback regarding their satisfaction with the services received through the CCS program by participation in such areas as surveys, group discussions, or individual consultation.	x		Upon completion of all telephone conversations, family is given opportunity to provide feedback regarding satisfaction with CCS services.
2. Family members participate on advisory committees or task forces and are offered training, mentoring and reimbursement when appropriate.		x	No advisory committee or task force exists at this time. Previous survey sent to CCS families revealed only 2 out of 81 responses received were interested and thus no committee was created. Plan is to re-survey in 2013 for formation of a support group.
3. Family members are participants of the CCS Special Care Center services provided to their child through family participation in SCC team meeting and/or transition planning.	x		Family given opportunity to participate in SCC meetings.
4. Family advocates, either as private individuals or as part of an agency advocating family centered care, which have experience with children with special health care needs, are contracted or consultants to the CCS program for their expertise.	x		Family Resource Center/Heart in Hand consultant Toni Doman provides her expertise with children with special health care needs.

Reporting Form:

Criteria	Performing (25% for each criteria)	Not Performing
1.	25%	
2.		0%
3.	25%	
4.	25%	
Total	_____75_____%	

CHILDREN'S MEDICAL SERVICES
PLAN

PART II
DATA FORMS

FISCAL YEAR
2012-2013

California Children's Services Caseload Summary Form

County: Mono

Fiscal Year: 2012-2013

	CCS Caseload 0 to 21 Years	A		B		11-12 Caseload	% of Grand Total
		09-10 Caseload	% of Grand Total	10-11 Caseload	% of Grand Total		
MEDI-CAL							
1	Average of Total Open (Active) Medi- Cal Children	64	48%	55	50%	51	64.5%
2	Potential Case Medi-Cal	7	5%	5	5%	0	0
3	TOTAL MEDI-CAL (Row 1 + Row 2)	71	53%	60	55%	51	64.5%
NON-MEDI-CAL							
HEALTHY FAMILIES							
4	Average of Total Open (Active) Healthy Families	23	17%	23	21%	7	8.9%
5	Potential Cases Healthy Families	3	2%	2	2%	0	0
6	Total Healthy Families (Row 4 + Row 5)	26	19%	25	23%	7	8.9%
STRAIGHT CCS							
7	Average of Total Open (Active) Straight CCS Children	19	14%	17	16%	14	17.7%
8	Potential Cases Straight CCS Children	18	13%	7	6%	7	8.9%
9	Total Straight CCS (Row 7 + Row 8)	37	28%	24	22%	21	26.6%
10	TOTAL NON MEDI- CAL (Row 6 + Row 9)	63	47%	49	45%	28	35.5%
GRAND TOTAL							
11	(Row 3 + Row 10)	134	100%	109	100%	79	100%

CHDP Program Referral Data

Complete this form using the Instructions found on page 4-8 through 4-10.

County/City:	FY 09-10		FY 10-11		FY 11-12	
Basic Informing and CHDP Referrals						
1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	434		380		328	
2. Total number of cases and recipients in "1" requesting CHDP services	Cases	Recipients	Cases	Recipients	Cases	Recipients
a. Number of CalWORKs cases/recipients	74	8	11	20	9	15
b. Number of Foster Care cases/recipients	4	2	2	2	0	0
c. Number of Medi-Cal only cases/recipients	365	184	159	288	73	163
3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:						
a. Medical and/or dental services	118		203		137	
b. Medical and/or dental services with scheduling and/or transportation	0		1		26	

c. Information only (optional)	87	107	50	4. Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter	117	180	130
Results of Assistance							
5. Number of recipients actually provided scheduling and/or transportation assistance by program staff	117	67	46	6. Number of recipients in "S" who actually received medical and/or dental services	116	254	46

CHILDRENS MEDICAL SERVICES
PLAN
FY 2012-2013
MONO COUNTY

MEMORANDA OF UNDERSTANDING
AND
INTERAGENCY AGREEMENTS LIST

Children's Medical Services Plan and Fiscal Guidelines

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IAA) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOU and IAA that are new, have been renewed, or have been revised. For audit purposes, counties and cities should maintain current MOU and IAA on file.

County/City: **Mono**

Fiscal Year: **2012-2013**

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From/To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
CCS MTP/SELPA	IAA	July 2012-2014	7/2/12	Diann Bitzberger, MPH, RN	No
CHDP/DSS	IAA	July 2011-June 2013	Dec 2011	Katie Armstrong, PHN	No
HCPFC/CWS & Probation	MOU	July 2011-June 2013	Dec 2011	Katie Armstrong, PHN	No
CCS/Blue Cross HFI	MOU	Jan 1999	July 2001	Katie Armstrong, PHN	No
CCS/Premier Access HFI	MOU	Jan 1999	July 2001	Katie Armstrong, PHN	No
CCS/Delta Dental HFI	MOU	Jan 1999	July 2001	Katie Armstrong, PHN	No
CCS/NSP HFI	MOU	Jan 1999	July 2001	Katie Armstrong, PHN	No

**MONO COUNTY
INTERAGENCY AGREEMENT (IAA)
between
Mono County Health Department
California Children Services (CCS) – Medical Therapy Program (MTP)
and
Mono County Office of Education
Special Education Local Plan Area (SELPA)**

TASK	COUNTY CCS MTP	COUNTY SELPA/LEA
LIAISON	<p>The MTP Liaison is Diann Bitzberger, MPH,RN. The MTP Liaison will coordinate services for each MTP eligible child with the SELPA Liaison.</p> <p>The MTP Liaison and local CCS Administrator will meet annually with the SELPA Liaison and SELPA to review and modify if necessary the IAA.</p>	<p>The SELPA will identify a SELPA Liaison(s) for each school district, who will coordinate special education referrals and services of all MTP eligible children within the county with the MTP Liaison. The SELPA Liaison is the school nurse.</p> <p>The SELPA Liaison and SELPA administrator will meet annually with the MTP Liaison and local CCS Administrator to review and modify if necessary the IAA.</p>
MEDICAL THERAPY CONFERENCE	<p>The MTP Liaison will notify the SELPA Liaison and parent 10 days in advance on the MTC Appointment Letter (RR7). The parent/caregiver is required to attend the MTC with the child. The MTC shall be held in a CCS paneled physician’s office.</p>	<p>The SELPA Liaison shall forward the MTC Appointment Notice (RR7), with parent consent, to the IEP team. The notice will serve as an invitation for the SELPA Liaison or member of the IEP team to attend the MTC conference and possible modification to the ongoing therapy plan.</p>

	<p>There shall be a private physical exam. The MTC physician(s) will assess the child's need for medically necessary occupational and/or, physical therapy based on the child's physical and functional status and the need for orthotics, durable medical equipment and specialty medical referrals related to the child's MTP eligible condition.</p> <p>The MTC shall determine the need for medically necessary occupational and/or physical therapy and an MTC physician shall sign a CCS Therapy Plan (RR8). A copy of the Therapy Plan is given to the parent and sent to the SELPA Liaison with parental consent.</p> <p>A parent who is in disagreement with the approved Therapy Plan shall present their concerns at the MTC or in writing to the MTP Liaison. The MTP Liaison will contact SCRO of the parent's concerns for review and/or referral for expert physician opinion.</p>	<p>The SELPA Liaison or member of the IEP team must notify the MTP Liaison and parent of the intent to participate in MTC.</p> <p>Other members of the IEP team may participate in the multi-disciplinary discussion with parental consent.</p>
EXCHANGE OF INFORMATION	<p>The county CCS program in coordination with SELPA shall develop a form for parent/legal guardian consent that allows for exchange of information between agencies for a specified period of time (MCOE Auth for Release of Confidential Info)</p>	<p>SELPA, in coordination with the county CCS program, shall develop a form for parent/legal guardian consent that allows for the exchange of information between agencies for a specified period of time (MCOE Auth for Release of Confidential Info).</p>

<p>PROFESSIONAL STANDARDS</p>	<p>SCRO shall assure that PT services are provided by a CCS paneled physical therapist or by a licensed physical therapy assistant under the supervision of a CCS paneled physical therapist.</p> <p>SCRO shall assure that OT services are provided by a CCS paneled occupational therapist or licensed occupational therapy assistant under the supervision of a CCS paneled occupational therapist.</p> <p>When a CCS paneled therapist is not available to provide the service, a non-paneled therapist at the discretion of the State CCS Therapy Consultant may be authorized by SCRO.</p>	<p>SELPA shall assure that PT services are provided by a physical therapist or physical therapy assistant that is licensed by the State of California in accordance with Section 2620 et seq. of the Business and Professions Code as established by the Physical Therapy Board of California.</p> <p>SELPA shall assure that OT services are provided by an occupational therapist or occupational therapy assistant licensed by the State of California in accordance with Section 2570 of the Business and Professions Code and the American Occupational Therapy Association, Standards of Practice for Occupational Therapy AJOT, 48(12) 1039-1043.</p>
<p>PROVISION OF SERVICE</p>	<p>SCRO shall monitor the provision of medically necessary therapy services for consistency with CCS policies and procedures.</p> <p>CCS will not provide therapy services that duplicate or conflict with the CCS Approved Therapy Plan.</p> <p>SCRO will authorize the medically necessary therapy contained in the CCS Approved Therapy Plan to a CCS paneled therapist for the duration of the prescription. A copy of the authorization will be sent to the parent/caregiver and SELPA.</p> <p>When SCRO is unable to authorize</p>	<p>SELPA shall assure the provision of service is consistent with the program guideline standards for Occupational Therapy / Physical Therapy in California Public Schools 1996.</p> <p>SELPA will not provide therapy services that duplicate or conflict with the CCS Approved Therapy Plan.</p> <p>SELPA Liaison will coordinate with the MTP Liaison when the CCS Approved Therapy Plan is contained in the IEP.</p>

	<p>the medically necessary therapy services contained in the CCS Therapy Plan, the CCS State Therapy Consultant will notify the MTP Liaison. The MTP Liaison will notify the parent/caregiver and SELPA Liaison.</p> <p>When the CCS program is unable to provide the medically necessary therapy services contained in the CCS Therapy Plan and the child's IEP, the MTP Liaison will notify the SELPA of an agreement in writing to reimburse SELPA at Medi-Cal rates for the provision of these services for the duration of the prescription.</p>	<p>The SELPA Liaison will notify the IEP team, when CCS is unable to provide the medically necessary therapy services contained in the CCS Approved Therapy Plan.</p> <p>The SELPA Liaison will notify in writing the MTP Liaison of the effective date when the medically necessary therapy services, as stated in the CCS Approved Therapy Plan and contained in the child's IEP, will begin.</p>
<p>INDIVIDUAL EDUCATION PLAN (IEP)</p>	<p>The MTP Liaison shall represent the MTP at IEP meetings when requested to attend. (An authorized CCS therapy provider may not represent the MTP at the IEP meeting.)</p> <p>The MTP Liaison will review the CCS Therapy Plan with the IEP Team to assure non-duplication or conflict with MTP services, and identify any</p>	<p>The SELPA Liaison shall provide reasonable advance notice to the MTP Liaison of IEP meetings of all MTP participants and potentially eligible children. The notice shall identify when the MTP Liaison is requested to attend.</p> <p>The SELPA Liaison shall assist the IEP team when determining if the medically necessary therapy services identified in the proposed/approved CCS Therapy Plan is necessary for the</p>

	<p>new area of MTP service not covered in the proposed/approved CCS Therapy Plan. If changes to the Therapy Plan are needed, the MTP Liaison will consult with the State Therapy Consultant.</p> <p>The State CCS Therapy consultant shall be available to teleconference with the IEP team when necessary.</p>	<p>child to benefit from special education.</p> <p>A copy of the IEP that contains the CCS Therapy Plan shall be sent to the MTP Liaison with parent approval.</p> <p>The SELPA Liaison shall arrange for a speakerphone when the State CCS Therapy Consultant participates in the IEP meeting.</p>
PROBLEM RESOLUTION	<p>The MTP Liaison and local CCS Administrator shall participate with the SELPA Liaison in local dispute resolution involving the provision of medically necessary therapy services.</p> <p>Problems that cannot be resolved at the local level will be referred to SCRO. Unresolved problems shall be referred the Chief of the Children’s Medical Services Branch.</p>	<p>The SELPA Liaison and local SELPA Director shall participate with the MTP Liaison in local dispute resolution involving the provision of medically necessary therapy services.</p> <p>Problems that cannot be resolved at the local level will be referred to the SELPA Director. Unresolved problems shall be referred to the California Department of Education, as per Government Code, Section 7585(a).</p>
TRANSPORTATION	<p>Transportation to the MTC and/or vendor therapy site for medically necessary therapy services is not a benefit of the MTP.</p>	<p>The IEP shall include transportation to and from the vendor therapy site as a related service when the CCS Therapy Plan (OT/PT) ordered through the CCS Medical Therapy Program (MTP) is included in the IEP. The school must have transportation services defined in the IEP.</p>

		<p>School transportation services are to be provided when the CCS therapy is attached to the beginning, end, or during the school day and according to the IEP agreement.</p> <p>A parent may negotiate transportation services in the IEP, or choose not to have transportation provided by the school.</p>
SPACE AND EQUIPMENT	The State CCS Therapy Consultant in collaboration with the SELPA Director and local CCS Administrator shall determine the need for establishing a primary Medical Therapy Unit in the county.	The SELPA Director in collaboration with State CCS Therapy Consultant and local CCS Administrator shall determine the need for establishing a primary Medical Therapy Unit in the county.
STAFF DEVELOPMENT	<p>The MTP Liaison will plan joint staff development activities for CCS and Education staff members in coordination with the SELPA Liaison.</p> <p>To include:</p> <ul style="list-style-type: none"> °Orientation °Referral Process °Participation in IEP °Participation in MTC °Medically necessary therapy services °DME/Orthotics and prosthetics 	<p>The SELPA Liaison will plan joint staff development activities for Education and CCS staff members in coordination with the MTP Liaison.</p> <p>To include:</p> <ul style="list-style-type: none"> °Orientation °Referral Process °Participation in IEP °Participation in MTC °Educationally necessary therapy services °DME/Orthotics and prosthetics

<p>INTERAGENCY DISPUTE RESOLUTION</p>	<p>SCRO will work with the local CCS Administrator and MTP Liaison to resolve local disputes with the SELPA prior to filing a complaint with either the Secretary of Health and Human Services or the Superintendent of Public Instruction.</p>	<p>SELPA will work to resolve local disputes with the CCS program prior to filing a complaint with either the Secretary of Health and Human Services or the Superintendent of Public Instruction.</p>
<p>FISCAL RESPONSIBILITIES</p>	<p>In the event of no medically necessary CCS therapy providers:</p> <p>The county CCS program will reimburse the SELPA, at the Medi-Cal rates, for the provision of medically necessary therapy services identified in the CCS Approved Therapy Plan and contained in the IEP that cannot be provided by an authorized CCS therapy provider.</p> <p>The county CCS program will require documentation of the services provided by the SELPA/LEA therapy provider to assure compliance with the CCS Approved Therapy Plan/IEP.</p>	<p>The SELPA will submit a monthly/quarterly bill to the county CCS program for medically necessary therapy services identified in the CCS Approved Therapy Plan and contained in the IEP.</p> <p>The SELPA will submit, attached to the billing, signed daily documentation of the medically necessary therapy services provided by the SELPA therapy provider in compliance with the CCS Approved Therapy Plan/IEP.</p> <p>Documentation of medically necessary therapy services provided by the SELPA shall include:</p> <p>a. <u>An initial therapy evaluation.</u> Summary shall contain:</p> <ul style="list-style-type: none"> ° Findings of required testing per CCS Diagnosis. ° Functional level of ADL's (PT= mobility OT= self care) ° Recommendations for medically

		<p>necessary therapy services.</p> <ul style="list-style-type: none"> ◦ Proposed treatment plan. ◦ Recommendations for orthotics, aides, equipment, and/or medical consultation. <p>b. <u>Quarterly Therapy Progress Note</u> shall contain:</p> <ul style="list-style-type: none"> ◦ Summary of therapy activities. ◦ Child's response to therapy. <p>c. <u>A Six Month Therapy Re-evaluation Summary</u> shall contain:</p> <ul style="list-style-type: none"> ◦ Finding of testing that supports the therapy plan. ◦ Current functional level of ADL's. (PT= mobility OT= self-care) ◦ Benefits of previous therapy. ◦ Recommendations for continued medical necessary therapy services. ◦ Proposed therapy plan. ◦ Recommendation for orthotics, aids, equipment, and/or medical consultation.
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**MONO COUNTY
INTERAGENCY AGREEMENT (IAA)**

Between

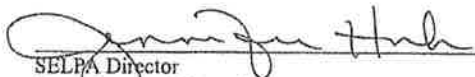
**Mono County Health Department
California Children Services (CCS)-Medical Therapy Program (MTP)**

And

**Mono County Office of Education
Special Education Local Plan Area (SELPA)**

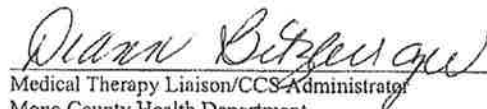
This Interagency Agreement is in effect from July 1, 2012 through June 30, 2014, unless revised by mutual agreement.

Note: In the event that changes in federal or state legislation impact the current Interagency Agreement, the Mono County Health Department and Mono County Office of Education agree to renegotiate the pertinent section within 90 days of receiving new language or instructions from the State.



SELPA Director
Mono County Office of Education

7/2/12
Date



Medical Therapy Liaison/CCS Administrator
Mono County Health Department

8-13-12
Date

CMS PLAN
Fiscal Year 2012-2013

Part III
Budget Forms

CHDP Administrative Budget Summary for FY 2012-13
No County/City Match
County/City Name: County of Mono

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$62,539	\$84	\$62,456	\$28,984	\$33,472
II. Total Operating Expenses	\$2,901	\$5	\$2,896	\$0	\$2,896
III. Total Capital Expenses	\$0	\$0	\$0		\$0
IV. Total Indirect Expenses	\$5,930	\$9	\$5,920		\$5,920
V. Total Other Expenses	\$0	\$0	\$0		\$0
Budget Grand Total	\$71,370	\$98	\$71,272	\$29,984	\$42,288

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	\$98	\$98			
Medi-Cal Funds:					
State	\$28,390		\$28,390	\$7,246	\$21,144
Federal (Title XIX)	\$42,882		\$42,882	\$21,738	\$21,144

Patricia M. ...
 Prepared By (Signature) 11/6/2012 760-932-5587 pmcgee@mono.ca.gov
 Date Prepared Phone Number Email Address

Graham B. ...
 CHDP Director or Deputy 11-9-12 760-924-1841
 Director (Signature) Date Phone Number Email Address
dbitzberger@mono.ca.gov

CHDP Administrative Budget Worksheet for F2012-13
 No County/City Match
 State and State/Federal

County/City Name: Mono County

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
Personnel Expenses											
1. Bitzberger, Diann	0.2200	\$78,744	\$ 17,324	0.30%	\$ 52	98.700%	\$ 17,272	94.00%	\$ 16,284	5.70%	\$ 987
2. Ojeda Moreno-CHOS	0.1650	\$60,036	\$ 9,900	0.00%	\$ -	100.00%	\$ 9,900	0.00%	\$ -	100.00%	\$ 9,900
3. Hilary Bayless	0.0200	\$86,832	\$ 1,737	0.00%	\$ -	100.00%	\$ 1,737	97.00%	\$ 1,685	3.00%	\$ 52
4. Dr. Richard Johnson	0.0150	\$225,584	\$ 3,390	0.00%	\$ -	100.00%	\$ 3,390	0.00%	\$ -	100.00%	\$ 3,390
5. Lynda Salcido, Pub Health Dir	0.0600	\$126,000	\$ 6,300	0.00%	\$ -	100.00%	\$ 6,300	0.00%	\$ -	100.00%	\$ 6,300
6. Patricia McGee, Fiscal Agent	0.0200	\$63,000	\$ 1,260	0.00%	\$ -	100.00%	\$ 1,260	0.00%	\$ -	100.00%	\$ 1,260
7. M Gonzalez-FTS	0.0100	\$54,660	\$ 547	0.00%	\$ -	100.00%	\$ 547	0.00%	\$ -	100.00%	\$ 547
9.			\$ -		\$ -		\$ -		\$ -		\$ 0
10.											
Total Salaries and Wages			\$ 40,463		\$ 52		\$ 40,411		\$ 17,969		\$22,442
Less Salary Savings											
Net Salaries and Wages											
Staff Benefits (Specify %) 0.00%			\$ 22,077		\$32		\$ 22,045		\$11,015		\$11,030
I. Total Personnel Expenses			\$ 62,540	0.13%	\$84	98.87%	\$ 62,456	46.34%	\$ 28,984	53.52%	\$33,472
II. Operating Expenses											
1. Travel			\$ 200				\$ 200		\$ -		\$ 200
2. Training			\$ 350				\$ 350		\$ -		\$ 350
3.			\$ 150				\$ 150		\$ -		\$ 150
4.			\$ 200				\$ 200		\$ -		\$ 200
5.			\$ 2,000		\$ 5		\$ 1,995		\$ -		\$ 1,999
6.									\$ -		\$ -
7.									\$ -		\$ -
8.									\$ -		\$ -
9.									\$ -		\$ -
10.									\$ -		\$ -
II. Total Operating Expenses			\$2,900		\$ 5		\$ 2,895		\$0		\$2,696

Deann Bedzinski MPH, RN

Budget Narrative
 CHDP-NO COUNTY MATCH BUDGET
 Mono County
 Fiscal Year 2012-13

I. PERSONNEL EXPENSE	
Total Salaries	40,483
Total Benefits	22,077
Total Personnel Expense	62,540
PH Director Deputy Director, Program Manager PHN II CHOS Admin, Supervisor/Fiscal Support FTS II (2)	
II. OPERATING EXPENSE	
Travel	200
Training	-
Communications	350
Maintenance of Equipment	150
Office Expense	200
Rent	2,000
	rent allocated on basis of square footage programs allocated share qtrly based on FTE share of time studies
Total Operating Expense	2,900
III. CAPITAL EXPENSE	
Total Operating Expense	-
IV. INDIRECT EXPENSE	
A-87 Cost Plans	5,930
Total Indirect Expense	5,930
V. OTHER EXPENSE	
Total Other Expense	-
BUDGET GRAND TOTAL	71,370

CHDP Administrative Budget Summary for FY 2012-13
County/City Match
County/City Name: County of Mono

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced County/City/Federal (25/75)	Nonenhanced County/City/Federal (50/50)
I. Total Personnel Expenses	\$16,228	\$1,560	\$14,668
II. Total Operating Expenses			
III. Total Capital Expenses	\$1,310		\$1,310
IV. Total Indirect Expenses	\$2,832		\$2,832
V. Total Other Expenses			
Budget Grand Total	\$20,370	\$1,560	\$18,810

Column	1	2	3
Source of Funds	Total Funds	Enhanced County/Federal (25/75)	Nonenhanced County/Federal (50/50)
County Funds	\$9,795	\$390	\$9,405
Federal Funds (Title XIX)	\$10,575	\$1,170	\$9,405

<i>Patricia M. G...</i>	11/6/2012	760-932-5587	pmcgee@mono.ca.gov
Prepared By (Signature)	Date prepared	Phone Number	Email Address
<i>Diana B. B...</i>	11-9-12		dbitzberger@mono.ca.gov
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

CHDP Administrative Budget Worksheet for FY 2012-13
County/City Match
County/City Name: County of Mono

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced County/City/Federal (25/75)	% or FTE	Nonenhanced County/City/Federal (50/50)
I. Personnel Expenses							
1. Bitzberger, Diann	0.0300	\$78,744	\$ 2,362	41.00%	\$ 969	59.00%	\$ 1,394
2. Olivia Moreno-CHOS	0.1350	\$60,036	\$ 8,105	0.00%	\$ -	100.00%	\$ 8,105
3. Hilary Bayless	0.0000	\$86,832	\$ -	0.00%	\$ -	100.00%	\$ -
4. Dr. Richard Johnson	0.0000	\$225,984	\$ -	65.00%	\$ -	35.00%	\$ -
5. Lynda Salcido, Pub Health Dir	0.0000	\$126,000	\$ -	65.00%	\$ -	35.00%	\$ -
6. Patricia McGee, Fiscal Agent	0.0000	\$63,000	\$ -	0.00%	\$ -	100.00%	\$ -
7. M Gonzalez-PTS	0.0000	\$54,860	\$ -	0.00%	\$ -	100.00%	\$ -
8.							
9.							
10.							
Total Salaries and Wages			\$ 10,467		\$ 969		\$ 9,499
Less Salary Savings							
Net Salaries and Wages							
Staff Benefits (Specify %)	0.00%		\$ 5,781		\$ 501		\$ 5,170
I. Total Personnel Expenses			\$ 16,228		\$ 1,560		\$ 14,669
II. Operating Expenses							
1. Travel			\$ 0				
2. Training			\$ 0				
3. Rent			\$1,311				\$1,311
4.							
5.							
6.							
7.							
8.							
9.							
10.							
II. Total Operating Expenses			\$1,311				\$1,311

Budget Narrative
CHDP - COUNTY MATCH BUDGET
Mono County
Fiscal Year 2012-13

I. PERSONNEL EXPENSE	
Total Salaries	10,467
Total Benefits	5,761
Total Personnel Expense	16,228
PH Director	
Deputy Director, Program Manager	
PHN II	
CHOS	
Fiscal Agent	
FTS II (2)	
II. OPERATING EXPENSE	
Travel	-
Training	-
Communications	-
Maintenance of Equipment	-
Office Expense	-
Rent	1,310
Spec Dept Expense	-
Contract Services	-
Total Operating Expense	1,310
III. CAPITAL EXPENSE	
Total Operating Expense	-
IV. INDIRECT EXPENSE	
A-87 Cost Plans	2,832
Total Indirect Expense	2,832
V. OTHER EXPENSE	
Total Other Expense	-
BUDGET GRAND TOTAL	20,370

Foster Care Administrative Budget Summary Fiscal Year 2012-13

County/City Match

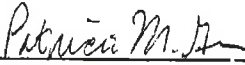
County/Title XIX Federal Funds

County/City Name: County of Mono

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced County/City/Federal (25/75)	Nonenhanced County/City/Federal (50/50)
I. Total Personnel Expense	\$5,554	\$4,465	\$1,089
II. Total Operating Expense			
III. Total Capital Expense			
IV. Total Indirect Expense	\$555		\$555
V. Total Other Expense			
Budget Grand Total	\$6,109	\$4,465	\$1,644

Column	1	2	3
Source of Funds	Total Funds	Enhanced County- City/Federal (25/75)	Nonenhanced County- City/Federal (50/50)
County-City Funds	\$1,938	\$1,116	\$822
Federal Funds (Title XIX)	\$4,171	\$3,349	\$822
Budget Grand Total	\$6,109		

Source County-City Funds: realignment


 11/1/2012 760-932-5587 pmcgee@mono.ca.gov
 Prepared By (Signature) Date Prepared Phone Number Email Address


 11-9-12 760-924-1841 Abitzberger@mono.ca.gov
 CHDP Director or Deputy Date Phone Number Email Address
 Director (Signature)

Total Salaries and Wages								
Less Salary Savings								
Net Salaries and Wages								
Staff Benefits (Specify %) 61.00%		\$2,104				\$1,788		\$316
I. Total Personnel Expenses		\$5,554				\$4,465		\$1,089
II. Operating Expenses								
1. Travel								
2. Training								
II. Total Operating Expenses								
III. Capital Expenses								
1.								
2.								
II. Total Capital Expenses								
IV. Indirect Expenses								
1. Internal (Specify %) 10.00%		\$555						\$555
2. External								
IV. Total Indirect Expenses		\$555						\$555
V. Other Expenses								
1.								
2.								
V. Total Other Expenses								
Budget Grand Total		\$6,109				\$4,465		\$1,644


 Prepared By (Signature) _____ Date Prepared 11/1/12 Phone Number 760-932-5587 Email Address pmcree@mono.ca.gov

CHDP Director or Deputy Director (Signature) _____ Date _____ Phone Number _____ Email Address _____

Foster Care Administrative Budget Fiscal Year 2012-13
 County-City/Federal Match
 County/Title XIX Federal Funds
 County/City Name: Mono

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced County-City/Federal (25/75)	% or FTE	Nonenhanced County-City/Federal (50/50)
I. Personnel Expenses							
1. Dianne Bitzberger	6.50%	78,744	5,118	85%	4,351	15.00%	768
2. Sandra Pearce		\$91,176		85%			
3.							
4.							
5.							
Total Salaries and Wages			5,118		4,351		768
Less Salary Savings							
Net Salaries and Wages			5,118	85.00%	4,351	15.00%	768
Staff Benefits (Spec% %)	61.00%		3,122	85.00%	2,654	15.00%	468
I. Total Personnel Expenses			8,240		7,004		1,236
II. Operating Expenses							
1. Travel				85%		15%	
2. Training				85%		15%	
II. Total Operating Expenses							
III. Capital Expenses							
1.							
2.							
II. Total Capital Expenses							
IV. Indirect Expenses							
1. Internal (Spec% %)	0.00%		1,047				1,047
2. External							
IV. Total Indirect Expenses			1,047				1,047
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			9,287		7,004		2,283

Patricia McCee *Patricia McCee* 11/1/12 Date 760-932-5587 Phone Number pmccee@monocounty.gov Email Address
 Prepared By
Patricia McCee 11-9-12 Date 760-924-1841 Phone Number pmccee@monocounty.gov Email Address
 CHDP Director or Deputy Director (Signature)

**Foster Care Administration
Mono County
Budget Narrative
Fiscal Year 2012-13**

I. PERSONNEL EXPENSE		
Total Salaries	\$	5,118
Total Benefits	\$	3,122
Total Personnel Expense:	\$	8,240
PHN		
II. OPERATING EXPENSE		
Travel	\$	-
		Includes per diem, mileage, hotels, etc both in county to serve clients (3300 Sq miles) and out-of-county as required by state.
Total Operating Expense	\$	-
III. Capital Expense		
	\$	-
		None
IV. Indirect Expense		
Internal	\$	1,047
External		A-87 Cost Plan
Total Indirect Expense	\$	1,047
V. Other Expense		
	\$	-
Total Other Expense	\$	-
Budget Grand Total	\$	9,287

HCPCFC Administrative Budget Summary Fiscal Year 2012-13

County/City Name: Mono County

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$5,349	\$3,772	\$1,577
II. Total Operating Expenses			
III. Total Capital Expenses			
IV. Total Indirect Expenses	\$536		\$536
V. Total Other Expenses			
Budget Grand Total	\$5,885	\$3,772	\$2,113

Column	1	2	3
Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
State Funds	\$2,000	\$943	\$1,055
Federal Funds (Title XIX)	\$3,885	\$2,829	\$1,056
Budget Grand Total	\$5,885		

<i>Patricia M...</i>	11/1/2012	760-932-5587	pmcgee@mono.ca.gov
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
<i>David A. Steg...</i>	11-9-12	760 924-1841	dbitzberger@mono.ca.gov
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

Revised April 2005

HPCFC ADMINISTRATIVE BUDGET WORKSHEET FOR FY 2012-13

MONO COUNTY

COLUMN	1A	1B	1	2A	2	3A	3
CATEGORY/LINE ITEM	% or FTE	Annual Salary	TOTAL BUDGET (=1X2) (or 4+5+6)	% or FTE	Enhanced State/Federal (25/75) Amount	% or FTE	Non-Enhanced State/Federal (50/50) Amount
I. PERSONNEL EXPENSE							
1. Diann Blitzberger	3.50%	75,744	2,756	85.00%	2,343	15.00%	413
2. Sandra Pearce	1%	91,176	912	-	-	100.0%	912
3.	-	-	-	-	-	100.0%	-
4.	-	-	-	-	-	100.0%	-
TOTAL SALARIES AND WAGES			3,668		2,343		1,325
LESS SALARY SAVINGS							
NET SALARIES AND WAGES			3,668	63.87%	2,343	36.13%	1,325
STAFF BENEFITS	61.00%		1,681	63.87%	1,429	36.13%	252
I. TOTAL PERSONNEL EXPENSE			5,349		3,772		1,577
II. OPERATING EXPENSE							
1. Travel				64%	-	36%	-
2. Training				64%	-	36%	-
II. TOTAL OPERATING EXPENSE			-		-		-
III. CAPITAL EXPENSE							
1.							
2.							
III. TOTAL CAPITAL EXPENSE			-		-		-
IV. INDIRECT EXPENSE (10% Cap)							
1. Internal-10.0	Max.	535	536			100%	536
2. External						100%	-
IV. TOTAL INDIRECT EXPENSE			536				536
V. OTHER EXPENSE							
1.						100%	-
2.							-
V. TOTAL OTHER EXPENSE			-				-
BUDGET GRAND TOTAL			5,885		3,772		2,113

Patricia M. McGee
 Patricia McGee, Fiscal Officer

11/3/2012

760-932-5587
 Telephone Number

Dianna Blitzberger
 CHDP Director or Deputy Director (Sign.) Date 11-9-12

760-924-1841
 Telephone Number

**Health Care for Children In Foster Care
Mono County
Budget Narrative
Fiscal Year 2012-13**

I. PERSONNEL EXPENSE		
Total Salaries	\$	3,668
Total Benefits	\$	1,681
Total Personnel Expense:	\$	5,349
PHN		
II OPERATING EXPENSE		
Travel	\$	-
		Includes per diem, mileage, hotels, etc both in county to serve clients (3300 Sq miles) and out-of-county as required by state.
Total Operating Expense	\$	-
III. Capital Expense		
	\$	-
		None
IV. Indirect Expense		
Internal	\$	535 A-87 Cost Plan
External	\$	-
Total Indirect Expense	\$	536
V. Other Expense		
	\$	-
Total Other Expense	\$	-
Budget Grand Total	\$	5,885

CCS CASeload	Caseload	Percent of Grand Total
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	48	59%
Potential Cases Medi-Cal		
TOTAL MEDI-CAL	48	59%
NON MEDI-CAL		
Healthy Families		
Average of Total Open (Active) HF Children	18	22%
Potential Cases HF		
Total Healthy Families	18	22%
Straight CCS		
Average of Total Open (Active) Straight CCS Children	16	20%
Potential Cases Straight CCS		
Total Straight CCS	16	20%
TOTAL NON MEDI-CAL	34	41%
GRAND TOTAL	82	100%

CCS Administrative Budget Summary for FY 2012-13 _____

County Name: County of Mono

Column	1	2	3	4	5
Category/Line Item	Total Budget	Non-Medi-Cal County/State/HF County/State/Federal	Total Medi-Cal State/Federal	Enhanced State/Federal (28/78)	Nonenhanced State/Federal (50/50)
I. Total Personal Expense	195395	81019	114376	48022	66354
II. Total Operating Expense	17700	7340	10360	0	10360
III. Total Capital Expense					
IV. Total Indirect Expense	37500	15549	21951		21951
V. Total Other Expense	25000	10366	14634		14634
Budget Grand Total	275595	114274	161321	48022	113299

Column	1	2	3	4	5
Source of Funds	Total Budget	Non-Medi-Cal County/State/HF Co/State/Federal	Total Medi-Cal State/Federal	Enhanced State/Federal (28/78)	Nonenhanced State/Federal (50/50)
Straight CCS					
State	26888	26888			
County	26888	26888			
CCS Healthy Families					
State	10587	10587			
County	10587	105287			
Federal (Title XXI)	38324	38324			
Medi-Cal Funds:					
State	68655		68655	12006	56649
Federal (Title XXI)	92666		92666	36016	56650

Prepared By (Signature) Purman, M. D. Date Proposed 10/31/2012 Phone Number 760-932-5567 Email Address pmsone@mono.ca.gov
 CCS Administrator (Signature) [Signature] Date 11-9-12 Phone Number 760-934-7390 Email Address _____

CCS CASELOAD	Actual Caseload	Percent of Grand Total
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	48	59%
Potential Cases Medi-Cal		
TOTAL MEDI-CAL	48	59%
NON MEDI-CAL		
Healthy Families	18	22%
Average of Total Open (Active) HF Children		
Potential Cases HF		
Total Healthy Families	18	22%
Straight CCS		
Average of Total Open (Active) Straight CCS Children	18	20%
Potential Cases Straight CCS		
Total Straight CCS	18	20%
TOTAL NON MEDI-CAL	34	41%
GRAND TOTAL	82	100%

CCS Administrative Budget Worksheet for FY 21012-13

County Name: County of Mono

Column	1	2	3	4A	4	5A	5	6A	6	7A	7
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5)	% FTE	Non-Medi-Cal County/State (\$6050)	% FTE	Medi-Cal (6 + 7)	% FTE	Medi-Cal Enhanced	% FTE	Medi-Cal Nonenhanced State/Federal (\$6050)
1. Personnel Expense											
Program Administration											
Dann Bickelger	10%	\$78,744	\$7,874	78%	\$3,285	22%	\$4,809			100%	\$4,809
Subtotal		\$78,744	\$7,874		\$3,285		\$4,809				\$4,809
Medical Case Management											
David Humes - PHN	10%	\$91,520	\$9,152	41%	\$3,785	59%	\$6,387	87%	\$5,189	3%	\$181
Dann Bickelger - PHN	50%	\$75,000	\$7,500	41%	\$15,549	59%	\$21,951	80%	\$18,755	10%	\$2,195
Hillary Bayles - PHN	12%	\$86,932	\$10,420	41%	\$4,320	59%	\$6,100	80%	\$5,490	10%	\$610
Subtotal		\$253,352	\$57,072		\$23,664		\$33,408		\$30,442		\$2,988
Other Health Care Professionals											
Jynae Sandoz, Director of Public Health	10%	\$128,000	\$12,800	78%	\$5,225	22%	\$7,375	0%	\$0	100%	\$7,375
Subtotal		\$128,000	\$12,800		\$5,225		\$7,375		\$0		\$7,375
Auxiliary Support											
Olivia Moreno - CHOS	70%	\$80,036	\$42,026	41%	\$17,425	59%	\$24,600			100%	\$24,600
Subtotal		\$80,036	\$42,026		\$17,425		\$24,600				\$24,600
Chemical and Claims Support											
Patricia MacIver - Fiscal Agent	4%	\$63,000	\$2,520	41%	\$1,045	59%	\$1,475	0%	\$0	100%	\$1,475
Maria Gonzalez - FTS	10%	\$47,804	\$4,780	41%	\$1,974	59%	\$2,786	0%	\$0	100%	\$2,786
Nancy Cruz-Garcia	10%	\$37,044	\$3,704	47%	\$1,536	55%	\$2,158	0%	\$0	100%	\$2,158
Subtotal		\$147,848	\$10,984		\$4,557		\$6,429				\$6,429

**Budget Narrative
CCS
Mono County
Fiscal Year 2012-13**

I.	Salaries	130,555	
	Total Benefits	64,840	
	Total Personnel Expense	195,395	
	CHOS		
	CCS Administrator		
	PHN		
	Fiscal Agent		
	FTS (2)		
	Public Health Director		
II.	OPERATING EXPENSE		
	Travel	1,000	
	Training	-	
	Maintenance of Equipment	700	
	Communication	2,000	
	Office Expense	4,000	
	Rent	10,000	estimated base on square footage then allocated to programs based on FTE's
	Contract Services	-	
	Spec Dept Expense	-	
	Total Operating Expense	17,700	
III.	CAPITAL EXPENSE		
	Total Operating Expense	-	
IV.	INDIRECT EXPENSE		
	A-87 Cost Plans	37,500	
	Total Indirect Expense	37,500	
V.	OTHER EXPENSE		
	Transportation and Maintenance	25,000	
	Computer Replacement	-	
	Total Other Expense	25,000	
	BUDGET GRAND TOTAL	275,595	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Employment Agreement – Resolution approving Agreement re Employment Joseph Blanchard	

AGENDA DESCRIPTION:

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

Proposed contract with Joseph B. Blanchard pertaining to employment and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13-___, approving a contract with Joseph B. Blanchard and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract Monthly Compensation (Inclusive): \$8,296
- 1 New Contract Monthly Compensation: \$7,881
- 1 Difference (Monthly): \$415
- 1 Estimated Annualized Savings: \$4,978

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5413 / bvanlente@mono.ca.gov

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




SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

-  [Employment Agreement](#)
-  [Resolution](#)
-  [Blanchard contract](#)

History

Time	Who	Approval
10/30/2013 4:15 PM	County Administrative Office	Yes
10/30/2013 4:48 PM	County Counsel	Yes
10/30/2013 4:23 PM	Finance	Yes



COUNTY OF MONO – County Administrative Office

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411**

Bill Van Lente
Director, Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director Human Resources/Risk Management
Date: October 30, 2013

Subject:

At-will employment agreement of Joseph Blanchard

Recommendation:

Approve the At-will Employment Agreement of Joseph Blanchard, in the position of Parks and Facilities Superintendent, at a salary of \$7,881 for a term of three years.

Background:

The Board of Supervisors starting in early 2013 sought to reduce the cost of the At-will employees as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for At-Will employees who currently are in three different categories or Tiers for compensation packages, and fairly compensate employees who continued employment was sought by the County.

The three Tiers of At-will employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those eligible for performance pay but are eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with At-Will employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier namely no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs primarily for Tier One At-will employees.

The parameters established were:

- Tier 1 employees (Car Allowance and Performance Pay employees) - Combine existing Performance Pay and Car Allowance into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director met and negotiated with those At-Will employees whose contracts were overdue or set to expire. The contracts being presented address individual employee concerns in their agreements as well as implement the Board's direction to reduce costs, equalize treatment among At-Will employees and fairly compensate employees for services rendered. All future At-will contracts will reflect this policy direction.

Discussion

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of At-will employees. This direction will also address concerns about employment stability, inequity among At-will employees and reduce costs.

It is expected that all At-will employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the At-will group will be approximately \$66,000. However, there will be costs associated with greater fleet us; however those costs will also be scrutinized and sought to be reduced on an ongoing basis.

