



# 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 August 11, 2015

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**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](http://www.monocounty.ca.gov). If you would like to receive an automatic copy of this agenda by email, please send your request to Bob Musil, Clerk of the Board: [bmusil@mono.ca.gov](mailto:bmusil@mono.ca.gov).

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. APPROVAL OF MINUTES**

**A. Board Minutes**

Approve minutes of the Regular Meeting held on July 14, 2015.

**B. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on July 21, 2015.

**3. RECOGNITIONS - NONE**

**4. BOARD MEMBER REPORTS**

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

**5. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**6. DEPARTMENT/COMMISSION REPORTS**

**7. CONSENT AGENDA**

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

**A. Temporary Road Closure of Convict Lake Road for Pedestrian Bridge Work**

Departments: Public Works

Replacement of a pedestrian bridge at the Convict Lake outfall requires the temporary closure of Convict Lake Road.

**Recommended Action:** 1. Receive staff report regarding construction on Convict Lake Road. 2. Consider and potentially adopt Resolution No. R15-\_\_\_\_\_, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Convict Lake Road for Pedestrian Bridge Work." 3. Provide any desired direction to staff.

**Fiscal Impact:** None. The Convict Lake Road Reconstruction Project is fully funded by federal and state grants. 88.53% sourced from the Federal Lands Access Program with 11.47% sourced from a State Transportation Improvement Program Grant.

**B. Deed Restriction, Covenant, and Agreement to Satisfy Conditions of the Sharp Encroachment Permit**

Departments: Public Works

William Sharp has requested that County approve storm drainage facilities for a driveway encroachment as built, rather than require that they be removed and rebuilt in accordance with the approved Encroachment Permit. Public Works is willing to approve the storm drainage facilities as built, only if the property is enforceably restricted by a Deed Restriction, Covenant, and Agreement that limits the County's liability.

**Recommended Action:** Approve, and authorize the Assistant Public Works Director to sign and record Deed Restriction, Covenant, and Agreement enforceably restricting APN 026-420-002-000 to ensure that storm water drainage from Sierra Vista Circle is appropriately discharged.

**Fiscal Impact:** This project is funded by encroachment permit fees.

**C. AIDS Drug Assistance Program (ADAP) Contract #15-10342 for July 1, 2015-June 30, 2017**

Departments: Health Department

Proposed contract with the California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) pertaining to the AIDS Drug Assistance Program (ADAP) Contract for July 1, 2015-June 30, 2017.

**Recommended Action:** Approve County entry into proposed contract #15-10342 and authorize the Public Health Director to execute said contract on behalf of the County. Additionally, provide authorization for the Public Health Director to sign contract amendments that may occur during the 2-year contract period from July 1, 2015-June 30, 2017.

**Fiscal Impact:** There is no fiscal impact on the general fund. This agreement will provide \$4,000 to the Health Department for the provision of ADAP services from July 1, 2015-June 30, 2017.

**D. Hiring Freeze Variance Office Assistant I/II**

Departments: Behavioral Health

This vacancy is due to pending resignation of our current Office Assistant II, who is leaving Mono County to attend school in Southern California. This position provides support to our Front Office FTS I, answers our office phones, provides customer service to phone and walk in consumers, collects and records payments, and does a variety of other administrative tasks.

**Recommended Action:** Authorize Behavioral Health director, in consultation with Human Resources, to recruit to fill one Office Assistant I/II position.

**Fiscal Impact:** There is no fiscal impact to the Mono County General Fund. This

position is funded with Mental Health monies and is on the MCBH allocation list. Total cost for the remainder of the 15/16 Fiscal Year is \$47,705.00 of which \$27,550 is salary and \$20,155 is county benefits.

**E. Milovich Employment Agreement**

Departments: Human Resources, County Counsel

Proposed resolution approving an at-will employment agreement with Christian Milovich. The agreement would continue Ms. Milovich's employment as a deputy county counsel.

**Recommended Action:** Adopt Resolution R15-\_\_\_, a resolution of the Mono County Board of Supervisors approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment.