Fiscal Impact

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$8,296	\$7,881	\$415	\$4,978



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RESOLUTION NO. R13-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH JOSEPH B. BLANCHARD AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT

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

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

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt , Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment Of Joe Blanchard

This Agreement is entered into this 5th day of November, 2013, by and between Joe Blanchard and the County of Mono.

I. RECITALS

The County wishes to continue to employ Mr. Blanchard as Parks and Facilities Superintendent on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Blanchard wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be November 5, 2013, until November 4, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Blanchard in writing no later than May 4, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Blanchard shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Blanchard that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Blanchard as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing November 4, 2013, Mr. Blanchard shall continue to be employed by Mono County as Parks and Facilities Superintendent, serving at the will and pleasure of the Public Works Director in accordance with the terms and conditions of this Agreement. Mr. Blanchard accepts such continued employment. The Public Works Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Blanchard's employment.
3. Effective November 5, 2013 Mr. Blanchard's salary shall be \$7,881.00 per month. The Board may unilaterally increase Mr. Blanchard's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. Blanchard's salary. During such negotiations the County shall consider and discuss the issue of increased

compensation with Mr. Blanchard in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. Blanchard's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. (Note: Effective November 5, 2013, Mr. Blanchard shall no longer be entitled to performance pay, and furthermore shall no longer be entitled to a monthly vehicle allowance, but rather the County Personnel System, sections 620 through 660, as then in effect, shall apply.)

4. Mr. Blanchard shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Blanchard understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Mr. Blanchard was already entitled to for the 2013 calendar year under his former employment agreement).
5. To the extent deemed appropriate by the Public Works Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Blanchard's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Blanchard shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Mr. Blanchard), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.

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

severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Blanchard shall not be entitled to any severance pay in the event that the Public Works Director has grounds to discipline him on or about the time he gives his notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Blanchard shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Blanchard may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Blanchard shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Blanchard. It specifically supersedes the employment agreement between the parties dated November 4, 2011. Consistent with Mr. Blanchard's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Blanchard may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Blanchard's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Blanchard's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Blanchard's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. Blanchard acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr.

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

III. EXECUTION:

This Agreement shall be deemed executed as of November 5, 2013.

Joe Blanchard

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Employment Agreement – Resolution approving Agreement re Employment Garrett Higerd	

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Garrett Higerd and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13___, approving a contract with Garrett Higerd and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract Monthly Compensation (Inclusive): \$9,376
- 1 New Contract Monthly Compensation: \$8,907
- 1 Difference (Monthly): \$469
- 1 Estimated Annualized Savings: \$5,625

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5413 / bvanlente@mono.ca.gov

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



SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

-  [Employment Agreement](#)
-  [Resolution](#)
-  [Higered contract](#)

History

Time	Who	Approval
10/30/2013 4:32 PM	County Administrative Office	Yes
10/30/2013 4:49 PM	County Counsel	Yes
10/30/2013 4:22 PM	Finance	Yes



COUNTY OF MONO – County Administrative Office

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411**

Bill Van Lente
Director, Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director Human Resources/Risk Management
Date: October 30, 2013

Subject:
At-will employment agreement of Garrett Higerd

Recommendation:
Approve the At-will Employment Agreement of Garrett Higerd, in the position of Assistant Public Works Director, at a salary of \$8,907 for a term of three years.

Background:
The Board of Supervisors starting in early 2013 sought to reduce the cost of the At-will employees as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for At-Will employees who currently are in three different categories or Tiers for compensation packages, and fairly compensate employees who continued employment was sought by the County.

The three Tiers of At-will employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those eligible for performance pay but are eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with At-Will employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier namely no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs primarily for Tier One At-will employees.

The parameters established were:

- Tier 1 employees (Car Allowance and Performance Pay employees) - Combine existing Performance Pay and Car Allowance into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director met and negotiated with those At-Will employees whose contracts were overdue or set to expire. The contracts being presented address individual employee concerns in their agreements as well as implement the Board's direction to reduce costs, equalize treatment among At-Will employees and fairly compensate employees for services rendered. All future At-will contracts will reflect this policy direction.

Discussion

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of At-will employees. This direction will also address concerns about employment stability, inequity among At-will employees and reduce costs.

It is expected that all At-will employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the At-will group will be approximately \$66,000. However, there will be costs associated with greater fleet us; however those costs will also be scrutinized and sought to be reduced on an ongoing basis.

Fiscal Impact

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$9,376	\$8,907	\$469	\$5,625



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RESOLUTION NO. R13-

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt , Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment Of Garrett Higerd

This Agreement is entered into this 1st day of December, 2013, by and between Garrett Higerd and the County of Mono.

I. RECITALS

The County wishes to continue to employ Mr. Higerd as Assistant Public Works Director on a full-time basis on the terms and conditions set forth in this Agreement. Employee wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 1, 2013, until November 30, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Higerd in writing no later than May 30, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Higerd shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Higerd that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Higerd as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing December 1, 2013, Mr. Higerd shall continue to be employed by Mono County as Assistant Public Works Director, serving at the will and pleasure of the Public Works Director in accordance with the terms and conditions of this Agreement. Mr. Higerd accepts such continued employment. The Public Works Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Higerd's employment. Mr. Higerd's primary work station shall be in Mammoth Lakes and he shall have the option to work an alternative schedule (e.g. generally four ten-hour days per week or nine nine hour days every two weeks, while remaining exempt from the overtime or compensatory time payment provisions of the Fair Labor Standards Act.)
3. Effective December 1, 2013 Mr. Higerd's salary shall be \$8,907.00 per month. The Board may unilaterally increase Mr. Higerd's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees

(MCPE), this contract will be reopened for discussion and potential re-negotiation with respect Mr. Higerd's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Higerd in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. Higerd's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. Should Mr. Higerd be called upon to function as the County Engineer, either explicitly or de-facto, for longer than six months from the date of this Agreement, his job title shall be changed to "County Engineer" and this contract will be reopened for discussion and potential re-negotiation with respect to Mr. Higerd's salary. (Note: Effective December 1, 2013, Mr. Higerd shall no longer be entitled to performance pay and furthermore shall no longer be entitled to a monthly vehicle allowance, but rather the County Personnel System, sections 620 through 660, as then in effect, shall apply.)

4. Mr. Higerd shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Higerd understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Mr. Higerd was already entitled to for the 2013 calendar year under his former employment agreement).
5. To the extent deemed appropriate by the Public Works Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Higerd's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Higerd shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Mr. Higerd), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any

and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.

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

Notwithstanding the foregoing, Mr. Higerd shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Higerd that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Higerd shall not be entitled to any severance pay in the event that the Public Works Director has grounds to discipline him on or about the time he gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Higerd shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Higerd may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Higerd shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Higerd. It specifically supersedes the employment agreement between the parties dated August 3, 2010, as amended July 16, 2013 and September 17, 2013. Consistent with Mr. Higerd's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Higerd may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Higerd's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Higerd's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement

or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Higerd's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

14. Mr. Higerd acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Higerd further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of December 1, 2013.

Garrett Higerd

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Employment Agreement – Resolution approving Agreement re Employment Wade McCammond	

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Wade McCammond and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13___, approving a contract with Wade McCammond and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$10,785
- 1 New Contract Monthly Compensation: \$10,246
- 1 Difference (Monthly): \$539
- 1 Estimated Annualized Savings: \$6,471

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5416 / bvanlente@mono.ca.gov

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



SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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-  [Employment Agreement](#)
-  [Resolution](#)
-  [McCammond Contract](#)

History

Time	Who	Approval
10/30/2013 4:36 PM	County Administrative Office	Yes
10/30/2013 4:51 PM	County Counsel	Yes
10/30/2013 4:46 PM	Finance	Yes



COUNTY OF MONO – County Administrative Office

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411**

Bill Van Lente
Director, Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director Human Resources/Risk Management
Date: October 30, 2013

Subject:
At-will employment agreement of Wade McCammond

Recommendation:
Approve the At-will Employment Agreement of Wade McCammond, in the position of Chief Investigator, at a salary of \$10,246 for a term of three years.

Background:
The Board of Supervisors starting in early 2013 sought to reduce the cost of the At-will employees as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for At-Will employees who currently are in three different categories or Tiers for compensation packages, and fairly compensate employees who continued employment was sought by the County.

The three Tiers of At-will employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those eligible for performance pay but are eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with At-Will employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier namely no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs primarily for Tier One At-will employees.

The parameters established were:

- Tier 1 employees (Car Allowance and Performance Pay employees) - Combine existing Performance Pay and Car Allowance into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director met and negotiated with those At-Will employees whose contracts were overdue or set to expire. The contracts being presented address individual employee concerns in their agreements as well as implement the Board's direction to reduce costs, equalize treatment among At-Will employees and fairly compensate employees for services rendered. All future At-will contracts will reflect this policy direction.

Discussion

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of At-will employees. This direction will also address concerns about employment stability, inequity among At-will employees and reduce costs.

It is expected that all At-will employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the At-will group will be approximately \$66,000. However, there will be costs associated with greater fleet us; however those costs will also be scrutinized and sought to be reduced on an ongoing basis.

Fiscal Impact

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$10,785	\$10,246	\$539	\$6,471



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RESOLUTION NO. R13-

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt , Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment Of Wade McCammond

This Agreement is entered into this 1st day of December, 2013, by and between Wade McCammond and the County of Mono.

I. RECITALS

The County wishes to continue to employ Mr. McCammond as Chief Investigator on a full-time basis on the terms and conditions set forth in this Agreement. Mr. McCammond wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 1, 2013, until November 30, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. McCammond in writing no later than May 30, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. McCammond shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. McCammond that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. McCammond as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing December 1, 2013, Mr. McCammond shall continue to be employed by Mono County as Chief Investigator, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. Mr. McCammond accepts such continued employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to Mr. McCammond's employment.
3. Effective December 1, 2013 Mr. McCammond's salary shall be \$10,246.00 per month. The Board may unilaterally increase Mr. McCammond's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with the Deputy Sheriff's Association (DSA), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. McCammond's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr.

McCammond in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. McCammond's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. (Note: Effective December 1, 2013, Mr. McCammond shall no longer be entitled to performance pay and furthermore shall no longer be entitled to a monthly vehicle allowance, but rather the County Personnel System, sections 620 through 660, as then in effect, shall apply.)

4. Mr. McCammond's employment is not exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, and he shall therefore be entitled to earn overtime or compensatory time-off for work in excess of 40 hours per week in accordance with applicable state and federal laws and County policies. Because he is not an exempt employee, Mr. McCammond understands that he will not receive Merit Leave (Administrative Leave).
5. To the extent deemed appropriate by the District Attorney, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. McCammond's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. McCammond shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 3.0% at 50 for Mr. McCammond), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. McCammond understands and agrees that this receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. McCammond cease rendering such services during this Agreement and be absent from work without

any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. McCammond's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Mr. McCammond's employment, the District Attorney may terminate Mr. McCammond's employment at any time during this agreement, without cause. However, should there be a change in the incumbent holding the office of District Attorney, Mr. McCammond's employment shall continue for six (6) months following such change (i.e., following the date when the new District Attorney takes office), unless termination for grounds as specified in Section 2.68.230,B., of the County Code or any successor Code provision, as the same may be amended from time to time, is determined by the County Administrative Officer under advice of County Counsel, subject to review with the Board of Supervisors in closed session. In either event, this Agreement shall automatically terminate concurrently with the effective date of the termination. At the conclusion of the six-month period, Mr. McCammond's employment shall automatically revert to its prior status of being fully subject to termination without cause by the District Attorney in his discretion. At no time during the six-month period will Mr. McCammond acquire permanent status or a property interest in his employment. Mr. McCammond understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause (except during the aforementioned six-month period), and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his discretion, take during Mr. McCammond's employment. Nevertheless, the parties understand that Mr. McCammond has right under the Public Safety Officers Procedural Bill of Rights Act (California Government Code section 3300) and such rights cannot be waived by Mr. McCammond's entry into this agreement. The County shall ensure that Mr. McCammond receives such rights, but the parties agree that the County is not required to provide Mr. McCammond with any form or level of administrative appeal procedures beyond those required by state law.

9. On or before the effective date of any such termination without cause, Mr. McCammond shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. McCammond shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. McCammond shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. McCammond that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
10. Notwithstanding the foregoing, Mr. McCammond shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. McCammond shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. McCammond may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. McCammond shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. McCammond. It specifically supersedes the employment agreement between the parties dated June 15, 2010, as amended June 4, 2013 and September 17, 2013. Consistent with Mr. McCammond's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. McCammond may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. McCammond's date of eligibility for or vesting of any non-salary benefits or for any other purpose.

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

III. EXECUTION:

This Agreement shall be deemed executed as of December 1, 2013.

Wade McCammond

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Employment Agreement - Resolution approving Agreement re Employment Thomas Perry	

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Thomas Perry and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13-___, approving a contract with Thomas Perry and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$7,000
- 1 New Contract Monthly Compensation: \$7,000
- 1 Difference (Monthly): \$0
- 1 Estimated Annualized Savings: \$0

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5413 / bvanlente@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

-  [Employment Agreement](#)
-  [Resolution](#)
-  [Perry Contract](#)

History

Time	Who	Approval
10/30/2013 4:42 PM	County Administrative Office	Yes
10/30/2013 4:52 PM	County Counsel	Yes
10/30/2013 4:47 PM	Finance	Yes



COUNTY OF MONO – County Administrative Office

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411**

Bill Van Lente
Director, Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director Human Resources/Risk Management
Date: October 30, 2013

Subject:
At-will employment agreement of Thomas Perry

Recommendation:
Approve the At-will Employment Agreement of Thomas Perry, in the position of Building Official, at a salary of \$7,000 for a term of three years.

Background:
The Board of Supervisors starting in early 2013 sought to reduce the cost of the At-will employees as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for At-Will employees who currently are in three different categories or Tiers for compensation packages, and fairly compensate employees who continued employment was sought by the County.

The three Tiers of At-will employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those eligible for performance pay but are eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with At-Will employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier namely no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs primarily for Tier One At-will employees.

The parameters established were:

- Tier 1 employees (Car Allowance and Performance Pay employees) - Combine existing Performance Pay and Car Allowance into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director met and negotiated with those At-Will employees whose contracts were overdue or set to expire. The contracts being presented address individual employee concerns in their agreements as well as implement the Board's direction to reduce costs, equalize treatment among At-Will employees and fairly compensate employees for services rendered. All future At-will contracts will reflect this policy direction.

Discussion

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of At-will employees. This direction will also address concerns about employment stability, inequity among At-will employees and reduce costs.

It is expected that all At-will employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the At-will group will be approximately \$66,000. However, there will be costs associated with greater fleet us; however those costs will also be scrutinized and sought to be reduced on an ongoing basis.

Fiscal Impact

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$7,000	\$7,000	\$0	\$0



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RESOLUTION NO. R13-

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt , Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment Of Thomas Perry

This Agreement is entered into this 1st day of December, 2013, by and between Thomas Perry and the County of Mono.

I. RECITALS

The County wishes to continue to employ Mr. Perry as Building Official on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Perry wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 1, 2013, until November 30, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Perry in writing no later than May 30, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Perry shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Perry that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Perry as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal. It is further agreed that the County will begin a dialogue regarding re-negotiation of this agreement within the first 30 days of the third year of this agreement, provided however that notification of intent to negotiate a renewal of the agreement will be as provided above.
2. Commencing December 1, 2013, Mr. Perry shall continue to be employed by Mono County as Building Official, serving at the will and pleasure of Community Development Director in accordance with the terms and conditions of this Agreement. Mr. Perry accepts such continued employment. The Community Development Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Perry's employment.
3. Effective December 1, 2013 Mr. Perry's salary shall be \$7,000.00 per month. The Board may unilaterally increase Mr. Perry's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and

potential re-negotiation with respect Mr. Perry's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Perry in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. Perry's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable.

4. Mr. Perry shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Perry understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Mr. Perry was already entitled to for the 2013 calendar year under his former employment agreement).
5. To the extent deemed appropriate by the Community Development Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Perry's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Perry shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Mr. Perry), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Perry understands and agrees that this receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision

or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Perry cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Perry's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Mr. Perry's employment, the Community Development Director may terminate Mr. Perry's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Perry understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Community Development Director may, in his discretion, take during Mr. Perry's employment.
9. On or before the effective date of any such termination without cause, Mr. Perry shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Perry shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Perry shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Perry that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Perry shall not be entitled to any severance pay in the event that the Community Development Director has grounds to discipline him on or about the time he gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Perry shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Perry may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Perry shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Perry. It specifically supersedes the employment agreement between the parties dated October 1, 2011, as amended September 17, 2013. Consistent with Mr. Perry's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Perry may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Perry's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Perry's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Perry's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. Perry acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Perry further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby

knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of December 1, 2013.

Thomas Perry

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Employment Agreement - Resolution approving Agreement re Employment Roberta Reed	

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Roberta Reed and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13-___, approving a contract with Roberta Reed and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$9,146
- 1 New Contract Monthly Compensation: \$9,146
- 1 Difference (Monthly): \$0
- 1 Estimated Annualized Savings: \$0

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5413 / bvanlente@mono.ca.gov

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




SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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-  [Employment Agreement](#)
-  [Resolution](#)
-  [Reed contract](#)

History

Time	Who	Approval
10/30/2013 4:38 PM	County Administrative Office	Yes
10/30/2013 4:52 PM	County Counsel	Yes
10/30/2013 4:49 PM	Finance	Yes



COUNTY OF MONO – County Administrative Office
P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411

Bill Van Lente
Director, Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director Human Resources/Risk Management
Date: October 30, 2013

Subject:
At-will employment agreement of Roberta Reed

Recommendation:
Approve the At-will Employment Agreement of Roberta Reed, in the position of Assistant Director of Finance, at a salary of \$9,146 for a term of three years.

Background:
The Board of Supervisors starting in early 2013 sought to reduce the cost of the At-will employees as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for At-Will employees who currently are in three different categories or Tiers for compensation packages, and fairly compensate employees who continued employment was sought by the County.

The three Tiers of At-will employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those eligible for performance pay but are eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with At-Will employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier namely no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs primarily for Tier One At-will employees.

The parameters established were:

- Tier 1 employees (Car Allowance and Performance Pay employees) - Combine existing Performance Pay and Car Allowance into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director met and negotiated with those At-Will employees whose contracts were overdue or set to expire. The contracts being presented address individual employee concerns in their agreements as well as implement the Board's direction to reduce costs, equalize treatment among At-Will employees and fairly compensate employees for services rendered. All future At-will contracts will reflect this policy direction.

Discussion

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of At-will employees. This direction will also address concerns about employment stability, inequity among At-will employees and reduce costs.

It is expected that all At-will employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the At-will group will be approximately \$66,000. However, there will be costs associated with greater fleet us; however those costs will also be scrutinized and sought to be reduced on an ongoing basis.

Fiscal Impact

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$9,146	\$9,146	\$0	\$0



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RESOLUTION NO. R13-

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt , Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment Of Roberta Reed

This Agreement is entered into this 1st day of December, 2013, by and between Roberta Reed and the County of Mono.

I. RECITALS

The County wishes to continue to employ Ms. Reed on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Reed wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 1, 2013, until November 30, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Reed in writing no later than May 30, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Reed shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Reed that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Reed as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing December 1, 2013, Ms. Reed shall continue to be employed by Mono County as Assistant Director of Finance, serving at the will and pleasure of the Director of Finance in accordance with the terms and conditions of this Agreement. Ms. Reed accepts such continued employment. The Director of Finance shall be deemed the "appointing authority" for all purposes with respect to Ms. Reed's employment.
3. Effective December 1, 2013 Ms. Reed's salary shall be \$9,146.00 per month. The Board may unilaterally increase Ms. Reed's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Reed's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Ms. Reed in good faith, but the County's decision whether or not to grant such

additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Ms. Reed's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. (Note: Effective December 1, 2013, Ms. Reed shall no longer be entitled to performance pay.)

4. Ms. Reed shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Reed understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Ms. Reed was already entitled to for the 2013 calendar year under her former employment agreement).
5. To the extent deemed appropriate by the Director of Finance, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Reed's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Reed shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Ms. Reed), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Reed understands and agrees that this receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her

proper use of any accrued leave. Should Ms. Reed cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Reed's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

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

Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Reed shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.

11. Ms. Reed may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Reed shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Reed. It specifically supersedes the employment agreement between the parties dated June 15, 2010, as amended June 4, 2013 and September 17, 2013. Consistent with Ms. Reed's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Reed may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Reed's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Reed's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Reed's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Ms. Reed acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Reed further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of December 1, 2013.

Roberta Reed

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Employment Agreement – Resolution approving Agreement re Employment Lynda Roberts	

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Lynda Roberts and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13___, approving a contract with Lynda Roberts and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$9,897
- 1 New Contract Monthly Compensation: \$9,402
- 1 Difference (Monthly): \$495
- 1 Estimated Annualized Savings: \$5,938

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5413 / bvanlente@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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-  [Employment Agreement](#)
-  [Resolution](#)
-  [Roberts Contract](#)

History

Time	Who	Approval
10/30/2013 4:31 PM	County Administrative Office	Yes
10/30/2013 4:53 PM	County Counsel	Yes
10/30/2013 4:49 PM	Finance	Yes



COUNTY OF MONO – County Administrative Office

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411**

Bill Van Lente
Director, Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director Human Resources/Risk Management
Date: October 30, 2013

Subject:

At-will employment agreement of Lynda Roberts

Recommendation:

Approve the At-will Employment Agreement of Lynda Roberts, in the position of County Clerk/Recorder/Registrar/Chief Board Clerk, at a salary of \$9,402 for a term of three years.

Background:

The Board of Supervisors starting in early 2013 sought to reduce the cost of the At-will employees as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for At-Will employees who currently are in three different categories or Tiers for compensation packages, and fairly compensate employees who continued employment was sought by the County.

The three Tiers of At-will employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those eligible for performance pay but are eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with At-Will employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier namely no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs primarily for Tier One At-will employees.

The parameters established were:

- Tier 1 employees (Car Allowance and Performance Pay employees) - Combine existing Performance Pay and Car Allowance into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director met and negotiated with those At-Will employees whose contracts were overdue or set to expire. The contracts being presented address individual employee concerns in their agreements as well as implement the Board's direction to reduce costs, equalize treatment among At-Will employees and fairly compensate employees for services rendered. All future At-will contracts will reflect this policy direction.

Discussion

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of At-will employees. This direction will also address concerns about employment stability, inequity among At-will employees and reduce costs.

It is expected that all At-will employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the At-will group will be approximately \$66,000. However, there will be costs associated with greater fleet us; however those costs will also be scrutinized and sought to be reduced on an ongoing basis.

Fiscal Impact

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$9,897	\$9,402	\$495	\$5,938



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RESOLUTION NO. R13-

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt , Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment Of Lynda Roberts

This Agreement is entered into this 1st day of December, 2013, by and between Lynda Roberts and the County of Mono.

I. RECITALS

The County wishes to continue to employ Ms. Roberts as County Clerk/Recorder/Registrar/Clerk of the Board on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Roberts wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 1, 2013, until November 30, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Roberts in writing no later than May 30, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Roberts shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Roberts that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Roberts as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing December 1, 2013, Ms. Roberts shall continue to be employed by Mono County as the County Clerk/Recorder/Registrar/Clerk in accordance with the terms and conditions of this Agreement. Ms. Roberts accepts such continued employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Roberts's employment.
3. Effective December 1, 2013 Ms. Roberts' salary shall be \$9,402.00 per month. The Board may unilaterally increase Ms. Roberts' compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Roberts' salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Ms. Roberts in good faith, but the County's decision whether

or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Ms. Roberts' salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. (Note: Effective December 1, 2013, Ms. Roberts' shall no longer be entitled to performance pay and furthermore shall no longer be entitled to a monthly vehicle allowance, but rather the County Personnel System, sections 620 through 660, as then in effect, shall apply.)

4. Ms. Roberts shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Roberts understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Ms. Roberts was already entitled to for the 2013 calendar year under her former employment agreement).
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Roberts' full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Roberts shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Ms. Roberts), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.

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

trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Roberts shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Roberts shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Roberts may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Roberts shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Roberts. It specifically supersedes the employment agreement between the parties dated May 4, 2010 as amended April 16, 2013 and June 4, 2013. Consistent with Ms. Roberts' uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Roberts may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Roberts' date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Roberts' employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Roberts' sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

14. Ms. Roberts acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Roberts further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of December 1, 2013.

Lynda Roberts

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Employment Agreement – Resolution approving Agreement re Employment Linda Romero	

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Linda Romero and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13-___, approving a contract with Linda Romero and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract Monthly compensation (Inclusive): \$7,293
- 1 New Contract Monthly Compensation: \$7,293
- 1 Difference(Monthly): \$0
- 1 Estimated Annualized Savings \$0

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5413 / bvanlente@mono.ca.gov

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



SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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-  [Employment Agreement](#)
-  [Resolution](#)
-  [Romero Contract](#)

History

Time	Who	Approval
10/30/2013 4:32 PM	County Administrative Office	Yes
10/30/2013 4:54 PM	County Counsel	Yes
10/30/2013 4:50 PM	Finance	Yes



COUNTY OF MONO – County Administrative Office

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411**

Bill Van Lente
Director, Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director Human Resources/Risk Management
Date: October 30, 2013

Subject:

At-will employment agreement of Linda Romero

Recommendation:

Approve the At-will Employment Agreement of Linda Romero, in the position of Assistant Clerk/Recorder/Registrar/Clerk of the Board, at a salary of \$7,293 for a term of three years.

Background:

The Board of Supervisors starting in early 2013 sought to reduce the cost of the At-will employees as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for At-Will employees who currently are in three different categories or Tiers for compensation packages, and fairly compensate employees who continued employment was sought by the County.

The three Tiers of At-will employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those eligible for performance pay but are eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with At-Will employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier namely no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs primarily for Tier One At-will employees.

The parameters established were:

- Tier 1 employees (Car Allowance and Performance Pay employees) - Combine existing Performance Pay and Car Allowance into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director met and negotiated with those At-Will employees whose contracts were overdue or set to expire. The contracts being presented address individual employee concerns in their agreements as well as implement the Board's direction to reduce costs, equalize treatment among At-Will employees and fairly compensate employees for services rendered. All future At-will contracts will reflect this policy direction.

Discussion

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of At-will employees. This direction will also address concerns about employment stability, inequity among At-will employees and reduce costs.

It is expected that all At-will employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the At-will group will be approximately \$66,000. However, there will be costs associated with greater fleet us; however those costs will also be scrutinized and sought to be reduced on an ongoing basis.

Fiscal Impact

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$7,293	\$7,293	\$0	\$0



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RESOLUTION NO. R13-

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt , Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

negotiations the County shall consider and discuss the issue of increased compensation with Ms. Romero in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Ms. Romero's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. (Note: Effective December 10, 2013, Ms. Romero shall no longer be entitled to performance pay.)

4. Ms. Romero shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Romero understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Ms. Romero was already entitled to for the 2013 calendar year under her former employment agreement).
5. To the extent deemed appropriate by the County Clerk/Recorder/Registrar/Chief Board Clerk, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Romero's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Romero shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Ms. Romero), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Romero understands and agrees that this receipt of compensation or

Agreement Re Employment Of Linda Romero

This Agreement is entered into this 10th day of December, 2013, by and between Linda Romero and the County of Mono.

I. RECITALS

The County wishes to continue to employ Ms. Romero as Assistant Clerk/Recorder/Registrar/Clerk of the Board on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Romero wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 10, 2013, until December 9, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Romero in writing no later than June 9, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Romero shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Romero that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Romero as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing December 10, 2013, Ms. Romero shall continue to be employed by Mono County as Assistant Clerk/Recorder/Registrar/Clerk of the Board, serving at the will and pleasure of the Clerk/Recorder/Registrar/Clerk of the Board in accordance with the terms and conditions of this Agreement. Ms. Romero accepts such continued employment. The County Clerk/Recorder/Registrar/Chief Board Clerk shall be deemed the "appointing authority" for all purposes with respect to Ms. Romero's employment.
3. Effective December 10, 2013 Ms. Romero's salary shall be \$7,293.00 per month. The Board may unilaterally increase Ms. Romero's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Romero's salary. During such

benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Romero cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Romero’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the “at will” nature of Ms. Romero’s employment, the County Clerk/Recorder/Registrar/Chief Board Clerk may terminate Ms. Romero’s employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Romero understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Clerk/Recorder/Registrar/Chief Board Clerk may, in her discretion, take during Ms. Romero’s employment.
9. On or before the effective date of any such termination without cause, Ms. Romero shall receive as severance pay a lump sum equal to six months’ salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Romero shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Romero shall receive severance pay equal to six months’ salary in the event that termination occurs after the County has notified Ms. Romero that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties’ failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay,

"salary" refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Romero shall not be entitled to any severance pay in the event that the County Clerk/Recorder/Registrar/Chief Board Clerk has grounds to discipline her on or about the time she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Romero shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Romero may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Romero shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Romero. It specifically supersedes the employment agreement between the parties dated December 9, 2011. Consistent with Ms. Romero's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Romero may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Romero's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Romero's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Romero's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Ms. Romero acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms.

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

III. EXECUTION:

This Agreement shall be deemed executed as of December 10, 2013.

Linda Romero

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Employment Agreement – Resolution approving Agreement re Employment Lynda Salcido	

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Lynda Salcido and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13___, approving a contract with Lynda Salcido as and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$11,281
- 1 New Contract Monthly Compensation: \$10,717
- 1 Difference (Monthly): \$564
- 1 Estimated Annualized Savings: \$6,769

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5413 / bvanlente@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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-  [Resolution](#)
-  [Salcido Contract](#)

History

Time	Who	Approval
10/30/2013 5:10 PM	County Administrative Office	Yes
10/30/2013 6:19 PM	County Counsel	Yes
10/30/2013 6:14 PM	Finance	Yes



COUNTY OF MONO – County Administrative Office

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411**

Bill Van Lente
Director, Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director Human Resources/Risk Management
Date: October 30, 2013

Subject:
At-will employment agreement of Lynda Salcido

Recommendation:
Approve the At-will Employment Agreement of Lynda Salcido, in the position of Public Health/EMS Director, at a salary of \$10,717 for a term of three years.

Background:
The Board of Supervisors starting in early 2013 sought to reduce the cost of the At-will employees as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for At-Will employees who currently are in three different categories or Tiers for compensation packages, and fairly compensate employees who continued employment was sought by the County.

The three Tiers of At-will employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those eligible for performance pay but are eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with At-Will employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier namely no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs primarily for Tier One At-will employees.

The parameters established were:

- Tier 1 employees (Car Allowance and Performance Pay employees) - Combine existing Performance Pay and Car Allowance into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director met and negotiated with those At-Will employees whose contracts were overdue or set to expire. The contracts being presented address individual employee concerns in their agreements as well as implement the Board's direction to reduce costs, equalize treatment among At-Will employees and fairly compensate employees for services rendered. All future At-will contracts will reflect this policy direction.

Discussion

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of At-will employees. This direction will also address concerns about employment stability, inequity among At-will employees and reduce costs.

It is expected that all At-will employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the At-will group will be approximately \$66,000. However, there will be costs associated with greater fleet us; however those costs will also be scrutinized and sought to be reduced on an ongoing basis.

Fiscal Impact

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$11,281	\$10,717	\$564	\$6,769



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RESOLUTION NO. R13-

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt , Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment Of Lynda Salcido

This Agreement is entered into this 1st day of December, 2013, by and between Lynda Salcido and the County of Mono.

I. RECITALS

The County wishes to continue to employ Ms. Salcido as Public Health/EMS Director on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Salcido wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 1, 2013, until November 30, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Salcido in writing no later than May 30, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Salcido shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Salcido that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Salcido as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing December 1, 2013, Ms. Salcido shall continue to be employed by Mono County as Public Health/EMS Director, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Salcido accepts such continued employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Salcido's employment.
3. Effective December 1, 2013 Ms. Salcido's salary shall be \$10,717.00 per month. The Board may unilaterally increase Ms. Salcido's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Salcido's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Ms. Salcido in good faith, but the County's decision whether

or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Ms. Salcido salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. (Note: Effective December 1, 2013, Ms. Salcido shall no longer be entitled to performance pay and furthermore shall no longer be entitled to a monthly vehicle allowance, but rather the County Personnel System, sections 620 through 660, as then in effect, shall apply.)

4. Ms. Salcido shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Salcido understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Ms. Salcido was already entitled to for the 2013 calendar year under her former employment agreement).
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Salcido's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Salcido shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Ms. Salcido), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Salcido understands and agrees that this receipt of compensation or benefits

of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Salcido cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Salcido's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Ms. Salcido's employment, the County Administrative Officer may terminate Ms. Salcido's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Salcido understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Salcido's employment.
9. On or before the effective date of any such termination without cause, Ms. Salcido shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Salcido shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Salcido shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Salcido that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers

only to base compensation.

10. Notwithstanding the foregoing, Ms. Salcido shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Salcido shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Salcido may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Salcido shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Salcido. It specifically supersedes the employment agreement between the parties dated February 9, 2010, as amended March 1, 2012, March 5, 2013, June 4, 2013, and September 17, 2013. Consistent with Ms. Salcido's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Salcido may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Salcido's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Salcido's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Salcido's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Ms. Salcido acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms.

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

III. EXECUTION:

This Agreement shall be deemed executed as of December 1, 2013.

Lynda Salcido

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Employment Agreement – Resolution approving Agreement re Employment Franklin Smith	

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Franklin W. Smith as prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13___, approving a contract with Franklin W. Smith and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$8,783
- 1 New Contract Monthly Compensation: \$8,344
- 1 Difference (Monthly): \$439
- 1 Estimated Annualized Savings: \$5,270

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5413 / bvanlente@mono.ca.gov

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



SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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-  [Employment Agreement](#)
-  [Resolution](#)
-  [Smith contract](#)

History

Time	Who	Approval
10/31/2013 8:54 AM	County Administrative Office	Yes
10/31/2013 9:10 AM	County Counsel	Yes
10/31/2013 8:50 AM	Finance	Yes



COUNTY OF MONO – *County Administrative Office*
P.O. BOX 696, BRIDGEPORT, CALIFORNIA 935 7
(760) 932-5412 ☐ FAX (760) 932-5411

Bill Van Lente
Director, Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director Human Resources/Risk Management
Date: October 30, 2013

Subject:
At-will employment agreement of Franklin Smith

Recommendation:
Approve the At-will Employment Agreement of Franklin Smith, in the position of District Attorney Investigator, at a salary of \$8,344 for a term of three years.

Background:
The Board of Supervisors starting in early 2013 sought to reduce the cost of the At-will employees as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for At-Will employees who currently are in three different categories or Tiers for compensation packages, and fairly compensate employees who continued employment was sought by the County.

The three Tiers of At-will employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those eligible for performance pay but are eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with At-Will employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier namely no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs primarily for Tier One At-will employees.

The parameters established were:

- Tier 1 employees (Car Allowance and Performance Pay employees) - Combine existing Performance Pay and Car Allowance into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director met and negotiated with those At-Will employees whose contracts were overdue or set to expire. The contracts being presented address individual employee concerns in their agreements as well as implement the Board's direction to reduce costs, equalize treatment among At-Will employees and fairly compensate employees for services rendered. All future At-will contracts will reflect this policy direction.

Discussion

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of At-will employees. This direction will also address concerns about employment stability, inequity among At-will employees and reduce costs.

It is expected that all At-will employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the At-will group will be approximately \$66,000. However, there will be costs associated with greater fleet us; however those costs will also be scrutinized and sought to be reduced on an ongoing basis.

Fiscal Impact

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$8,783	\$8,344	\$439	\$5,270



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RESOLUTION NO. R13-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH FRANKLIN W. SMITH
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

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

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

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt , Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment Of Franklin W. Smith

This Agreement is entered into this 1st day of December, 2013, by and between Franklin W. Smith and the County of Mono.

I. RECITALS

The County wishes to continue to employ Mr. Smith as District Attorney Investigator on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Smith wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 1, 2013, until November 30, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Smith in writing no later than May 30, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Smith shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Smith that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Smith as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing December 1, 2013, Mr. Smith shall continue to be employed by Mono County as District Attorney Investigator, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. Mr. Smith accepts such continued employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to Mr. Smith's employment.
3. Effective December 1, 2013 Mr. Smith's salary shall be \$8,344 per month. The Board may unilaterally increase Mr. Smith's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with the Deputy Sheriff's Association (DSA), this Agreement will be reopened for discussion and potential re-negotiation with respect Mr. Smith's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Smith in good faith, but the County's decision whether or not to grant such additional compensation shall be final and

non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. Smith's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. (Note: Effective December 1, 2013, Mr. Smith shall no longer be entitled to performance pay and furthermore shall no longer be entitled to a monthly vehicle allowance, but rather the County Personnel System, sections 620 through 660, as then in effect, shall apply.)

4. Mr. Smith's employment is not exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, and he shall therefore be entitled to earn overtime or compensatory time-off for work in excess of 40 hours per week in accordance with applicable state and federal laws and County policies. Because he is not an exempt employee, Mr. Smith understands that he will not receive Merit Leave (Administrative Leave).
5. To the extent deemed appropriate by the District Attorney, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Smith's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Smith shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 3.0% at 50 for Mr. Smith), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Smith understands and agrees that this receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Smith cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and

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

8. Consistent with the "at will" nature of Mr. Smith's employment, the District Attorney may terminate Mr. Smith's employment at any time during this agreement, without cause. However, should there be a change in the incumbent holding the office of District Attorney, Mr. Smith's employment shall continue for six (6) months following such change (i.e., following the date when the new District Attorney takes office), unless termination for grounds as specified in Section 2.68.230, B of the County Code or any successor Code provision, as the same may be amended from time to time, is determined by the County Administrative Officer under advice of County Counsel, subject to review with the Board of Supervisors in closed session. In either event, this Agreement shall automatically terminate concurrently with the effective date of the termination. At the conclusion of the six-month period, Mr. Smith's employment shall automatically revert to its prior status of being fully subject to termination without cause by the District Attorney in his discretion. At no time during the six-month period will Mr. Smith acquire permanent status or a property interest in his employment. Mr. Smith understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause (except during the aforementioned six-month period), and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his discretion, take during Mr. Smith's employment. Nevertheless, the parties understand that Mr. Smith has right under the Public Safety Officers Procedural Bill of Rights Act (California Government Code section 3300) and such rights cannot be waived by Mr. Smith's entry into this agreement. The County shall ensure that Mr. Smith receives such rights, but the parties agree that the County is not required to provide Mr. Smith with any form or level of administrative appeal procedures beyond those required by state law.
9. On or before the effective date of any such termination without cause, Mr. Smith shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date)

before this Agreement would have expired, Mr. Smith shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated.

Notwithstanding the foregoing, Mr. Smith shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Smith that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Smith shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Smith shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Smith may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Smith shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Smith. It specifically supersedes the employment agreement between the parties dated August 5, 2011, as amended July 16, 2013 and September 17, 2013. Consistent with Mr. Smith's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Smith may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Smith's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental

statutory (non-contractual) nature of Mr. Smith's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Smith's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

14. Mr. Smith acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Smith further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of December 1, 2013.

Frank Smith

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Employment Agreement – Resolution approving Agreement re Employment Jeff Walters	

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Jeff Walters, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13___, approving a contract with Jeff Walters, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract Monthly Compensation (Inclusive): \$10,336
- 1 New Contract Monthly Compensation: \$10,336
- 1 Difference (Monthly): \$0
- 1 Estimated Annualized Savings: \$0

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5413 / bvanlente@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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-  [Employment Agreement](#)
-  [Resolution](#)
-  [Walters Contract](#)

History

Time	Who	Approval
10/30/2013 4:29 PM	County Administrative Office	Yes
10/30/2013 4:55 PM	County Counsel	Yes
10/30/2013 4:50 PM	Finance	Yes



COUNTY OF MONO – County Administrative Office

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411**

Bill Van Lente
Director, Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director Human Resources/Risk Management
Date: October 30, 2013

Subject:

At-will employment agreement of Jeff Walters

Recommendation:

Approve the At-will Employment Agreement of Jeff Walters, in the position of Acting Public Works Director/Director of Road Operations/Fleet Services, at a salary of \$10,336 for a term of three years.

Background:

The Board of Supervisors starting in early 2013 sought to reduce the cost of the At-will employees as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for At-Will employees who currently are in three different categories or Tiers for compensation packages, and fairly compensate employees who continued employment was sought by the County.

The three Tiers of At-will employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those eligible for performance pay but are eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with At-Will employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier namely no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs primarily for Tier One At-will employees.

The parameters established were:

- Tier 1 employees (Car Allowance and Performance Pay employees) - Combine existing Performance Pay and Car Allowance into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director met and negotiated with those At-Will employees whose contracts were overdue or set to expire. The contracts being presented address individual employee concerns in their agreements as well as implement the Board's direction to reduce costs, equalize treatment among At-Will employees and fairly compensate employees for services rendered. All future At-will contracts will reflect this policy direction.

Discussion

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of At-will employees. This direction will also address concerns about employment stability, inequity among At-will employees and reduce costs.

It is expected that all At-will employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the At-will group will be approximately \$66,000. However, there will be costs associated with greater fleet us; however those costs will also be scrutinized and sought to be reduced on an ongoing basis.

Fiscal Impact

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$10,336	\$10,336	\$0	\$0



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RESOLUTION NO. R13-

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt , Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment Of Jeff Walters

This Agreement is entered into this 5th day of November, 2013, by and between Jeff Walters and the County of Mono.

I. RECITALS

The County wishes to continue to employ Mr. Walters as Acting Public Works Director (PWD)/Director of Road Operations/Fleet Services (Note: Acting PWD until such time as a new PWD is hired) on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Walters wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be November 5, 2013, until November 4, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Walters in writing no later than May 4, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Walters shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Walters that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Walters as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing November 5, 2013, Mr. Walters shall continue to be employed by Mono County as Acting Public Works Director (PWD)/Director of Road Operations/Fleet Services (Note: Acting PWD until such time as a new PWD is hired), serving at the will and pleasure of County Administrative Officer/(Public Works Director once hired) in accordance with the terms and conditions of this Agreement. Mr. Walters accepts such continued employment. The County Administrative Officer/(Public Works Director once hired) shall be deemed the "appointing authority" for all purposes with respect to Mr. Walters' employment.
3. Effective November 4, 2013 Mr. Walters' salary shall be \$10,336.00 per month, such salary including 5% out of class pay while serving as Acting Public Works Director, reduced to \$9,844.00 thereafter. The Board may unilaterally increase Mr. Walters' compensation in its discretion at any time while this Agreement is in

effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Mr. Walters' salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Walters in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. Walters' salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. (Note: Effective November 4, 2013, Mr. Walters shall no longer be entitled to performance pay.)

4. Mr. Walters shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Walters understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Mr. Walters was already entitled to for the 2013 calendar year under his former employment agreement).
5. To the extent deemed appropriate by the County Administrative Officer/Public Works Director once hired, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Walters' full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Walters shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Mr. Walters), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to

time and unilaterally implemented by the County.

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

County has notified Mr. Walters that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Walters shall not be entitled to any severance pay in the event that the County Administrative Officer/Public Works Director once hired, has grounds to discipline him on or about the time he gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Walters shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Walters may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Walters shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Walters. It specifically supersedes the employment agreement between the parties dated November 4, 2011. Consistent with Mr. Walters' uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Walters may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Walters' date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Walters' employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Walters' sole remedy in response to any failure by the County to

comply with this Agreement shall be traditional mandamus.

14. Mr. Walters acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Walters further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of November 5, 2013.

Jeff Walters

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2013 **DEPARTMENT**

ADDITIONAL DEPARTMENTS

TIME REQUIRED

SUBJECT Employment Agreement – Resolution approving Agreement re Employment Stacey Westerlund **PERSONS APPEARING BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Stacey Westerlund, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13___, approving a contract with Stacey Westerlund, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

- 1 Prior Contract monthly compensation (Inclusive): \$7,925
- 1 New Contract Monthly Compensation: \$7,925
- 1 Difference (Monthly): \$0
- 1 Estimated Annualized Savings: \$0

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5413 / (760) 932-5413

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Employment Agreement](#)

 [Resolution](#)

 [Westerlund Contract](#)

History

Time	Who	Approval
10/30/2013 4:16 PM	County Administrative Office	Yes
10/30/2013 4:55 PM	County Counsel	Yes
10/30/2013 4:51 PM	Finance	Yes



COUNTY OF MONO – County Administrative Office

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411**

Bill Van Lente
Director, Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director Human Resources/Risk Management
Date: October 30, 2013

Subject:
At-will employment agreement of Stacey Westerlund

Recommendation:
Approve the At-will Employment Agreement of Stacey Westerlund, in the position of Payroll and Benefits Manger, at a salary of \$7,925 for a term of three years.

Background:
The Board of Supervisors starting in early 2013 sought to reduce the cost of the At-will employees as well as address concerns regarding the use, cost and employee eligibility for the Car Allowance and the Performance Pay. This effort was designed to bring down costs, create an equal set of conditions for At-Will employees who currently are in three different categories or Tiers for compensation packages, and fairly compensate employees who continued employment was sought by the County.

The three Tiers of At-will employees currently are:

- 1) Those which receive the car allowance and are eligible for performance pay;
- 2) Those eligible for performance pay but are eligible for county vehicle use as defined by Personnel Policies Section 620-660;
- 3) Those which neither receive the Car Allowance nor are eligible for performance pay but are able to utilize county vehicles as defined by County Personnel Policies Sections 620-640.

The Board reviewed potential parameters for contract negotiations with At-Will employees then provided direction to the County Administrator and Human Resources Director to negotiate with each employee individually and bring forward a contract which would move all employees into the one consistent tier namely no car allowance; no eligibility for performance pay and eligibility for county car usage under Sections 620-640. In addition, these new contracts would seek to reduce costs primarily for Tier One At-will employees.

The parameters established were:

- Tier 1 employees (Car Allowance and Performance Pay employees) - Combine existing Performance Pay and Car Allowance into base salary and reduce that total by 5%;
- Tier 2 - (Performance Pay Only) – Negotiate a portion or all of performance pay into base salary;
- Tier 3 – (Ineligible for performance pay and car allowance) – No increase in salary.

The CAO and HR Director met and negotiated with those At-Will employees whose contracts were overdue or set to expire. The contracts being presented address individual employee concerns in their agreements as well as implement the Board's direction to reduce costs, equalize treatment among At-Will employees and fairly compensate employees for services rendered. All future At-will contracts will reflect this policy direction.

Discussion

These compensation practice changes will eliminate performance pay, car allowance, and Tiers of At-will employees. This direction will also address concerns about employment stability, inequity among At-will employees and reduce costs.

It is expected that all At-will employees will be under new contracts reflecting these parameters by mid-2014. The annual cost savings from the At-will group will be approximately \$66,000. However, there will be costs associated with greater fleet us; however those costs will also be scrutinized and sought to be reduced on an ongoing basis.

Fiscal Impact

For this employee's agreement, the following table reflects the change, if any, in compensation costs from their prior contract to their current contract in monthly salary and estimated annual savings:

Prior Contract monthly compensation (Inclusive)	New Contract Monthly Compensation	Difference (Monthly)	Estimated Annualized Savings
\$7,925	\$7,925	\$0	\$0



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RESOLUTION NO. R13-

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt , Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment Of Stacey Westerlund

This Agreement is entered into this 1st day of December, 2013, by and between Stacey Westerlund and the County of Mono.

I. RECITALS

The County wishes to continue to employ Ms. Westerlund as Payroll and Benefits Manger on a full-time basis on the terms and conditions set forth in this Agreement. Ms. wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 1, 2013, until November 30, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Westerlund in writing no later than May 30, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Westerlund shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Westerlund that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Westerlund as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing December 1, 2013, Ms. Westerlund shall continue to be employed by Mono County as Payroll and Benefits Manger, serving at the will and pleasure of the Director of Finance in accordance with the terms and conditions of this Agreement. Ms. Westerlund accepts such continued employment. The Director of Finance shall be deemed the "appointing authority" for all purposes with respect to Ms. Westerlund's employment.
3. Effective December 1, 2013, Ms. Westerlund's salary shall be \$7,925.00 per month. The Board may unilaterally increase Ms. Westerlund's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Westerlund's salary. During such negotiations the County shall consider and discuss the issue of

increased compensation with Ms. Westerlund in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Ms. Westerlund's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. (Note: Effective December 1, 2013, Ms. Westerlund shall no longer be entitled to performance pay.)

4. Ms. Westerlund shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Westerlund understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Ms. Westerlund was already entitled to for the 2013 calendar year under her former employment agreement).
5. To the extent deemed appropriate by the Director of Finance, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Westerlund's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Westerlund shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Ms. Westerlund) CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Westerlund understands and agrees that this receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code

provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Westerlund cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Westerlund’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the “at will” nature of Ms. Westerlund’s employment, the Director of Finance may terminate Ms. Westerlund’s employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Westerlund understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Director of Finance may, in her discretion, take during Ms. Westerlund’s employment.
9. On or before the effective date of any such termination without cause, Ms. Westerlund shall receive as severance pay a lump sum equal to six months’ salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Westerlund shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Westerlund shall receive severance pay equal to six months’ salary in the event that termination occurs after the County has notified Ms. Westerlund that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties’ failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, “salary” refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Westerlund shall not be entitled to any severance pay in the event that the Director of Finance has grounds to discipline her on or about the time she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Westerlund shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Westerlund may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Westerlund shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Westerlund. It specifically supersedes the employment agreement between the parties dated July 15, 2011 as amended July 9, 2013 and September 17, 2013. Consistent with Ms. Westerlund's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Westerlund may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Westerlund's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Westerlund's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Westerlund's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Ms. Westerlund acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms.

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

III. EXECUTION:

This Agreement shall be deemed executed as of December 1, 2013.

Stacey Westerlund

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	9:30 AM Public Hearing / 45 minutes (15 minute presentation, 30 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Brent Calloway
SUBJECT	General Plan Amendment 13-002 / Central Business Parking Districts		

AGENDA DESCRIPTION:

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

Public hearing regarding General Plan Amendment 13-002 / Central Business Parking Districts & Minor Countywide Parking Regulations Update.

RECOMMENDED ACTION:

The Mono County Planning Commission recommends in Resolution R13-04 that the Board of Supervisors: 1) Adopt Addendum 13-01 to the Mono County General Plan EIR; and, 2) Adopt Resolution R13-__ Approving General Plan Amendment 13-002: Central Business Parking Districts & Minor Countywide Parking Regulations Update.

FISCAL IMPACT:

None.

CONTACT NAME: Brent Calloway

PHONE/EMAIL: 760-924-1809 / bcalloway@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

 [Attachment](#)

History

Time	Who	Approval
10/30/2013 3:53 PM	County Administrative Office	Yes
10/31/2013 8:24 AM	County Counsel	Yes
10/29/2013 6:57 PM	Finance	Yes

Mono County Community Development Department

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

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

November 5, 2013

To: Honorable Chair and Members of the Board of Supervisors

From: Brent Calloway, Associate Analyst

Subject: General Plan Amendment 13-002 / Central Business Parking Districts & Minor Countywide Parking Regulations Update

RECOMMENDED ACTION

The Mono County Planning Commission recommends in Resolution R13-04 that the Board of Supervisors:

1. Accept Addendum 13-01 to the Mono County General Plan EIR
2. Adopt Resolution R13-__ Approving General Plan Amendment 13-002: Central Business Parking Districts & Minor Countywide Parking Regulations Update.

BACKGROUND

This General Plan Amendment would add a section to Chapter 6 (Parking) of the Land Use Element allowing for reduced minimum parking requirements and greater flexibility in allowed measures to meet parking demand within defined "Central Business Parking Districts." These districts include the historic, main-street oriented, commercial land use designations of the Bridgeport Townsite, Lee Vining, and June Lake Village. In addition, the entire chapter has been revised and reformatted for clarity and ease of use.

The amendment was refined through several workshop sessions with the Planning Commission and Board of Supervisors and all relevant RPACs. A public hearing was held at the July 11 meeting of the Planning Commission and continued to the October 10 meeting after a second round of RPAC workshops.

A detailed analysis of the changes proposed by the General Plan Amendment is provided in the attached Planning Commission staff report. Changes made to the chapter based upon direction from the Planning Commission at the October 10 public hearing are described below:

1. Change title of table 06.020 from "Driveway and Stall Paving Requirements" to "Driveway Paving Requirements" and add "or approved semi-pervious" language to allowable driveway surfaces.
2. Clarify 06.070 Joint use provisions.

GENERAL PLAN CONSISTENCY

The amendment is consistent with many policies of the General Plan, including the following countywide policies addressing commercial development and community-specific policies directly addressing the need for reduced parking regulations and flexibility:

Land Use Element, Countywide Policies

Objective D

Policy 2: Commercial uses should be developed in a compact manner; commercial core areas should be established / retained in each community area, and revitalized where applicable.

Action 2.1: Orient new commercial development in a manner that promotes pedestrian use, avoid strip commercial development.

Objective H

Policy 1: Land use designations shall provide sufficient land for economic development of community areas.

Policy 5: Promote diversification and continued growth of the county's economic base.

Action 5.2 Support the retention and expansion of all viable retail trade, consumer and business establishments.

Circulation Element, Mono Basin Policies

Objective C Policy 2, *Action 2.2* Consider amendments to the Mono County parking requirements for commercial uses in Lee Vining, such as reducing the number of required parking spaces and relaxing paving requirements.

Circulation Element, June Lake Policies

Objective J Policy 4: Review and update County parking requirements to provide greater flexibility for the June Lake Main Street...

CEQA COMPLIANCE

An Addendum to the county General Plan EIR has been prepared for this project.

ATTACHMENTS

Planning Commission Staff Report

Proposed Land Use Element Chapter 06 – Parking

Existing Chapter 06 – Parking

EIR Addendum 13-01

EIR attachment

PC Resolution R13-04

BOS Resolution R13 - ___

Mono County Community Development Department

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

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

October 10, 2013

To: Planning Commission

From: Brent Calloway, Associate Analyst

Subject: General Plan Amendment 13-002 / Chapter 06 Parking Update

RECOMMENDED ACTION

Adopt Resolution R13-04, accepting Addendum 13-01 to the Mono County General Plan EIR, and recommending adoption of General Plan Amendment 13-002 by the Mono County Board of Supervisors.

BACKGROUND

County parking requirements within the three central business districts of Bridgeport, Lee Vining and June Lake are being evaluated as a part of the General Plan update and Scenic Byway planning process. The purpose of this evaluation is to: 1) consider potential amendments to balance off-street parking requirements with existing community context and character; and 2) provide flexibility in allowing alternative means of addressing parking demand in an effort to encourage more economically productive land uses.

Workshops were held with the Planning Commission on Jan 10, 2013, and Board of Supervisors on Feb. 19, 2013, to introduce the project, give background information, provide examples from other jurisdictions and solicit direction regarding desired changes. As a result of the workshops, staff was directed to: clarify the purpose for changes; limit the amendment to established central business districts in Bridgeport, Lee Vining and June Lake; focus on simplicity and flexibility in the regulations; expedite the amendment; and consult with applicable Regional Planning Advisory Committees (RPACs). Following this Board of Supervisors and Planning Commission direction, refined concepts were presented at RPAC workshops (May 16 in Bridgeport, June 4 in June Lake, and June 12 in Lee Vining).

A General Plan Amendment hearing presenting the refined concept was brought to the Planning Commission at the July 11th meeting. The outcome of the July 11th hearing was a desire to bring the concept back to the RPACs to ensure their understanding and support and continuation of the GPA hearing to a later date.

The concept was further discussed at the Bridgeport RPAC (July 18) June Lake CAC (Aug. 6) and Mono Basin RPAC (Aug. 14). All three RPACs continue to support the concept and small refinements were made after this second round of discussions, including an expanded district area in June Lake and a clarification of the Change of Use policy.

Central Business Parking District Reduced Requirements

The first component of the amendment proposes reducing minimum off-street, non-overnight commercial parking requirements in established Central Business Parking Districts (CBPD) by either 40% or 50%. The areas affected are within the commercial land use designation in the Bridgeport town site, Lee Vining town site and the Commercial, Mixed Use and Commercial Lodging land use designations of the June Lake village. This reduction assumes that our parking regulations are intended for rural/suburban development forms and do not take into account the existing characteristics of the three central business districts that reduce parking demand. These characteristics include street parking availability, compact

and walkable districts with a mix of commercial services and land uses, proximity to tourist-serving nightly rentals, and historic /distinctive buildings.

In an effort to maintain simplicity with the regulations, an across-the-board, district-wide reduction in parking requirement is proposed. The proposed amendment would reduce parking requirements by 40% within the June Lake village and Lee Vining central business districts, and by 50% within the Bridgeport district. The Bridgeport reduction is higher due to the increased availability of street parking within the community.

Change of Use

A second significant component of the amendment concerns required parking spaces for a change in use. Currently, when a building's use is changed to a use with a greater parking requirement, the new use is required to comply with the current parking regulations. The proposed amendment would still require compliance with current regulation, however additional parking would be required only in an amount equal to the difference between the parking required of the new use and the parking required of the prior use regardless of current existing supply. This component would allow great flexibility for parcels to meet parking requirements when changing use, and allow parcels that currently do not meet parking requirements or have very limited parking to still pursue a change in use.

Alternative Parking Measures

A third component allows additional flexibility with a Parking Management Plan for projects unable to meet on-site parking requirements. This component permits a project applicant to submit a Parking Management Plan proposing alternative measures for meeting parking demand. The plan would be reviewed by staff and either approved by the director in conjunction with a Director Review permit or by the Planning Commission in conjunction with a Use Permit, depending upon the scale of the project and the alternative measures proposed. Alternative measures approvable by a Director Review or Use Permit may include:

1. Off-site parking up to 1,320 feet from project. Currently, off-site parking is allowed only within 300 feet of a project, greatly limiting the ability to utilize this alternative option and eliminating the possibility of utilizing parking lots on the periphery of the central business districts.
2. Alternative parking stall dimensions for up to 40% of required spaces. Currently, there is no provision to allow for reduced parking stall dimensions.
3. The ability to utilize tandem parking for employees and other longer-term parking requirements. Currently, tandem parking is prohibited for all commercial parking requirements.
4. The ability to utilize off-site shared parking. Currently, joint or "shared" parking is permitted only when located on the same site, this provision would allow off-site joint parking within and near the central business districts.
5. The reduction of one required space when bicycle or shower facilities or other means of encouraging alternative transportation approved by the director or Planning Commission is provided. In addition to encouraging alternative transportation use within the central business districts, this provision would allow the reduction of one required space, allowing some flexibility for minor intensity increases when no other alternative measures are possible.

Additional Countywide Revisions

In addition to the Central Business Parking District section, the entire parking chapter has been re-organized for clarity, and revised to better reflect current planning practices. Most of the changes are formatting/organizational and do not result in regulatory changes. A few changes, however, do have a minor effect on countywide parking requirements and are summarized below.

1. Added “Establishment of use” as a trigger for parking requirements; this term will be further defined in the comprehensive General Plan Update.
2. Eliminated requirement for second parking space for lodging units with kitchens.
3. Combined Elementary and High School requirements into “Schools and Academies.” simplified parking requirement from 1.5 and 2.5 spaces per classroom to two spaces per classroom.
4. Eliminated hospitals from table (unique use to be determined by the Planning Commission).
5. Eliminated social care facilities and health service facilities from table (typically considered general services unless very unusual and therefore determined by the Planning Commission).
6. Eliminated bulk retail from table (covered by wholesale sales).
7. Combined “restaurants, fast food” and “restaurants, bars”; simplified requirement to include only seats and employees.
8. Added “food carts” to “restaurants, bars” category.
9. Added “automobile repair” to “service stations” category.
10. Eliminated “bowling alleys, billiard halls” (unique use to be determined by Planning Commission).
11. Eliminated shopping center landscaping incentive.
12. Clarified 20% lot coverage incentive when pervious surfaces are used for required paving.
13. Clarified that fractional spaces greater than .51 shall be rounded up when calculating required spaces.

CEQA COMPLIANCE

An addendum to the county General Plan EIR has been prepared for this project. The impacts of the proposed project will not result in a substantive change to the number of significant effects, severity of effects, or the feasibility and/or effectiveness of applicable mitigation measures or alternatives previously addressed in the General Plan EIR.

ATTACHMENTS

- Proposed Land Use Element Chapter 06 – Parking
- Existing Chapter 06 – Parking
- EIR Addendum 13-01
- EIR attachment
- Resolution R13-04

DEVELOPMENT STANDARDS

CHAPTER 06 – PARKING

Sections.

06.010	Applicability.
06.020	Development.
06.030	Parking stall size.
06.040	Accessibility requirements.
06.050	On site.
06.060	Off site.
06.070	Joint use.
06.080	Paving, striping and driveway improvement standards
06.090	Central Business Parking Districts.
06.100	Required number of spaces.

06.010 Applicability.

- A. The standards for providing parking shall apply at the time of erection of any building or establishment of any use. These standards shall also be complied with when an existing building is altered or enlarged by the addition of dwelling units or guest rooms, or where the use is intensified, including the addition of floor space, seating capacity, or when changed to a use requiring additional parking.
- B. No parking area or parking space which has been established for the purpose of complying with the provisions of this chapter shall hereafter be relinquished or reduced, unless equivalent spaces are provided as, approved by the director or commission.

06.020 Development.

- A. Any land hereafter used for parking lots, or car or trailer sales lots, shall be developed with paving, drainage and painting according to the specifications of the county Planning Division and Department of Public Works. Lighting, wheel stops and other parking features not specified by this chapter or other uniform regulations shall be as determined by the commission.
- B. All parking spaces shall be paved except as shown in Table 06.020.
- C. All parking spaces, whether in a garage or open area, shall be located to be accessible and usable for the parking of motor vehicles. The minimum turning radius shall be 25 feet.
- D. The method of providing parking shall be clearly shown on any site plan or building plan submitted for consideration.
- E. Tandem parking is prohibited for all multiple residential, commercial, and industrial projects unless specified in an approved Parking Management Plan and

within a Central Business Parking District. Tandem parking is allowed for SFRs and Accessory Dwelling Units.

- F. Modification of Requirements. The Planning Commission or director may modify the parking and driveway standards of this section when findings can be made that the modification provides incentive for and benefit to non-residential development and facilitates access by patrons of public transit facilities.

06.030 Parking stall size.

- A. Covered parking. The minimum size of parking spaces shall be 9 feet in width by 20 feet in length.
- B. Uncovered parking. The minimum size of parking spaces shall be 10 feet in width by 20 feet in length; in areas below 7,000' in elevation, the parking stall dimensions may be reduced to 9' x 18'. If a finding of necessity can be made for parking spaces directly accessed from a street, then the length of the parking space shall be 33 feet.
- C. Parking stall size may be reduced as specified in an approved Parking Management Plan and within a Central Business Parking District.
- D. Angled parking dimensions are detailed in Figure 060.010

06.040 Accessibility requirements.

- A. Individual accessible parking
The minimum size shall be 14 feet wide lined to provide a 9-foot parking space and a 5-foot loading area, by 20 feet in length.
- B. Double
For two accessible parking spaces, the minimum size shall be 23 feet wide lined to provide two 9-foot parking spaces and one 5-foot loading area shared between the spaces.
- C. Signage
All accessible parking shall be signed with surface identification symbol and with either a wall-mounted or freestanding sign in accordance with the provisions of Title 24, 2-33240.
- D. Number required
Accessible spaces are required at a rate of one space for each 25 required spaces or fraction thereof.
- E. Applicability
Accessible parking requirements are not applicable to existing facilities unless the occupancy is changed.

06.050 On site.

All parking spaces shall be on site unless provided in accordance with the provisions of Section 06.060.

06.060 Off site.

- A. When parking is to be provided off the regularly subdivided lot on which the structure or uses or portions thereof are located, the owner or lessee of record shall furnish satisfactory evidence to the director that he owns or has available sufficient property to provide the minimum parking required by this chapter.
- B. When parking is to be provided on property other than that being developed or used, there shall have been recorded in the office of the county recorder, prior to the issuance of any permit to construct, erect, add to or alter, a covenant executed by the owners of the property for the benefit of the County in a form approved by the County Counsel to the effect that the owners shall continue to maintain such parking so long as such structure, improvement or use exists. Such covenant shall also recite that the title to and right to use the lots upon which the parking space is to be provided will be subservient to the title to the premises upon which the structure is to be erected or the use maintained and shall warrant that such lots are not and will not be made subject to any other covenant or contract for such use without the prior written consent of the County.

06.070 Joint use.

Joint use of parking facilities on the same site may be allowed under the following conditions:

- A. When there is no conflict at time of use; and
- B. When there is sufficient parking for all uses at any particular time.
- C. When utilized off-site within a central business parking district, the applicant shall provide evidence to the commission that no substantial time of use conflicts will occur. Time of use sharing may be allowed between businesses with non-conflicting set day, evening or nighttime hours of operation or set weekday and weekend hours of operation.

06.080 Paving, striping and driveway improvement standards.

- A. All parking and driveway areas shall be paved except as provided in Table 060.020
- B. All paved parking spaces shall be striped in accordance with the approved parking layouts shown in Figure 6.010.
- C. Driveways shall comply with applicable provisions of the Fire Safe Standards in Chapter 22 and the county Roadway Standards.
- D. When considering lot coverage square footage calculations, required surface paving may be counted at 80% of actual value when pervious surface systems are used. An additional reduction may be granted if engineered plans demonstrate a permeability factor greater than 20%.

06.090 Central Business Parking Districts.

Portions of the Bridgeport town site, June Lake village and community of Lee Vining have been designated as Central Business Parking Districts (figures 06.020). The purpose of these districts is to balance off-street parking requirements with existing community context and character, and provide flexibility in allowing alternative means of addressing parking demand to encourage more economically productive land uses.

A. Minimum Off-Street Requirements

Within the June Lake and Lee Vining central business parking districts, 60% of minimum off-street parking requirements for non-overnight commercial uses in accordance with Table 06.010 shall be required. Within the Bridgeport central business district 50% of minimum off-street parking requirements for non-overnight commercial uses in accordance with Table 06.010 shall be required.

B. Change of Use

If a new use of a building requires greater off-street parking than the previous use, additional off-street parking is required in an amount equal to the difference between the parking required of the new use and the parking required of the old use, regardless of the existing parking supply.

C. Alternative Parking Allowed Subject to Director Review or Use Permit

The planning director may approve a parking management plan subject to a Director Review permit when the plan incorporates any one or more of the following alternative parking measures. The Planning Commission may approve a parking management plan subject to a Use Permit when the plan incorporates any one or more of the following alternative parking measures.

1. Off-site parking in compliance with section 060.060 exceeding 300 feet from project location but no farther than 1,320 feet.
2. Alternative parking space dimensions (not less than 8'x16' or angled equivalent) allowed for up to 40% of required spaces.
3. Tandem parking utilized for employee or longer-term parking requirements.
4. Off-site joint use (shared) parking with any other parcel within 300 feet of the central business parking district when in conformance with sections 06.060 and 06.070.
5. A maximum of one required off-street parking space may be substituted for four bicycle parking spaces, employee shower facilities, or other equivalent alternative transportation measure or other measure that reduces district-wide parking demand as approved by the director or commission.

06.100 REQUIRED NUMBER OF SPACES

TABLE 06.010

Residential Unit	Two spaces per unit. Three spaces required for SFR in June Lake. Tandem parking allowed for SFR and Accessory Units.
Guest Parking for Multi-Family	One space for each six units, no less than two.
Guest Parking for Mobile Home Parks	One space for each 10 lots.
Commercial Lodging	One space per sleeping room plus one space for each two employees on largest shift.
Public Assembly (e.g., churches, theaters, community centers)	One space for each four seats, no less than one space for each 100 sq. ft. of largest room.
General Retail, Services & Offices	One space for each 200 sq. ft. of gross leasable floor area. No less than two spaces.
Restaurants, Bars & Food Carts	One space for each three seats plus one space for each employee on largest shift.
Warehouse, wholesale stores	One space for each 1000 sq. ft.
Manufacturing & Industrial Uses	Two spaces for each three employees on largest shift, not less than one space for each 1,000 sq. ft. of gross floor area.
Schools, Academies	Two spaces for each classroom.
Service Stations, Automobile Repair	Two spaces for each working bay plus one space for each employee on largest shift.
Car Wash	One space for each bay.
Other	For any uses not specifically mentioned herein, the commission shall determine the number or amount of parking required.

NOTES

1. Density bonuses are available for enclosed, covered parking, including underground or understory parking.
2. Fractional parts from 0.51 to 0.99 shall be rounded to the next higher number when calculating required spaces.
3. "Gross leasable floor area" or "gross floor area" means the total floor area, not counting hallways, bathrooms or storage/utility.

TABLE 06.020: DRIVEWAY ~~AND STALL~~ PAVING REQUIREMENTS

Land Use	Lot Size	Paved Access Road	Dirt or Gravel Access Road
Single-family residential	Less than 1/2 acre	Asphalt or similar impervious <u>or approved semi-pervious</u> surface	Graded dirt or gravel
Single-family residential	1/2 acre or more	Graded dirt or gravel	Graded dirt or gravel
Multiple-family residential	All sizes	Asphalt or similar impervious <u>or approved semi-pervious</u> surface	Graded crushed rock or gravel
Commercial	All sizes	Asphalt or similar impervious <u>or approved semi-pervious</u> surface	Graded crushed rock or gravel
Industrial	All sizes	Asphalt or similar impervious <u>or approved semi-pervious</u> surface	Graded crushed rock or gravel

FIGURE 06.010: EXAMPLE PARKING STALL DIMENSIONS

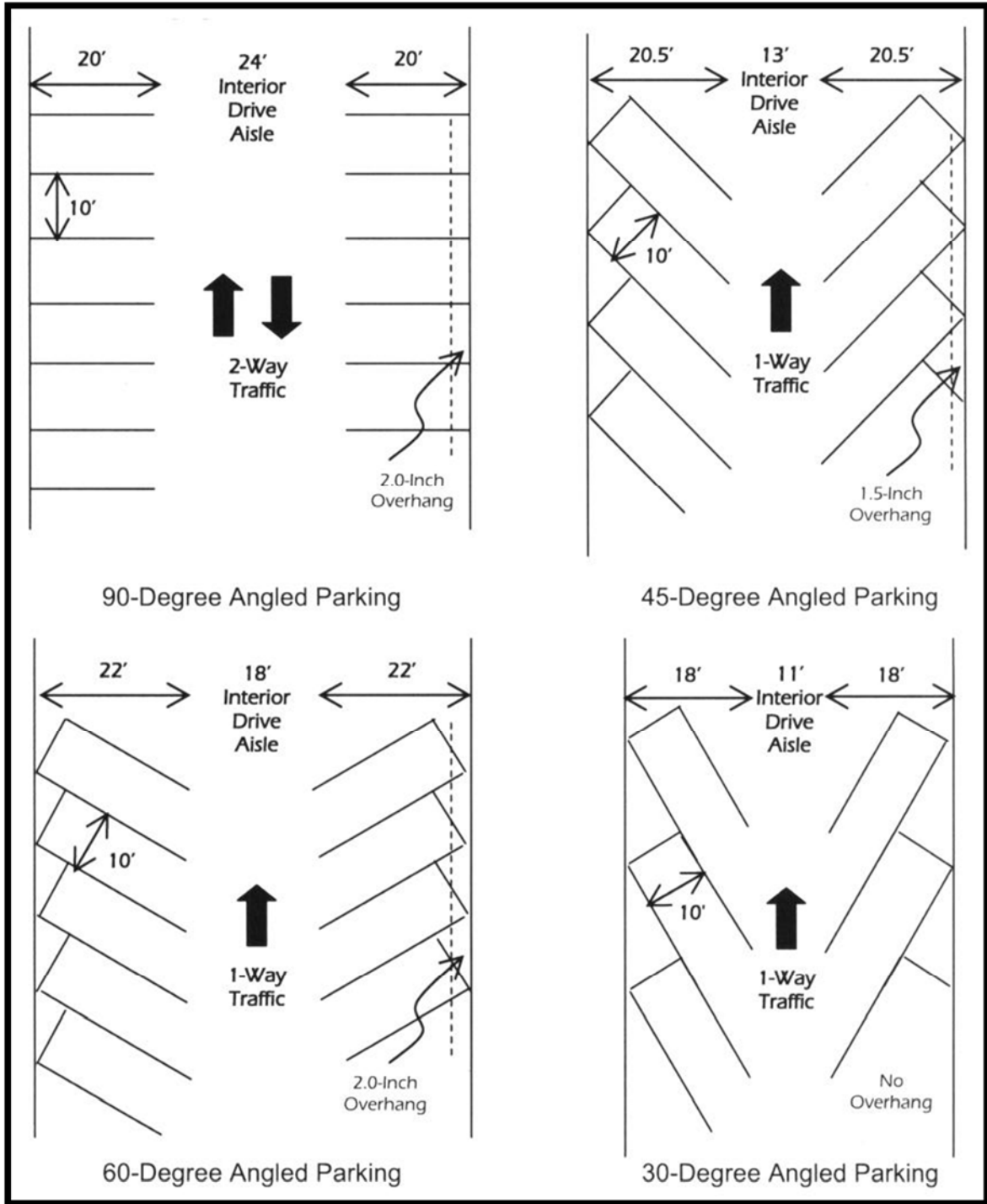
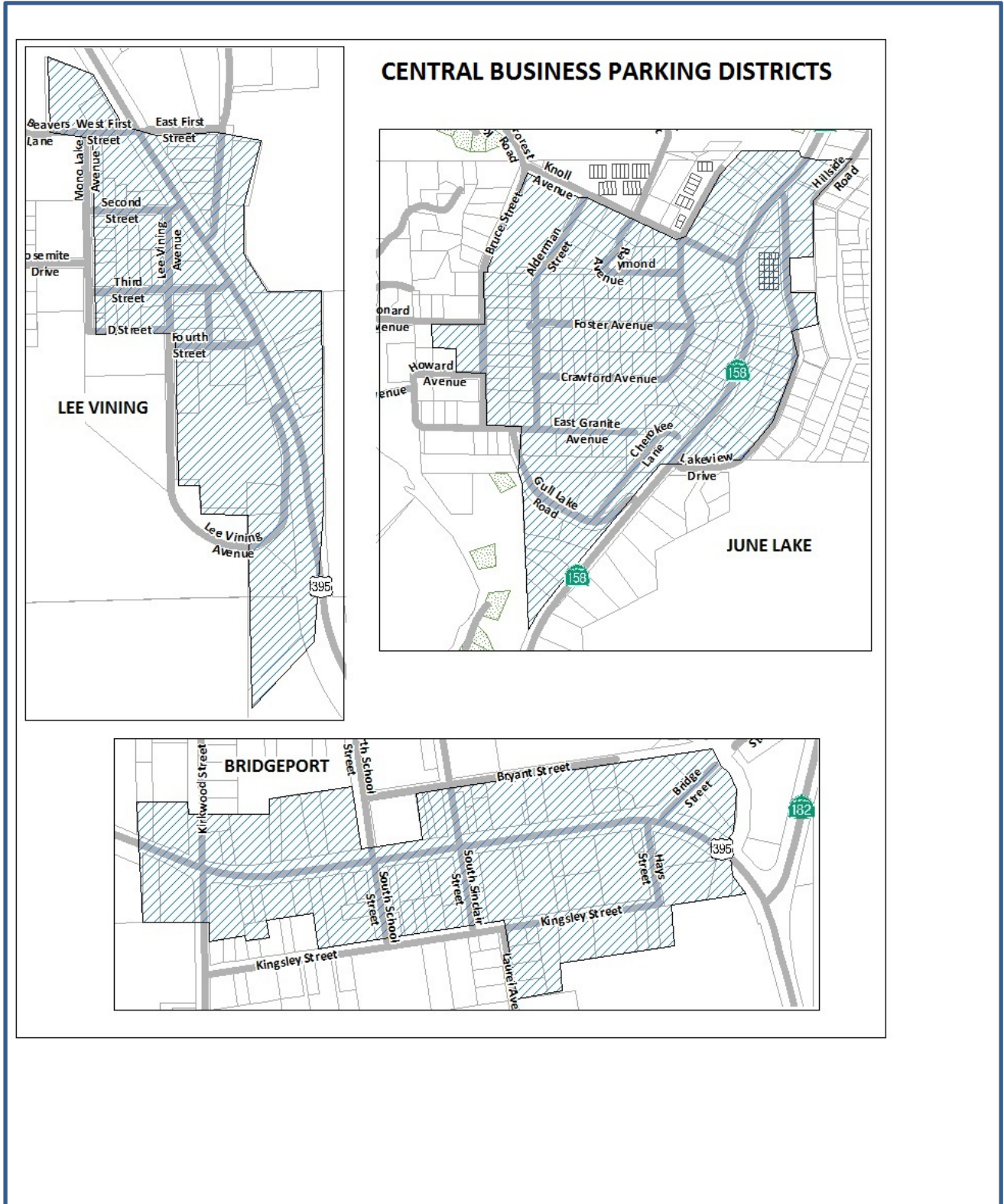


FIGURE 06.020: CENTRAL PARKING DISTRICTS



DEVELOPMENT STANDARDS

CHAPTER 06 – PARKING

Sections.

06.010	Minimum parking requirements.
06.020	Development.
06.030	Accessibility.
06.040	Tandem parking.
06.050	Parking size.
06.060	Parking layout.
06.070	Handicapped requirements.
06.080	On site.
06.090	Off site.
06.100	Joint use.
06.110	Minimum requirements.

06.010 Minimum parking requirements.

- A. The standards for providing parking shall apply at the time of erection of any main building or when off-site parking is established. These standards shall also be complied with when an existing building is altered or enlarged by the addition of dwelling units or guest rooms, or where the use is intensified by the addition of floor space, seating capacity, seats, or changed to a use requiring additional parking.
- B. No parking area or parking space which is provided for the purpose of complying with the provisions of this chapter shall hereafter be relinquished, reduced or altered in any manner below the requirements established herein, unless equivalent spaces are provided elsewhere, the location of which is approved by the Commission.

06.020 Development.

- A. Any land hereafter used for parking lots, or car or trailer sales lots shall be developed with paving, drainage and painting (lighting and wheel stops as determined by the Commission) according to the specifications of the county departments of Planning and Public Works.
- B. All parking spaces shall be paved except as shown in the Table 06.010.
- C. Modification of Requirements. The Planning Commission or Director may waive, modify or increase the parking and driveway standards of this section. The requirements in Table 06.010 are minimums.

06.030 Accessibility.

All parking spaces, whether in a garage or open area shall be located to be accessible and usable for the parking of motor vehicles. The minimum turning radius shall be 25 feet.

06.040 Tandem parking.

Tandem parking is prohibited for all multiple residential, commercial, and industrial projects.

06.050 Parking size.

- A. Covered parking. The minimum size of parking spaces shall be 9 feet in width by 20 feet in length.

- B. Uncovered parking. The minimum size of parking spaces shall be 10 feet in width by 20 feet in length; in areas below 7,000' in elevation, the parking stall dimensions may be reduced to 9' x 18'. If a finding of necessity can be made for parking spaces directly accessed from a street, then the length of the parking space shall be 33 feet.

06.060 Parking layout.

The method of providing parking shall be clearly shown on any site plan or building plan submitted for consideration.

06.070 Handicapped requirements.

- A. Individual handicapped parking
The minimum size shall be 14 feet wide lined to provide a 9-foot parking space and a 5-foot loading area, by 20 feet in length.

- B. Double.
For two handicapped parking spaces, the minimum size shall be 23 feet wide lined to provide two 9-foot parking spaces and one 5-foot loading area shared between the spaces.

All handicapped parking shall be signed with surface identification symbol and with either a wall mounted or freestanding sign in accordance with the provisions of Title 24, 2-33240.

All parking shall be designed and maintained to permit full utilization of all spaces shown on the submittal. Covered parking may be incorporated in the design of the main building or buildings or may be permitted in separate parking structures.

06.080 On site.

All parking spaces shall be on site unless provided in accordance with the provisions of Section 06.090.

06.090 Off site.

- A. When parking is to be provided off the regularly subdivided lot on which the structure or uses or portions thereof are located, the owner or lessee of record shall furnish satisfactory evidence to the Director that he owns or has available sufficient property to provide the minimum parking required by this chapter.

- B. When parking is to be provided on property other than that being developed or used, there shall have been recorded in the office of the county recorder, prior to the issuance of any permit to construct, erect, add to or alter, a covenant executed by the owners of the property for the benefit of the County in a form approved by the County Counsel to the effect that the owners shall continue to maintain such parking so long as such structure, improvement or use exists. Such covenant shall also recite that the title to and right to use the lots upon which the parking space is to be provided will be subservient to the title to the premises upon which the structure is to be erected or the use maintained and shall warrant that such lots are not and will not be made subject to any other covenant or contract for such use without the prior written consent of the County.

In the event the owners of such structure should thereafter provide parking space equal in area and under the same conditions as to ownership upon the lot or lots other than the premises made subservient in a prior such covenant, the County will, upon written application, accompanied by a filing of a similar covenant, release such original subservient premises from such prior covenant.

06.100 Joint use.

Joint use of parking facilities on the same site may be allowed under the following conditions:

- A. When there is no conflict at time of use;
- B. When there is sufficient parking for all uses at any particular time.

06.110 Minimum requirements.

The following off-street parking requirements shall apply to all buildings, new uses commenced and to any areas of expanded uses commenced after the effective date of this ordinance. For any uses not specifically mentioned herein, the Commission shall determine the number or amount of parking required. All facilities shall be on site unless specified differently.

TABLE 06.010: PARKING SPACE REQUIREMENTS

Land Use	Number of Parking Spaces Required
Single family residences, duplexes, & multi-family residences	Two spaces per unit (either covered or uncovered), plus two spaces for manager's unit. NOTE: In June Lake, single-family residences require three parking spaces.
Accessory Dwelling Units	Two spaces per unit, in addition to that required for the primary unit. The spaces shall be side by side, not tandem. Tandem parking may be considered if all other requirements are met (see § 16.050 F. Standards for Accessory Dwelling Units).
Guest parking for multi-family residences	
4-50 units	One space per each six units or fraction thereof, but not less than two spaces.
51-150 units	One space per each eight units or fraction thereof, but not less than 8 spaces.
151+ units	One space per each 10 units or fraction thereof, but not less than 18 spaces.
Mobile-home parks	Two spaces per unit plus one guest space for each 10 mobile-home lots or fraction thereof.
Commercial lodging; e.g., motels, hotels, bed-and-breakfast, rooming & boarding houses	One space per each sleeping room plus one space for each two employees on largest shift, plus two spaces for managers unit. One extra space for each unit with kitchen.
Public assembly facilities; e.g., churches, community centers, lodges, theaters, auditoriums, arenas	One space for each four seats, but not less than one space for each 100 sq. ft. of floor area of the largest meeting room.
Elementary schools	One and one-half spaces for each classroom and office.
High schools	Two and one-half spaces for each classroom and office.
Hospitals	One space per bed plus one space per doctor, plus one space for each two employees on the largest shift.
Social care facilities	One space for each four beds or fraction thereof, plus one space for each two employees.
Health service facilities; e.g., medical and dental offices	Five spaces for each doctor or doctor's office.