**Fiscal Impact:** Continues Ms. Milovich's employment and compensation for her current position of Deputy County Counsel I, and authorizes her promotion to Deputy County Counsel II (with a corresponding increase in compensation) if funding for said promotion is approved in the final 2015-16 County budget (as has been proposed). Fiscal Impact for Deputy County Counsel I is \$136,688 including salary, PERS and benefits of \$92,880, \$21,640 and \$22,168, respectively. The fiscal impact for Deputy County Counsel II is \$154,459 including salary, PERS and benefits of \$108,684, \$21,640 and \$24,135, respectively.

**F. Greenberg Employment Agreement**

Departments: Human Resources, IT

Proposed resolution approving an at-will employment agreement with Nate Greenberg. The agreement would continue Mr. Greenberg's employment as Information Technology (IT) Director.

**Recommended Action:** Adopt proposed Resolution R15-\_\_\_, a resolution of the Mono County Board of Supervisors approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment.

**Fiscal Impact:** Continues Greenberg's current compensation, which is included in the proposed budget for 2015-16. The annual impact of this contract is \$155,647 including salary, PERS and benefits of \$109,740, \$21,640, and \$24,267, respectively.

**G. Vehicle Cost Overage/Extension - Five Chevrolet Tahoe 4WD Patrol Vehicles**

Departments: Sheriff's Office

On May 5, 2015, the Board of Supervisors approved the cost of five (5) new Chevrolet Tahoe 4WD Patrol Vehicles for the Mono County Sheriff's Office. The approved not-to-exceed purchase amount was for \$320,000.00 from the Public Works Motor Pool Fund. The Sheriff's Office is requesting an extension to

\$323,000.00 to complete insufficient inventory. The cost overage will be paid out of grant funding through the Sheriff's Office.

**Recommended Action:** Approve the cost overage and extension for the five Chevrolet Tahoe 4WD Patrol Vehicles from the original approved not-to-exceed cost of \$320,000.00 to the extended cost of \$323,000.00. The cost overage will be paid out of grant funding through the Sheriff's Office.

**Fiscal Impact:** The cost to complete the radio extenders for the five (5) new Patrol Units for the Mono County Sheriff's Office will cost \$7,197.98. This cost brings the total for these approved five vehicles to \$322,872.69. The Mono County Sheriff's Office has available grant funding to cover the overage cost of this request.

**8. CORRESPONDENCE RECEIVED (INFORMATIONAL)**

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

**A. Larisa Craig Email Regarding Benton Camp Stats and Review**

Departments: Clerk of the Board

Email from Larisa Craig to Supervisor Stump dated August 4, 2015 regarding Benton Camp stats and review.

**B. Law Library Board of Trustees Annual Report**

Departments: Clerk of the Board

Correspondence from the Law Library Board of Trustees outlining their annual report.

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**9. REGULAR AGENDA - MORNING**

**A. Quarterly Investment Report**

Departments: Finance

10 minutes (5 minute presentation; 5 minute discussion)

(Joanne K. Werthwein) - Quarterly Investment Report for Quarter Ended: June 30, 2015. Investment report and staff report will be presented at the meeting.

**Recommended Action:** Review reports, provide feedback, and address questions

**Fiscal Impact:** None

**B. Tourism and Fisheries Update**

Departments: Economic Development

20 minutes (10 minute presentation; 10 minute discussion)

(Alicia Vennos, Jeff Simpson, Liz Grans) - Presentation by Mono County Economic Development staff primarily focusing on Tourism marketing highlights, initiatives and goals, as well as an update on Fisheries.

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

**Fiscal Impact:** None.

**C. Friends of the Inyo Presentation**

Departments: Economic Development

15 minutes (10 minute presentation; 5 minute discussion)

(Paul McFarland) - Presentation by Paul McFarland, Special Projects Manager with Friends of the Inyo regarding accomplishments of the Mono County Trails Work.

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

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

**D. Overview of Verizon-Frontier Transfer and Upcoming Public Participation Hearing**

Departments: Information Technology

15 minutes (5 minute presentation; 10 minute discussion)

(Nate Greenberg) - On February 5th, 2015, Frontier Communications announced its agreement to acquire Verizon wireline operations in California, Florida, and Texas. The Joint Application that is being considered identifies the "Transferred Business" as the following: Providing, marketing, and selling Incumbent Local Exchange Carrier (ILEC) and video services Originating Central Office voice switched long-distance services The provision of Verizon Online LLC for dial-up, Digital Subscriber Line (DSL), and dedicated Internet services (including FiOS) The sale, installation, and related maintenance of customer premise equipment (including 911 related CPE) for all ILEC customers Mono County wants the 'best available service' for our constituents and encourages the California Public Utilities Commission to require certain associated conditions on Verizon and Frontier to ensure that the major issues and concerns are addressed. This item will provide an overview of the transfer and review some of the key points which should be presented to the Commission during the upcoming Public Participation Hearing on August 21st in Mammoth Lakes.

**Recommended Action:** Information item. Provide any desired direction to staff.

**Fiscal Impact:** None.

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

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

**11. CLOSED SESSION**

**A. Closed Session--Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Lynda Salcido. 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. Conference with Legal Counsel**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Luman v. Mono County Personnel Appeals Board et al..

**C. Conference with Legal Counsel**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: Deputy Sheriff.

**12. REGULAR AGENDA AFTERNOON - NONE**

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**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 July 14, 2015.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Helen Nunn

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

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[Draft Minutes July 14, 2015](#)

**History**

Time	Who	Approval
8/5/2015 8:45 AM	County Administrative Office	Yes
8/5/2015 1:39 PM	County Counsel	Yes







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

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

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

**Regular Meeting  
July 14, 2015**

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Flash Drive	#1004
Minute Orders	M15-152 to M15-158
Resolutions	R15-49 to R15-51
Ordinance	ORD15-05 not used

9:00 AM Meeting called to Order by Supervisor Fesko.

*Supervisors present: Alpers, Corless, Fesko, and Johnston.  
Supervisors absent: Stump.*

*Break: 10:19  
Reconvene: 10:30  
Closed Session/Lunch: 11:15  
Reconvene: 1:31  
Adjourn: 2:06 p.m.*

Pledge of Allegiance led by Supervisor Corless.

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

**Alicia Vennos & Liz Grans:**

- Economic Development had Mono County stickers made to hand out at trade shows. The County's exhibit at the State Fair won several awards. Mono County won Best of Show for produce and Best of Show for building. Mono County received a lot of great attention there.
- Alicia and Jeff operate the Mono County Tourism Facebook page with 46,000 followers. Huge response to a video that Jeff Simpson posted, with over 1.4m views. Exposure for Mono County is fantastic. GMA contacted Tourism to show the video, among others.

**2. APPROVAL OF MINUTES - NONE**

**Note**

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

### 3. RECOGNITIONS

#### A. Recognition of Finance Department

Departments: Board of Supervisors

Public acknowledgement of appreciation of the Finance Department's staff for their hard work and dedication to the roll out of the county's new Innoprise Financial System.

**Leslie Chapman:**

- The new live system has gone beautifully; there has been smooth communication with other departments, which continued through last week. Most of the feedback on the new system has been positive. Acknowledged the hard work of Roberta Reed, Stacey Westerlund, Gerald Frank, and Stephanie Butters, all present in the Board room.

**Supervisor Fesko:**

- Hats off to you, shows real dedication.

**Supervisor Stump:**

- Every time he is in the Finance office, everyone is always pleasant and seems to work as a team, which is very impressive. Thank you very much; this is an accomplishment to be able to do this.

#### B. Recognition of the Assessor's Office

Departments: Board of Supervisors

Public acknowledgement of appreciation of the Assessor's office staff for their hard work and dedication in preparing the annual assessment roll.

**Barry Beck:**

- Thanks to the Board for taking the time to recognize his staff. He left out one important statistic last week: due to being down from 9 employees to a staff of 6, the shortage of staff resulted in the office spending \$260k less than the approved budget. Thanks to David Rodriguez, Stephanie Padilla, Amber Reigle, Susan Peters, and Brian Butters.

**Supervisor Fesko:**

- Thank you, the numbers were impressive. He appreciates the new numbers for the budget, too. The work is greatly appreciated, and it's a lot of hard work.