TABLE 06.010: PARKING SPACE REQUIREMENTS - continued

Land Use	Number of Spaces Required
Retail stores, services and offices	One space for each 200 sq. ft. of gross leasable floor area but not less than two spaces for each occupancy; may be off site within 300' when approved by the Commission or Director.
Bulk retail sales with a minimum of 7,000 sq. ft. or greater	One space for each 650 sq. ft. of gross leasable floor area or fraction thereof; or one space for each 400 sq. ft. of gross leasable floor area or fraction thereof; may be off site within 300' when approved by the Commission.
Restaurants (fast food)	One space for each three seats; plus one space for each 17 sq. ft. of waiting (ordering) area, plus one space for each 40 seats or fraction thereof for fast food restaurants with a drive-up window; plus one space for each two employees on the largest shift or one space for each 250 sq. ft. of floor area not used for seating or assembly, whichever is larger.
Restaurants, bars, cocktail lounges	One space for each three seats, but not less than one space for each 100 sq. ft. of floor area where customers are served; plus one space for each 250 sq. ft. of floor area not used for seating or assembly, whichever is larger; plus one space for each employees on the largest shift
Service stations	Two spaces for each working bay plus one space for each employee on the largest shift.
Bowling alleys, billiard halls	Five spaces per lane and/or two spaces per table, plus one space for each two employees on the largest shift.
Warehousing, wholesale stores	One space for each 1,000 sq. ft. of gross floor area or fraction thereof; may be off site within 300' when approved by the Commission or the Director.
Manufacturing, industrial uses, heavy commercial use; e.g., lumber yards, cabinet shops, electrical, plumbing and heating shops, bottling plants, distribution centers, storage and warehousing	Minimum of two spaces for every three employees on the largest shift, but not less than one space for each 1,000 sq. ft. of gross floor area; may be provided off site within 300' when approved by the Commission.

TABLE 06.010: PARKING SPACE REQUIREMENTS - continued

Land Use	Number of Spaces Required																									
Car wash	One space per bay.																									
Shopping centers, malls	A single commercial development project can obtain a reduction of 20% of the number of parking spaces in excess of 200, provided 100 sq. ft. of landscaping, above and beyond other requirements is provided for each parking space reduced. Motels, hotels and combined commercial residential developments are specifically excluded from the described reduction.																									
Handicapped parking	<table border="0"> <thead> <tr> <th>Total # of Parking Spaces</th> <th>Handicapped Spaces Required</th> </tr> </thead> <tbody> <tr> <td>1 - 25</td> <td>1</td> </tr> <tr> <td>26 - 50</td> <td>2</td> </tr> <tr> <td>51 - 75</td> <td>3</td> </tr> <tr> <td>76 - 100</td> <td>4</td> </tr> <tr> <td>101 - 150</td> <td>5</td> </tr> <tr> <td>151 - 200</td> <td>6</td> </tr> <tr> <td>201 - 300</td> <td>7</td> </tr> <tr> <td>301 - 400</td> <td>8</td> </tr> <tr> <td>401 - 500</td> <td>9</td> </tr> <tr> <td>501 - 1,000</td> <td>2% of total</td> </tr> <tr> <td>1,001 and over</td> <td>20, plus one for each 100 over 1,000</td> </tr> </tbody> </table>	Total # of Parking Spaces	Handicapped Spaces Required	1 - 25	1	26 - 50	2	51 - 75	3	76 - 100	4	101 - 150	5	151 - 200	6	201 - 300	7	301 - 400	8	401 - 500	9	501 - 1,000	2% of total	1,001 and over	20, plus one for each 100 over 1,000	
Total # of Parking Spaces	Handicapped Spaces Required																									
1 - 25	1																									
26 - 50	2																									
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201 - 300	7																									
301 - 400	8																									
401 - 500	9																									
501 - 1,000	2% of total																									
1,001 and over	20, plus one for each 100 over 1,000																									
1. Handicapped spaces count as a portion of the total number of parking spaces required.																										
2. Not applicable to existing facilities unless occupancy is changed.																										
3. Handicapped spaces shall be provided, designed and signed in conformance to Title 24 of the California Administrative Code.																										

NOTES

1. Density bonuses are available for enclosed, covered parking, including underground or understory parking.
2. Fractional parts from 0.5 to 0.9 may be rounded to the next higher number when calculating required spaces.
3. "Gross leasable floor area" or "gross floor area" means the total floor area, not counting hallways, bathrooms or storage/utility

TABLE 06.020: PARKING STANDARDS – STALL, SIZE, PAVING, STRIPING

PARKING STALL DIMENSIONS – minimum requirements	
Covered Parking, Carport	9' wide x 20' long.
Minimum turning radius	Must have a turning radius of at least 25'.
Uncovered Parking	10' wide x 20' long. Below 7,000' elevation, the required dimensions may be reduced to 9' x 18'. If a finding of necessity can be made for parking spaces accessed directly from a street, the required length of the parking space shall be 33'.
Individual Handicapped Spaces	13' wide, lined to provide an 8' parking space and a 5' access aisle; 20' long.
Double Handicapped Spaces	21' wide, lined to provide two 8' parking spaces and one 5' access aisle shared between the spaces; 20' long.

STRIPING REQUIREMENTS
All paved parking spaces shall be striped in accordance with the approved parking layouts shown in Figure 6.020.
All handicapped parking shall be signed with a surface identification symbol and with either a wall-mounted or freestanding sign in accordance with the provisions of Title 24.

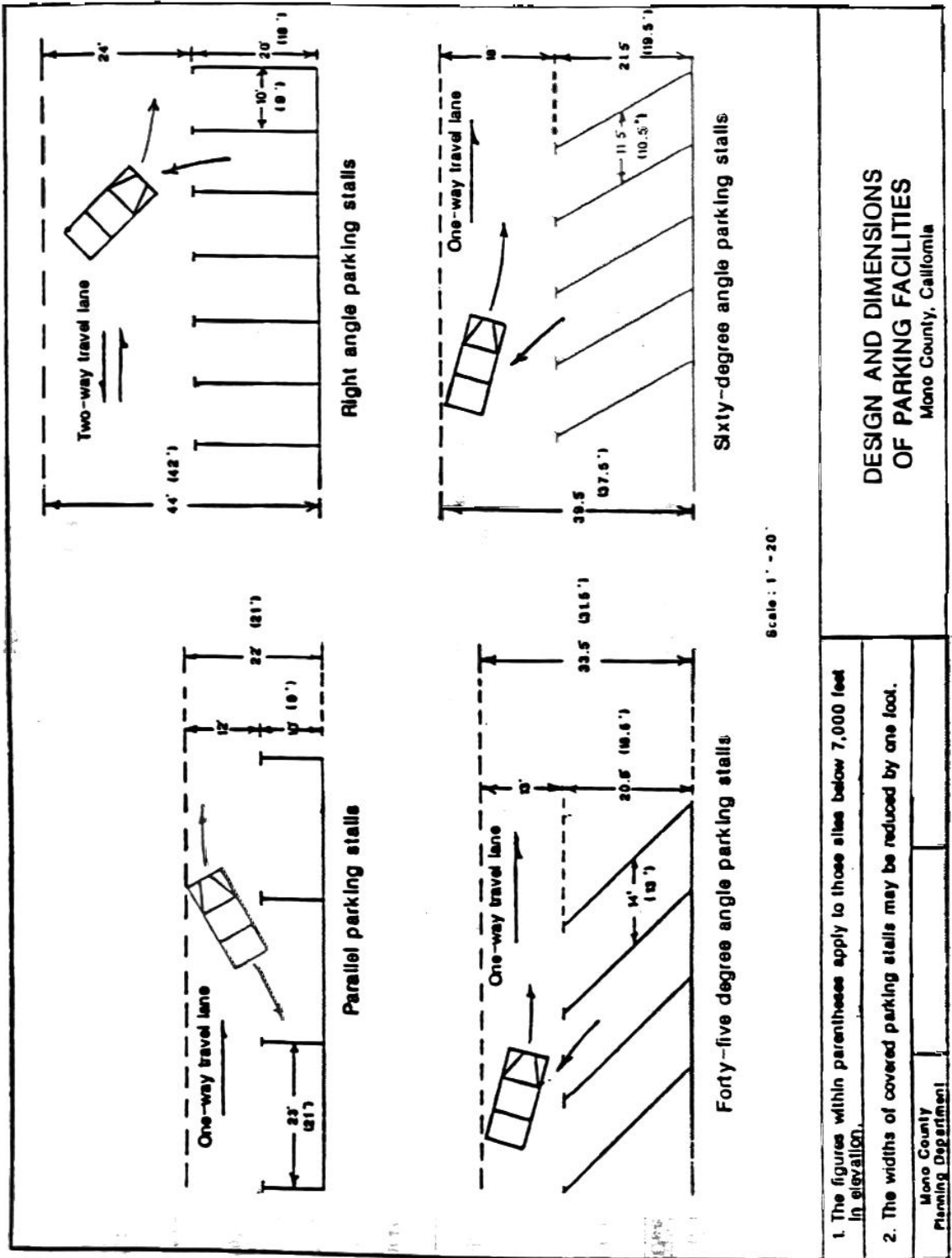
PAVING AND DRIVEWAY IMPROVEMENT STANDARDS
All parking and driveway areas shall be paved except as provided for below. In areas 7,200' or greater in elevation, all parking and driveways shall be paved to facilitate snow removal. The Planning Commission or Director may waive, modify, or increase the parking and driveway improvement standards provided below. Driveways shall also comply with applicable provisions of the Fire Safe Standards in Chapter 22 and the county Roadway Standards.

A reduction of 20% of required surface paving shall be granted in areas that use pervious surface systems for exterior patios, driveways and parking areas. Additional increased reduction may be granted if engineered plans demonstrate a permeability factor greater than 20%.

TABLE 06.020: PARKING STANDARDS - STALL SIZE, PAVING, STRIPING - continued

Land Use	Lot Size	Paved Access Road	Dirt or Gravel Access Road
Single-family residential	Less than 1/2 acre	Asphalt or similar impervious surface	Graded dirt or gravel
Single-family residential	1/2 acre or more	Graded dirt or gravel	Graded dirt or gravel
Multiple-family residential	All sizes	Asphalt or similar impervious surface	Graded crushed rock or gravel
Commercial	All sizes	Asphalt or similar impervious surface	Graded crushed rock or gravel
Industrial	All sizes	Asphalt or similar impervious surface	Graded crushed rock or gravel
Parking lots, car or trailer sales lots	Shall be developed with paving, drainage & striping (lighting & wheel stops as determined by the Commission) according to the specifications of Planning Division and Department of Public Works.		

FIGURE 12: DESIGN AND DIMENSIONS OF PARKING FACILITIES



1. The figures within parentheses apply to those sites below 7,000 feet in elevation.
2. The widths of covered parking stalls may be reduced by one foot.

DESIGN AND DIMENSIONS
OF PARKING FACILITIES
Mono County, California

Mono County
Planning Department

**Mono County General Plan Land Use Amendment
GENERAL PLAN EIR ADDENDUM#13-01
State Clearinghouse #98122016
October 10, 2013**

INTRODUCTION AND DISCUSSION OF PROPOSED MODIFICATIONS

Central Business Parking Districts

Mono County is proposing to amend the Mono County General Plan Land Use Element Development Standards Chapter 06, Parking. Language would be added to Chapter 06 designating three Central Business Parking Districts in and around the main street commercial portions of the Bridgeport town site, June Lake village and the Lee Vining town site. Within the June Lake and Lee Vining central business districts, 60% of minimum off-street parking requirements for non-overnight commercial uses in accordance with table 06.010 would be required (i.e., a 40% reduction from current requirements). Within the Bridgeport central business district 50% of minimum off-street parking requirements for non-overnight commercial uses in accordance with Table 06.010 would be required (i.e., a 50% reduction from current requirements).

Within these districts, the existing conditions and community character include: 1) availability of street parking; 2) proximity to nightly transient businesses; 3) compact, walkable scale; and 4) historical development patterns contribute to an environment where 100% of peak parking demand for individual businesses need not be accommodated on site. Therefore, the 60% and 50% requirements are not anticipated to cause parking shortages, but rather conform to existing demand.

In addition, alternative parking measures may be allowed by the director or Planning Commission when project proponents prepare a parking management plan that incorporates approved alternative measures to accommodate parking demand or through specific improvements that further reduce community-wide parking demand.

ENVIRONMENTAL REVIEW AND CEQA PROVISIONS FOR PREPARATION OF AN ADDENDUM TO A FINAL EIR

In 2001, Mono County certified an Environmental Impact Report (EIR) in conjunction with the adoption/amendment of its General Plan (SCH # 98122016) (the "General Plan EIR"). The General Plan EIR analyzed the impacts of potential development in accordance with the development standards of the Land Use Element including Chapter 06, Parking. As discussed below, an addendum to the General Plan EIR is the appropriate level of environmental review for the proposed amendments, because none of the conditions set forth in CEQA Guidelines section 15162 exist.

The California Environmental Quality Act (CEQA §15164[a]) states:

"(a) The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."

In turn, §15162 states that preparation of a subsequent EIR is required where one or more of the following occurs:

“(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete shows any of the following:

(A) the project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

DISCUSSION OF IMPACTS

The reduced requirement for on-site parking minimums within designated central business parking districts does not require major revisions to the General Plan EIR because it does not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects; there are not substantial changes with respect to the circumstances under which the project is undertaken; and there is not new information of substantial importance, which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete which shows any of the following listed above under headings (3) (A) through (3) (D), for the following reasons:

1. **No significant impact to the environment.** The proposed regulation changes are intended to modify the existing parking regulations to better reflect existing conditions. While the regulations are not anticipated to create parking shortages, reduced on-site parking capacity could lead to social impacts related to reduced parking supply such as increased time to find a parking place. The courts have distinguished these impacts as social impacts rather than physical environmental impacts requiring analysis through the CEQA process. Text from the California Natural Resources Agency, Final Statement for Regulatory Action, Amendments to the State CEQA Guidelines addressing this issue are attached.

2. **Secondary/indirect impacts.** The regulation changes are not anticipated to result in any secondary or indirect impacts such as traffic congestion or air quality impacts from vehicles requiring additional time to find parking. In fact, it is anticipated that the regulation changes, by promoting reduced vehicle trips through enhancing walkability, supporting transit and alternative modes of transportation and re-enforcing historic development patterns within the central business districts may reduce impacts on traffic, air-quality and greenhouse gas emissions.

CONCLUSION

CEQA Sections 15164(c) through 15164(e) states, "An Addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration. The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project. A brief explanation of the decision not to prepare a subsequent EIR pursuant to §15162 shall be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence."

The information presented above indicates that the proposed General Plan Amendment does not represent a substantive change to the number of significant effects, severity of effects, or the feasibility and or effectiveness of applicable mitigation measures or alternatives previously addressed in the General Plan EIR. Therefore, a subsequent EIR is not required because none of the conditions set forth in CEQA Guidelines section 15162 exist for this project.

Parking

As explained in the Initial Statement of Reasons, the Natural Resources Agency concluded that the question related to parking adequacy should be deleted from the Appendix G checklist in part as a result of the decision in *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656. The court in that case distinguished the social impact of inadequate parking from actual adverse environmental impacts. In particular, that court explained:

[T]here is no statutory or case authority requiring an EIR to identify specific measures to provide additional parking spaces in order to meet an anticipated shortfall in parking availability. The social inconvenience of having to hunt for scarce parking spaces is not an environmental impact; the secondary effect of scarce parking on traffic and air quality *is*. Under CEQA, a project's social impacts need not be treated as significant impacts on the environment. An EIR need only address the *secondary physical* impacts that could be triggered by a social impact.

(*Id.* at p. 698 (emphasis in original).) The Natural Resources Agency is aware of no authority requiring an analysis of parking adequacy as part of a project's environmental review. Rather, the Agency concurs with the court in the *San Franciscans* case that inadequate parking is a social impact that may, depending on the project and its setting, result in secondary effects. Consistent with existing CEQA Guidelines section 15131(a), deletion of the parking adequacy question from Appendix G checklist will ensure that the "focus of the analysis shall be on the physical changes." Specifically, the Appendix G checklist contains questions asking about possible project impacts to air quality and traffic.

Some comments pointed to examples of potential adverse impacts that could result from parking shortages, such as double-parking and slower circulation speeds, and referred specifically to a study of "cruising" behavior by Donald Shoup that noted that cruising could result in emissions of carbon dioxide. The relationship between parking adequacy and air quality is not as clear or direct as some comments imply. Mr. Shoup, for example, submitted comments to the Natural Resources Agency supporting the deletion of the parking question. (See, Letter from Donald Shoup, Professor of Urban Planning, University of California, Los Angeles, October 26, 2009.) In those comments, Mr. Shoup opines that cruising results not from the number of parking spaces associated with a project, but rather from the price associated with those parking spaces. (*Ibid.*) The Natural Resources Agency also has evidence before it demonstrating that providing parking actually causes greater emissions due to induced demand. The California Air Pollution Control Officers Association CEQA White Paper, for example, suggests reducing available parking as a way to reduce greenhouse gas emissions. (Greg Tholen, et al. (January, 2008). CEQA & Climate Change: Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act. California Air Pollution Control Officers Association, at Appendix B, pp. 8-9.)

Moreover, parking analyses do not typically address either air quality or traffic impacts; rather, such analyses often focus on the number of parking spaces necessary to satisfy peak demand, which is often established by a local agency as a parking ratio (i.e., one space per 250 square feet of office space). (See, e.g., Shoup, Donald. (1999). In Lieu of Required Parking. Journal of Planning Education and Research, Vol. 18 No. 4. Association of Collegiate Schools of Planning, at p. 309.) Thus, the question in Appendix G related to parking adequacy does not necessarily lead to the development of information addressing actual environmental impacts.

In sum, nothing in the CEQA statute, or cases interpreting that statute, require an analysis of parking demand. Further, parking supply is not a reasonable proxy for direct physical impacts associated with a project because parking supply may in some circumstances adversely affect air quality and traffic while in other circumstances, it may create air quality and traffic benefits. Thus, maintaining the parking question in the general Appendix G checklist is not necessary to effectuate the purposes of the CEQA statute.

The Natural Resources Agency acknowledges, however, that parking supply may lead to social impacts that agencies may wish to regulate. Cities and counties can, and do, include parking related policies in their municipal ordinances and general plans. (See, e.g., Office of Planning and Research, General Plan Guidelines, at pp. 59-60.) To the extent an agency has developed parking related policies in a general plan, zoning ordinance, or other regulation, consistency with those policies could be analyzed as a potential land use impact. Public agencies must, moreover, develop their own procedures to implement CEQA, and so may include parking-related questions in their own checklist if appropriate in their own circumstances. (State CEQA Guidelines, §§ 15022, 15063(f).)

AB32, SB375 and CEQA

Many comments suggested various links between CEQA, AB32 and SB375. While there is some overlap between the statutes, each contains its own requirements and serves its own purposes. While recognizing the role of regulatory programs in addressing cumulative impacts analysis in CEQA, the Proposed Amendments deliberately avoided linking the determination of significance under CEQA to compliance with AB32. The following addresses the CEQA effect of compliance with AB32 and SB375.

The Effect of Consistency with the Scoping Plan and the Regulations Implementing AB32

The Initial Statement of Reasons explained that the Scoping Plan “may not be appropriate for use in determining the significance of individual projects ... because it is conceptual at this stage and relies on the future development of regulations to



RESOLUTION R13-04

A RESOLUTION OF THE MONO COUNTY PLANNING COMMISSION RECOMMENDING THAT THE BOARD OF SUPERVISORS ADOPT GENERAL PLAN AMENDMENT 13-002, REVISING LAND USE ELEMENT CHAPTER 06 (PARKING) OF THE MONO COUNTY GENERAL PLAN.

WHEREAS, the Mono County General Plan is a living document in need of regular maintenance and periodic amendment; and

WHEREAS, the required minimum parking regulations currently prescribed by the General Plan are based upon peak parking demand assumptions consistent with rural and suburban scale, automobile-dominated development patterns; and

WHEREAS, the central business district portions of the Bridgeport Town site, June Lake village and community of Lee Vining were developed before required minimum parking regulations were enforced in an era less dominated by individual automobile travel. These districts contain many parcels with size, shape and existing nonconforming structural constraints making it difficult or impossible to conform to currently prescribed minimum parking regulations; and

WHEREAS, largely as a result of this historic development pattern, the three communities are compact and developed at a scale that allows for and encourages walking and other alternative forms of transportation, reducing the demand for on-site parking; and

WHEREAS, also as a result of the historic development pattern, street parking is available and promoted by the gridded street patterns, further reducing demand for on-site parking; and

WHEREAS, the three communities are tourist destinations and include within the walkable commercial district many hotels, motels, transient rentals and campgrounds where visitors park their primary vehicle, further reducing on-site parking demand for commercial services; and

WHEREAS, in addition to the factors contributing to reduced on-site demand, the economic importance of the central business districts warrants increased flexibility in complying with parking regulations in an attempt to encourage more economically productive land uses; and

WHEREAS, the central business districts of these communities include a majority of the commercially designated parcels within the county and offer a wide variety of commercial services in close proximity for tourists and residents; and

WHEREAS, many historic and distinctive buildings exist within the communities and adaptive reuse and preservation of the buildings rather than abandonment and/or demolition is a countywide goal; and

WHEREAS, within the Bridgeport town site, recent projects have increased the supply of available street parking; and

1 **WHEREAS**, the General Plan has grown in a piecemeal manner and therefore the individual
2 chapters benefit from occasional reorganization and refinement of language to simplify and more clearly
3 convey policy; and

4 **WHEREAS**, an addendum to the General Plan EIR has been prepared in accordance with the
5 California Environmental Quality Act.

6 **NOW, THEREFORE, BE IT RESOLVED** that the Mono County Planning Commission, in
7 conformance with the Mono County General Plan, Chapter 48, Section 48.060, hereby: 1) adopts this
8 resolution and finds that the proposed changes are consistent with the General Plan, including applicable
9 area plans; and 2) recommends that the Board of Supervisors approve the related addendum and approve
10 General Plan Amendment 13-002.

11 PASSED AND ADOPTED THIS _____ DAY OF OCTOBER 2013, BY THE FOLLOWING VOTE:

12 AYES:

13 NOES:

14 ABSENT:

15 ABSTAIN:

16 _____
17 Daniel Roberts, Chair
18 Mono County Planning Commission

19 Attest:

20 Approved as to form:

21 _____
22 C.D. Ritter, Commission Secretary

23 _____
24 Stacey Simon, Assistant County Counsel



RESOLUTION R13-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF MONO, ADOPTING GENERAL PLAN AMENDMENT 13-002, REVISING LAND USE ELEMENT CHAPTER 06 (PARKING) OF THE MONO COUNTY GENERAL PLAN.

WHEREAS, the Mono County General Plan is a living document in need of regular maintenance and periodic amendment; and

WHEREAS, the required minimum parking regulations currently prescribed by the General Plan are based upon peak parking demand assumptions consistent with rural and suburban-scale, automobile-dominated development patterns; and

WHEREAS, the central business district portions of the Bridgeport town site, June Lake village and community of Lee Vining were developed before required minimum parking regulations were enforced in an era less dominated by individual automobile travel. These districts contain many parcels with size, shape and existing nonconforming structural constraints making it difficult or impossible to conform to currently prescribed minimum parking regulations; and

WHEREAS, largely as a result of this historic development pattern, the three communities are compact and developed at a scale that allows for and encourages walking and other alternative forms of transportation, reducing the demand for on-site parking; and

WHEREAS, also as a result of the historic development pattern, street parking is available and promoted by the gridded street patterns, further reducing demand for on-site parking; and

WHEREAS, the three communities are tourist destinations and include within the walkable commercial district many hotels, motels, transient rentals and campgrounds where visitors park their primary vehicle, further reducing on-site parking demand for commercial services; and

WHEREAS, in addition to the factors contributing to reduced on-site demand, the economic importance of the central business districts warrants increased flexibility in complying with parking regulations in an attempt to encourage more economically productive land uses; and

WHEREAS, the central business districts of these communities include a majority of the commercially designated parcels within the county and offer a wide variety of commercial services in close proximity for tourists and residents; and

WHEREAS, many historic and distinctive buildings exist within the communities and adaptive reuse and preservation of the buildings rather than abandonment and/or demolition is a countywide goal; and

WHEREAS, within the Bridgeport town site, recent projects have increased the supply of available street parking; and

Mono County Board of Supervisors

1 **WHEREAS**, the General Plan is periodically updated and therefore the individual chapters benefit
2 from occasional reorganization and refinement of language to simplify and more clearly convey policy; and

3 **WHEREAS**, an addendum to the General Plan EIR has been prepared in accordance with the
4 California Environmental Quality Act; and

5 **WHEREAS**, in accordance with state law the Planning Commission held a noticed and advertised
6 public hearing on October 10, 2013, and considered all testimony relevant to the General Plan Amendment,
7 and upon conclusion of the hearing, took action to recommend approval of the General Plan Amendment;
8 and

9 **WHEREAS**, in accordance with state law the Board of Supervisors held a noticed and advertised
10 public hearing this date and considered all testimony relevant to the General Plan Amendment, including the
11 recommendation of the Planning Commission.

12 **NOW, THEREFORE, BE IT RESOLVED** having taken into consideration the recommendations
13 and findings of the Planning Commission, and all other evidence and testimony before it, the Mono County
14 Board of Supervisors, in conformance with the Mono County General Plan, Chapter 48, Section 48.060,
15 hereby: 1) Adopts the Addendum to the General Plan EIR for General Plan Amendment 13-002, and 2)
16 Approves General Plan Amendment 13-002 revising Land Use Element Chapter 06 (Parking).

17 PASSED AND ADOPTED THIS _____ DAY OF NOVEMBER 2013, BY THE FOLLOWING VOTE:

18 AYES:

19 NOES:

20 ABSENT:

21 ABSTAIN:

22 _____
23 Byng Hunt, Chair
24 Mono County Board of Supervisors

25 ATTEST:

26 APPROVED AS TO FORM:

27 _____
28 Lynda Roberts, Clerk of the Board

29 _____
30 Marshall Rudolph, County Counsel

Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	25 minutes (10 minute presentation, 15 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Wendy Sugimura and Jim Paulus
SUBJECT	Comment Letter to US Fish and Wildlife Service on Proposals to List the Sierra Nevada Yellow-Legged Frog and Yosemite Toad, and Designate Critical Habitat		

AGENDA DESCRIPTION:

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

Presentation by Wendy Sugimura and Jim Paulus regarding Mono County comments on proposed rules and critical habitat for the Sierra Nevada yellow-legged frog and Yosemite toad.

RECOMMENDED ACTION:

1. Provide any desired direction to staff and authorize the Chair to sign the comment letter to the US Fish and Wildlife Service.
2. Select a Supervisor and alternate to attend the public hearing, date and location to be determined.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760.921.1814 / wsugimura@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

 [Staff Report](#)

 [Letter to the US Fish and Wildlife Service](#)

 [Map](#)

History

Time	Who	Approval
10/30/2013 3:51 PM	County Administrative Office	Yes
10/30/2013 10:14 AM	County Counsel	Yes
10/29/2013 6:58 PM	Finance	Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

November 5, 2013

To: Mono County Board of Supervisors

From: Wendy Sugimura, Associate Analyst
Jim Paulus, Consulting Biologist

Re: Comment Letter to US Fish and Wildlife Service on Proposals to List the Sierra Nevada Yellow-Legged Frog and Yosemite Toad, and Designate Critical Habitat

Action Requested

1. Provide any desired direction to staff and authorize the Chair to sign the comment letter to the US Fish and Wildlife Service.
2. Select a Supervisor and alternate to attend the public hearing, date and location to be determined.

Background

At the September 10 meeting, the Board of Supervisors received a presentation outlining proposals by the US Fish and Wildlife Service (Service) to list and designate critical habitat for the Sierra Nevada yellow-legged frog and Yosemite toad.¹ The comment period is open until November 18, and will be followed by an economic impact analysis and comment period, two public meetings, and a public hearing. The decision is expected in February 2014, although the impacts, if any, of the Federal government closure on this timeline are unknown.

Under the Endangered Species Act, critical habitat shall be revised based on the best scientific data after taking into consideration the economic impact, national security impact, and any other relevant impact. An area may be excluded from the designation if it is determined "...that the benefits of such exclusion outweigh the benefits of specifying such area as part of the critical habitat..." unless the exclusion will result in the extinction of the species.

Discussion

The comment letter (Attachment #1) is based on best available science and the Board's direction from the September 10 meeting. The following points summarize the letter:

Sierra Nevada yellow-legged frog

- General strategy: Focus on excluding certain areas from critical habitat, rendering the threats and future management implications irrelevant.
- The historic range is not the correct basis for designation of critical habitat. The biologically-available range, defined as those water bodies where trout and chytrid fungus will not synergistically cause re-extinction, should delineate critical habitat boundaries.

¹ The proposals are available at <http://www.fws.gov/sacramento/outreach/2013/08-05/docs/3SA-pCH%20rule-2013.pdf> and <http://www.fws.gov/sacramento/outreach/2013/08-05/docs/3SA-pL%20rule-2013-09600.pdf>.

- The following frogless, front-country (or nearly so), and heavily-used areas with self-sustaining fish populations are not biologically-available and should be excluded from the critical habitat designation:
 - Subunit 2M: Saddlebag Lake, Ellery Lake, Tioga Lake, and Lee Vining Creek between these lakes.
 - Subunit 3B: Gem Lake, Waugh Lake, and Rush Creek between these lakes.
 - Subunit 3D: In Inyo County, Rock Creek Lake and Rock Creek downstream.
- Two backcountry wilderness areas with self-sustaining and heavily-used fisheries, easy access and high-volume use, and no existing populations are incompatible and should also be excluded: Twenty Lakes Basin in Subunit 2M, and Little Lakes Valley in Subunit 3D.

Yosemite Toad

- General Strategy: Focus on demonstrating that scientific data does not conclude that grazing, pack stock and recreation under modern management are threats. Rather, historic meadow damage resulting from these activities under past management practices is the real threat and should be addressed through meadow restoration.
- The correct threat is the historic damage to meadows that has already been done.
- Meadow hydrology restoration with proven efficacy to repair this legacy of meadow damage should replace speculative regulation of grazing, pack stock and recreation which are no longer threats under modern management.
- Therefore, the threats of grazing, pack stock and recreation under modern management should be downgraded to “not a listing factor.”

Economic Impacts

- Excluding the identified critical habitat areas and downgrading the identified threats will not result in the extinction of the species based on the scientific data in the letter demonstrating no biological benefit, and provides economic benefits up to \$191.9 \$241.5 million annually as follows:
 - Up to \$239.2 million annually in recreation revenue on the Inyo National Forest and \$189.6 million in Mono County alone depending on the severity of restrictions.
 - Up to \$450,000 annually in private ranching, and up to \$13.7 million over 20 years.
 - Up to \$1.8 million annually in private pack stock operations, and up to \$36.5 million over 20 years.
- The potential elimination of the dam at Lake Mary is a significant threat to the existence of the Town of Mammoth Lakes, valued at \$4 billion based on assessed property values.

The full letter is significantly more involved, and includes data citations and peer-reviewed articles that are available by request at the Community Development Department, and will be submitted with the letter.

We would like to thank Alicia Vennos, Jeff Simpson and Ethan James of the Economic Development Department and Nathan Reade, the Inyo Mono Agricultural Commissioner, for their assistance, as well as the the following agencies and staff for timely responses and the sharing of data: Humboldt-Toiyabe National Forest (Aaron Coogan, Rixey Jenkins, and Marnie Bonesteel), Inyo National Forest (Jon Regelbrugge and Carmen John), Mammoth Community Water District (Irene Yamashita), and the California Department of Fish and Wildlife (Heidi Sickler and James Erdmann).

This staff report has been reviewed by the community development director. Please contact Wendy Sugimura at 760.924.1814 or wsugimura@mono.ca.gov with any questions.

Attachments:

1. Letter to the US Fish and Wildlife Service regarding comments on proposed rules and critical habitat for the Sierra Nevada yellow-legged frog and Yosemite toad



Larry Johnston ~ District One Fred Stump ~ District Two Tim Alpers ~ District Three
Tim Fesko ~ District Four Byng Hunt ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts, Clerk of the Board

November 5, 2013

Ms. Jan Knight
Acting Field Supervisor
U.S. Fish and Wildlife Service
Sacramento Fish and Wildlife Office
2800 Cottage Way Room W - 2605
Sacramento, CA 95825

RE: Comments on proposed rules and critical habitat for the Sierra Nevada yellow-legged frog and Yosemite toad

Dear Ms. Knight:

The Mono County Board of Supervisors appreciates your consideration of our comments in response to your request for additional scientific information to ensure the best possible application of the Endangered Species Act (ESA) and recovery of Sierra Nevada yellow-legged frog and Yosemite toad, while also minimizing impacts to the rural economy and communities of Mono County. Primarily, we seek to make the Service aware of recent data from the California Department of Fish and Wildlife (CDFW) regarding Sierra Nevada yellow-legged frog, and impress upon the Service that interpretation of these data leads to logical changes in the proposed critical habitat designation. For the Yosemite toad, we wish to make the Service aware of recent peer-reviewed primary research that specifically responds to areas of doubt expressed in your assessment of threats (and the consequent management implications). We also seek to demonstrate that the benefits of excluding certain critical habitat areas and downgrading certain threats are significant due to the avoidance of economic impacts, while inclusion provides no biological benefit to the amphibians. From an ecological basis, we are concerned that the few remaining populations of both species in Mono County and elsewhere east of the Sierra Nevada crest will be inadvertently lost despite listing unless threats and opportunities are correctly identified now to focus recovery work on the real issues that will make a difference.

Sierra Nevada Yellow-Legged Frog

The listing proposal for Sierra Nevada yellow-legged frog clearly demonstrates that the species is in decline, and that the pace of this decline is alarming. Our experience is that this species was present and abundant in many more alpine settings than is indicated by current

CDFW census data (CDFW, 2013a), as can be recalled by our elder citizens within their lifetimes. The greatest priorities to avoid extinction now must be 1) arresting the trend, and 2) stabilizing what remains as sources for recolonization in the nearest term. We would like to see these priorities addressed explicitly in the final listing documents with the identification of actions to bring about the immediate leveling, if not reversal, of this precipitous decline. Because loss of this species' distribution is ongoing and has accelerated locally within the last decade (James Erdmann, personal communication 8/27/13), there is no time to delay identification of actions to preserve the known remaining populations.

As a priority, we insist that critical habitat should be redrawn to exclude areas in Mono County unlikely to ever be occupied in recovery, let alone within the next critical years when stabilization will be key to the continued existence of the species. We have carefully studied the full set of water bodies that 1) have at least some potential for Sierra Nevada yellow-legged frog occupancy (specifically, tadpole survivorship to metamorph) based upon liquid water presence in winter, and 2) are included within critical habitat as currently proposed. Overlaying these with known presence of the two identified primary drivers of species extinction, long-term predatory trout population presence and the more recent *Batrachochytrium dendrobatidis* (*Bd* or chytrid fungus) infection, we have identified water basins in or adjacent to Mono County that are arguably not, and likely never will be, suitable for habitat. The biological qualities of these locations inside the currently proposed critical habitat have been altered in ways that are practically irreversible, and therefore provide little to no biological benefit.

Habitat alteration from naturally-evolved, amphibian-dominated waters to the current situation of salmonid top predator dominance is irreversible in some settings. Self-sustaining populations of trout, especially those that are extant within highly connected water bodies, would require many years and significant financial resources to remove, if it is even possible. To be bluntly realistic, we would also expect removal efforts in celebrated lakes and streams where recreational fishing has become entrenched to be sabotaged by the disgruntled public. *Bd* presence similarly signals a long-term if not permanent habitat alteration, and is capable of single-handedly exterminating extant populations regardless of fish presence. All 18 remaining populations in Mono County are monitored using the level of *Bd* presence on the skin (CDFW, 2013a), as outbreaks of heavy skin *Bd* load predictably and rapidly lead to transmission and extinction in connected alpine basin lakes (Vredenburg, et al. 2010). Where this situation exists in the absence of physical and enforceable barriers to trout dispersal, it is inconceivable that translocated Sierra Nevada yellow-legged frogs will survive to participate in the recovery of the species. Bringing this species back from near-extinction will be realized more surely by conceding that the historic range of the species is not the correct basis for current and future expenditures of funds, effort, and re-introduction. Rather, the biologically-available range, defined by those water bodies where trout and chytrid fungus will not synergistically enforce rapid (re-)extirpation, should delineate critical habitat designation boundaries.

We are requesting that the Service incorporate habitat suitability data by identifying and deleting proposed locations where trout and fungus cause Sierra Nevada yellow-legged frog

recolonization to be currently intractable. Once the trend toward rapid species extinction has been arrested by identifying biological and management solutions for *Bd* and self-sustaining trout populations in larger, highly-connected water bodies, no statutory restriction exists to reconsidering critical habitat boundaries for possible expansion.

Our review of the CDFW's monitoring data (2013a) and the current pattern of recreational fishing use within watersheds consisting of large, highly-connected water bodies indicates the following incompatible areas that we believe the Service must exclude from the critical habitat designation:

- **Subunit 2M:** Saddlebag Lake, Ellery Lake, Tioga Lake, and Lee Vining Creek between these lakes.
- **Subunit 3B:** Gem Lake, Waugh Lake, and Rush Creek between these lakes.
- **Subunit 3D:** In Inyo County, Rock Creek Lake and Rock Creek downstream from the lake.

All of these areas are frogless, front-country (or nearly so), large lakes with self-sustaining and heavily-used fisheries. All are accessible by paved roads or occur along major trails within easy travel distance for anglers. Long-standing dams are operated (at Saddlebag, Ellery, Tioga, Gem, and Waugh Lakes) further impacting habitat functionality, and all exhibit high annual site visits according to the United States Department of Agriculture (USDA) Forest Service Natural Resource Manager website for National Visitor Use Monitoring Results, Version 2.1.2.37, as follows:

- **Subunit 2M:** 16,556 estimated potential annual site visits based on use at Ellery Lake campground, Saddlebag Lake campground, Tioga Lake campground, and Tioga Pass Resort (USDA Forest Service, Proxy Results by Site).
- **Subunit 3B:** 3,372 estimated annual site visits derived by combining visitation data for Oh! Ridge campground, June Lake campground, Gull Lake campground, Reversed Creek campground, Silver Lake campground, Silver Lake Resort RV Park, Boulder Lodge, and Silver Lake Resort Cabins for a total of 112,416 (USDA Forest Service, Proxy Results by Site), and then multiplying by the 3% of visitors estimated to use wilderness areas such as those of concern in this subunit (USDA Forest Service, Annual Visitation Estimate). Therefore, 112,416 site visits x 3% = 3,372 estimated site visits.
- **Subunit 3D:** 152,593 estimated potential annual site visits based on use at Mosquito Flat campground, Rock Creek Lake campground, Pine Grove campground, Tuff Campground, East Fork campground, Palisade campground, Iris Meadow campground, French Camp campground, Big Meadow campground, Rock Creek Lake Group campground, Palisade/Clyde Group campground, Rock Creek Lakes Resort, and Tom's Place (USDA Forest Service, Proxy Results by Site).

Additionally, two backcountry wilderness areas with self-sustaining and heavily-used fisheries, easy access and high-volume use, and no extant populations are incompatible with

critical habitat. As a result, we believe the Service must exclude the following areas from the critical habitat designation:

- **Subunit 2M:** Twenty Lakes Basin, including the basin lakes of Greenstone, Cascade, Steelhead, Helen, Shamrock, Odell, Hummingbird, Z, and associated unnamed ponds.
- **Subunit 3D:** In Inyo County, the Little Lakes Basin which has large, highly connected water bodies including Treasure Lakes, Chickenfoot Lake, Ruby Lake, Box Lake, Long Lake, Eastern Brook Lakes (which are *Bd* positive), and the creeks between these lakes.

Site visitation calculations, using the total estimated potential annual site visits calculated above for the subunits multiplied by the 3% visitation rate to wilderness areas (USDA Forest Service, Annual Visitation Estimate), results in just under 500 site visits to the relatively small area of Subunit 2M and over 4,500 site visits to Subunit 3D. In addition, data collected by the Inyo National Forest in 2009 indicates 16,489 day users to the Little Lakes Basin in subunit 3D (Mono County, 2011).

Yosemite Toad

We concur that Yosemite toad decline is a long-term result of an historic legacy of unregulated, destructive use of montane meadows. The critical tadpole requirement for warm pools, which prior to these uses was sustained by functional meadow water storage and perching of groundwater, is maladaptive to the rapid flow-through hydrologic regime that now operates within large portions of the Yosemite toad historic range. The climate change model cited in the proposal is apparently not peer-reviewed; however, it would appear reasonable to assume that global warming will exacerbate the toad's dilemma (Viers et al. 2013). As we cannot turn back the clock or avoid climate change, we conclude the damage is done. The point is made explicitly in order to contrast with the proposal's unfounded extrapolation of these legacy effects to modern livestock rotation and stocking practices under the management of the U.S. Forest Service (USFS). It is not proven, as described below, that current regulated grazing is a significant threat deserving of additional regulation under the ESA. We offer this point and supporting best available scientific documentation because it is important that the actual threat – the historic damage already done – be identified correctly so the appropriate remediation can be identified in the Service's final analysis. Meadow hydrology restoration methods with proven efficacy to mitigate the legacy of meadow damage should replace speculative regulation of grazing use which no longer poses a threat due to management changes.