**Supervisor Stump:**

- The County is doing budget meetings right now and this is the foundation of those meetings. Most of the public has no idea what this office does to keep the roll going. He thinks it would change a few attitudes if the public knew what hard work it is. Thank you.

**Supervisor Corless:**

- Community meetings are a good location to give the community updates because of live steaming. Thank you, and she appreciates the hard work.

### 4. BOARD MEMBER REPORTS

**Supervisor Alpers:**

- 7/7 - Attended the JLCAC meeting held at the JLCC. The highlights included:
  - Sheriff Braun briefed the community on the "shots fired" incident which resulted in an arrest and cuffing by Sheriff Braun herself.
  - Garrett Higerd made a progress report on the JL streets project. Last minute adjustments have been made and paving has begun.
  - Jill Stark reported on JL Trails Day. 57 folks showed up to work.

**Note**

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-MC Community Development staff presented a TROD informational workshop for the JL community. Although applications for TROD rental permits were declined, the discussion, unfortunately, became contentious. Thank you to Courtney and Nick for handling this very well.

-He reported that Gov. Brown has appointed 2 new members to the California State Fish and Game Commission. Eric Sklar, a winery owner from St. Helena, and Anthony Williams, an attorney from Huntington Beach, will replace Commissioners Sutton and Rogers.

- 7/10 - Assisted the residents of Chalfant in dealing with the flood that affected 17 properties on the northeast part of the community. He would like to commend and thank our County employees for the quick and effective response to the emergency. He wants to add Chief Roger Thompson to those recognized by Supervisor Stump. Very proud of "County brand" that day.

**Supervisor Corless:**

- Mono County Tourism goes viral! Jeff Simpson's video of snow on Tioga Pass has gotten over a million views, was also posted on the LA Times (and mentioned in print).
- Eastern Sierra Visitor Center Board Meeting: a couple of interesting notes: 200 wilderness/Mt Whitney permits issued on July 3 before 3:30!; project to connect 4<sup>th</sup> graders in Inyo-Mono to our local National Parks (all 4<sup>th</sup> graders get free 1-year park passes), working with Bernadette Johnson and others to plan—Deanna Dulen of DEPO and John Helm at ESTA have already planned free access to the Postpile on buses. Visitor Center doing a visitor survey this summer that our Economic Development Dept helped design, should give useful info on where people are going and what services they need.
- Speaking of wilderness and trails, want to recognize Dr. Bill Carter of Bishop and the Eastern Sierra chapter of the backcountry horsemen of California and the Pacific Crest Trail Association for the amazing amount of work they did on our Inyo National Forest trails around Mammoth earlier this month: not only did they clear sections of the PCT and JMT around Reds, they worked on other popular trails—Fish Creek all the way to Cascade Valley and Minnow Creek, Minaret Lake, King Creek, River Trail. It adds up to miles and miles of trails that thousands of hikers and sightseers are using—this is invaluable service and a great example of the kind of partnership we need to take care of our recreation infrastructure.
- She would also like to recognize two district 5 residents for their service on the Town's Planning and Economic Development Commission: Dave Harvey and Elizabeth Tenney.
- Strategic plan follow up—Board of Supervisors got an email from Beth or Laree requesting Board feedback on the one-year planning document.

**Supervisor Fesko:**

- July 7th. Bridgeport Budget Discussion. ~12 people turned out to hear a great presentation by Finance Director Leslie Chapman and Megan Mahaffey. Thanks to Kirk Hartstrom for setting up the equipment.
- July 9th. Antelope Valley Budget Discussion. 22 people turned out to hear another great presentation. By Finance Director Leslie Chapman. Thanks goes out to Ryan Goodner-Belli for helping to setup the equipment.
- Flooding in North County, several floods on Buckeye Rd, closed for several days. Eastside In washed out twice, debris came down. Mill creek rd, forest service will not be going past the lost canyon creek area, part of the hillside has broken loose and is not safe. Local fire chief and PW will be meeting with BLM to talk about that road. Cracks on both sides of road (?)