Current research demonstrates that restoration of critical wetland hydrology can be accomplished regardless of the presence or absence of grazing as currently practiced. Several published research papers that specifically disprove the hypothesized negative relationship cited within the Service's Yosemite toad proposed rules are attached (*list citations*). If practices of modern livestock grazing on federal lands were contributing to the current Yosemite toad decline, then the focused research of the last decade would have detected some correlation between livestock presence and local toad population loss. Culpable ongoing degradation of

toad habitat, for example breeding and larval pool eutrophication or food web disruption, would have been observed where grazing is now being allowed, or direct impacts of trampling and removal of toads and the vegetation upon which they rely for cover would have been documented. However, these relationships and effects have not been found. No differences in breeding pool water amount or quality were found during multi-year comparisons between currently grazed and ungrazed meadow systems (Roche et al. 2013a). This finding is consistent with the persistence of toad populations at currently grazed meadows such as those found in Mono County near Sonora Pass (see CDFW 2013b data regarding proposed critical habitat Unit 2). Monitoring of meadows within the Inyo National Forest (37 sites) found no comparative differences in plant species diversity/richness, soil stability, or meadow habitat suitability for Yosemite toad after 10 years of either livestock grazing or exclusion (Roche et al. 2013b). Finally, the Service should consider the full wealth of data collected by the U.S. Forest Service's Sierra Nevada Amphibian Monitoring Program, rather than merely citing census numbers in the proposed rules. For example, their survey of 134 Yosemite Toad meadow habitats has documented a significant positive relationship between managed grazing of meadows and persistence of toad populations (Brown et al. 2012, 2013).

Threats referenced in the draft listing and critical habitat proposals for Yosemite toad appear to have been hypothesized when the collapse was being documented in the 1990's (e.g., Drost and Fellers 1996). More recent research supports the current hypothesis that there is a temporal and spatial separation of grazing from habitat that meets critical toad life history requirements (Roche et al. 2012). In the Humboldt-Toiyabe National Forest, the timing of grazing allotment use in particular is separated from the toad breeding season (see active dates on allotments identified in emails from Aaron Coogan and Rixey Jenkins, pers. comm. 9/20/13). These management practices explain why recently collected data have not substantiated the Service's contention that current grazing practices are a threat. We trust the Service will more carefully distinguish legacy effects and current practices in their final rules, and recognize that hope for the toad lies in restoration of meadow hydrology, which should be elevated in priority.

We noted that the analyses in the draft proposal were hampered by the relative dearth of available primary research to date regarding the identified (potential) threats of pack stock and other recreational uses of meadows. These uses are similar to grazing in that the effects from historical uses are easily confused with the effects of current uses. There also exists the similarity that management today specifically works to avoid the types of impacts to Yosemite toad meadow habitat that occurred historically. Under the modern Annual Operating Plan (2013) management administered by the Inyo National Forest, pack stock use relatively drier meadows only after the Yosemite toad breeding season has ended, and the Forest is implementing trail relocation projects to protect meadow hydrology (Jon Reggelbrugge, pers. comm. 8/28/13). This awareness of trail location to prevent undercutting the meadow water table also avoids the impacts of hiking, backpacking, and other similar activities. We therefore constructively suggest that legacy effects should be carefully separated from the current impacts of pack stock and recreation use in the revised rules, and that a thorough analysis will again elevate the priority of repairing meadow hydrology. Widespread, permanent restoration

of the water table, shallow seasonal ponding, and dense phreatophytic plant cover over entire meadows extents will surely benefit this species far more than will any attempt to further restrict the relatively concentrated effects of pack stock and recreational use where it occurs today.

As a simple illustration of the prioritization that meadow restoration warrants for any realistic plan to recover Yosemite toad, consider the benefits of a meadow hydrology restoration project. Rocks placed carefully would effectively and permanently solve the overly rapid drainage that has been created by historic use. In every case, large habitat *areas* will be restored by treating hydrologic nick *points*. Critical habitat - denser and more diverse meadow swards, and embedded warm water pools during the Yosemite toad breeding period - is provided because conditions of normally sustained shallow groundwater is restored meadow-wide. This reasoning also applies to Sierra Nevada yellow-legged frog, as returning a lacustrine meadow system to its normally more mediated rate of meltwater transmission results annually in a condition of deeper water at the critical late-season time when freezing becomes a limit upon tadpole survival. Re-focusing priority to repairing historic hydrologic nicks will rapidly bring about area-wide habitat benefits. Identifying this precise mechanism as a target for ongoing maintenance work, rather than imprecise, generalized notions about further restrictions on recreation and current permitted uses, would provide a more appropriate basis for the pending Recovery Plan. For any meadow habitat, use of rocks to raise the water table meadow-wide would be compatible with the uses that currently support recreation and tourism, the primary sector of the local economy. As in the past, we expect access and use patterns to simply adapt to the new (in this case restored) condition, as neither humans nor livestock prefer to occupy meadow areas that are muddy, marshy and boggy.

Economic Impacts

While the Service has stated recreation use is not considered a significant threat to the Sierra Nevada yellow-legged frog and Yosemite toad, the proposals also cite recreation as being “incompatible” with recovery. Therefore, we feel justified in addressing the economic impacts to recreation uses in general, which is the top economic sector in Mono County.

According to the USDA Forest Service National Visitor Use Monitoring Program, Version 2.1.2.37, the total annual spending associated with non-local visitors to the Inyo National Forest, which covers both Inyo and Mono counties, exceeds \$265.8 million annually (USDA Forest Service, Annual Total Spending by Market Segment), excluding visits for downhill skiing. Of those non-local visitors, approximately 47.2% responded that hiking, walking or backpacking was their main reason for visiting and 17.5% cited fishing (USDA Forest Service, Activity Participation), while 90% cited recreation as their main purpose for visiting (USDA Purpose of Visit by Visitors Who Agreed to be Interviewed). Mono County’s visitation numbers are higher, with, 1,289,000 visitors in the spring/summer/fall spending \$223 million (Lauren Schalu Consulting, 2009). Of these visitors, 38.7% participated in fishing, and over 47% participated in hiking.

If all the visitors primarily interested in fishing were to vacation elsewhere due to new restrictions, visitor spending could be reduced throughout the Inyo National Forest by a minimum of \$46.5 million annually and by \$87 million in Mono County. If restrictions on hiking activities are also imposed and those visitors choose to go elsewhere, the economic impact across the Inyo National Forest could be upwards of \$125.5 million for a total, including the fishing impact, of \$172 million. The impact in Mono County could be \$104.8 million for a total up to \$189.6 million for fishing and hiking combined. The economic impact to recreation purposes in general on the Inyo National Forest, if all 90% of non-local visitors were to choose another destination, could be as high as \$239.2 million annually.

In addition, elimination of grazing and pack stock use, both of which we have demonstrated are biologically unsubstantiated as threats, within proposed critical habitat would result in economic impacts in Mono County exceeding \$450,000 annually up to \$13.7 million over 20 years for grazing (Nathan Reade, pers. comm. 9/26/13) based on allotment data received from the Humboldt-Toiyabe National Forest (Aaron Coogan and Rixey Jenkins, pers. comm. 9/20/13). Pack stock impacts are calculated at just over \$1.8 million annually up to \$36.5 million over 20 years (Ethan James, pers. comm. 10/15/13) based on data received from the Humboldt-Toiyabe National Forest (Marnie Bonesteel, per. comm. 9/25/13) and the Inyo National Forest (Carmen John, pers. comm. 10/1/13).

Finally, according to the Mammoth Community Water District (Irene Yamashita, pers. comm. 10/7/13), the potential elimination of the dam at Lake Mary is a significant threat to the very existence of the Town of Mammoth Lakes, valued at \$4 billion based on assessed property values. If the dam were removed for habitat restoration, the sole source of surface water for the Town would be lost and could not be sufficiently replaced with groundwater supplies. The District would not be able to supply adequate water for the existing population, let alone the build-out identified in the Town's General Plan.

With tourism and agriculture constituting the top two economic sectors in Mono County and the very existence of the Town of Mammoth Lakes at stake, these impacts are significant and clearly cannot be absorbed by the relatively inelastic local, rural economy without devastating ramifications. Excluding the water basins previously identified in Subunits 2M, 3B and 3D from critical habitat designation for the Sierra Nevada yellow-legged frog could provide a minimum economic benefit of \$87 million up to \$189.6 million in Mono County annually depending on the level of restrictions. Downgrading livestock grazing and pack stock use to "not a listing factor" for both the Sierra Nevada yellow-legged frog and Yosemite toad could provide a minimum benefit of \$41.5 million over 20 years. Downgrading general recreation uses to "not a listing factor" for both the Sierra Nevada yellow-legged frog and Yosemite toad could provide a benefit up to \$239.2 million across the entire Inyo National Forest. Finally, the exclusion of Lake Mary from the Yosemite toad critical habitat designation could add a benefit of \$4 billion and allow, at a minimum, the continued existence of a small town in its current state. The exclusion of most of these areas or downgrading of threats has been substantiated above through data and reasoning, and the economic benefits would clearly exceed the biological benefit of including these areas in critical habitat or retaining the proposed threats.

Conclusion

Our concern at this point is to ensure critical habitat and the threats to the Sierra Nevada yellow-legged frog and Yosemite toad are correctly identified now to stop the precipitous decline of these species and support their eventual recovery while also minimizing impacts to the rural economy and communities of Mono County. For the Sierra Nevada yellow-legged frog, the historic range of the species is not the correct basis for designation of critical habitat. We are requesting that the Service exclude those locations we identified in Subunits 2M, 3B and 3D where re-colonization is currently intractable due to trout and fungus. For the Yosemite toad, we request the Service correctly identify the actual threat of historic meadow damage; downgrade livestock grazing and pack stock use under current USFS management, as well as recreation, to “not a listing factor;” and focus on meadow hydrology restoration methods with proven efficacy to repair historic meadow damage. Excluding critical habitat areas and downgrading threats as requested would not result in the extinction of the species based on the included scientific data demonstrating no biological benefit to the species, and provides economic benefits of up to \$191.9 million annually in Mono County alone. In addition, we request Lake Mary be excluded from critical habitat designation for the Yosemite toad to realize a \$4 billion benefit and the continued existence of the Town of Mammoth Lakes.

Thank you for taking the time to consider the additional scientific information we have presented and the position the data have led us to take. We appreciate the challenging political, environmental and social position of the Service, and hope that our analysis will assist the Service with identifying the true threats to the amphibians and modifying the critical habitat designation to reflect local habitats in Mono County best suited for successful preservation and recovery of these species.

Respectfully,

Byng Hunt
Chair

CC: Congressman Paul Cook
 Senator Dianne Feinstein
 Senator Barbara Boxer
 Rural County Representatives of California (RCRC)
 California State Association of Counties (CSAC)

Personal Communications

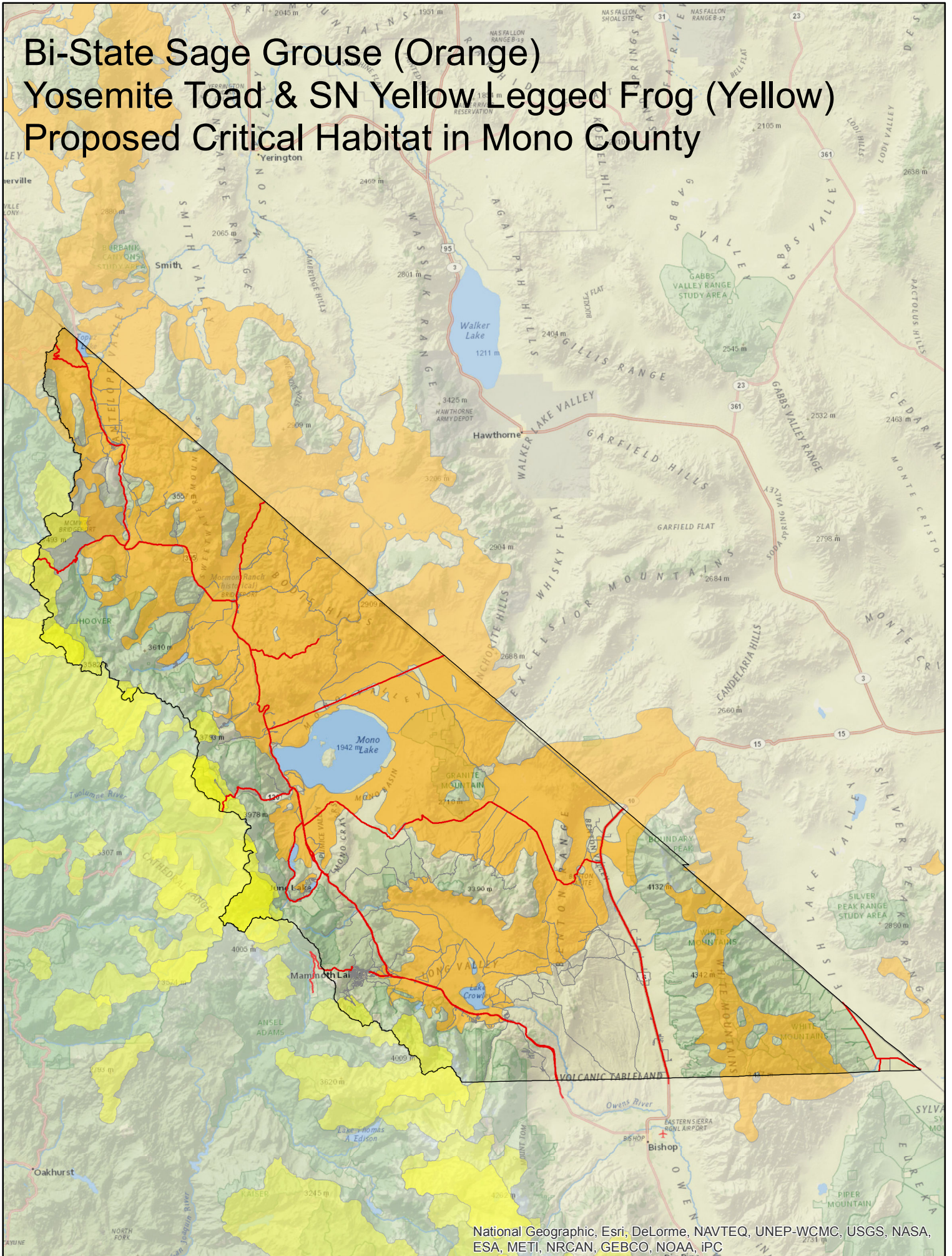
- Aaron. C. Coogan and Rixey Jenkins, U.S.D.A. Forest Service, Humboldt-Toiyabe National Forest Bridgeport Ranger District, Rangeland Management Specialists, Bridgeport. Emails last dated September 20, 2013.
- Carmen John, U.S.D.A. Forest Service, Inyo National Forest, White Mountain and Mt. Whitney Ranger Districts, Recreation Special Uses, Bishop. Emails last dated October 1, 2013.
- Ethan James, Mono County Community Development Department, Mammoth Lakes. Emails last dated October 15, 2013.
- Irene Yamashita, Mammoth Community Water District, Public Affairs/Environmental Specialist, Mammoth Lakes. Email dated October 7, 2013.
- James Erdmann, Jr., California Department of Fish and Game biologist, High Mountain Lakes Project, Bishop. Interview in person and data review on August 27, 2013.
- Jon Regelbrugge, U.S.D.A. Forest Service, Inyo National Forest, District Ranger for the Mammoth Lakes and Mono Ranger Districts, Mammoth Lakes. Interview in person on August 28, 2013.
- Marnie Bonesteel, U.S.D.A. Forest Service, Humboldt-Toiyabe National Forest, Natural Resource Specialist (special uses), Sparks, NV. Email dated September 20, 2013.
- Nathan Reade, Inyo Mono Agricultural Commissioner, Bishop. Email dated September 26, 2013.

References

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Bi-State Sage Grouse (Orange) Yosemite Toad & SN Yellow Legged Frog (Yellow) Proposed Critical Habitat in Mono County



National Geographic, Esri, DeLorme, NAVTEQ, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, IPC



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	30 minutes (5 minute presentation, 25 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	John-Carl Vallejo
SUBJECT	Discussion Re: Terms of Lease of Old Sheriff Substation		

AGENDA DESCRIPTION:

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

Proposed offer to lease to the public pertaining to the old sheriff substation property.

RECOMMENDED ACTION:

Direct staff to offer to the public the Lease of the Old Sheriff Substation for no more than \$10,000 per month, for a duration not exceeding 10 years, for a purpose as determined by the Board. Authorize CAO to execute a lease of the property after achieving compliance with Mono County Code Section 3.05.030. Provide any additional desired direction to staff.

FISCAL IMPACT:

None at this time. Potential increased revenue if the property is leased.

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

County Counsel. CAO. Community Development.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Mono County Code Chapter 305](#)

History

Time	Who	Approval
10/29/2013 2:27 PM	County Administrative Office	Yes
10/24/2013 3:40 PM	County Counsel	Yes
10/29/2013 6:55 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsel
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

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

Legal Assistant
Jennifer Senior

TO: Board of Supervisors
FROM: John-Carl Vallejo
DATE: 11/05/2013
RE: Potential Lease of Old Sheriff Substation

Recommendation:

Direct staff to offer to the public the Lease of the Old Sheriff Substation for no more than \$10,000 per month, for a duration not exceeding 10 years, for a purpose as determined by the Board. Authorize CAO to execute a lease of the property after achieving compliance with Mono County Code Section 3.05.030. Provide any additional desired direction to staff.

Fiscal/Mandates Impact:

None at this time. A lease may have a slight positive impact to County revenues.

Discussion:

As the Board is aware, the old Sheriff Substation is currently being utilized by Jim Ouimet for his dog sled operation. Mr. Ouimet is currently occupying the property via hold-over tenancy as his lease expired some years ago. Even though the current status of the arrangement is a hold-over tenancy, it is the opinion of staff that the property be put back out to lease due to the fact that the ten year limit for the duration of the lease (*see* Mono County Code Section 3.05.030) expires on November 18, 2013.

In the Fall of 2012, the prior Board of Supervisors indicated that it desired for the property to be leased again for the purposes of a dog sled operation. This item is on today for this Board to confirm that direction to staff to begin the leasing process. That process is set forth in Mono County Code Section 3.05.

If you have any questions regarding this item, please call me at 760.924.1712.

Mono County, California, Code of Ordinances >> Title 3 - REVENUE AND FINANCE >> Chapter 3.05 LEASE OF COUNTY REAL PROPERTY >>

Chapter 3.05 LEASE OF COUNTY REAL PROPERTY

Sections:

[3.05.010 Definitions.](#)

[3.05.020 Leases or licenses of County-owned property—Alternate procedure.](#)

[3.05.030 Nonrenewable leases or licenses of County-owned property not exceeding ten years in duration.](#)

3.05.010 Definitions.

- A. County. For the purposes of this chapter, "County" shall mean the County of Mono.
- B. County-owned property. For the purpose of this chapter, "County-owned property" shall mean any property owned by the County in fee or any property leased or licensed to the County.
- C. Notice. For the purposes of this chapter, "notice" shall mean written notice that includes a description of the property proposed to be leased or licensed, the terms of the lease or license, the location where offers to lease or license the property will be accepted, the location where leases or licenses will be executed, and the name and/or title of any county officer authorized by resolution of the board of supervisors to execute the lease or license.

(Ord. 03-08 § 1, 2003; Ord. 98-10 § 1, 1998.)

3.05.020 Leases or licenses of County-owned property—Alternate procedure.

Except as otherwise set forth in [Section 3.05.030](#), leases or licenses of county-owned property may be entered into by the board of supervisors of the County pursuant to the alternate procedure authorized by Government Code Section 25537 provided that the following minimum procedures are complied with:

- A. A call for bids shall be posted in at least three public places for not less than fifteen days and published for not less than two weeks in a newspaper of general circulation. The call for bids shall, at a minimum, describe the property proposes to be leased or licensed, the terms of the lease or license, and the date, time and location where offers to lease or license the property will be accepted.
- B. Any additional notice required by Government Code Section 25537 shall be provided.
- C. The board of supervisors shall either accept the highest offer for the proposed lease or license submitted in response to the call for bids, or shall reject all bids.

(Ord. 03-08 § 2, 2003.)

3.05.030 Nonrenewable leases or licenses of County-owned property not exceeding ten years in duration.

Notwithstanding [Section 3.05.020](#), nonrenewable leases or licenses of County-owned property not exceeding ten years in duration and having an estimated monthly rent not exceeding the maximum amount set forth in Government Code Section 25537, subdivision (b), as the same may be amended from time to time, are exempt from the bidding procedures described in [Section 3.05.020](#) and may be entered into by the board of supervisors after complying with any procedures specified in said subdivision (b). The board also authorizes the county administrative officer to execute leases or licenses of any County-owned property pursuant to Government Code Section 25537 in accordance with any applicable procedures specified by

that section and this chapter.

(Ord. 07-02 § 1, 2007; Ord. 03-08 § 3, 2003.)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes (5 minute presentation, 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Alicia Vennos
SUBJECT	Budget Adjustment for Tourism		

AGENDA DESCRIPTION:

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

Request approval by the Board to spend incremental revenue generated by additional advertising sales to increase the annual Mono County Visitor Guide by 8 pages in order to accommodate new 2014 advertisers, enhance content, and increase print/distribution by 10,000. Advertising revenues exceeded total projected revenue of \$23,500 by \$8,275. The additional \$8,275 is requested to be utilized to augment the content and reach of Mono County's primary tourism marketing piece. The increase in revenue matches the increase in expenditure, thus the net change is zero.

RECOMMENDED ACTION:

Request approval by the Board to increase Tourism revenue by \$8,275 which represents additional revenue generated through advertising sales for the 2014 Mono County Visitor Guide. Request approval by the Board to increase expenditures for enhanced design/ production of the 2014 Visitor Guide by the same amount of \$8,275 (106-TOUR-3250) in order to accommodate new advertisers, expand content and information, and to increase print quantity from 30,000 to 40,000. The net change is zero. A 4/5 vote is required for approval.

FISCAL IMPACT:

If all sales are realized, increase in revenues will equal increase in expenditures, resulting in a net change of zero.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [Tourism Budget Adjustment - Staff Report](#)

History

Time	Who	Approval
10/29/2013 2:14 PM	County Administrative Office	Yes
10/30/2013 10:10 AM	County Counsel	Yes
10/29/2013 6:46 PM	Finance	Yes



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-1743 • (760) 924-1697 (Fax)

Dan Lyster
Director
dlyster@mono.ca.gov

Alicia Vennos
Manager
avennos@mono.ca.gov

STAFF REPORT

SUBJECT: A budget adjustment is respectfully being requested to reflect an unanticipated increase in advertising revenues for the 2014 Visitor Guide in the amount of \$8,275, which will be expended to accommodate new advertisers, enhance content, and increase quantity and distribution. The revenue increase is equal to the requested increase in expenditure, so the net change is zero.

RECOMMENDATION FOR ACTION: Request approval by the Board to increase Tourism revenue by \$8,275 which represents the additional revenues generated through advertising sales for the 2014 Mono County Visitor Guide. Request approval by the Board to increase expenditures for design/production of the 2014 Visitor Guide by the same amount of \$8,275 (106-TOUR-3250) in order to accommodate new advertisers, expand content and information, and to increase print quantity from 30,000 to 40,000. Net change is zero. A 4/5 vote is required for approval.

BACKGROUND: The annual Mono County Visitor Guide is a professionally produced, magazine-size, full-color brochure designed to motivate visitation and assist visitors with travel planning to the county. Tourism-related business listings in every community are included, along with maps, campground information, attractions, activities, and iconic photography. It is distributed at several consumer travel/fishing/film location shows attended by Mono County, at numerous visitor centers and businesses throughout California, and is the lead fulfillment piece for requests from the tourism hotline and website.

Since its inception in 2009, the design and production of the Visitor Guide have been 100% funded through revenues generated from advertising sales. The increasing popularity and impact of the Guide has resulted, this year, in incremental advertising sales. This unanticipated revenue will be applied to expanding the Guide by eight pages to accommodate the new advertisers, increase information content and increase print quantity. Inventory of the 2013 Visitor Guide was depleted this year by mid-September.

To view the 2013 Mono County Visitor Guide: <http://edition.pagesuite-professional.co.uk/Launch.aspx?pbid=89d8265f-2656-4b8e-be0c-fd23d530d1bb>

FINANCIAL IMPACT: None. Increase in revenues will equal increase in expenditures, thus the net change is zero.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes (5 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Scott Burns, Courtney Weiche
SUBJECT	Sage Grouse Listing by US Fish and Wildlife Service		

AGENDA DESCRIPTION:

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

Review notice of Bi-State Distinct Population Segment of Greater Sage Grouse listing proposal under the Endangered Species Act.

RECOMMENDED ACTION:

Review listing proposal notice and provide any desired direction to staff, including: 1) Prepare letter requesting a 90-day extension of the comment period and also a public hearing in Mono County; 2) Consult the Bi-State Working Group, Inyo and Alpine counties, other affected agencies, and the County's consulting biologist in preparing comments for future Board consideration; 3) Direct staff and/or a Board representative to share the Board's September 17, 2013, comments at either the November 5 (Bishop) or November 6 (Smith Valley) USFWS meetings; and 4) Direct staff to engage Mono County congressional representatives to advocate on our behalf.

FISCAL IMPACT:

Potentially significant long-term economic impact, particularly when cumulative impacts of the proposed action are considered with those of the Yosemite toad and yellow-legged frog proposed action. The U.S. Fish and Wildlife Service must still prepare the required economic studies.

CONTACT NAME: Scott Burns

PHONE/EMAIL: 924-1807 / sburns@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Staff Report](#)

 [Attachment](#)

 [Attachment](#)

 [Attachment](#)

History

Time	Who	Approval
10/29/2013 3:04 PM	County Administrative Office	Yes
10/30/2013 10:16 AM	County Counsel	Yes
10/29/2013 7:01 PM	Finance	Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
www.monocounty.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

November 5, 2013

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Courtney Weiche, Associate Planner
Scott Burns, Director

RE: Sage Grouse Listing Proposal by U.S. Fish and Wildlife Service (USFWS)

RECOMMENDATION

Review listing proposal notice and provide any desired direction to staff, including:

- Prepare letter requesting a 90-day extension of the comment period and also a public hearing in Mono County;
- Consult the Bi-State Working Group, Inyo and Alpine counties, other affected agencies, and the County's consulting biologist in preparing comments for future Board consideration;
- Direct staff and/or a Board representative to share the Board's September 17, 2013, comments at either the November 5 (Bishop) or November 6 (Smith Valley) USFWS meetings; and
- Direct staff to engage Mono County congressional representatives to advocate on our behalf.

FISCAL IMPACT

Potentially significant long-term economic impact, particularly when cumulative impacts of the proposed action are considered with those of the Yosemite toad and yellow-legged frog proposed action. The U.S. Fish and Wildlife Service must still prepare the required economic studies.

DISCUSSION

On October 25, 2013, the Board of Supervisors received the attached notice that the USFWS proposes to list the Bi-State Distinct Population Segment of Greater Sage-Grouse as a threatened species under the Endangered Species Act (ESA). The notice also proposes to designate 1,868,017 acres of critical habitat within the Carson City, Lyon, Douglas, Mineral and Esmeralda counties in Nevada, and Alpine, Inyo and Mono in California. As the attached notice maps illustrate, the majority of Mono County is within the proposed critical habitat area.

Mono County has previously taken a position opposing such a listing, most recently in a September 17, 2013, Board of Supervisors letter (attached). Staff is currently reviewing the 112-page Federal Register notice, consulting with USFWS staff, and seeking supporting maps and documents to assist in preparing future County comments. The notice provides a 60 day review period, ending December 27, and announces two public meetings, one November 5 from 4–6 p.m. in Bishop and the second on November 6 from 1-3 p.m. in Smith Valley. It is

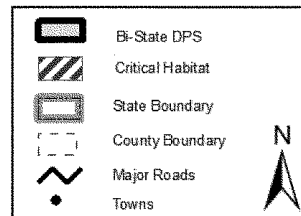
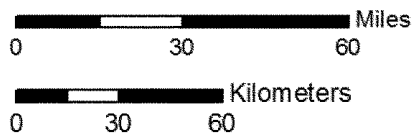
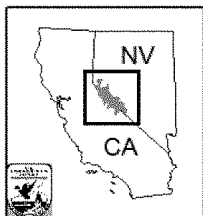
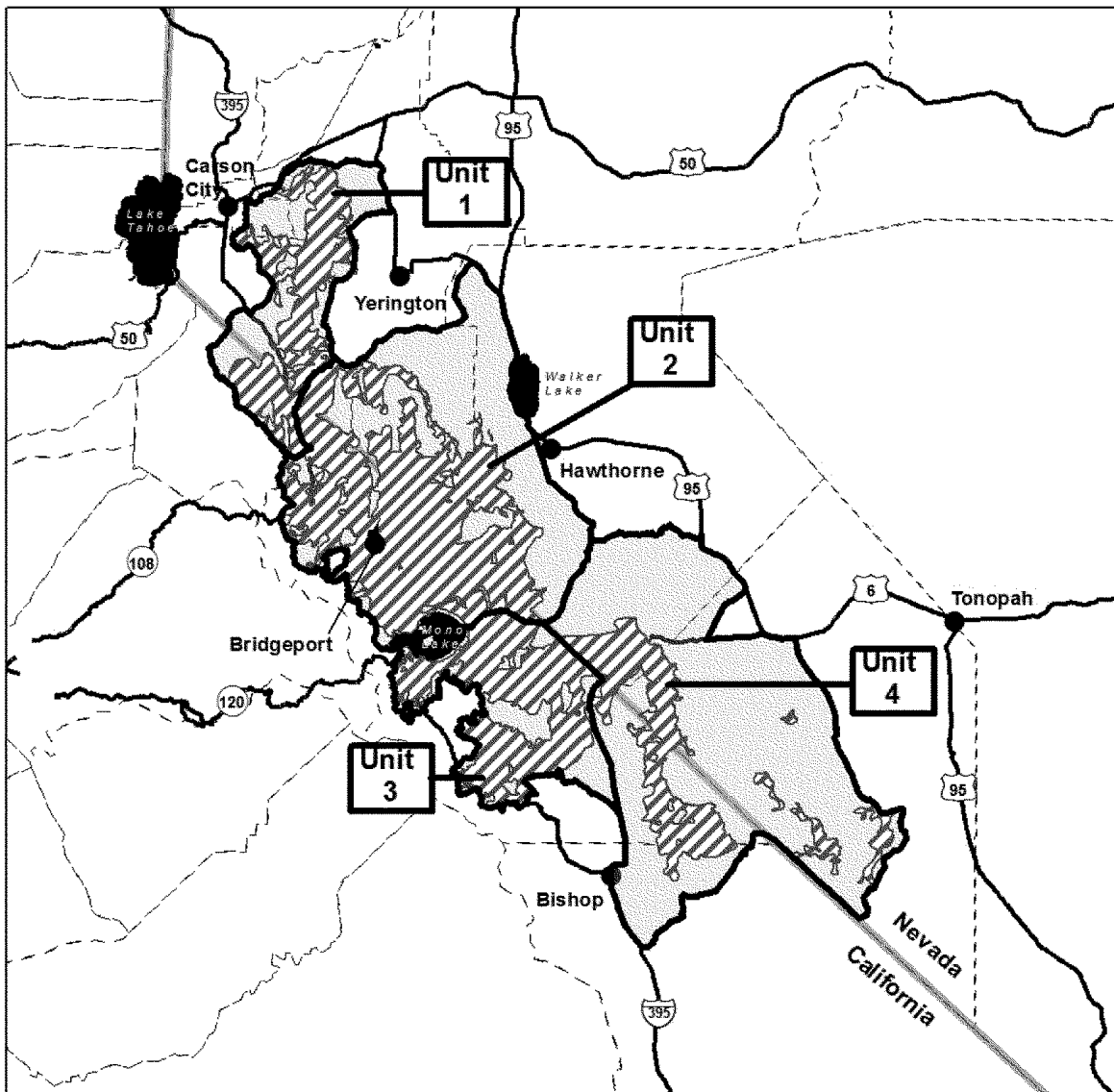
recommended that we share the Board's recent position that the listing is not warranted at one of these meetings.

Consistent with direction taken on the proposed listing of the yellow-legged frog and Yosemite toad, it is recommended that a 90-day extension of the comment period be requested to provide time to consult with other agencies, Dr. James Paulus, our contract biologist, and Mono County citizens in preparing a Board response. Also, since Mono County appears to be the most severely impacted local government, it is recommended that a public hearing be requested specifically for Mono County.

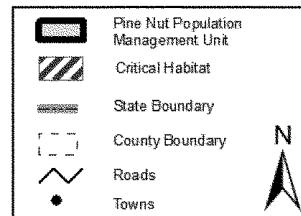
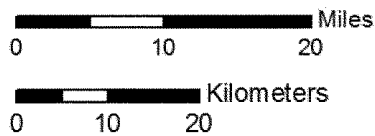
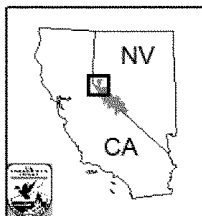
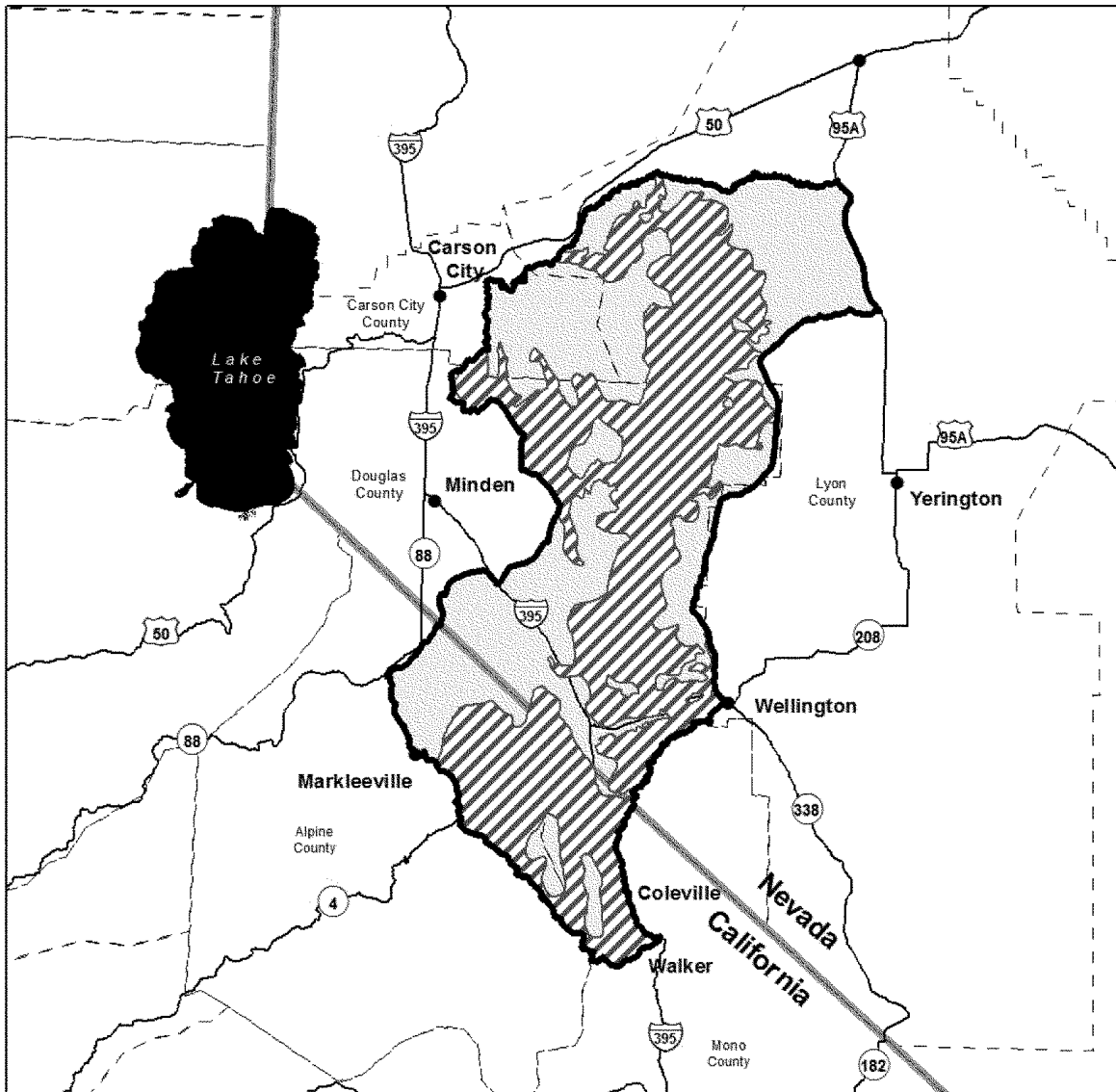
ATTACHMENTS

- Federal Register Notice Map Excerpt
- USFWS News Release
- Frequently Asked Questions
- September 17, 2013, Board of Supervisors letter
- August 6, 2013, Community Development letter

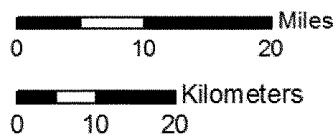
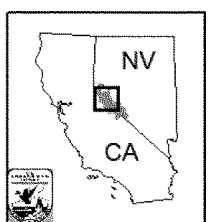
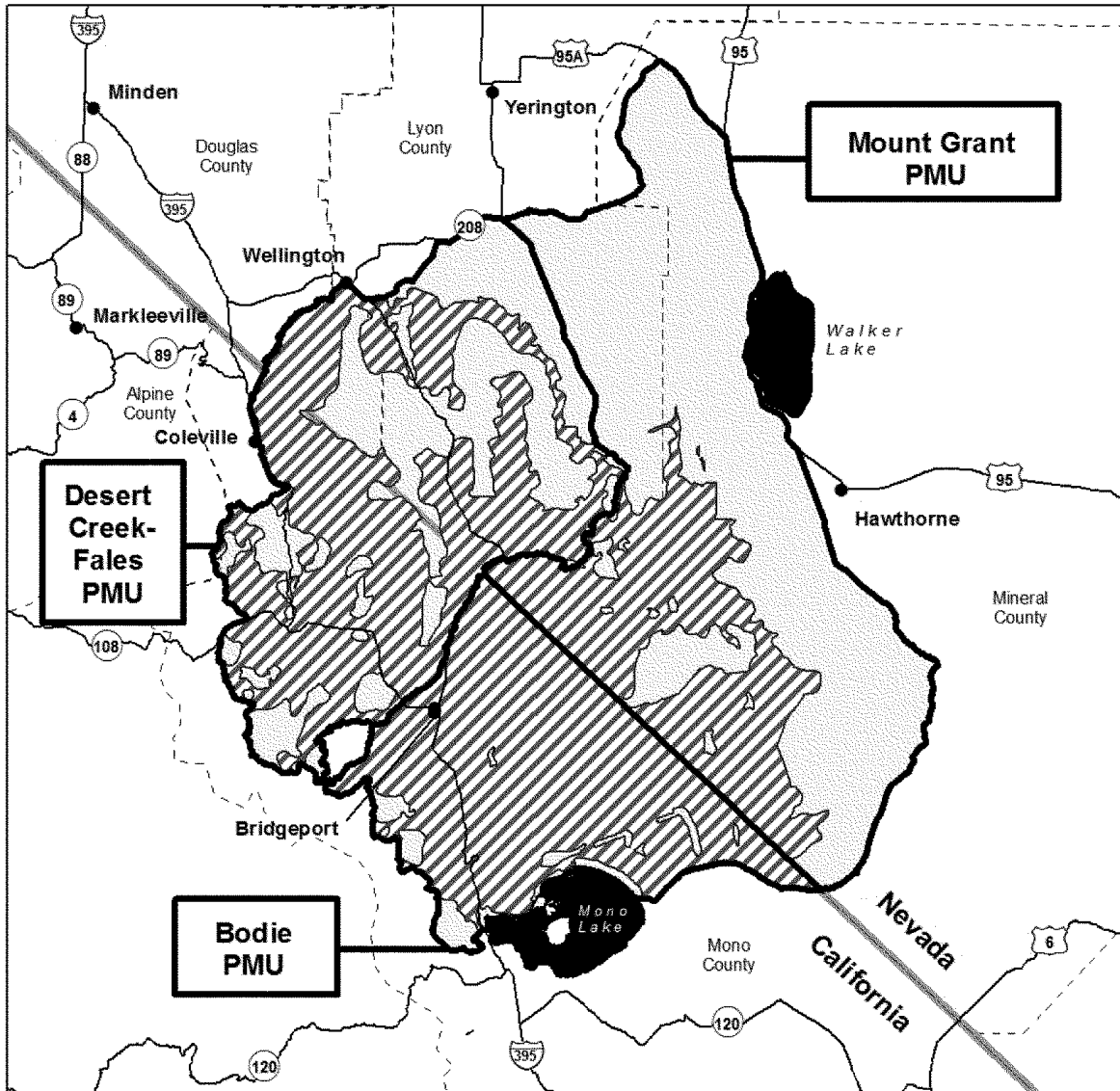
**Index Map: Critical Habitat for Bi-State Distinct Population Segment (DPS) of Greater Sage-Grouse;
Alpine, Inyo, and Mono Counties, California; and
Carson City, Douglas, Esmeralda, Lyon, and
Mineral Counties, Nevada**



**Unit 1: Critical Habitat for Bi-State Distinct Population
Segment of Greater Sage-Grouse;
Carson City, Douglas, and Lyon Counties, Nevada; and
Alpine and Mono Counties, California**