**Supervisor Johnston:**

- Attended the Great Basin Unified Air Pollution in Markleeville last week. There was a report on the result of the GBUAPCD vs. Mammoth Community Water District; the court ruled in favor of Great Basin with regard to adequacy of the environmental document. Also reviewed various ongoing activities of the district.
- Attended the Local Transportation Commission yesterday. Main items were the quarterly reports of the various jurisdictions including Caltrans, Mono County, and the Town of Mammoth Lakes. Also there was a report and discussion of this year's state funding for transportation projects and further discussion of the MOU projects such as Olancho-Cartago, Freeman Gulch and others.

**Note**

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

**Supervisor Stump:**

- 7-8 : Attended the Tri Valley Water Commission Special Meeting - Phil West was selected to fill the unexpired term of Cindy Kitts.
- 7-9 : Attended the Great Basin Air Pollution Control District meeting in Markleeville - Received an update on smoke monitoring capability and the ability to connect to real time data.
- 7-9 : Flash flood in the NE part of Chalfant : I found about it on Friday morning, thank you to Supervisor Alpers for taking phone calls on Thursday night and visiting Chalfant on Friday.
- 7-10 : Many phone calls working on the continuing response to Chalfant Flood - Conference call at 2:00 with County Departments, Cal Fire, Chalfant CSD Board Chair, and Mammoth Fire (local Fire Rescue OES) to discuss response planning if the area were impacted by another thunderstorm, assistance to those forced to leave their homes, and recovery efforts such as restoring water wells and septic.
- 7-13 : Attended Local Transportation Commission meeting. 2016 State Transportation Improvement Program will be announced soon, funding looks tight.
- 7-13 : Community Budget Meeting in Chalfant. Answered community questions.
  
- He wishes to thank the following for their response to Chalfant last Thursday night:
  - From the Road Department - Josh Rhodes, Loren Kitts, and Russell Brown
  - From the Sheriff's Office - Sergeant Jeff Beard, Sergeant Seth Clark, Deputy Scott Minder, PSO Dispatcher Nick Way, PSO Dispatcher Arlene Mills, PSO Dispatcher Krystal Hanson
  - A big thanks to Supervisor Alpers
- He also wants to thank Supervisor Corless for helping to cover Paradise, Swall Meadows, and Crowley while he is tied up with his son's wedding on Saturday.
- Thanks to the Forest Service for their response last Thursday to a debris dam that had accumulated above the Convict Lake weir, water was backing up behind it and if it had released all at once the downstream Sierra Nevada Aquatic Research Laboratory Complex could have been flooded.

5. COUNTY ADMINISTRATIVE OFFICE

**Lynda Salcido:**

- 7-8: MAG meeting in Mammoth Lakes. Presentation on Water system in Mammoth Lakes and the drought impacts; interesting study on how water is managed in Mammoth.
- 7-9: Coffee with CAO, lots of talk about the budget with County employees.
- 7-13: 5 budget meetings.
- At the Chalfant budget meeting, 8-10 community members attended and we had a lively discussion. People are interested.

6. DEPARTMENT/COMMISSION REPORTS

**Louis Molina:**

- Update on flood in Chalfant, 10-12 homes were affected either moderately or severely. Thursday afternoon into the evening, there was still water flowing around the community near Sacramento St. He gave out information on water safety, most of the water had subsided by Friday. By Monday, it was mostly dried up. 3 lots are still affected, and clean-up efforts are underway. He's had one call for a well sample.
- **Supervisor Fesko:** He appreciates all Louis has done so far.
- **Supervisor Stump:** The clean-up is at no cost to property owner. Thank you to Louis for getting out there right away, Thank you also to Lynda for the conference call Friday afternoon.

7. CONSENT AGENDA

**Note**

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

(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. Agreement with Wild Iris for Child Abuse Prevention Services (PSSF)

Departments: Social Services

Proposed contract with Wild Iris pertaining to Promoting Safe and Stable Families Grant services.

**Action:** Approve County to enter into the proposed Agreement, and authorize Lynda Salcido, Mono County Interim CAO, to execute said Agreement on behalf of the County.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-152**

B. Agreement with Wild Iris for Child Abuse Prevention Services (CBCAP)

Departments: Social Services

Proposed contract with Wild Iris pertaining to Community Based Child Abuse Prevention (CBCAP) Grant services.

**Action:** Approve request to use CBCAP monies from the County Children's Trust Fund in an amount not to exceed \$28,000.00 for a two year period to fund child abuse prevention services provided by Wild Iris, as recommended by the Child and Family Advisory Board. Approve County entry into the proposed agreement, and authorize Linda Salcido, Mono County Interim CAO, to execute the agreement on behalf of the County.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-153**

C. Joint Powers Agreement for Mono North Star Counseling Program

Departments: Behavioral Health

Proposed joint powers agreement with Mono County Superintendent of Schools to provide mental health counseling services to students and their families referred by the Eastern Sierra or Mammoth Unified School District or the Mono County Office of Education.

**Action:** Approve County entry into proposed joint powers agreement and authorize Robin Roberts, Mono County Behavioral Health Director, to execute said agreement on behalf of the County.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-154**

D. Agreement with Mono County Office of Education for CAPC Coordination

Departments: Social Services

**Note**

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

Proposed contract with Mono County Office of Education pertaining to Child Abuse Prevention Council coordination services.

**Action:** Approve request to use CBCAP monies in the County Children's Trust Fund in an amount not to exceed \$38,000.00 to fund coordination services for the Mono County Child Abuse Prevention Council. Approve the County to enter into the proposed contract for said services with the Mono County Office of Education, and authorize Lynda Salcido, Mono County Interim CAO, to execute said contract on behalf of the County.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-155**

E. Appointments to First 5 Commission

Departments: Clerk of the Board

Appointment of Ms. Megan LePlatt and Dr. Kris Wilson to the First 5 Mono County Children and Families Commission pursuant to their applications in addition to the recent vacancies created by two recent resignations. Supervisor Tim Alpers has agreed to sponsor this item.

**Action:** Appoint new Commissioners, Ms. Megan LePlatt and Dr. Kris Wilson, to the Mono County Children and Families Commission to serve three-year terms, commencing July 14, 2015 and expiring on July 13, 2018.

**Stump moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-156**

**Pulled for discussion.**

**Supervisor Stump:**

- He wants to recognize Megan for her willingness to volunteer.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

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

9. REGULAR AGENDA - MORNING

A. Ordinance and Bylaw Changes to Mono County Tourism & Film Commission

Departments: Economic Development

(Alicia Vennos; Jimmy Little, Chair, Mono County Tourism/Film Commission) - Chapter 2.85 of the Mono County Code applies to the Mono County Tourism/Film Commission. The Commission was created in 1994, operating initially as the Tourism Commission. In 2001, it was augmented to become the Tourism/Film Commission. Most recently, the Commission has been involved with the development of the draft Mono County Economic Development Strategic Plan, and the desire is for the Commission to add economic development to its duties and title.

**Note**

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

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

**Johnston moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M15-157**

**Alicia Vennos:**

- It has been an honor to work for several years with Mono County Tourism and Film Commission. She is here today on behalf of, and to offer a little background on the commission. It is important to integrate County development into the Tourism and Film Commission.

**Jimmy Little:**

- Thank you for the opportunity to be here today. This ordinance is the next step in the process to market and promote our businesses. Economic development felt this is a responsibility we can take on rather than creating another entity. The goal is to make Mono County an attractive place to live and work.
- This was several years' process to develop and approve. Strategy provides three different potential options. This is the next logical step, and may not be final. The next direction is to take some leadership and move forward.
- Commissioners are unpaid.

**Supervisor Stump:**

- How much do Tourism and Film Commissioners get paid?

**Supervisor Corless:**

- Thank you for coming today. She has attended many meetings in the past and feels this is moving in the right direction, as well as meshes well with the County's strategic plan.

**Supervisor Fesko:**

- Volunteerism in this county is why the County can do what it does. The public gets involved, and he feels it's a great match.

**B. Public Hearing to Accept the Final Product of Community Development Block Grant 12-CDBG-8400**

Departments: Economic Development

PUBLIC HEARING: 10:00 A.M.