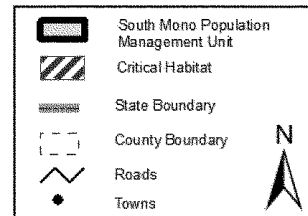
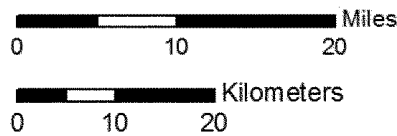
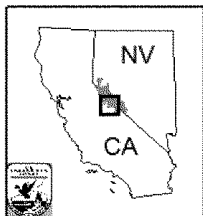
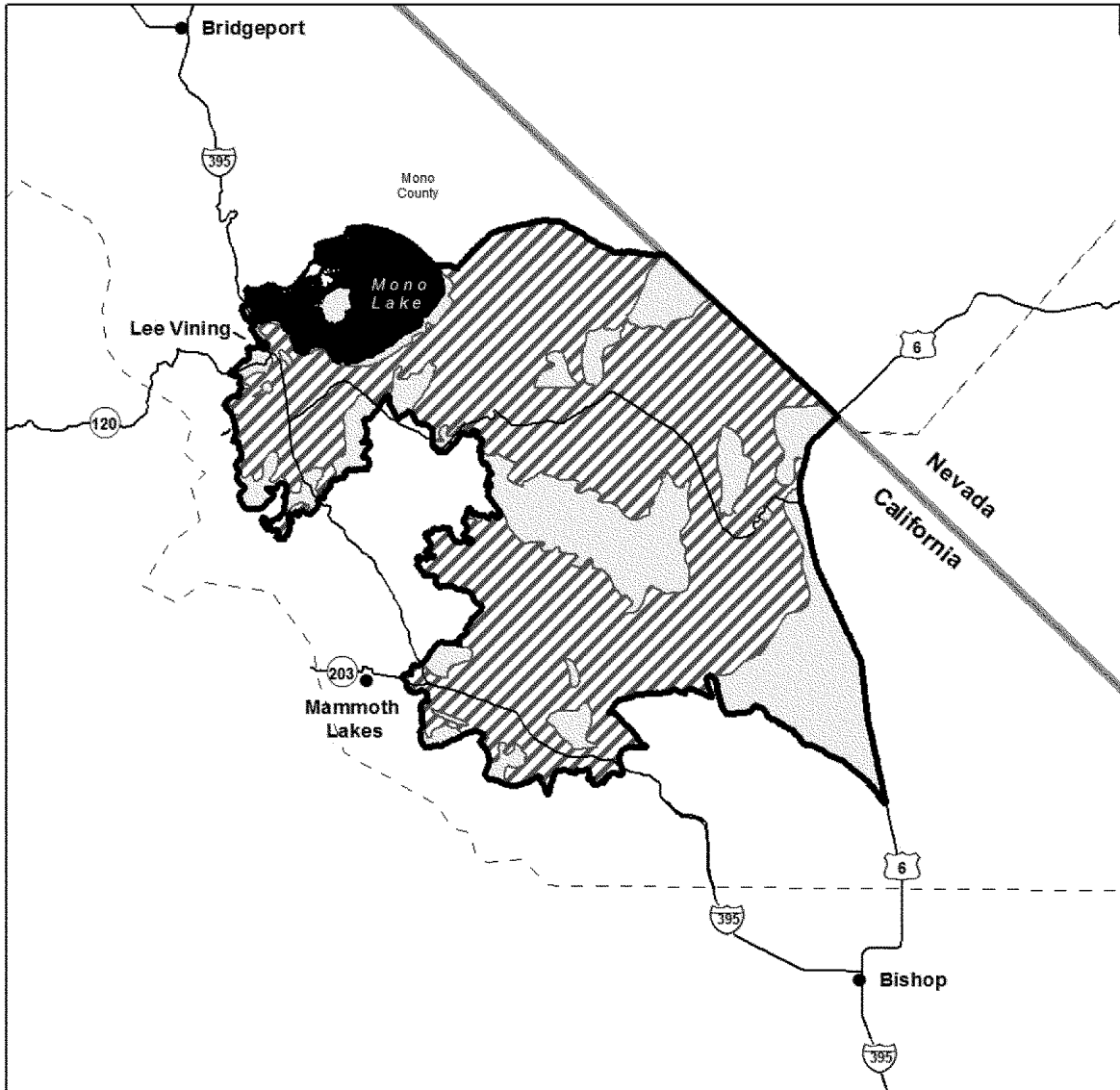
**Unit 2: Critical Habitat for Bi-State Distinct Population Segment
of Greater Sage-Grouse;
Douglas, Lyon, and Mineral Counties, Nevada; and
Alpine and Mono Counties, California**



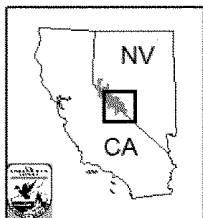
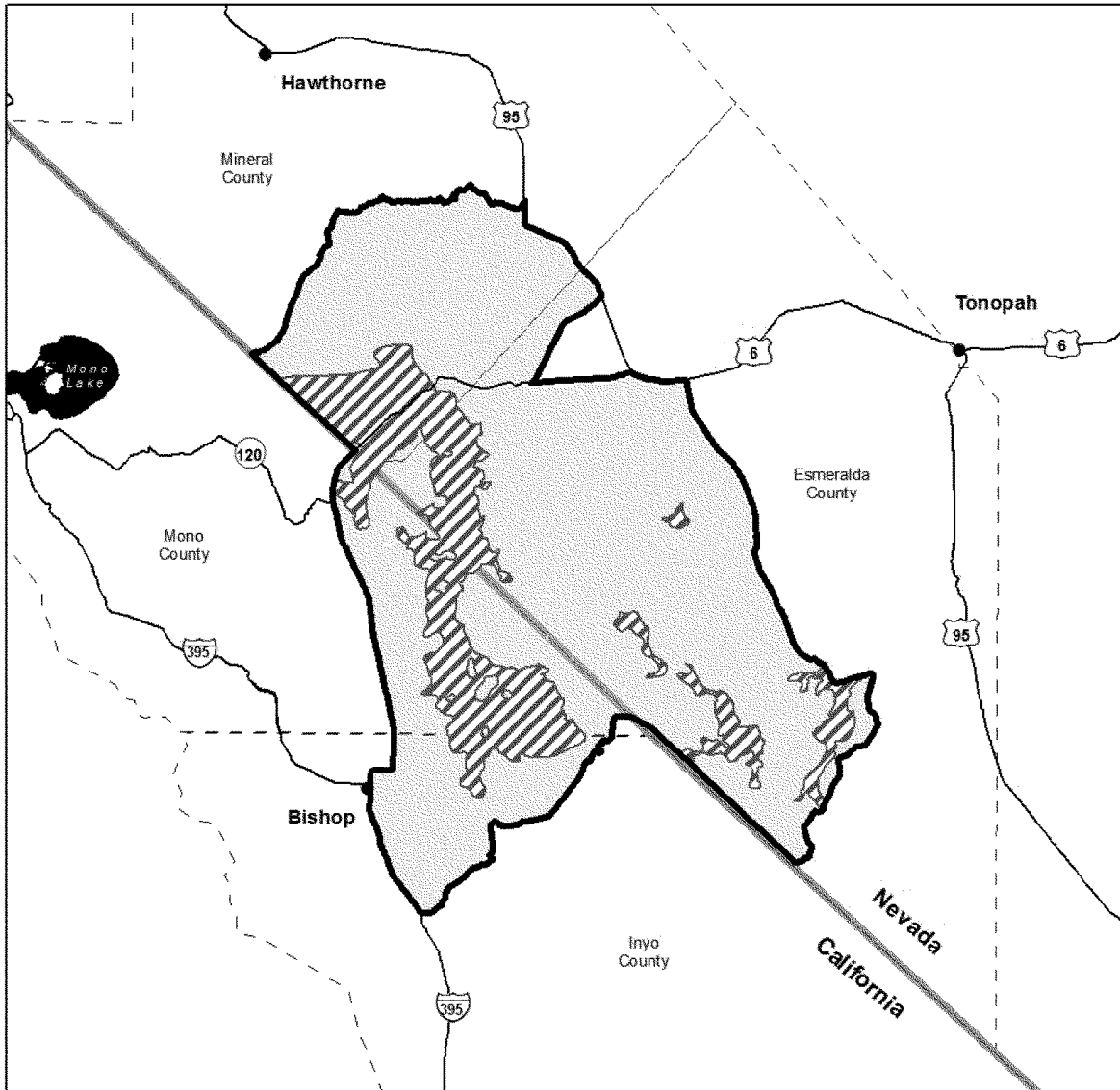
	Population Management Unit (PMU)
	Critical Habitat
	State Boundary
	County Boundary
	Roads
	Towns

N

Unit 3: Critical Habitat for Bi-State Distinct Population Segment of Greater Sage-Grouse; Mono County, California

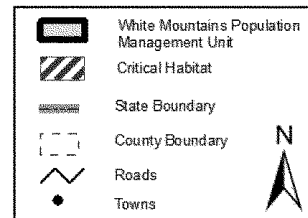


**Unit 4: Critical Habitat for Bi-State Distinct Population
Segment of Greater Sage-Grouse;
Esmeralda and Mineral Counties, Nevada; and
Inyo and Mono Counties, California**



0 10 20 Miles

0 10 20 Kilometers



News Release

Nevada Fish and Wildlife Office

1340 Financial Way, Suite 234

Reno, Nevada 89502

Tel: 775-861-6300; Fax 775-813-4546

<http://fws.gov/nevada>



Date: October 25, 2013

Contact: Jeannie Stafford (775) 861-6300

Jeannie_Stafford@fws.gov

FOR IMMEDIATE RELEASE

Bi-State Distinct Population Segment of Greater Sage-Grouse Proposed for Protection under Endangered Species Act

Special rule would allow flexibility for beneficial land management practices

RENO, Nev. – The U.S. Fish and Wildlife Service today proposed to protect the Bi-State Distinct Population Segment (DPS) of greater sage-grouse along the California-Nevada border as a threatened species under the Endangered Species Act (ESA). The proposal includes a special rule that would provide increased flexibility for land management practices that are intended to benefit the sage-grouse.

“We applaud the combined efforts of our federal, state and local partners, as well as private landowners across the species’ range, to address the significant challenges faced by the Bi-State DPS of greater sage-grouse,” said Ren Lohofener, Regional Director of the Service’s Pacific Southwest Region. “These efforts are essential to the recovery of the species. Today’s proposal, based on the best available science, should not deter us from continuing our work on behalf of the Bi-State DPS and its important sage brush habitat.”

The DPS’s current range is limited to six population management units (PMUs) along the California and Nevada border, which is less than 50 percent of its historical range. Scientists predict that four of the six PMUs could be lost in the foreseeable future.

Today’s Bi-State DPS proposal is being considered separately from the petition for protection of the greater sage-grouse and will have no bearing on the future evaluation of the wider-ranging populations of greater sage-grouse. The sage-grouse is a large, ground-nesting bird known for elaborate courtship displays on its breeding grounds.

The special rule proposed for the Bi-State would allow increased flexibility in implementing actions that will help conserve sage grouse. For example, the Service will consider whether to exempt from ESA take prohibitions land management practices consistent with the Bi-State Sage Grouse Local Area Working Group Action Plan, which was finalized in 2012, thus removing the need for any additional regulatory review.

Signatories to this plan include the Bureau of Land Management, U.S. Forest Service, Natural Resource Conservation Service, U.S. Geological Survey, Nevada Department of Wildlife, California Department of Fish and Wildlife, and the Service.

While the 2012 Action Plan is non-regulatory, it provides a general strategic path toward conservation, provides stakeholders a degree of confidence in implementation, and will serve as a good framework for development of a species recovery plan.

The Service also is proposing to designate approximately 1.86 million acres of critical habitat for the DPS. This habitat encompasses federal, state, tribal and private lands on four separate units in Carson City, Douglas, Lyon, Mineral and Esmeralda Counties in Nevada, and in Alpine, Mono, and Inyo Counties in California.

Critical habitat is a term defined in the ESA and identifies geographic areas containing features essential to the conservation of a threatened or endangered species and that may require special management considerations or protection. The designation of critical habitat does not affect land ownership or establish a refuge, and has no impact on private landowners taking actions on their land that do not require federal funding or permits.

The Service will open a 60-day comment period to provide the public an opportunity to comment on the proposed listing, special rule and designated critical habitat. During the public comment period, the agency will also seek peer review from qualified members of the scientific community to ensure that the final decision is based on the best available science. A copy of the finding and other information about the bi-state DPS of the greater sage-grouse is available at <http://www.fws.gov/nevada> or by contacting the Nevada Fish and Wildlife Office at 775-861-6300.

The Endangered Species Act provides a critical safety net for America's native fish, wildlife and plants. This landmark conservation law has prevented the extinction of hundreds of imperiled species across the nation and promoted the recovery of many others.

The agency will hold two informational public meetings regarding the proposals at the following times and locations:

November 5, 2013

4 to 6 p.m.

Tri-County Fairgrounds, Home Economics Building

Sierra Street and Fair Drive

Bishop, CA 93514

November 6, 2013

1 to 3 p.m.

Smith Valley Community Center

2783 State Route 208

Wellington, NV 89444

Scientific information regarding these proposals will be accepted until December 27, 2013, and may be submitted by one of the following methods:

(1) Electronically: Go to the Federal eRulemaking Portal:

<http://www.regulations.gov>. In the Search box, enter FWS-R8-ES-2013-0042 and FWS-R8-ES-2013-0072, which are the docket numbers for these rulemakings. Then, in the Search panel on the left side of the screen, under the Document Type heading, click on the Proposed Rules link to locate this document. You may submit a comment by clicking on "Comment Now!"

(2) By hard copy: Submit by U.S. mail or hand-delivery to: Public Comments Processing, Attn: FWS-R8-ES-2013-0042 and FWS-R8-ES-2013-0072; Division of Policy and Directives Management; U.S. Fish and Wildlife Service; 4401 N. Fairfax Drive, MS 2042-PDM; Arlington, VA 22203.

The mission of the U.S. Fish and Wildlife Service is working with others to conserve, protect, and enhance fish, wildlife, plants, and their habitats for the continuing benefit of the American people. We are both a leader and trusted partner in fish and wildlife conservation, known for our scientific excellence, stewardship of lands and natural resources, dedicated professionals, and commitment to public service. For more information on our work and the people who make it happen, visit <http://www.fws.gov/cno>. Connect with our [Facebook page](#), follow our [tweets](#), watch our [YouTube Channel](#), and download photos from our [Flickr page](#).

-FWS-

Editors: photos to support this story are available on our Flickr page [at http://www.flickr.com/photos/usfws_pacificsw](http://www.flickr.com/photos/usfws_pacificsw).

Proposed Listing, Special 4(d) Rule, and Critical Habitat Bi-State Distinct Population Segment of Greater Sage-Grouse

Frequently Asked Questions

What is the Bi-State Distinct Population Segment (DPS) of greater sage-grouse and where does it occur?

The Bi-State DPS of greater sage-grouse (*Centrocercus urophasianus*), which in the past has been referred to as the Mono Basin area population of greater sage-grouse, includes sage-grouse that occur in portions of Carson City, Lyon, Mineral, Esmeralda, and Douglas Counties in Nevada. It also includes sage-grouse in portions of Alpine, Inyo, and Mono Counties in California.

Why did the U. S. Fish and Wildlife Service determine that Bi-State greater sage-grouse population is a Distinct Population Segment (DPS)?

The Bi-State greater sage-grouse population qualifies as a DPS because genetic analysis shows it has been separated from other greater sage-grouse for thousands and perhaps tens of thousands of years and is discrete. It is significant to the remainder of the greater sage-grouse population because of these genetic differences.

The Service and the National Oceanic and Atmospheric Administration-National Marine Fisheries Service, developed the Policy Regarding the Recognition of Distinct Vertebrate Population Segments (DPS Policy) (61 FR 4722), to help determine what constitutes a DPS. The DPS Policy identifies three elements to be considered in a decision regarding the status of a possible DPS. These elements include (1) the discreteness of the population segment in relation to the remainder of the species to which it belongs; (2) the significance of the population segment to the species to which it belongs. If a population satisfies the above two elements, it is a DPS and then the third element is applied: (3) the population segment's conservation status in relation to the Endangered Species Act (ESA) standards for listing, delisting or reclassification (is the population segment threatened or endangered). Our policy further recognizes it may be appropriate to assign different classifications (i.e., threatened or endangered) to different DPSs of the same vertebrate taxon.

What is the Service's determination regarding the status of Bi-State DPS of the greater sage-grouse?

After evaluating the best available scientific information regarding the Bi-State DPS of greater sage-grouse, including an analysis of the threats to the species and its habitat, the Service has determined that protection under the ESA is warranted, and the species is proposed for listing as threatened. If the Service finalizes the rule as proposed, it would extend the ESA's protections to this species.

What is the purpose of the special rule? What will it do?

The special rule will increase flexibility in implementing actions that will help conserve sage grouse. For example, any actions consistent with the Bi-State Sage Grouse Local Area Working

Group Action Plan will be recognized as helping to conserve sage grouse, and will not require additional regulatory review to ensure they would not jeopardize the species.

The proposed 4(d) special rule provides that any take of the Bi-State DPS of greater sage-grouse incidental to agricultural activities that are included within a conservation plan developed by the NRCS for private agricultural lands and consistent with NRCS's Sage Grouse Initiative (SGI), as specified in this proposed rule, is not a prohibited action under the ESA.

What threat analysis did the Service complete in making this determination?

Under the ESA, the Service can determine that a species is an endangered or threatened species based on any of five factors: (A) The present or threatened destruction, modification, or curtailment of its habitat or range; (B) Overutilization for commercial, recreational, scientific, or educational purposes; (C) Disease or predation; (D) The inadequacy of existing regulatory mechanisms; or (E) Other natural or manmade factors affecting its continued existence.

We have determined that the primary threats to the Bi-State DPS of greater sage-grouse are urbanization and habitat conversion (Factor A); infrastructure (Factors A and E); mining (Factors A and E); renewable energy development and associated infrastructure (Factors A and E); non-native and native invasive species (e.g., cheatgrass, pinyon-juniper encroachment) (Factors A and E); wildfires and altered fire regime (Factors A and E), and small population size and population structure (Factor E). Other threats impacting the DPS are climate change, including drought (Factors A and E); recreation (Factors A and E); disease and predation (Factor B); and inadequacy of existing regulatory mechanisms (Factor D).

The DPS is experiencing multiple, interacting impacts (i.e., synergistic effects) to sage-grouse populations and sagebrush habitats that are ongoing (and expected to continue into the future) in many areas throughout the species' range.

Bi-State DPS of greater sage-grouse occur as small, local populations that are relatively isolated from each other. Small populations are inherently at greater risk than larger populations from events such as disease epidemics, or environmental catastrophes. Together, the Bodie and South Mono PMUs (which harbor the two stronghold populations), located mainly in California, represent less than 20 percent of the historical range for the Bi-State DPS.

Why did the Service make a determination on the Bi-State DPS of greater sage-grouse?

The Service received two petitions to list the Bi-State DPS of greater sage-grouse, one from the Institute for Wildlife Protection (dated December 28, 2001), and the other from the Stanford Law School Environmental Law Clinic (dated November 10, 2005) on behalf of the Sagebrush Sea Campaign, Western Watersheds Project, Center for Biological Diversity, and Christians Caring for Creation. A series of actions by the Service was taken in response to the petitions, which included publication (in 2006) of a 90-day finding that these petitions did not present substantial scientific or commercial information indicating that the petitioned actions were warranted.

There also have been legal challenges, and the Service voluntarily remanded its 2006 90-day finding. Based on reevaluation, the Service published a 90-day finding on April 29, 2008, concluding the petitions presented substantial scientific or commercial information indicating

that listing this population may be warranted, initiated an in-depth status review, and made a warranted but precluded 12-month finding, placing the species on the candidate list.

What is being done to conserve the Bi-State DPS of greater sage-grouse? The Service acknowledges its state, federal and local working group partners as well as private landowners for their ongoing and proposed conservation efforts across the range of the Bi-State DPS of greater sage-grouse. A Bi-State Local Area Working Group has been meeting regularly to discuss projects, issues, and opportunities, and developed a Local Area Working Group Action Plan in 2004. In 2012, the Bi-State Action Plan was finalized. Similar in nature to the 2004 Plan, it updated the current understanding of the population and apparent stressors and includes a series of actions needed to alleviate impacts. Signatories to this plan include the Bureau of Land Management, U.S. Forest Service, Natural Resource Conservation Service, U.S. Geological Survey and the Service, and the plan was vetted through participants associated with the 2004 Plan.

While the 2012 Action Plan remains non-regulatory, it provides a general strategic path forward toward conservation and affords a degree of confidence in implementation among stakeholders. It will also serve as a good framework for development of a species recovery plan.

Does the proposed listing of the Bi-State DPS of greater sage-grouse mean that the wider ranging greater sage-grouse will also be proposed for listing?

No. The Service's decision on the Bi-State DPS of greater sage-grouse is based on the best available science and is unique to this DPS. It was considered for protection as a separate entity and will have no bearing on the future evaluation of the wider-ranging population of greater sage-grouse.

There is still time to make conservation progress prior to the 2015 settlement date for the wider-ranging greater sage-grouse. Our proposed listing of the Bi-State DPS of greater sage-grouse should not deter implementation of actions for either the Bi-State DPS of greater sage-grouse or the wider-ranging greater sage-grouse.

What activities could be affected by the proposed listing and proposed critical habitat?

If a species is proposed for listing, under Section 7(a)(4) of the ESA, federal agencies are required to confer with the Service on any actions that are likely to jeopardize the continued existence of Bi-State greater sage-grouse or destroy or adversely modify proposed critical habitat. Also, if there is a project with a federal nexus (authorized, funded, or carried out by a federal agency) on non-federal lands, conferencing with the Service may be required. Federal agencies may also request conferencing with the Service on any program or activity that may affect a proposed species or proposed critical habitat.

What is the Service's determination regarding critical habitat for the Bi-State DPS of greater sage-grouse?

As part of the listing proposal, the Service has identified 1,868,017 acres of proposed critical habitat. This habitat is encompassed within federal, state, tribal, and private lands on four

separate units in Carson City, Douglas, Lyon, Mineral and Esmeralda Counties in Nevada, and in Alpine, Mono, and Inyo Counties in California. Consistent with the definition of “critical habitat,” the four units are the specific areas within the geographical area occupied by the species at the time of listing on which are found those physical and biological features essential to the conservation of the species. Land ownership in the four units is: 86 percent federal; 1 percent state; 9 percent private; 2 percent tribal; and 2 percent local.

What is critical habitat?

“Critical habitat” is a term in the ESA that identifies geographic areas of particular importance to the conservation of a threatened or endangered species. The ESA defines “conservation” as the actions leading towards the eventual recovery of a species to the point where it is no longer threatened or endangered.

The ESA requires federal agencies to consult with the Service on any of their actions that may affect designated critical habitat. The Service can then recommend ways to minimize any adverse effects. It imposes no requirements on state or private actions on state or private lands where no federal funding, permits, or approvals are required.

Does a critical habitat designation mean an area is considered a wildlife refuge or sanctuary?

No. The designation of critical habitat does not affect land ownership or establish a refuge, wilderness, reserve, preserve or other conservation area. It does not allow government or public access to private lands.

Will the Bi-State DPS of greater sage-grouse only be protected in places where critical habitat is designated?

No. All other protections afforded by the ESA apply both on and off designated critical habitat. Listed species, both inside and outside critical habitat, are protected from “take” (e.g., shooting, killing, trapping, and collecting). “Take” can be intentional or incidental. And “take” includes harming and harassing individual animals. However, take may be allowed with a permit from the Service.

How was critical habitat determined for the Bi-State DPS of greater sage-grouse?

The Service used the best available science and reviewed all available information pertaining to the habitat requirements of the species. In determining which lands to include in the critical habitat proposal, we identified the physical or biological features essential to the conservation of this species. First, we identified sagebrush plant communities that contain herbaceous vegetation consisting of a diversity and abundance of forbs, insects, and grasses that fulfill all of the seasonal dietary requirements of the Bi-State DPS of greater sage-grouse. Second, we identified non-sagebrush habitats located adjacent to sagebrush plant communities used by the Bi-State DPS of greater sage-grouse for foraging during seasonally dry periods. These habitats are generally more mesic (containing moderate amounts of moisture) than surrounding habitat, and include wet meadows, riparian areas, and irrigated pastures.

Does everything within the critical habitat boundary get treated as critical habitat?

No. The Service cannot map critical habitat in sufficient detail to exclude all developed areas and other lands unlikely to contain “primary constituent elements” essential for sage-grouse conservation. Within the critical habitat boundaries, only lands containing some or all of the primary constituent elements are designated as critical habitat. Existing man-made features and structures within critical habitat, such as buildings; roads; residential landscaping; residential, commercial, and industrial developments; and other features, do not contain the primary constituent elements. Therefore, these areas are not critical habitat and are specifically excluded from the designation.

In addition, we are not including 13,397 acres of land within the proposed critical habitat designation because the Department of Defense, Hawthorne Army Depot, has a completed, Service-approved Integrated Natural Resources Management Plan (INRMP). An INRMP integrates implementation of the military mission of the installation with stewardship of the natural resources found on the base. Among other things, each INRMP must, to the extent appropriate and applicable, provide for fish and wildlife management; fish and wildlife habitat enhancement or modification; wetland protection, enhancement, and restoration where necessary to support fish and wildlife; and enforcement of applicable natural resource laws.

What are Primary Constituent Elements (PCEs)?

According to 50 CFR 424.12(b), the Service is required to identify the physical or biological features essential to the conservation of the Bi-State DPS of greater sage-grouse in areas occupied at the time of listing, focusing on the features’ primary constituent elements. We consider primary constituent elements to be those specific elements of the physical or biological features that provide for a species’ life-history processes and are essential to the conservation of the species.

Based on our current knowledge of the physical or biological features and habitat characteristics required to sustain the species’ life-history processes, the Service determined that the primary constituent elements specific to the Bi-State DPS of greater sage-grouse are:

PCE 1: Areas with vegetation composed primarily of sagebrush plant communities of sufficient size and configuration to encompass all seasonal habitats for a given population of greater sage-grouse, or facilitate movements within and among populations.

PCE 2: Breeding habitat composed of sagebrush plant communities with structural characteristics within the ranges described below. Habitat structure values are average values.

<u>Vegetation Variable</u>	<u>Amount of Occurrence in the Habitat</u>
Sagebrush Canopy Cover	>20 percent
Non-sagebrush Canopy Cover	>20 percent
Total Shrub Canopy Cover	>40 percent
Sagebrush Height	>30 cm (12 in)
Perennial Grass Cover	No less than 5 percent but >10 percent if total shrub cover <25 percent
Annual Grass Cover	<5 percent
Forb Cover	>10 percent

Grass/Forb Height >18 cm (7 in)

PCE 3: Brood-rearing habitat composed of sagebrush plant communities and alternative, mesic habitats used primarily in the summer-late fall season. These sites include, but are not limited to: riparian communities, springs, seeps, mesic meadows, and irrigated hay pastures with structural characteristics within the ranges described below.

<u>Vegetation Variable</u>	<u>Amount of Occurrence in the Habitat</u>
Sagebrush Canopy Cover	10 - 25 percent
Total Shrub Canopy Cover	14 - 25 percent
Sagebrush Height	> 30 cm (12 in)
Perennial Grass Cover	> 7 percent
Perennial Forb Availability	> 5 species present
Forb Cover	> 7 percent
Grass/Forb Height	18 cm (7 in)
Meadow Edge (ratio perimeter to area)	> 0.015
Species Richness	> 5 species

PCE 4: Winter habitat composed of sagebrush plant communities with sagebrush canopy cover greater than 10 percent and sagebrush height of greater than 25 cm (9.8 in) above snow level.

Is an economic analysis being prepared for the proposed critical habitat designation?

Yes. The Service is preparing an analysis of the economic impacts of the proposed critical habitat designations and related factors and will announce the availability of the draft economic analysis as soon as it is completed. At that time, the Service will seek additional public review and comment.

How can I find out more information about the proposals?

Two public meetings have been scheduled at the following locations and times:

November 5, 2013

4 to 6 p.m.

Tri-County Fairgrounds, Home Economics Building

Sierra Street and Fair Drive

Bishop, CA 93514

November 6, 2013

1 to 3 p.m.

Smith Valley Community Center

2783 State Route 208

Wellington, NV 89444

Information about the proposals is available on the web at <http://www.fws.gov/Nevada> or at <http://www.regulations.gov>, or by calling the U.S. Fish and Wildlife at 775-861-6300.

How can I provide comments on the proposals?

Scientific information regarding these proposals will be accepted until December 27, 2013 and may be submitted by one of the following methods:

(1) Electronically: Go to the Federal eRulemaking Portal:

<http://www.regulations.gov>. In the Search box, enter FWS–R8–ES–2013–0072 and FWS–R8–ES–2013–0042, which are the docket numbers for these rulemakings. Then, in the Search panel on the left side of the screen, under the Document Type heading, click on the Proposed Rules link to locate this document. You may submit a comment by clicking on “Comment Now!”

(2) By hard copy: Submit by U.S. mail or hand-delivery to: Public Comments Processing, Attn: FWS–R8–ES–2013–0072 or FWS–R8–ES–2013–0042; Division of Policy and Directives Management; U.S. Fish and Wildlife Service; 4401 N. Fairfax Drive, MS 2042–PDM; Arlington, VA 22203.

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
www.monocounty.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

August 23, 2013

Carl Benz, Assistant Field Supervisor
U.S Fish and Wildlife Service
Ventura Fish and Wildlife Office
2493 Portola Road, Suite B
Ventura, CA 93003

Dear Carl:

As the U.S. Fish and Wildlife Service (FWS) is considering the Bi-State sage grouse listing, we wish to follow up prior conversations and provide an update on Mono County progress. As noted previously, in addition to our participation in the past and more recent Bi-State planning effort, Mono County has obtained a Sustainable Communities Grant from the Strategic Growth Council to update sections of the Mono County General Plan, including policies and mitigation requirements pertaining to sage grouse. The General Plan Update is under way with consulting biologist Dr. James Paulus assisting in the assessment and mitigation strategy development for the Bi-State population in Mono County.

With the Bi-State listing decision under the Endangered Species Act (ESA) approaching, this letter summarizes and updates our local efforts, and includes Dr. Paulus's opinions on the potential listing from a Mono County perspective. We request that this summary be considered in the impending decision, as whatever choice is made will surely have significant impact upon the activities and the prosperity of the people who live and work in Mono County. We have gained considerable knowledge of the ecology and management of grouse through this process, as the known range of the population encompasses nearly the entirety of all lands below 10,000 ft elevation in Mono County.

There is concern that the consequences of a decision to list the Bi-State as Threatened or Endangered will be harmful to the overall health of Mono County and that significant social and economic damage will result if listing occurs. The current and future welfare of Mono County citizens is a major consideration of our General Plan Update. We recognize this update is a significant opportunity to create new protections for sustaining the Bi-State sage grouse in Mono County. Meanwhile, as the following demonstrates, intervention in the form of federal listing intended to remove the danger of species extinction will not add benefits of offsetting magnitude; programs and working groups are already in place, and federal land management agencies' local exercise of regulatory power will be sufficient to attain the goal of saving the species from potential extinction even if federal listing is determined to be unwarranted at this time.

Genetic separation of Bi-State grouse as a Distinct Population Segment (DPS) of the greater sage-grouse species (Oyler-McCance, et al., 2005, Oyler-McCance and Casazza, 2011) provides the basis for evaluating the Bi-State population separately when making regulatory decisions. Proof of separation from the larger taxa known from six states outside California likewise confirms that the threats thought to underlie declines in the Bi-State population must be considered separately. The Bi-State's ecological status with regard to identification of significant threats, threat causes and effective remediation must be treated as unique to the DPS. Furthermore, current successes in stabilizing grouse sub-populations in the Bi-State must be evaluated separately from general trends established with other populations elsewhere.

The identified threat that is most relevant to this distinction is the actual and functional loss of grouse habitat. While often given as the "highest priority threat" for greater sage-grouse at large (e.g., USFWS representative Ted Cooke, presentation at the March 18, 2013, meeting of the Bi-State Local Area Working Group), the available evidence shows that the Bi-State DPS has experienced no significant contraction of its historical range in Mono County (Hall, et al., 2008). Contractions of the range that have been documented are small and localized, and can be attributed to specific, manageable factors that naturally fall under the jurisdiction and interest of local agencies and managers. Another example of a potential listing factor (i.e., threat) identified for greater sage-grouse at large is the inadequacy of the existing regulatory mechanisms (U.S. Fish and Wildlife Service, 2013). This also appears to be largely irrelevant to the Bi-State situation. The state and local regulatory efforts described herein, including some that are currently funded by federal grants, in combination with DPS-specific ecological research, effective site mitigations (many ongoing), development restrictions of Mono County, aggressive application of the California Environmental Quality Act by Mono County, and existing and in-process Conservation Easements, Conservation Plans and programmatic threat controls currently in development at the local level, will be sufficient to remove the real danger of extinction.

Listing Bi-State grouse under ESA unfortunately may cause re-prioritization of effective current and future efforts to conserve the population, and instead may emphasize the actual but lesser threats of habitat loss or inadequacy of the existing regulatory mechanisms. There is concern that risk for Bi-State extinction will be increased dangerously if our locally developed recognition of primary threats or our commensurate concrete and enthusiastic local efforts are superseded, replaced, or interfered with by mandated new, currently undefined federal actions subsequent to listing under ESA.

Bi-State habitat loss is precluded in large part by the expansiveness of federal land holdings across the DPS' known range in Eastern California and Western Nevada. Grouse predominantly use undeveloped lands that are and will continue to be administered by the U.S. Forest Service and Bureau of Land Management. We believe this existing federal jurisdiction explains why the range of the DPS has not significantly contracted from its historic (pre-European settlement) extent (Hall, et al., 2008). Furthermore, these lands are inherently more accessible for ecological researchers. Funding or other agency support for research has been and likely will continue to be available. This preponderance of federal landholdings has already fostered a greater scientific understanding of grouse of the Bi-State than anywhere else within the range of the species at large. Research to date has helped to offset the rush to conclude that

habitat loss and fragmentation are primary threats underlying historical declines in abundance. While this threat may be significant for greater sage-grouse in Wyoming (USFWS, 2013) or elsewhere, Bi-State population maintenance is now thought to be controlled mainly by its predators, whose presence has been on the increase. Cassaza, et al. (2007) concluded that avian and mammalian predation was the greatest threat to Bi-State nest success, brood survival, and even adult survival in every Population Management Unit studied. Most notable among these predators are golden eagles (predation of adults), common ravens (nest and brood predation), and coyotes (nests, broods and adults).

In contrast to habitat loss as a perceived primary threat, one which arguably may be difficult to address effectively without the federal power granted by listing under ESA, increased predation due to greater predator presence may be effectively ameliorated through control strategies that are available to local regulators. In Mono County, the Planning Division now requires that all projects that could provide predatory perches for raptors such as golden eagles or for ravens must implement deterrents to perching (e.g., “raptor spikes”), and also requires follow-up monitoring to ensure effectiveness. Perch deterrence requirement exemplifies the County’s self-imposed mandate (as specified in the General Plan – see County of Mono, 2013) that potential impacts to wildlife habitat quality must be quantified by a scientific study funded by the project proponent and assessed in consultation with the California Department of Fish and Wildlife, so as to meet the further requirement that all potential impacts must be brought to below the level of significance for project approval (2012 Conservation/Open Space Element, Biological Resources Objective A).

Revisions recommended for the 2014 General Plan Update include strictly applied Conditions of Approval reducing trash and other attractants for ravens and coyotes and avoiding creation of new nest sites for ravens in grouse habitat. The County’s Benton Crossing Landfill, located within the South Mono Population Management Unit in Long Valley, is scheduled to close no later than 2023, at which time existing anthropogenic subsidies will be eliminated. The operation currently implements a mitigation plan to deter ravens and gulls from the site, but the effort does not eliminate ravens or gulls entirely. Since Bi-State listing under ESA would not provide additional support or expansion of mitigation efforts, we believe funding spent on listing would be more effective if granted in support of state/local predator research and control programs, or if the FWS were to exercise its regulatory power to make it easier to reduce raven and coyote population sizes within and near critical Bi-State habitats.

Mono County has been collaborating in the current Forest Plan Amendment of the Humboldt-Toiyabe National Forest, including presentations before local planning committees, the Mono County Collaborative Planning Team and Board of Supervisors. The draft Plan Amendment includes specific goals, objectives standards, guidelines and monitoring indicators to conserve, enhance and/or restore habitats of the Bi-State population in northern Mono County. The intent of the amendment is to provide the regulatory mechanisms needed to respond to the U.S. Fish and Wildlife Service’s publishing of a “warranted, but precluded” Endangered Species Act listing petition 12-month finding for the Bi-State sage-grouse. The amendment will improve the ability of land management agencies to conserve, enhance, and/or restore sagebrush and associated habitats to provide for the long-term viability of the Bi-State sage-grouse.

The amendment responds to priority risks such as increasing raven and coyote populations, increasing recreational access to prime habitats, and livestock grazing impacts on habitat. A draft Environmental Impact Statement for the amendment has been released for public review.

Similarly, the Bureau of Land Management/Bishop Field Office, which will be updating its Resource Management Plan, intends to include specific language to add regulatory certainty regarding Bi-State conservation. The Bishop District has a strong track record regarding grouse conservation, due in part to the passion of its staff. But this outcome has been and will continue to be guided by a Resource Management Plan that states very broadly, "Do not adversely affect grouse habitat" (Colleen Stevens, personal communication 3/18/13). This conservative policy powerfully imparts regulatory certainty for ongoing preservation of Bi-State habitat quality and connectivity. We encourage this trend, and believe that local federal agency offices have and will continue to improve and enforce the types of regulatory mechanisms that will effect preservation. Additional, imposed U.S. Fish and Wildlife Service actions that may be intended to bolster federal regulatory power are not needed.

The Bi-State grouse are faced with landscape-level changes in their environment, in addition to increasing raven and coyote populations. These include: creeping sagebrush scrub habitat degradation due to the encroachment of pinyon-juniper woodland trees and non-native cheat grass; loss of meadow habitat as historically established irrigated pastures are withdrawn; the presence of a significant disease threat (West Nile Virus); and the depredative effects of barbed-wire fencing and roads where they cross through remaining habitat. Implementation of the Bi-State 2004 Conservation Plan (Bi-State Local Area Working Group, 2004) and 2012 Action Plan (Bi-State Technical Advisory Committee, 2012) will result in effective remediation of these known threats. Actions already implemented under this guidance have resulted in significant progress in the understanding of these aspects of grouse ecology at the local level and in concrete progress toward conservation. Restoration of prime sagebrush habitat (pinyon-juniper removal) has occurred on more than 14,000 acres of public lands. Nearly 13,000 acres of private lands within the Bi-State's range have come under recorded conservation easements that target grouse habitat preservation and enhancement, with an additional 7,240 acres of easement applications currently in the process of being finalized. Modified livestock grazing allotments totaling more than 1 million acres now include grouse-sensitive seasonal use and stocking limits. Anti-collision marking of fences already accomplished under NRCS direction has resulted in an 83% reduction in post-treatment mortality.

The Bi-State Local Area Working Group has implemented or is currently implementing 293 separate projects in response to specific needs pursuant to preservation as identified in the 2012 Action Plan. The many partners and stakeholders who participated in developing the 2004 Bi-State Conservation Plan sought to prioritize risks, identify strategies for conservation, and specify projects to address the risks as they were understood. But this knowledge and administration have not been static. The emergence of the 2012 Action Plan has occurred because the interest and dedication to Bi-State preservation has continued to grow. Current Action Plan partners include the Natural Resource Conservation Service, U.S. Geological Survey, Bureau of Land Management, U.S. Forest Service, California Department of Fish and Wildlife, Nevada

Department of Wildlife, University of Nevada, The Nature Conservancy, Los Angeles Department of Water and Power, and many other local landowners and land administrators. Meetings of the Local Area Working Group consistently overflow the room, and these are the people who can make and have made preservation happen. It is clear that the local administrative structure for the Bi-State DPS has matured and is today a strong and balanced approach to preservation.

These important policy developments, outreach efforts to secure conservation easements, and on-the-ground habitat enhancement works that add to the quality and extent of available habitat will not be affected should the FWS determine that listing under ESA is currently unwarranted. The trend toward effective population stabilization and away from potential extinction is already established and growing – statistically significant increases have been observed for both number of leks and number of males observed at leks within the Bi-State's range during the period 1995 to 2012 (BLM representative Steve Nelson, 3/5/13 presentation to the Mono County Board of Supervisors). It seems unlikely that the as-yet undefined programs that may be eventually established as a result of listing under the ESA would justifiably render a more effective trend. We believe it more likely that efforts on the part of the FWS to ease the NEPA requirements (specifically, cultural resource clearance) for the existing Bi-State Local Area Working Group programs – for example, local meadow habitat restoration and removal of encroaching conifers and junipers from sagebrush scrub habitat – would go much farther and faster toward preservation of the Bi-State.

Mono County is committed to the 2012 Action Plan goal of stabilizing grouse populations through preservation and enhancement of their habitat. County policy and ongoing involvement in the Bi-State effort reflects this commitment, and we are taking advantage of the General Plan Update to bring grouse to the forefront in future planning decisions. Lands outside existing communities are now largely subject to Resource Management designation, as specified in the Land Use Element of the General Plan. This designation specifically calls for preservation of the habitat of sensitive species “permanently” (County of Mono, 2013). Increased recreation, and development outside existing communities, are unequivocally identified as threats to wildlife habitat sustainability, with established policy calling for the protection and enhancement of these habitats as a basic guideline for regulating such activities where the County has jurisdiction, and calling for cooperation with federal and state agencies toward the goal of preservation of the extensive grouse habitats where these agencies have jurisdiction. Policies also direct County facilitation of habitat acquisition as a result of land exchanges with federal or state land management agencies or by the purchase by land preservation organizations (Policy 6 of the Mono County Conservation/Open Space Element). It is anticipated that the update of the General Plan currently under way and scheduled for adoption in 2014 will provide new lek setbacks, requirements for fence collision-avoidance markers on all new fencing, escape ramps for new troughs and ponds, revegetation standards for restoration of disturbed sagebrush habitat, and new restrictions on road building in grouse habitat for projects on private lands.