(Jeff Simpson) - Public hearing to accept the final product of Community Development Block Grant 12-CDBG-8400.

**Action:** Approve final grant product.

**Corless moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-158**

Open to public comment at 10:05

**Jeff Simpson:**

- Brief overview of the timeline of the grant process from 2012 to 2014.
- Met with businesses in Mono County. They need assistance with management and bookkeeping, not necessarily financing. The original grant was to provide technical assistance to a Bridgeport Corporation to start a micro lending program.

**Supervisor Fesko:**

- He appreciates the update. It is unfortunate we couldn't provide a better benefit.

**Supervisor Stump:**

- Do we have the database now to structure grant requests? This grant created no jobs, but generated a report.

**Supervisor Corless:**

- This is an excellent overview of the process. The County doesn't just have a report; it has a

**Note**

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plan to give businesses what they need: technical assistance with tools such as Quickbooks and website set-up. She feels it is a better plan to help businesses rather than just loan money.

### C. Economic Development Update

Departments: Economic Development

(Alicia Vennos/Jeff Simpson/Craig Schmidt, Mammoth Lakes Chamber of Commerce) - Presentation and update regarding current and upcoming Economic Development initiatives; as well as an overview by Craig Schmidt, Executive Director of Mammoth Lakes Chamber of Commerce, regarding collaborative, county-wide Business Retention & Expansion programs.

#### **Alicia Vennos:**

- She didn't want to wait until August to update the Board. They have been involved with all Chambers of Commerce in the County and many different departments, and everyone had something to add to program.

#### **Jeff Simpson:**

- He understands this is a priority for all Board members here, but Economic Development means something different to each person. ED is defined as the creation of wealth through which community benefits are created.
- Business attraction: what we're doing to attract businesses. Our visitors are those who already love coming here, and this is to plant the seed to encourage them to come here. Strategies include letting people know we have D395 for their internet needs, and marketing strategies to appeal to those who might want to start or bring a business to Mono County.
- He attended International Council of Shopping Centers. Introduced Mono County to several businesses including hotels, dining, niche businesses, and found 2 already looking to move to Mono County. There are 2 new businesses currently starting up, both in Sierra Center Mall. Notable are the one year anniversaries of the Rock and Bowl, the Brasserie upstairs in the bowling alley, June Lake Brewing, East Side Bakeshop, Mono Cup Coffee, and Sweetwater. X1Labs is a non-tourism related business in Mammoth Lakes; if it wasn't for D395, they wouldn't be here. Several new information technology businesses throughout the County.
- 70-80% of new jobs in a region come from existing businesses; this is our department's primary focus. Many businesses are relocating, renovating, and/or expanding. It's a big leap of faith for someone to invest their life savings and take a chance here.
- New ED website with all workshops and webinars. Next webinar is to help people evaluate their businesses. Lots of links to help start, build, expand, or improve businesses. The site also has information on current jobs, schools, communities. Coming soon: a list of properties available for developing a business on.
- Just submitted a USDA grant for Technical Assistance to businesses. It should be 5-6 months out to find out about grant. ED will be conducting surveys with businesses to see where help may be needed.
- Going to see if we can duplicate what's going on in Mammoth Lakes around the County.
- At the conference in Las Vegas, met with a company that will donate charging stations on donated land for free. They need marketing and high visibility locations.
- At least one business owner in Bridgeport that is interested in charging stations. Tesla will provide the kit, but will not reimburse costs.

#### **Supervisor Johnston:**

- These efforts are on a broad scale, has been a missing piece for a long time, and much needed. This will make a difference in regional promotion.
- Regarding the electric highway in NV; has ED had any contact with NV to promote electric fueling stations?
- Understands that Tesla has opened a super charger along the 395 in Lone Pine and

#### **Note**

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Ridgecrest.

**Supervisor Alpers:**

- Appreciates that this is a comprehensive county-wide program; never seen anything like it. This is 21<sup>st</sup> century stuff, and he really appreciates it.