We believe that this intensity of local preservation effort is unprecedented for any Candidate species. It reflects our shared concern for our environment, a stewardship which naturally arises from the realization that we are fortunate to live and work in such a bountiful place. In Mono County, efforts now under way to preserve the Bi-State will

continue, and will continue to expand, even should the FWS decide against listing under ESA. Listing would surely impose another gauntlet for the Bi-State's sustainability – administrative confusion, as federal and local experience and priority actions will differ. Even if listing is well-meaning for the species, delay or setback while a new administrative layer is integrated would deal a serious blow to the Bi-State DPS, possibly even to the point of allowing the current threats to extirpate the DPS or some of the sub-populations from their current range. As an alternative to listing, U.S. Fish and Wildlife Service assistance in implementing the locally crafted set of programs, especially help in institutionalizing new, effective predator control and help with burdensome cultural resource requirements under NEPA, would be more justifiable in the case of the Bi-State DPS.

To summarize, we sincerely believe the available evidence supports our position that recovery has already been assured by positive changes in the sentiments of the populace, by the policies we have adopted and are updating, and by the current and planned actions of landowners, volunteers, and agency personnel acting under the guidance of the 2012 Action Plan.

Your favorable consideration of these comments is appreciated. Please call me at (760) 924-1807 if you have questions concerning this matter; technical questions can be directed to consulting biologist, Dr. James Paulus at (760) 937-7177.

Respectfully submitted,



Scott Burns
Director

cc Jim Leddy, County Administrative Officer
Dr. James Paulus, Consulting Biologist
Tony Dublino, Solid Waste Superintendent

ATTACHMENTS

- Evaluation of Genetic Distinctiveness
- Multilocus Population Genetic Survey
- California Bird Species of Special Concern
- Ecology of Greater Sage-Grouse.

REFERENCES

- Bi-State Local Area Working Group, 2004. Greater Sage-Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California. Nevada Governor's Sage Grouse Conservation Team.
- Bi-State Technical Advisory Committee, 2012. Bi-State Action Plan: Past, Present and Future Actions for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment. Bi-State Executive Oversight Committee for Conservation of Greater Sage-Grouse. Report date March 15, 2012.
- Casazza, ML, Overton, CT, Farinha, MA, Torregrosa, A, Fleskes, JP, Miller, MM, Sedinger, JS, and E. Kolada. 2007. Ecology of Greater Sage-Grouse in the Bi-State Planning Area Final Report, September 2007. USGS Open File Report 2009-1113.
- County of Mono, 2013. General Plan. <http://monocounty.ca.gov/planning/page/general-plan>.
- Hall, FA, Gardner, SC, and DS Blankenship, 2008. Greater sage-grouse (*Centrocercus urophasianus*), pp. 96-101 in Shuford, WD and T Gardali (Eds.), California Bird Species of Special Concern: A Ranked Assessment of Species, Subspecies, and Distinct Populations of Birds of Immediate Conservation Concern in California. California Department of Fish and Wildlife, Sacramento.
- Oyler-McCance, SJ, Taylor, SE, and TW Quinn, 2005. A multilocus population genetic survey of the greater sage-grouse across their range. *Molecular Ecology* 14:1293-1310.
- Oyler-McCance, SJ, and ML Casazza, 2011. Evaluation of the genetic distinctiveness of greater sage-grouse in the Bi-State Planning Area. USGS Open File Report 2011-1006.
- U.S. Fish and Wildlife Service, 2013. Greater sage-grouse (*Centrocercus urophasianus*) Conservation Objectives: Final Report (February 2013). USFWS, Denver.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes (10 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Hillary Bayliss, PHN, Health Program Manager
SUBJECT	Department of Public Health Immunization Contract Fiscal Year 2013-2017		

AGENDA DESCRIPTION:

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

Proposed contract with California Department of Public Health pertaining to immunization services.

RECOMMENDED ACTION:

Approve and authorize the Chair to sign the Standard Agreement, Number 13-20334 with the California Department of Public Health (CDPH) for the Immunization Program for FY 2013-2017 and the Contractor Certification Clauses (CCC) signature page.

FISCAL IMPACT:

\$100,000 to provide immunization services in FY 2013-2017. This grant was anticipated and \$20,000 is included in the current budget. If any adjustments are necessary, they will be addressed in the midyear budget.

CONTACT NAME: Hillary Bayliss, PHN, Health Program Manager

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

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

SEND COPIES TO:

Hillary Bayliss, PHN, Health Program Manager: requesting 2 copies of the Board Motion/Resolution.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

- [📄 Standard Agreement 13-20334](#)
- [📄 Contractor Certification Clauses](#)
- [📄 Mono County Immunization Status 2012 Power Point](#)

History

Time	Who	Approval
10/29/2013 2:15 PM	County Administrative Office	Yes
10/30/2013 10:07 AM	County Counsel	Yes
10/30/2013 9:54 AM	Finance	Yes

October 28, 2013

To: Honorable Board of Supervisors
From: Lynda Salcido, Public Health Director
Subject: Department of Public Health Immunization Contract FY 2013-2017
Standard Agreement

Recommended Action: Approve and authorize the Chair to sign the Standard Agreement, Number 13-20334 with the California Department of Public Health (CDPH) for the Immunization Program for FY 2013-2017.

Discussion: The Public Health Department of Mono County has received a direct funding grant from the immunization branch of the CDPH. Mono County has been awarded \$100,000 which is base level funding with FY 2013/2014 through FY 2016/2017. This grant augments the cost of the immunization program provided by the Mono County Health Department, which assists the county in complying with the requirements of the Health and Safety Code and joining the State in its objective to control vaccine preventable disease.

The objective to control vaccine preventable disease has been a main focus of our activity in the past few years as we have responded to several different outbreaks, including but not limited to: pertussis (whooping cough), varicella (chickenpox), and norovirus. As a result of the pertussis outbreak in 2009, recommendations regarding the pertussis containing vaccine continue to evolve and therefore much time and effort has been with educating medical providers, school personnel, and families within Mono County to ensure maximum protection against this deadly disease.

The immunization program involves providing federally supplied vaccine at a cost of just \$2.00 per vaccine or \$5.00 per visit to qualified families with children under 19. In addition to weekly clinics in Mammoth, clinics are conducted monthly in Bridgeport, Coleville/Walker, and Benton. Outreach clinics have also been conducted at community events and childcare centers throughout the county to provide recommended vaccines to the school-aged population. The immunization program has developed an adult and travel medicine clinic, as well, which provides the only full service travel vaccine clinic in the Eastern Sierra.

Fiscal Impact: Mono County will receive \$100,000 to provide immunization services in FY 2013/2014 through FY 2016/2017.

For questions regarding this item, please call Lynda Salcido at 760.924.1842.

Submitted by:



Lynda Salcido, Public Health Director

10-29-13

Date

ORIGINAL

REGISTRATION NUMBER

AGREEMENT NUMBER

13-20334

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

STATE AGENCY'S NAME

(Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME

(Also referred to as Contractor)

County of Mono

2. The term of this Agreement is: July 1, 2013 through June 30, 2017

3. The maximum amount of this Agreement is: \$ 100,000
One Hundred Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	12 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit B, Attachment IV – Budget (Year 4)	1 page
Exhibit C * – General Terms and Conditions	<u>GTC 610</u>
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	23 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Contractor's Release	1 page

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

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Mono

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Post Office Box 3329, Mammoth Lakes, CA 93546

STATE OF CALIFORNIA

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Elizabeth Stone, Chief, Contracts Management Unit

ADDRESS

1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

**California Department of
General Services Use Only**

Exempt per:

EXHIBIT A
Scope of Work

1. Service Overview

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

Sections 120325-120380 of the Health & Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. Local Health Department Health Officers are required to organize and maintain a program to make the required immunizations available. This contract assists the Contractor in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California Department of Public Health's (CDPH) responsibility to provide this assistance to local health jurisdictions. The Contractor is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Contractor identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2 Project Representatives

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

California Department of Public Health

Rossana B. Anglo-Ordonez
Telephone: (510) 620-3768
Fax: (510) 620-3774
Email: rossana.ordonez@cdph.ca.gov

County of Mono

Contact: Hilary Bayliss
Telephone: 760/924-1835
Fax: 760/924-1831
Email: hbayliss@mono.ca.gov

B. Direct all inquiries to:

California Department of Public Health

Immunization Branch
Attention: Souk Mouanoutoua
Field Representative
3374 E. Shields Avenue #C20
Fresno, CA 93726

Telephone: 559/228-5855
Fax: 559/228-5862
Email: Souk.Mouanoutoua@cdph.ca.gov

County of Mono

County of Mono
Attention: Hilary Bayliss
Post Office Box 3329
Mammoth Lakes, CA 93546

Telephone: 760/924-1835
Fax: 760/924-1831
Email: hbayliss@mono.ca.gov

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

EXHIBIT A
Scope of Work

3. Glossary of Acronyms

Abbreviation	Definition
ACIP	Advisory Committee on Immunization Practices
CAIR	California Immunization Registry
CDPH	California Department of Public Health
CoCASA	Clinic Assessment Software Application
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
QAR	Quality Assurance Reviews
VFC	Vaccines for Children Program
VPDs	Vaccine Preventable Disease(s)

4. Services to be Performed – Pediatric-IAP

The County of Fresno must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and local health departments. The level of subvention contract funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention contract funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

A. Objectives:

1) Program Management

Objective 1: To improve accountability, maximize efficiency and increase productivity under this contract.

EXHIBIT A
Scope of Work

a. Required Activities:

- i. Contractor agrees to assign the responsibility of monitoring each program activity: 1) Program Management; 2) Vaccine Accountability and Management; 3) Vaccine Availability; 4) Immunization Information Systems; 5) Provider Quality Assurance and Improvement; 6) Perinatal Hepatitis B Prevention; 7) Education, Information, Training, and Partnerships; 8) Prevention, Surveillance and Control of Vaccine Preventable Disease; and 9) Assessment of Compliance with Childcare and School Immunization Entry Requirements.
- ii. Monitor contract fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Contract invoices shall be reviewed and submitted to the CDPH Immunization Branch in a timely manner.
- iii. Facilitate and promote continuity of care through the utilization of a medical home among medically underserved children, adolescents and adults for all services including immunizations.
- iv. The Immunization Coordinator is required to participate in meetings, webinars and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Annual Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), and conference calls related to influenza, outbreak control, changes in policies and procedures, and other important issues. It is recommended that at least one staff member from the jurisdiction attend the annual Regional Coordinators' meeting.
- v. Provide desk space and basic support for CDPH Immunization Field staff if available and as requested by CDPH.
- vi. Submit quarterly Immunization Action Plan (IAP) contract reports by the 15th of the month following the end of the quarter.

b. Performance Measures:

- i. Thoroughness and timeliness of Quarterly Progress Reports submitted
- ii. Percentage of immunization funds expended

c. Reporting Requirements:

- i. IAP contract reports.

2) Vaccine Accountability and Management

Objective 1: With the assistance of the CDPH Immunization Branch, the contractor is to provide guidance to Local Health Department (LHD) facilities and Health Department Authorized Sites (HDAS) that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine storage and handling in accordance with manufacturers' specifications and as stated in the document: *VFC Participation Agreement and Certification of Capacity to Store Vaccines*.

a. Required Activities:

- i. Provide education and guidance to LHD facility and HDAS staff regarding the requirements stated in the above document as needed.

EXHIBIT A
Scope of Work

b. Suggested Activities:

- i. Promote best practices for the storage and handling of vaccines.

c. Performance Measures:

- i. Percentage of VFC Requirements being met, as measured by the Quality Assurance Visits conducted by CDPH Immunization Branch Representatives.

d. Reporting Requirements:

- i. Education activities developed and offered to LHD and HDAS.

Objective 2: The contractor will provide guidance to LHD facilities and HDAS that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering; patient eligibility screening; administration; waste minimization; dose accountability and reporting; and annual recertification requirements, as stated in the following documents:

- Policy for Provision of State-funded Vaccines to Privately Insured Patients by Local Health Department Jurisdictions.
- Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Authorized Sites (HDAS)

a. Required Activities:

- i. Provide education and guidance to LHD and HDAS facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of Corrective Action Plans for vaccine loss/waste incidents due to negligence in LHD facilities and HDAS as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected acts of fraud and/or abuse of State-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and HDAS staff regarding requirements and processes for dose-level tracking/accountability and reporting of State-supplied vaccine.

b. Suggested Activities:

- i. Assist in the management of State-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

- i. Percentage of doses ordered by vaccine type that were deemed non-viable due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

- i. Corrective action plans and implemented progress reports

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3) Vaccine Availability

Objective: The contractor will promote access to ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction in LHD facilities and HDAS.

a. Required Activities:

- i. Ensure that immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the *Clinic Services Document*.
- ii. Assist LHD facilities and HDAS receiving State-supplied vaccine in developing and implementing policies that specify that no charge may be made to the patient, parent, guardian or third party payer for the cost of the State-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by policy and a sliding scale/fee waiver process must be in place. Signage stating that those persons eligible to receive State-supplied vaccine may not be denied vaccine for failure to pay the administration fee or make a donation to the provider must be posted in a prominent location.
- iii. In collaboration with LHD facilities and HDAS, monitor and facilitate compliance with requirements for the use of State-supplied vaccine.
- iv. Develop and implement an annual influenza vaccination strategy for utilization of State-supplied Influenza vaccine in accordance with State Influenza eligibility guidelines to promote the distribution of vaccine throughout the jurisdiction utilizing LHD facilities, HDAS and mass vaccination clinics.
- v. Operate or support mass influenza clinics that include immunization of school-aged children.

<u>Total population of jurisdiction</u>	<u>Minimum number of children to be immunized</u>
<10,000	50
10,000-50,000	200
100,000-500,000	500
>500,000-3.5 million	1,000
>3.5 million	2,500

- vi. Participate in CDPH Immunization Branch statewide Flu and Immunization Update calls.
- vii. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination/outbreak control activities.
- viii. Develop and make available to the public a resource list of providers within the jurisdiction that provide low/no cost immunizations for children and adults.

b. Suggested Activities:

- i. Utilize existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities.

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- ii. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (.e.g., primary care, juvenile halls, community and school-based clinics and private providers).

c. Performance Measures:

- i. Number of operating LHD facilities and HDAS, along with immunizations at each location.
- ii. Mass vaccination clinic outcomes.

d. Reporting Requirements:

- i. Number and hours of operating sites.
- ii. Number of immunizations provided with state-funded vaccines and costs to patient.
- iii. Doses of influenza administered, age groups of recipients, and clinic settings for mass influenza clinics.

4) Immunization Information Systems

Objective: The contractor is to assist in the promotion and implementation of the California Immunization Registry (CAIR).

a. Required Activities:

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through weekly direct entry or bi-weekly electronic data upload (with the exception of outreach-based Flu vaccinations, which should be entered into CAIR as soon as possible and at least within a month of vaccination).
- ii. Assist the CDPH Immunization Branch with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- iii. Promote CAIR to pediatric VFC and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.
- iv. Refer participating CAIR providers needing assistance to the CAIR Help Desk for support.
- v. Participate in CAIR Trainings and/or CAIR Update meetings.

b. Suggested Activities:

- i. Assist in recruiting other LHD-based facilities that give immunizations to use CAIR including child cares, sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc. and assist CDPH Immunization Branch address implementation issues within these settings.
- ii. Promote CAIR to adolescent and adult medical providers as well as non-medical sites such as WIC agencies and schools within the jurisdiction.
- iii. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
- iv. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

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c. Performance Measures:

- i. Percentage of LHD Immunization Clinics entering all patients into CAIR according to established timeframes.
- ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

- i. Percentage of LHD clinics entering records into CAIR, along with timeframes of entry is completed.

5) Provider Quality Assurance and Improvement

Objective: To improve the quality and efficiency of immunization services, participate in Quality Assurance Review (QAR) visits to assess adherence to the Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

- i. In conjunction with the CDPH Immunization Branch, participate in and support the QAR process for all LHD facilities and HDAS within the jurisdiction and assist with the development of the QAR report, implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD facilities and HDAS to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

- i. Conduct QAR and educational visits at public and private VFC sites to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Maintain a database to monitor changes in immunization coverage and missed opportunities for providers that participate in the assessment.
- iii. Provide instructions and/or referral to the CAIR website to providers requesting guidance on using Clinic Assessment Software Application (CoCASA) for determining immunization coverage and missed opportunity rates.
- iv. Assist and support the VFC Program with conducting QAR visits and follow-up activities as requested.

c. Performance Measures:

- i. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- ii. Feedback sessions conducted with sites needing additional support

d. Reporting Requirements:

- i. QAR and CoCASA Reports submitted to the CDPH Immunization Branch Senior Field Representative.

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6) Education, Information, Training, and Partnerships

Objective 1: Expand immunization services, promote best practices and improve coverage rates among children, adolescents and adults within the jurisdiction through the development of partnerships and collaborative activities.

a. Required Activities:

- i. Develop and maintain partnerships and conduct collaborative activities with organizations and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, child care providers, schools, juvenile/adult correction facilities, WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

b. Suggested Activities:

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

d. Reporting Requirements:

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on available education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ modules and the Epidemiology and Prevention of Vaccine Preventable Diseases (Epi-Vac) course to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to sign up for EZIZ list-serve to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.

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- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers, schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual community-wide educational campaign on immunization issues related to pediatric, adolescent, adults and/or seasonal influenza.

NOTE: A *campaign* is an organized effort through various communications activities to inform your designated audience (i.e. pregnant women, parents of preteens, providers, etc.) of a given issue (e.g. influenza vaccine promotion, encourage Tdap vaccination among pregnant women, etc.).

A campaign is considered completed by conducting at least two of the following communication activities:

- Send educational email(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start, etc.
- Contribute an article to newsletters/bulletins
- Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH, etc.
- Distribute materials for use at community health fairs/events
- Post message(s) on Facebook, Twitter
- Post a web banner on your website and/or signature line
- Advertise your message (outdoor advertising, print, radio, TV, Online)
- Conduct a health fair or other community event
- Conduct a presentation for grand round/In-service for providers
- Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- Conduct a presentation for a community group (e.g. prenatal class)
- Conduct a press event
- Issue a press release
- Issue a proclamation
- Participate in a media interview

NOTE: If you would like assistance or need ideas on other activities that will qualify for a campaign, please contact the Information & Education Section of the CDPH Immunization Branch.

b. Suggested Activities:

- i. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, vaccination documentation requirements.
- ii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM),

EXHIBIT A
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National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).

- iii. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
- iv. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

- i. Number of new immunization program staff completing training, and types of training completed
- ii. Number of LHD immunization clinic staff completing training, and types of training completed
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted.

d. Reporting Requirements:

- i. Report the number of new immunization program staff completing training, and types of training completed
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

7) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective: Assist with the prevention, surveillance and control of vaccine preventable disease (VPD) within the jurisdiction.

a. Required Activities:

- i. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine to immunize at risk patients; assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.

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- ii. Ensure that LHD Immunization Clinics are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS) for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.

b. Suggested Activities:

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by the CDC and CDPH Immunization Branch.

c. Performance Measures:

- i. Percentage of cases reported and followed up according to established timelines.

d. Reporting Requirements:

- i. Report on activities done with communicable disease staff on outbreaks.

8) Assessment of Compliance with Childcare and School Immunization Entry Requirements

Objective: Assist the CDPH Immunization Branch with assessing compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

- i. Based on information available, review and update childcare and school contact lists sent by the CDPH Immunization Branch.
- ii. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
- iii. As requested, conduct selective review site visits to a random sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.
- iv. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. *The Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities.

b. Suggested Activities:

- i. Conduct presentations, workshops and trainings on school and child care law immunization requirements.
- ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

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c. Performance Measures:

- i. Accuracy of updated contact lists submitted to the CDPH Immunization Branch.
- ii. Percentage of jurisdictional sites which have completed the annual immunization assessment.

d. Reporting Requirements:

- i. Numbers of schools followed-up with.
- ii. Percentage of late responders that submitted paperwork.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

California Department of Public Health
Immunization Branch
Attn: Rossana Anglo-Ordonez
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

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

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
 - 1) \$25,000 for the budget period of 07/01/13 through 06/30/14.
 - 2) \$25,000 for the budget period of 07/01/14 through 06/30/15.
 - 3) \$25,000 for the budget period of 07/01/15 through 06/30/16.
 - 4) \$25,000 for the budget period of 07/01/16 through 06/30/17.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this contract have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**".

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B, Attachment I
Budget (Year 1)
(07/01/13 through 06/30/14)

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1 - Immunization Coordinator	20.565%	\$7,236	\$17,857.00
Total Personnel			\$17,857.00
II. Fringe Benefits (40% of Personnel)			\$7,143.00
Total Budget			\$25,000.00

Exhibit B, Attachment II
Budget (Year 2)
(07/01/14 through 06/30/15)

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1 - Immunization Coordinator	20.565%	\$7,236	\$17,857.00
Total Personnel			\$17,857.00
II. Fringe Benefits (40% of Personnel)			\$7,143.00
Total Budget			\$25,000.00

Exhibit B, Attachment III
Budget (Year 3)
(07/01/15 through 06/30/16)

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1 - Immunization Coordinator	20.565%	\$7,236	\$17,857.00
Total Personnel			\$17,857.00
II. Fringe Benefits (40% of Personnel)			\$7,143.00
Total Budget			\$25,000.00

Exhibit B, Attachment IV
Budget (Year 4)
(07/01/16 through 06/30/17)

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1 - Immunization Coordinator	20.565%	\$7,236	\$17,857.00
Total Personnel			\$17,857.00
II. Fringe Benefits (40% of Personnel)			\$7,143.00
Total Budget			\$25,000.00

**Exhibit D(F)
 Special Terms and Conditions**

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

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	16. Human Subjects Use Requirements
2. Procurement Rules	17. Novation Requirements
3. Equipment Ownership / Inventory / Disposition	18. Debarment and Suspension Certification
4. Subcontract Requirements	19. Smoke-Free Workplace Certification
5. Income Restrictions	20. Covenant Against Contingent Fees
6. Audit and Record Retention	21. Payment Withholds
7. Site Inspection	22. Performance Evaluation
8. Federal Contract Funds	23. Officials Not to Benefit
9. Intellectual Property Rights	24. Four-Digit Date Compliance
10. Air or Water Pollution Requirements	25. Prohibited Use of State Funds for Software
11. Prior Approval of Training Seminars, Workshops or Conferences	26. Use of Small, Minority Owned and Women's Businesses
12. Confidentiality of Information	27. Alien Ineligibility Certification
13. Documents, Publications, and Written Reports	28. Union Organizing
14. Dispute Resolution Process	29. Contract Uniformity (Fringe Benefit Allowability)
15. Financial and Compliance Audit Requirements	30. Lobbying Restrictions and Disclosure Certification
	31. Additional Restrictions

Exhibit D(F)

- G. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Procurement Rules

A. Equipment definitions

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

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

- B. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

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

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

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

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

Exhibit D(F)

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

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:
 - (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- B. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- C. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- D. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- E. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- F. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

Exhibit D(F)

7. Site Inspection

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

8. Federal Contract Funds

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

9. Intellectual Property Rights

A. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials

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deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

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

E. Third-Party Intellectual Property

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

F. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

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H. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

I. Survival

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

10. Air or Water Pollution Requirements

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

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

11. Prior Approval of Training Seminars, Workshops or Conferences

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

12. Confidentiality of Information

- A. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- C. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

Exhibit D(F)

- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

15. Financial and Compliance Audit Requirements

- A. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- B. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- C. The Contractor, as indicated below, agrees to obtain one of the following audits:
- (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- D. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit

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to formally implement the approved proposal.

18. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- A. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- B. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- C. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
- D. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- E. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

19. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services,

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25. Prohibited Use of State Funds for Software

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

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

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

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

27. Alien Ineligibility Certification

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

28. Union Organizing

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- A. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- B. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- C. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- D. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

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beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

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

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

30. Lobbying Restrictions and Disclosure Certification

A. Certification and Disclosure Requirements

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

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Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

California Department of Public Health

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

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

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

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

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

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
- 1) Immunization Assessment of Child Care and Kindergarten Enrollees and Review of Child Care Centers and Kindergarten Schools, developed by CDPH Immunization Branch, 2004.
 - 2) Vaccine Adverse Events Reporting System, developed by the Centers for Disease Control and Prevention.
 - 3) VFC Participation Agreement and Certification of Capacity to Store Vaccines.
 - 4) Policy for Provision of State-funded Vaccines to Privately Insured Patients by Local Health Department Jurisdictions.
 - 5) Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Authorized Sites (HDAS).
 - 6) Clinic Services Document.

2. Cancellation / Termination

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

Exhibit E
Additional Provisions

3. Avoidance of Conflicts of Interest by Contractor

- A. The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- B. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business or other ties.
- C. In the event that CDPH determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.

4. Recovery Payment

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

Exhibit E
Additional Provisions

5. Required Reports

- A. The state reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records are protected pursuant to California State laws and regulations.

- B. It is agreed by the Contractor that in the event that a significant portion of the Contract objectives for the initial 4 months of the Contract are not met by that time; and in the event that the State determines from quarterly invoices, performance reports, and other sources of information that the Contractor will not perform the total quantity of services contracted for; and that therefore, the total budget allocation will not be depleted; the State and/or Contractor may make an equitable adjustment in the original Contract budget and Contract objectives in order to decrease the total quantity of services and commensurate Contract amount. Any adjustment shall be by amendment only and duly executed by both parties and approved by the Department of General Services (if applicable).

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to contract number 13-20334 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): County of Mono

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Mono County Kindergarten Immunization Statistics School Year 2012-2013

Presentation by Hillary Bayliss, PHN
Immunization Coordinator
Mono County Health Department
hbayliss@mono.ca.gov
November 2013

Background Information

5 required immunizations required prior to kindergarten entry:

- **DTP** (Tetanus, Diphtheria, Pertussis): **4 doses**
- **Polio**: **3 doses**
- **MMR** (Measles, Mumps, Rubella): **2 doses**
- **Hep B** (Hepatitis B): **3 doses**
- **Varicella** (Chickenpox): **1 dose**

Kindergarten Immunization Requirements

VACCINE	REQUIRED DOSES
Polio	4 doses at any age, but... 3 doses meet requirement for ages 4–6 years if at least one was given on or after the 4th birthday ¹ ; 3 doses meet requirement for ages 7–17 years if at least one was given on or after the 2nd birthday. ¹
Diphtheria, Tetanus, and Pertussis	Age 6 years and under: DTP, DTaP or any combination of DTP or DTaP with DT (diphtheria and tetanus) 5 doses at any age, but... 4 doses meet requirements for ages 4–6 years if at least one was on or after the 4th birthday. ¹
	Age 7 years and older: Tdap, Td, or DTP, DTaP or any combination of these 4 doses at any age, but... 3 doses meet requirement for ages 7–17 years if at least one was on or after the 2nd birthday. ¹ If last dose was given before the 2nd birthday, one more (Tdap) dose is required.
Measles, Mumps, Rubella (MMR)	Kindergarten: 2 doses² both on or after 1st birthday. ¹
	7th grade: 2 doses² both on or after 1st birthday. ¹
	Grades 1–6 and 8–12: 1 dose on or after 1st birthday. ¹
Hepatitis B³	Kindergarten: 3 doses at any age
Varicella	1 dose^{4, 6}
Tdap Booster (Tetanus, reduced diphtheria, and pertussis)	7th grade: 1 dose on or after 7th birthday. ^{5, 7}

¹ Receipt of a dose up to (and including) 4 days before the birthday will satisfy the school entry immunization requirement.

² Two doses of measles-containing vaccine required. One dose of mumps and rubella-containing vaccine required; mumps vaccine is not required for children 7 years of age and older.

³ Not required for 7th grade.

⁴ Physician-documented varicella (chickenpox) disease history or immunity meets the varicella requirement.

⁵ Tdap, DTaP, or DTP given on or after 7th birthday will meet the requirement. Td does not meet the requirement.

⁶ 2 dose varicella requirement for ages 13–17 years applies to transfer students who were not admitted to a California school before July 1, 2001.

⁷ 8th–12th grade students transferring from outside of California must meet the requirement.

EXEMPTIONS

The law allows parents/guardians to choose an exemption from immunization requirements based on their personal beliefs or medical conditions. For children with medical exemptions, the physician's written statement should be submitted. Schools should maintain an up-to-date list of pupils with exemptions, so they can be excluded quickly if an outbreak occurs.

NOT MEETING REQUIREMENTS

Refer pupils who do not meet these State requirements to their physician or local health department. Give families a written notice indicating which doses are lacking.

CONDITIONAL ADMISSIONS

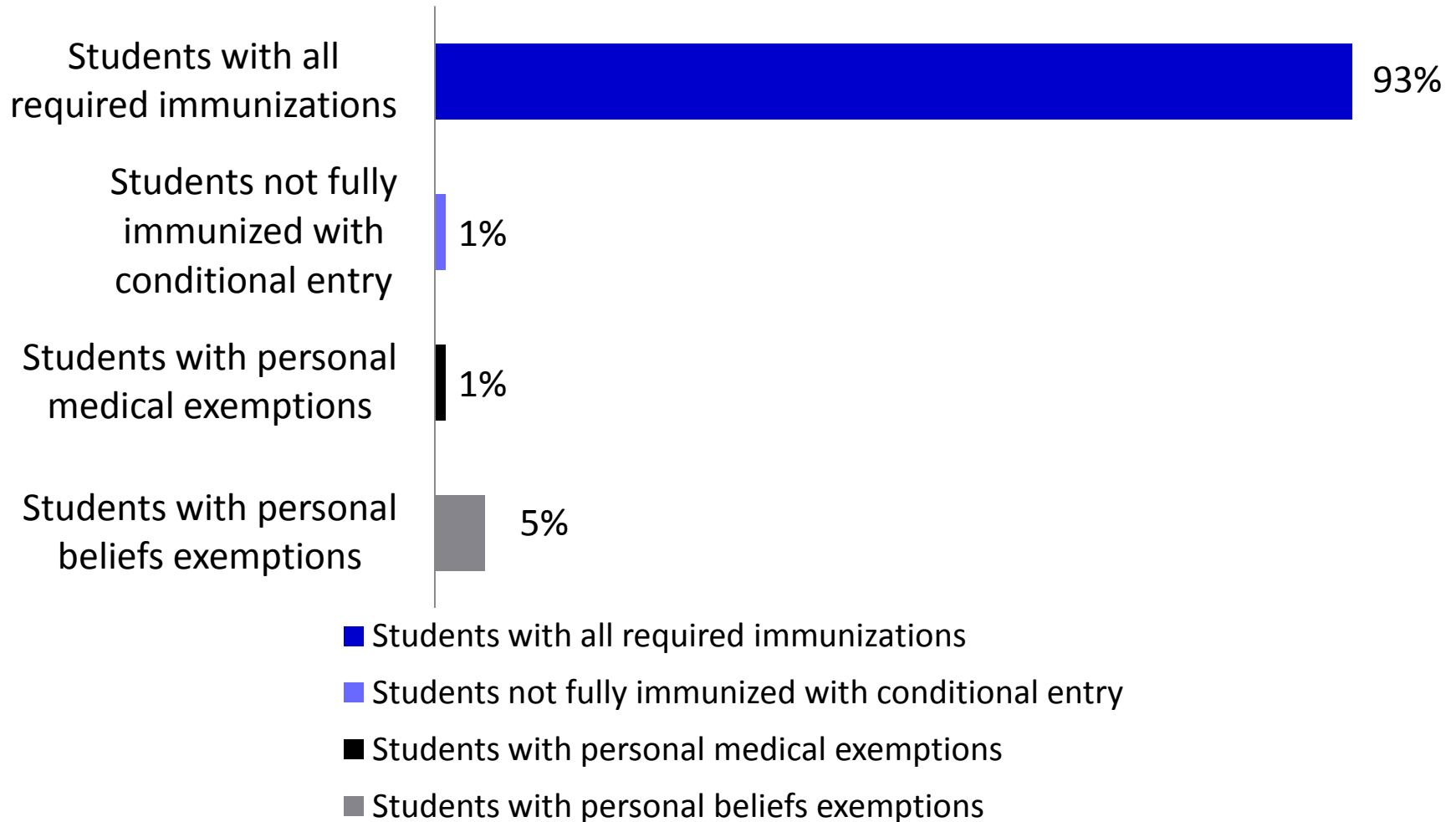
Children who lack one or more required vaccine doses that are not currently due may be admitted on condition that they receive the remaining doses when due (Title 17, CCR Section 6035).



Number of Kindergartners per School

- Mammoth Elementary: 101
- Antelope Elementary: 19
- Bridgeport Elementary: 5
- Lee Vining Elementary: 16
- Edna Beaman Elementary: 4
- Crowley Christian: 2

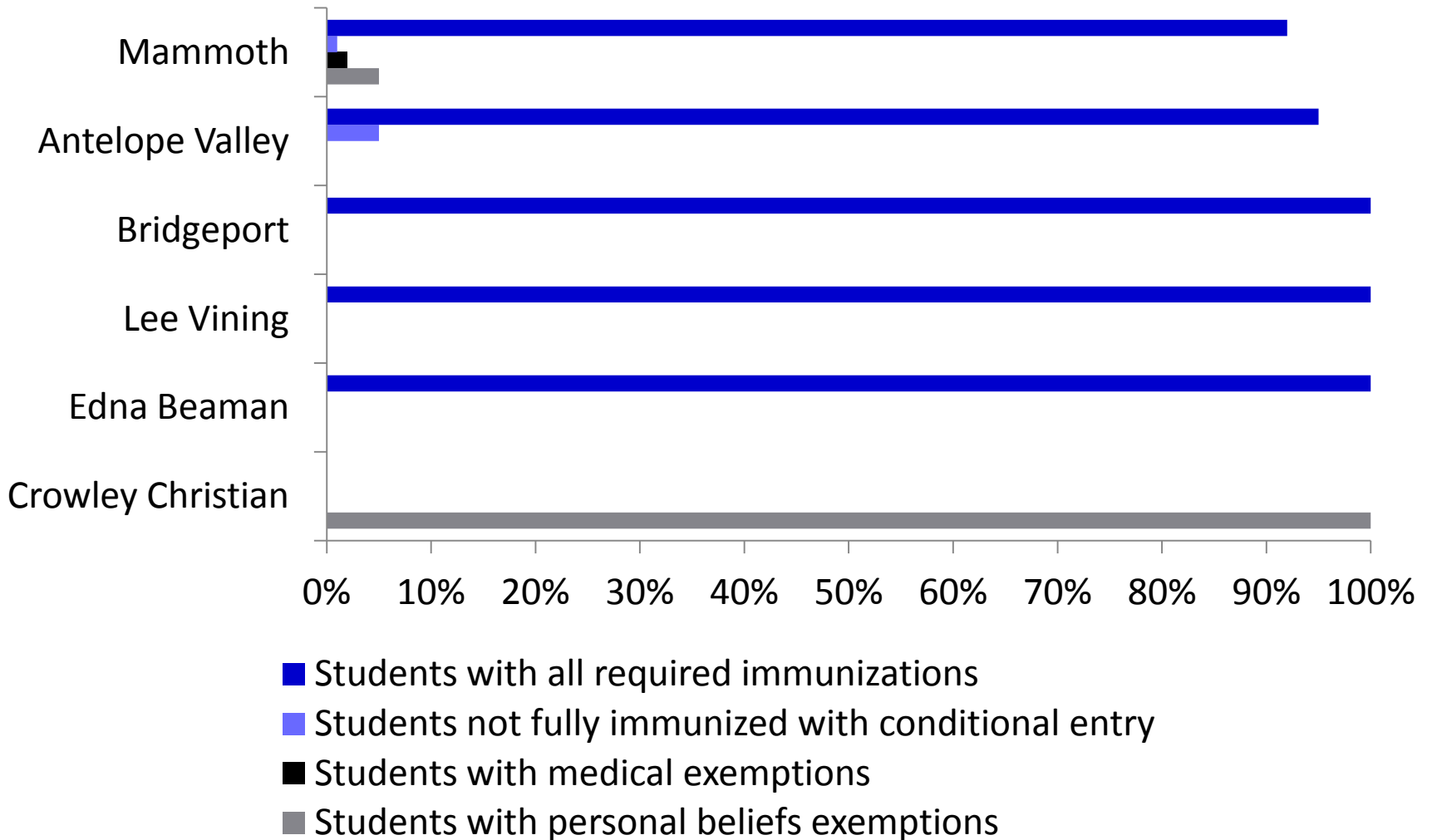
Mono County Immunization Status at Kindergarten Entry



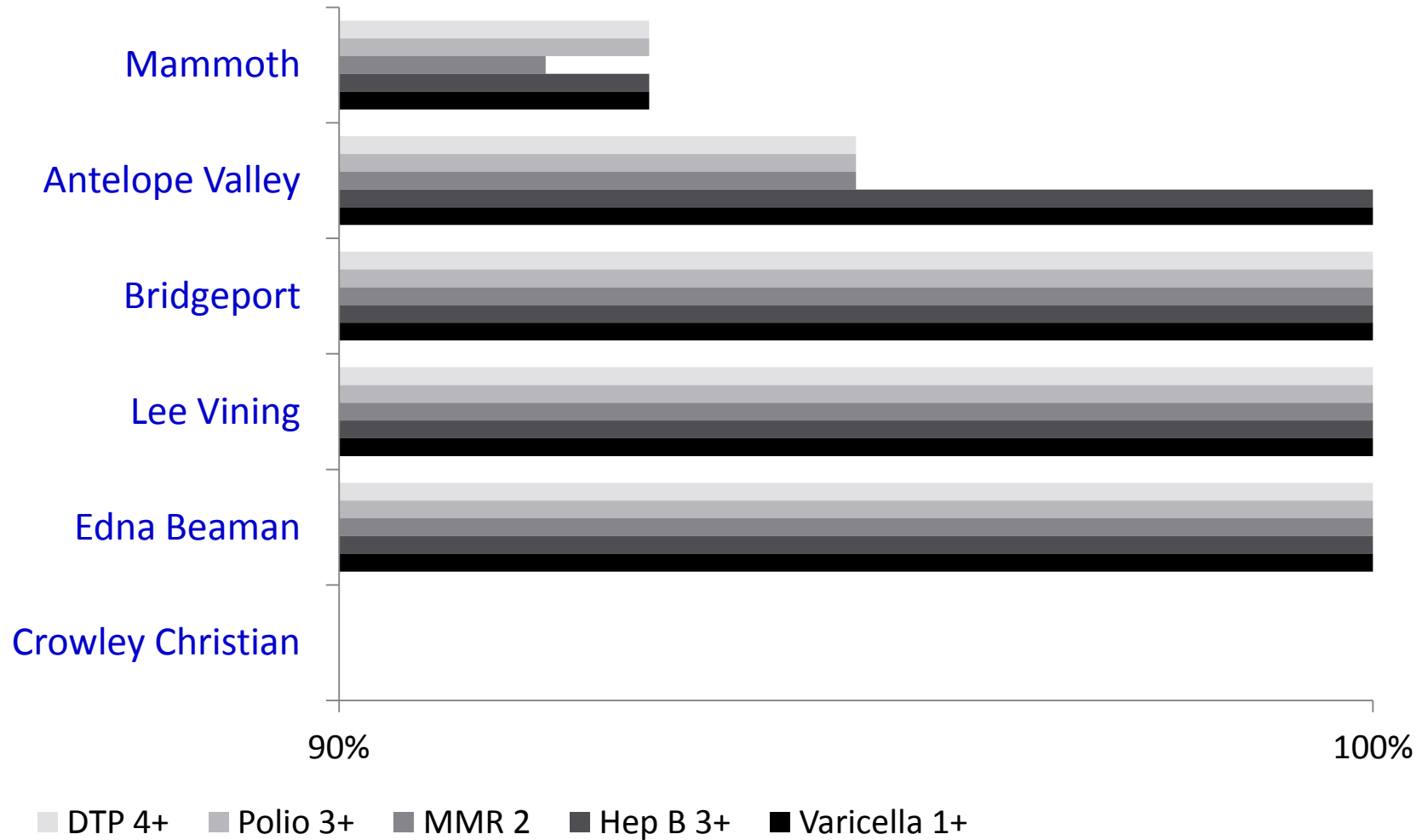
Percent of Mono County Students Immunized by Required Vaccine



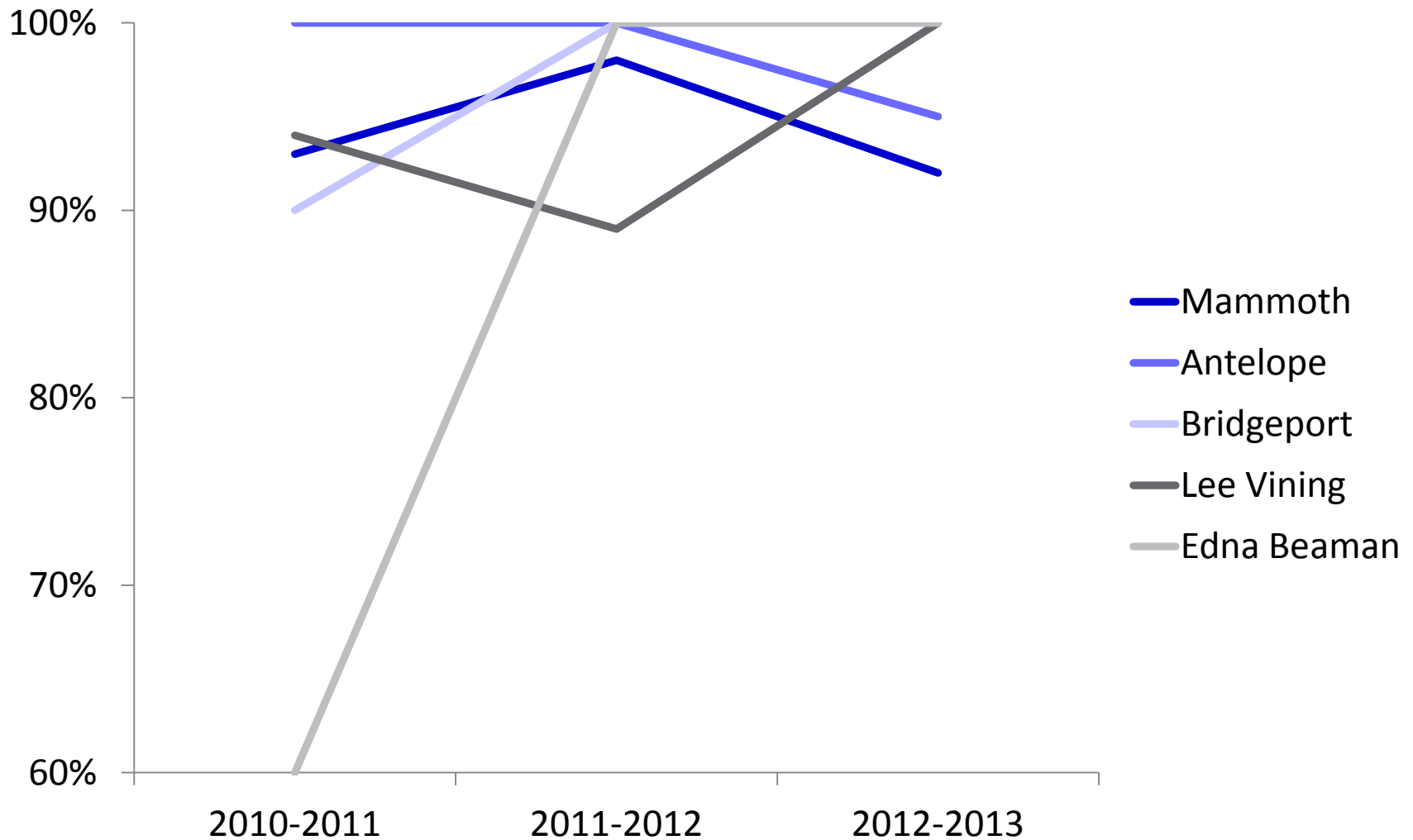
Immunization Status by School



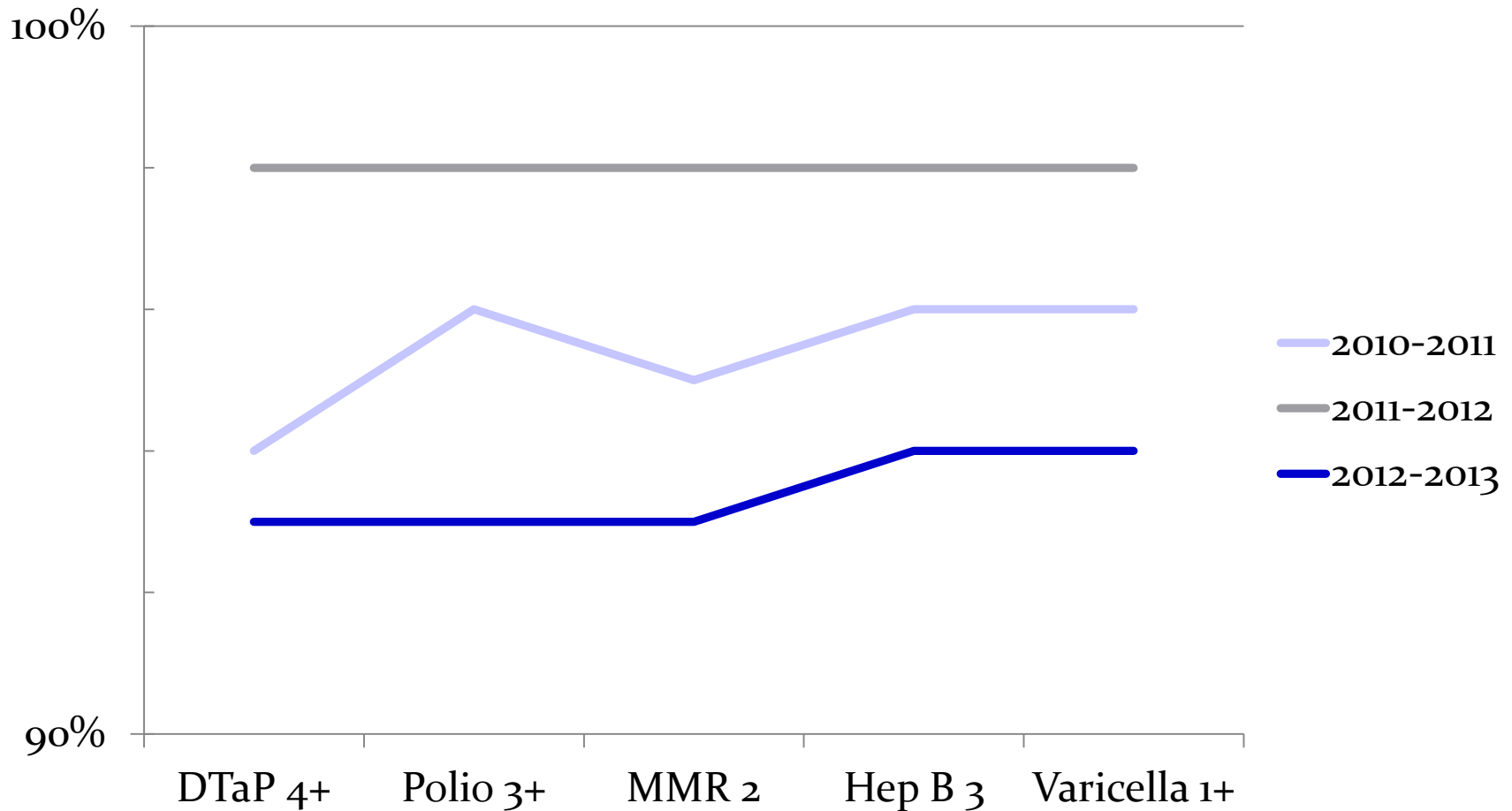
Students Immunization Status by School and Required Vaccine



Kindergarteners with All Required Immunizations 2010-2012



Kindergarteners Completing Required Series 2010-2012



Questions?

Thank you for your time!



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Closed Session--Human Resources	

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): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
10/8/2013 3:49 PM	County Administrative Office	Yes
10/30/2013 10:04 AM	County Counsel	Yes
9/19/2013 11:12 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Closed Session - County Counsel Performance Evaluation	

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

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History

Time	Who	Approval
10/29/2013 1:42 PM	County Administrative Office	Yes
10/24/2013 3:18 PM	County Counsel	Yes
10/23/2013 4:36 PM	Finance	Yes



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OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Closed Session	

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

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ATTACHMENTS:

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History

Time	Who	Approval
10/29/2013 1:42 PM	County Administrative Office	Yes
10/30/2013 10:15 AM	County Counsel	Yes
10/29/2013 6:59 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Closed Session	

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Pumice Valley Landfill. Agency negotiators: Jim Leddy, Tony Dublino, Stacey Simon, and Marshall Rudolph. Negotiating parties: Mono County and LADWP. Under negotiation: price.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

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ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
10/29/2013 1:42 PM	County Administrative Office	Yes
10/30/2013 10:15 AM	County Counsel	Yes
10/29/2013 7:00 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	45 minutes (10 minute presentation, 35 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Tony Dublino
SUBJECT	Solid Waste Parcel Fees--Policies, Issues and Opportunities		

AGENDA DESCRIPTION:

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

Presentation by Tony Dublino regarding existing policies and methods relating to the assessment and collection of Solid Waste Parcel Fees, and opportunities for the future.

RECOMMENDED ACTION:

None. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760 932 5453 / tdublino@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

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[Staff Report](#)

History

Time	Who	Approval
10/8/2013 3:55 PM	County Administrative Office	Yes
10/31/2013 8:48 AM	County Counsel	Yes
10/8/2013 11:38 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

Date: November 5, 2013
To: Honorable Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Discussion of Parcel Fee Audit and Implementation Policies

Recommended Action:

Receive presentation and provide any direction to staff.

Fiscal Impact:

None at this time

Introduction:

On May 21, 2013, during the annual Board item extending the Solid Waste Parcel Fees into Fiscal Year 2013/2014, the Board requested additional information on the fees, implementation policies, and auditing.

As the Board is aware, virtually every aspect of the Solid Waste program has come under scrutiny over the last year and significant savings have been realized in several areas. Analyzing the implementation of, and auditing the assessment of the Parcel Fees represents the next step in shoring up the finances and budget of this program.

Over the course of the summer, staff identified ways in which the Parcel Fees might be more efficiently and accurately assessed and managed, and looked at ways to improve implementation that would not trigger Prop 218 requirements.

History:

The Solid Waste Parcel Fees were first adopted in FY 87/88. The fee was \$30 per residential equivalency. A "Schedule of Fees" used to apply residential equivalencies to various uses was also established at that time, and remains to this day. The fee was increased to \$60 in FY 92/93, which has remained unchanged since.

Also established in FY 92/93 was a set of policies meant to implement the fees. Among the various policies was the notion that annual adjustments to the fee schedule could be made so long as "the revenues generated do not exceed the costs to the county of providing waste disposal services and complying with relevant state mandates." This section seems to assume that the Schedule could be amended, and actual fees would be adjusted. But following the adoption these policies in 1992, Prop 218 passed and constrained that flexibility. From that point forward, any increase in fees would have to go through a Prop 218 process.

As a result, the revenue from the static parcel fee was outpaced by increasing operational expenses, accelerated by ever-increasing regulatory requirements. The imbalance was eventually borne upon gate fees, as parcel fees were never increased or altered. 20 years later, gate fees have become the primary source of revenue for the program. The volatility of those fees has contributed to significant budgetary issues in recent years.

The Schedule of Fees adopted in 1987 requires significant resources in order to maintain and implement – for example, to ensure that new construction is adequately captured and billed, to identify all uses on a property, to process reductions for seasonal occupancies, etc.

In the fall of 2012, FTS staff began an audit of the Solid Waste Parcel Fees on each property within the County. Unfortunately, the lead staff person on that project resigned from the County and the work was not completed. Based on discussions with new staff in the Finance Department, Auditor, Assessor and IT Departments, a different approach to auditing, assessing and maintaining this data is being proposed.

Recommendation for Implementation and Audit of Solid Waste Parcel Fees:

Based on the above discussions, it is proposed that the Solid Waste Parcel Fee becomes an integral part of the Megabyte data, updated as necessary based on current use, by the Assessor's office.

This will require assistance from the IT Department in order to achieve seamless reporting and functionality. The goal is to have this system developed, and put in place, prior to the countywide file-by-file update currently planned by the Assessor's office.

Once the functioning system is in place, the Assessor's office can incorporate updates to the Solid Waste Parcel Fee in conjunction with their countywide update of the Megabyte system. This will include both secured and unsecured taxes.

This effort should result in an initial data set that has the confidence of the Assessor's office as well as the Solid Waste Division, and through the normal operations of the Assessor's office, accurate and current updates will be ensured.

Requests for reduction of fees based on occupancy, months open for business, or part time residency will be accepted and processed on an annual basis, and must be renewed annually. Lodging properties will qualify for a reduction of the upcoming year's Parcel Fee based on the occupancy of the prior year. Should a given parcel owner fail to submit annual data or a formal request for reduction, the property will be charged the standard fee according to the schedule.

The Solid Waste Division will generate reports from updated Assessor data in April of each year, adjust the reports based on requests for reductions, certify the list and submit to the Auditor-Controller for inclusion on tax bills.

The spring of 2014 will represent the first year the fees will be implemented in this manner, so the Solid Waste staff will implement a program to notify effected parcel owners. This will be accomplished by identifying any parcels that will receive a significant increase in their parcel fee based on the audit (if an existing fee will increase more than 100%). Those property

owners will be notified of the pending increase, prior to tax bills being sent. Any parcel owner receiving a reduction based on occupancy, whether private residence or lodging property, will be made aware of the requirement for annual request, and the related due date for those requests for the FY14/15 tax year.

In the original resolution, vacant commercial structures were not provided opportunity for reduction. Whether reductions should be offered in these situations is a policy matter for the BOS to consider, and if so directed staff can incorporate this into future implementation policies.

Conclusion:

The results of the Assessor's audit and update, as well as the new approach to implementation, represents what I believe to be an appropriate course forward in light of existing Prop 218 requirements. This effort will ensure that the Solid Waste Parcel Fee continues to be assessed and implemented in a fair and equitable manner, within current parameters.

The long term future of the Solid Waste Parcel Fee is a matter that will require coordination and discussion with representatives from the Town of Mammoth Lakes. It is the County's intent to engage with the Town in establishing a long-term approach to parcel fees that will ensure closure funding for the Benton Crossing Landfill, as well as provide funding for future Solid Waste infrastructure.

If you have any questions regarding this item, please contact me at 932-5453.

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent



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OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 5, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	1.25 Hours (15 min. presentation, 60 min. discussion)	PERSONS APPEARING BEFORE THE BOARD	Leslie Chapman
SUBJECT	Community Grant Application		

AGENDA DESCRIPTION:

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

Presentation by Leslie Chapman regarding draft application and guidelines for the Community Grant Program.

RECOMMENDED ACTION:

Provide feedback and direction regarding the Community Grant application and guidelines along with direction for next steps.

FISCAL IMPACT:

None at this time, however there is \$60,000 provided in the 2013/2014 budget for this program.

CONTACT NAME: Leslie Chapman

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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- [Staff Report](#)
- [Current Grant Program](#)
- [Proposed Grant Program](#)
- [Tourism Grant](#)

History

Time	Who	Approval
10/29/2013 1:42 PM	County Administrative Office	Yes
10/30/2013 10:13 AM	County Counsel	Yes
10/23/2013 4:36 PM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

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

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

To: Honorable Board of Supervisors

From: Leslie Chapman

Date: November 5, 2013

Re: Community Grant Program

Subject:

Community Grant Program guidelines and application process

Recommendation:

1. Review the “*Mono County Policy Regarding Appropriation of Public Funds to Support Activities of Non-County Agencies and Organizations*” and approve a one-time waiver of the September 15th deadline for funding requests.
2. Review the proposed application, provide feedback and give staff direction on how to proceed with the grant program including:
 - a. Continue to administer the grant program using past practice of sending out the existing policy along with a cover letter, or
 - b. Use the new guidelines and application form as presented or amended, or
 - c. Do neither and give staff direction how to proceed.
3. Consider whether to appoint a committee to do the initial screening based on a set of criteria with your Board doing the final selection or have your Board review all applications and make the final funding decisions.
4. Consider whether to set grant maximum and minimum dollar amounts.
5. Consider potential overlap between the Community Grant Program and the Community Event Funding offered by the Mono County Tourism & Film Commission and provide policy distinction between the two.

Background:

During budget hearings, your board approved \$60,000 for the Community Grant program and exchanged ideas about funding criteria and the overall purpose of the program along with potential changes to the selection process.

With that discussion in mind, staff researched past practices and reviewed available documentation from prior years’ grant cycles. We found that in August, the Finance Director sent out letters, along with the funding policy (attached) requesting applications be submitted to the Finance Department by September 15th. There was no application form; however, application requirements are spelled out under Procedures (2) of the County Policy. While this may be enough, it was staff’s perception that your Board would like to consider other options. So presented here, for your consideration, is a more in-depth application stolen (with permission) from Inyo County where there is a similar program. Based on the number of inquiries about the program, the stagnant economy and

declining stability of State and Federal funding for non-profit organizations, staff projects that there will be more applicants, and consequently more detail will be helpful in making this difficult decision (especially considering the total amount of funding for this program was reduced from \$80,000 last year to \$60,000 this year). Therefore, our recommendation is to use the application form presented and consider appointing a committee to do the initial screening of applications (depending on the number received). Also, your Board may want to consider setting maximum and minimum grant award amounts.

Another consideration for your Board is that the Community Event Funding Grants through the Tourism Commission was reinstated at a \$20,000 funding level. While these are two separate programs, there is potential for overlap, so your Board may want to make a distinction between the two. One suggestion would be for one program to fund specific events and the other to enhance community-based organizations. There is a copy of the Community Event Funding Grant application attached to assist with this decision.

Fiscal Impact:

\$60,000 was approved in the 13/14 County General Fund budget for this program.



DEPARTMENT OF FINANCE COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Brian Muir
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

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Bridgeport, California 93517
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August 30, 2012

The Board of Supervisors has adopted the attached policy regarding Mono County financial support of non-county agencies and organizations. This year the total amount appropriated for support is \$75,000. Applications for funding should be submitted to the following address prior to September 24, 2012:

Finance Director
PO Box 556
Bridgeport, CA 93517
Email - bmuir@mono.ca.gov
Tel - (760) 932-5494

Applicants will be notified once the Board has scheduled a meeting, probably in October, to review the applications and apportion funding. Please contact me if you have any questions about the procedure.

Sincerely,

Brian Muir

MONO COUNTY POLICY REGARDING APPROPRIATION OF PUBLIC FUNDS TO SUPPORT ACTIVITIES OF NON-COUNTY AGENCIES AND ORGANIZATIONS

INTRODUCTION

The Board of Supervisors desires to provide financial support for the activities of non-county agencies and organizations that promote economic development, enhance the lives of County citizens or improve the operation of County government.

PROCEDURES

1. Appropriation of funds.

As part of the annual budget process the Board of Supervisors will adjust the prior year's appropriation and set the maximum appropriation available for support of qualified activities in the current fiscal year.

2. Application for funding support.

Requests for funds will only be considered at one Board meeting during each fiscal year and must be submitted prior to September 15th. Requests must be in writing and include:

- Complete description of the project or activity
- Amount of funding support requested
- Detailed budget including any other County or outside funding anticipated
- Justification of the financial need for funding support

3. Approval of funding.

The Board of Supervisors will consider applications during a regular public meeting after the budget process is completed. Applicants will be permitted to make brief presentations about their activity or project. The Board of Supervisors will prioritize each request based on the Board's assessment of its relative value to the County and its citizens. The Board will then determine the amount of funding, if any, to be provided in support of each applicant agency or organization. The Board will not duplicate support being provided to an applicant by another County agency such as the Tourism Commission.

4. Implementation.

Each successful organization will be required to enter into a County contract for services and:

- Provide proof of appropriate insurance as determined by the County Risk Manager
- Mention the County's support in all advertising and promotional material associated with the contract activity
- Use the funds for the designated project within the County's fiscal year.
- Provide a detailed written report on the use of the funds within 30 days of the end of the fiscal year

Rev 7/6/10



DEPARTMENT OF FINANCE

COUNTY OF MONO

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Assistant Finance Director
Treasurer-Tax Collector

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Finance Director

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October 1, 2012

The County has received your organization's funding application. The Board of Supervisors is scheduled to consider the applications at their meeting on Tuesday, October 16, 2012, at 1:00PM in their meeting room on the third floor of Sierra Center Mall in the Town of Mammoth Lakes. Someone from your organization should attend the meeting to answer any questions the Board may have. If it is more convenient they could also attend the meeting via teleconferencing from the Board of Supervisors' chambers in the Courthouse in Bridgeport.

This year the Board appropriated \$75,000 to support organizations. It is very probable that your organization's requested funding will be reduced, and it could be denied.

Your application will be included in the Board's informational packet. The color brochures in some applications could not be included. You may provide additional promotional materials to support your application at the meeting.

Please contact me if you have any questions.

Sincerely,

Brian Muir



COMMUNITY GRANT PROGRAM GUIDELINES

Overview

The Community Grant Program provides an opportunity for the County of Mono to sponsor, in the form of a financial contribution, specific events or projects undertaken by non-profit organizations in Mono County communities that enhance in-county or out-of-county visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Mono County.

Funding

Each year, as part of the County Budget process, the Board of Supervisors appropriates the amount of funding available for the Community Grant Program. Applications for Community Grant Program funding will only be considered after the County Budget is adopted.

The Community Grant Program is intended to provide funding – in the form of County sponsorship – for a specific project or event. Accordingly, it should be considered one-time funding. Annual events or reoccurring projects are eligible to submit Community Grant Program applications in consecutive years, but there is no assurance of receiving on-going funding.

Grant funding must be applied for, and awarded by the Mono County Board of Supervisors in advance of the event or project (or component thereof) for which financial assistance is sought. Funding is not available to pay for costs that have already been incurred by the applicant before the grant funding is awarded by the Board of Supervisors.

The maximum amount of any single grant award made through the Community Grant Program is \$_____.

Application Periods

The County will accept applications to the Community Grant Program in November and December and the Board of Supervisors will consider all complete and eligible applications during its second meeting in January.

Eligibility

Only non-profit organizations certified by the Internal Revenue Service as 501(c)(3) or 501(c)(6) organizations at the time the application is submitted, and based in Mono County, are eligible to apply for the Community Grant Program. If awarded a grant, an organization must maintain such status during the term of the grant award.

To be considered for the Community Grant Program, the applications must be:

1. Submitted by an eligible organization;
2. For a specific project or event, or a specific component of an on-going project or event, that:
 - a. enhances in-county and/or out-of-county visitation to the community; or,
 - b. otherwise provides for the cultural or recreational enrichment of the citizens of Mono County
3. Complete.

Note: The Community Grant Program is not intended to provide funding for projects or events administered by, or that directly benefit any institution operated by the County of Mono. Applications that appear to seek funding for such projects or events will not be considered.

Selection Process

Applications for Community Grant Program will not be reviewed until after the submittal deadline printed on the application. Following the application deadline, applications that have been timely submitted will be screened for completeness, and the eligibility of the applicant will be assessed. Incomplete applications, and applications from applicants whose eligibility is not clearly established (e.g., failure to provide documentation of IRS certification of 501(c)(3) or 501(c)(6) status issued within the past two (2) years, valid tax identification number, or demonstrate its operations are based in Mono County) will not be considered further. It is the sole responsibility of the applicant to ensure that its application is complete, and its eligibility clearly demonstrated.

Applications deemed complete and submitted by an eligible applicant will be forwarded to a Review Panel comprised of County staff, staff from other public agencies, and/or community leaders. The Review Panel will evaluate each application, on its own merits, using the following criteria:

- i. **Objective [10 points].** Does the application seek funding for a specific event or project, or component thereof that is likely to enhance in-county or out-of-county visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Mono County?

- ii. **Community Support [15 points].** Does the project or event have strong community support? Of the total time allocated to the project or event, how many hours will volunteers provide? Are multiple community organizations collaborating to carry out the project or event? Is there evidence of monetary or in-kind support from the local business community?
- iii. **Likelihood of Success [10 points].** Is it the applicant likely to carry out what is being proposed, and do it well? Does the information contained in the application seem realistic (e.g., total cost, total time, number of volunteers, etc.)? Does the applicant have a track record of successfully implementing the proposed, or similar projects or events? Is the nature of the project or event such that it seems “doable?” If the applicant is a previous County grant recipient, how well did they comply with the terms and conditions of the grant?
- iv. **Scope of Benefit [10 points].** Is the benefit of the project or event clearly articulated? Will the project or event benefit the entire community, or primarily benefit only segments of, or specific organizations/businesses in the community? If the project or event is a fundraiser, how and to which organization(s) will the funds be disbursed? Does the benefit of the project or event extend to the greater region, or the County as a whole?
- v. **Overall Merit [15 points].** What is the overall quality of the idea being proposed? Is it unique? Is it “tried and true”? Does it support the tenets of “civic tourism” (e.g., eco tourism, agricultural tourism, cultural tourism, heritage tourism, geotourism, etc.)? [See www.civictourism.org]. Does the proposed activity create an appealing, dynamic, prosperous, and distinctive community identity? Does the project or event articulate or enhance what people love about the community in which they live, recreate or vacation?
- vi. **Measurable Outcomes [5 points].** Is the means the applicant proposes to use to measure the success of the project or event reasonable? Is it verifiable?
- vii. **Leveraging of Resources [10 points].** If the Community Grant Program grant is the primary source of monetary funding for the project or event: (1) what will be the return on the County’s investment (e.g., community benefit, funds raised, visitors attracted)? and/or (2) what is the value of the in-kind services or donations being pledged to the event? If the amount requested is less than 50% of the cash needs for the project or event, what additional benefit(s) will be derived as a result of receiving Community Grant Program funding?
- viii. **Regional Context [5 points].** Is the project or event part of an organized series of regional events or a regional theme? Does the project or events have a possible future regional application?
- ix. **Sustainability [5 points].** Is the project or event intended and likely to continue in the future without additional Community Grant Program support?

- x. **Other County Support [5 points]**. Is the funding being requested through the Community Grant Program the only form of financial or in-kind support the applicant, or project or event, will receive from Mono County this fiscal year?
- xi. **Clarity [10 points]**. Is the proposed activity, including anticipated outcomes, clearly and concisely stated? Is the information presented in the application consistent? Are the expenses for which Community Grant Program grant funding is sought clearly identified, and such that reimbursement for eligible expenses can be easily made?

The points assigned to each criteria category by individual members of the Review Panel will be averaged, and the average score awarded in each criteria category will be totaled. Applications must receive a total score of at least 70 points (out of 100 points possible) to be eligible for funding consideration. The Review Panel will make funding recommendations based on the scores each application receives. The Review Panel may also recommend specific limitations on the use of grant funds.

The Review Panel will forward applications that score 70 points or higher, and associated funding recommendations to the Board of Supervisors. The Board of Supervisors may accept, modify or reject the Review Panel's recommendations. The decision of the Board of Supervisors will be final and not subject to appeal.

Use of Funds

Community Grant Program grant funds shall only be used as described, and to carry out the specific project or event identified in the grant application as approved by the Mono County Board of Supervisors.

Grant funds may be used to pay for regularly paid staff time, exclusive of overtime and benefits, providing that the amount of staff time paid for with grant funds does not exceed staff time allocated to the specific project or event.

Community Grant Program grant funds cannot be used to pay for expenses associated with the applicant's day-to-day operating costs (e.g., office rent, office utilities, general office supplies, general travel expense, general insurance, per diem, etc.).

Requirements

All grant applicants must successfully execute a Mono County Contract (copy attached), including provision of a valid W-9 form, documentation of IRS certification of 501(c)(3) or 501(c)(6) status issued within the past two (2) years, and demonstrated proof of insurance. Requirements that the grant applicant is expected to comply with include, but are not limited to:

- All projects and events must be completed within the fiscal year (July 1 to June 30) in which the grant award was made.

- The County of Mono must be listed as an event or project sponsor on all advertisements, promotional items, or other collateral materials (including brochures, web sites, etc.) associated with the project or event. This includes featuring a logo, web site and/or telephone number if so specified by the County. The applicant will be required to demonstrate compliance with this requirement prior to receiving the last 25% of its grant award.
- All content and photos, information, logos, etc. used in advertisements and promotional items must be appropriately licensed.
- Only costs incurred after the Board of Supervisors has approved the grant award are eligible for reimbursement.
- Prepaid expenses are not eligible for grant funding until the good or service is actually received, unless prepaid costs are specifically identified in the grant application and subsequently approved by the County.
- Reimbursement of the final 25% of the grant award will not be made until the applicant has:
 - Completed the project or event identified in the grant application
 - Submitted appropriate documentation of eligible expenses to the County
 - Submitted samples of all promotional materials produced in relation to the project or event, and demonstrating that all promotional materials for the project or event identified Mono County as a sponsor of the activity
 - Completed and submitted the Final Report form provided by the County
 - Made an oral final report to the Mono County Board of Supervisors (Note: it is the sole responsibility of the applicant to schedule their report to the Board with the Clerk to the Board.)
- Reimbursement of eligible paid staff costs will only be made after the project or event has been completed.

Failure to comply with any of these requirements or other provisions of the contract may result in a suspension of grant funding, require reimbursement of grant monies already advanced, and disqualify the applicant from consideration for future grant funding.

Receipt of Grant Funds

Upon the County and Applicant executing the Mono County Contract, the grant recipient will, within 30 calendar days, receive 50% of the amount of their grant award (excluding paid staff costs).

The County will advance to the grant recipient an additional 25% of their total grant award within 30 calendar days of the County's receipt of satisfactory documentation demonstrating that the grant recipient has expended the initial grant funding consistent with the terms of their application and contract with the County.

The County will pay the final 25% of the grant award, and all eligible paid staff expenses within 30 calendar days after:

- Completion of the project or event; and,
- Receipt and approval of a Final Reimbursement Request including appropriate documentation of expenses; and,
- Receipt of the completed Final Report Form; and,
- Receipt of copies of all promotional materials developed in association with the project or event, and pre-approved by the County, and demonstrating acknowledgement of the County as a sponsor of the activity; and,
- The applicant making an oral report before the Board of Supervisors

###



COMMUNITY GRANT PROGRAM APPLICATION

Name of Project/Event: _____

Amount of Grant Request: \$ _____

Date: _____

APPLICANT INFORMATION

Name of Organization: _____

Street Address: _____

Mailing Address (if different): _____

Contact Person: _____ Phone: _____ E-Mail: _____

Type of Organization: _____ Tax ID# _____

Primary Purpose of Organization: _____

ACTIVITY INFORMATION

Description of Project or Event for Which Funding Is Being Requested:

Date(s) of Event or Project period: _____

BUDGET/FUNDING INFORMATION

If grant funds will be used to reimburse paid staff costs:

	<u>Position</u>	<u>Hourly Pay Rate*</u>	<u>Hours for Project/Event</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

*Exclusive of benefits & overtime. Must provide documentation of pay rate with payment request.

Event/Project Budget:

Budget Category	Description	Cost
Staff Support		
Contractor(s) and/or Consultant(s)		
Printing		
Advertising		
Postage		
Facility Rental		
Equipment Rental		
Misc Supplies		
Entertainment		
Other		
Total		

Sources of Project/Event Financing:

<u>Source</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	\$ _____

OTHER INFORMATION

What percentage of Project/Event budget does grant request represent? _____

Sources of In-kind Support:

<u>Description</u>	<u>Source</u>	<u>Value</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	TOTAL	\$ _____

Will the Project/Event happen if your organization does not receive a Community Grant? Y/N

If, "Yes" how will receiving a grant enhance the Project/Event? _____

If "Yes" how would receiving only partial grant funding enhance the Project/Event? _____

Identify Top 3 Benefits of Project Event (Place 1,2,3 in boxes below)

- Fundraiser
- Attract visitors from outside of Mono County
- Attract visitors from other communities in Mono County

Fundraiser for multiple groups (list groups: _____)

- Cultural enrichment
- Civic tourism
- Recreational enrichment

Other _____ Describe: _____

Other _____ Describe: _____

Comments: _____

How will outcome of Project/Event be measured? _____

What will constitute the Event/Project being a success? _____

Is the Project/Event part of a regional program? Y/N

Could it be? Y/N _____

Identify similar Events/Projects your organization has successfully implemented: _____

Is your organization, or the Project, or Event already receiving financial or in-kind support from Mono County? Y/N

Describe: _____

What are your plans for continuing the Project or Event in future years? _____

How? _____

Signature acknowledges that all information on application is true and correct and that Applicant has read and agrees to comply with Community Grant Program Guidelines.

Signature

Date

Attach:

- IRS certification of organization's 501(c)(3) or 501(c)(6) status
- Organization's Budget for current fiscal year including identification of all reserve funds
- Financial Statements prepared/reviewed/compiled/audited (circle all that apply) by _____.
- W-9 Form

Optional:

- Single page (one sided, 12-pt font, single spaced) expanding on any aspect of your Project or Event
- Letters demonstrating community support

2013-2014 COMMUNITY GRANT APPLICATION EVALUATION FORM

REVIEW PANELIST: _____

DATE: _____

NAME OF PROJECT/EVENT: _____

RECOMMENDED FUNDING: \$ _____

CRITERIA	POINTS POSSIBLE	POINTS AWARDED	COMMENTS (OPTIONAL)
Objective. Does the application seek funding for a specific event or project, or component thereof that is likely to enhance in-county or out-of-county visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Mono County?	10		
Community Support. Does the project or event have strong community support? Of the total time allocated to the project or event, how many hours will volunteers provide? Are multiple community organizations collaborating to carry out the project or event? Is there evidence of monetary or in-kind support from the local business community?	15		
Likelihood of Success. Is it the applicant likely to carry out what is being proposed, and do it well? Does the information contained in the application seem realistic (e.g., total cost, total time, number of volunteers, etc.)? Does the applicant have a track record of successfully implementing the proposed or similar projects or events? Is the nature of the project or event such that it seems "doable?" If the applicant is a previous County grant recipient, how well did they comply with the terms and conditions of the grant?	10		
Scope of Benefit. Is the benefit of the project or event clearly articulated? Will the project or event benefit the entire community, or primarily benefit only segments of, or specific organizations/businesses in the community? If the project or event is a fundraiser, how and to which organization(s) will the funds be disbursed? Does the benefit of the project or event extend to the greater region, or the County as a whole?	10		
Overall Merit. What is the overall quality of the idea being proposed? Is it unique? Is it "tried and true"? Does it support the tenets of "civic tourism" (e.g., eco tourism, agricultural tourism, cultural tourism, heritage tourism, geotourism, etc.)? [See www.civictourism.org]. Does the proposed activity create an appealing, dynamic, prosperous, and distinctive community identity? Does the project or event articulate or enhance what people love about the community in which they live, recreate or vacation?	15		
Measurable Outcomes. Is the means the applicant proposes to use to measure the success of the project or event reasonable? Is it verifiable?	5		
Leveraging of Resources. If the Community Grant is the primary source of monetary funding for the project or event: (1) what will be the return on the County's investment (e.g., community benefit, funds raised, visitors attracted)? and/or (2) what is the value of the in-kind services or donations being pledged to the event? If the amount requested is less than 50% of the cash needs for the project or event, what additional benefit(s) will be derived as a result of receiving Community Grant Program funding?	10		
Regional Context. Is the project or event part of an organized series of regional events or a regional theme? Does the project or event have a possible future regional application?	5		
Sustainability. Is the project or event intended and likely to continue in the future without additional Community Grant Program support?	5		
Other County Support. Is the funding being requested through the Community Grant Program the only form of financial or in-kind support the applicant, or project or event, will receive from Mono County this fiscal year?	5		
Clarity. Is the proposed activity, including anticipated outcomes, clearly and concisely stated? Is the information presented in the application consistent? Are the expenses for which Community Grant Program grant funding is sought clearly identified, and such that reimbursement for eligible expenses can be easily made?	10		
TOTAL	100		

Community Grant Program Grant Application Evaluation Summary

Project / Event Name:

Applicant:

Amount Requested:

CRITERIA	POINTS POSSIBLE	PANELIST A		PANELIST B		PANELIST C		PANELIST D		PANELIST E	
		POINTS SCORED	REC. FUNDING	POINTS SCORED	REC. FUNDING	POINTS SCORED	REC. FUNDING	POINTS SCORED	REC. FUNDING	POINTS SCORED	REC. FUNDING
Objective	10										
Community Support	15										
Likelihood of Success	10										
Scope of Benefit	10										
Overall Merit	15										
Measurable Outcomes	5										
Leveraging of Resources	10										
Regional Context	5										
Sustainability	5										
Other County Support	5										
Clarity	10										
TOTAL	100	0		0		0		0		0	

**MONO COUNTY TOURISM & FILM COMMISSION
COMMUNITY EVENT MARKETING FUND 2013-2014**

FOR

MONO COUNTY COMMUNITY NON-PROFIT ORGANIZATIONS

DEFINITION AND PURPOSE

Mono County, through its Tourism & Film Commission, is pleased to announce the availability of a Community Event Marketing Fund (CEMF) reimbursement program to support organized, non-profit groups that may require additional revenue to market and promote tourism-based community events. The purpose of this program is to further the Mono County Tourism & Film Commission's (MCTFC) goal to increase year-round visitation and overnight stays in Mono County which provide economic benefit to the region.

ELIGIBLE EVENT MARKETING PROGRAMS

Examples of marketing initiatives that promote tourism-based, community events might include: Temporary promotional signage, flyers, posters, brochures, direct mail, online and traditional advertising, etc. **Please note:**

- Promotional communication must be targeted and distributed to destination markets **outside** Mono County and California's Eastern Sierra.
- Promotional materials funded by the CEMF must be professionally designed and produced.
- New events will be given priority consideration, as will events that are scheduled during non-holidays after Labor Day through June 30th (and excluding high season for Mammoth Lakes events, Dec.20-March 30).
- Every community in the county is encouraged to submit applications for funding and MCTFC will strive to ensure that funding is dispersed as equitably as possible between communities and applicants. However, this will depend on relevant applications received and cannot be guaranteed.
- Both new and existing events are eligible for funding; however, MCTFC encourages organizations to develop self-sustaining events and programs, and will take this into consideration when reviewing applications for CEMF.

EVENT MARKETING CHARACTERISTICS

The MCTFC will review all applications, giving special attention to those requests that propose to market the following:

- Events that bring NEW overnight visitation to Mono County, particularly those that drive more than a single night stay
- Events that promote/advertise the community, not individual businesses
- Events which have otherwise limited funding sources
- Events which have heavy volunteer participation and community support
- New events and applicants that have not previously applied for funding
- Events which drive traffic during the shoulder seasons – non-holidays after Labor Day through the end of June, (and excluding high season for Mammoth Lakes events, Dec.20-March 30).

- Events which are marketed and promoted to destination markets outside Mono County and the Eastern Sierra.

AVAILABLE FUNDING

Up to \$4,000 in funding on a reimbursement basis is available per event, determined by the scope and needs of the event. Total funding available for CEMF is \$20,000; these monies are identified in the MCTFC 2013-14 operating budget. **The Mono County Tourism and Film Commission is under no obligation to expend any or all of the funds if applications do not meet funding requirements or MCTFC goals/objectives.** Organizations that have been granted funding from MCTFC in the past may apply for CEMF if the proposal is to expand the event in order to drive NEW overnight visitation, or if the event is moved to a non-holiday, shoulder-season time.

APPLICATION REQUIREMENTS

To apply for Community Event Marketing Fund reimbursement, organizations must submit:

- Community Event Marketing Fund application form (see attached)
- Detailed budget specific to the program or event
- Proof of 501(c) non-profit organization status

APPLICATION SUBMISSION & APPROVAL TIMELINE

All applications will be reviewed by Mono County staff and, if determined to meet funding criteria, will be submitted to the MCTFC for final evaluation.

APPLICATION SUBMISSION DEADLINE: November 1, 2013.

PRESENTATION TO COMMISSON*: November 20, 2013.

FUNDING APPROVAL NOTIFICATION: November 20, 2013.

**Applicants must be prepared, if requested,, to make a short 5-minute presentation at the regularly scheduled MCTFC meeting, November 20, 2013. Time and location TBA.*

APPLICATION SUBMISSION INSTRUCTIONS

All applications for 2013-14 must be submitted by **November 1, 2013** in person, by mail or electronically to :

Jeff Simpson
Economic Development Coordinator
Mono County
PO Box 603
Mammoth Lakes, CA 93546
P. 760-924-4634
F. 760-924-1697 FAX
E. jsimpson@mono.ca.gov

The Mono County Economic Development office is located in the Sierra Center Mall, 452 Old Mammoth Rd.- 3rd floor, in the County Administrative Office.

FUNDED EVENT REQUIREMENTS:

Events that are approved for CEMF reimbursement program must adhere to the following program requirements:

- 1) Recipients must adhere to the business/marketing plan (scope of work), as proposed, and sign a contract to do so with the county.
- 2) Recipients are required to provide progress reports by phone or email leading up to the event.
- 3) All promotional materials and online/website presence must include the following Mono County information; however the primary call-to-action for the event must clearly be the event's own contact info.
 - Mono County Tourism/Film Commission logo (artwork provided)
 - The 800 Tourism number: **800.845.7922**
 - Mono County Tourism website address: **www.MonoCounty.org**.
- 4) Design and content of all materials must be professionally created and reviewed by County staff before printing, publication or distribution.
- 5) All content and photos, information, logos, etc. must be properly licensed.
- 6) All original invoices and/or original paid receipts must be presented to Mono County staff for reimbursement to the requesting organization within 30 days after the event or the launch of the program.
- 7) Organizations must provide Mono County staff and the MCTFC with a written **Project Report** on the success of the program or event.

**Mono County Tourism/Film Commission
Community Event Marketing Fund Request Form**

You are encouraged to provide any additional information you feel is pertinent and which would aid in evaluating your request. This request should only be completed for funding activities that will have a direct impact on the successful marketing and promotion of Mono County as a visitor destination.

1. Name of Organization: _____
2. Purpose of Organization _____
3. Name of event for which funding is being requested:

4. Date of event: _____
5. Amount of funding requested: \$ _____
6. Chairperson/Contact _____
7. Email Address _____
8. Telephone/Cell Phone _____
9. Mailing Address _____
10. Tax ID # _____

If you do not have a Tax ID number, has one been requested? Yes No

11. Has this particular event received funding through Mono County in the past?
Yes No If yes, what year and amount:

12. Marketing Plan

Please answer the questions below which describe **how you will use the funding** to market your event. You may also submit your detailed Marketing or Business Plan, if it addresses these questions.

a. Overview of the event:

b. Advertising/Media Buy – What advertising and promotional channels will be used (*names of magazines, newspapers, radio stations, online venues*)? How many ads/spots will run, and what are the size/duration, timeline, and costs?

c. Printed Materials – What and how many printed materials will be produced (*e.g. brochures, posters, rack cards, banners*) and what are the distribution plans, timeline, and costs?:

d. Timeline – Please provide a timeline for the marketing campaign:

13. Number of local participants/volunteers. _____

14. Budget

a. **Please attach a detailed event Budget** (including Revenue & Expenditures)

b. **What other sources have you pursued to obtain funding?** (e.g. fundraising events, increased fees, admission charges). Please attach any information that will assist in establishing the funding history of the organization:

c. **Are any County-funded resources (community centers, parks) used by the organization?** Yes _____ No _____

If yes, indicate the nature and extent. Estimate number of participant hours of use: _____

15. Goals

a. **Please quantify the visitation goals of your program?** (e.g. 100 room-nights, 500 attendees, etc.): _____

b. **How will the event drive NEW overnight visitation to your community?**

By signing below you agree to meet the Community Event Marketing Fund requirements, which, if not met, may result in lack of reimbursement of costs for your program or event.

Print Name

Telephone number/Email

Signature

Date