**Supervisor Fesko:**

- It is good to see this all coming together. He wants to hear about specific community Chambers; it needs to encompass outlying communities too if it's going to be County wide. They are small, but they may be educated on what they can do for themselves.

**Supervisor Corless:**

- The TOML Chamber is very interested in working County wide. This is part of our strategic plan too. We need to help businesses that are already here. It's great to attract new businesses, but we need to support existing businesses too. By helping current businesses thrive, this will help attract new as well. We are the only agency with an Economic Development Department with the professional capacity to make this happen.

**Supervisor Stump:**

- There is a research facility within the County. He believes we need to see what we can do to help support them. They are affiliated with UC Santa Barbara.
- With regard to the digital 395 expansion, we can't depend on IT or Race Communications. There needs to be a tie in with Economic Development to expand services. Think about what businesses can do with remote locations if they have service there. Asked Economic Development to please ask businesses if they have time for ED's help, as he gets the sense among small businesses that they feel government is not their friend and the survey may be viewed as intrusive.

**D. Film Commission Update**

Departments: Economic Development

(Alicia Vennos, Steve Morrison (Mono County Tourism and Film Commission), Shira Dubrovner (Mammoth Lakes Film Festival)) - Presentation and update on filming in Mono County by Alicia Vennos, (Film Commissioner), Steve Morrison, (Mono County Tourism and Film Commission), as well as Shira Dubrovner, (Mammoth Lakes Film Festival).

**Alicia Vennos:**

- Gave a brief overview of 2014 film productions in Mono County. Speaking the language of the strategic plan, productions are part of promoting a strong and diverse economy.
- 95% are commercials. One commercial generates approximately \$25k in local spending. 15-85 people come to the area and stay 1 to 3 nights. TV series spend 5 times that amount. Permits are up significantly from 2013. \$2.4M estimated in local spending by productions.
- CA tax credit program is expanding from \$100m to \$330m, hoping to see how much of that stays in Mono County and how this affects us a rural area.
- New website [www.filmmonocounty.com](http://www.filmmonocounty.com)
- Investing in print advertising; Bodie is on the front cover of Location 2015 for location professionals. At Film Commission trade show, she did beer pouring from June Lake Brewing to promote the area. At the Mammoth Lakes film festival, there were over 1000 tickets sold. Over 100 directors, writers, and producers attended. TFC organized a tour of Bodie for the filmmakers. Lots of exposure came out of the film festival.
- What's ahead: sales calls to major studios, increase marketing outreach, more social media. Possibility of forming a film coalition with regional Chambers, Mammoth Mountain, and US Forest Service. Look for ways to assist with permitting.

**E. Temporary Closure of the Southernmost (last) Quarter Mile of Convict Lake Road.**

Departments: Public Works

**Note**

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(Paul Roten) - Construction of retaining walls and pavement requires the temporary closure of the southernmost (last) quarter mile of Convict Lake Road.

**Action:** Adopt Resolution No. R15- 49, A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of a Portion of Convict Lake Road.  
**Johnston moved; Corless seconded.**

**Vote: 5-0**

**R15-49**

**Garrett Higerd:**

- Closing an area near Convict Lake. Main reason for closure is 3 railroad tie retaining walls that need to be replaced. Lots of comments on granite walls on Rock Creek Rd, want to replace the existing walls with something similar. Need to provide a way for pedestrians through the construction area but it's a little complicated. The contractor is working with us to keep it open as long as possible. We are doing our best to coordinate with the resort, wedding site back there, no weekend work.
- Later, the closure would include weekends but no construction. Plan for trail is on the uphill side of the road, away from retaining walls. Last ¼ mile not as scenic as usual, but will be a safe route for pedestrians.
- Public will be notified to park at trailhead, further to NW. One of the thoughts was to encourage the contractor to use that parking area but it's forest and the contractor was going to be required to repave the lot in order to use it as a staging area. Lots of parking still available for public.
- Plan is to be out by October 1. Trying to get work on walls done first. Once that is complete, they can back fill and accommodate wider widths on the road. Won't be one lane the whole time.

**Supervisor Corless:**

- Is there adequate messaging around parking?

**Supervisor Fesko:**

- We have a limited season for construction. He appreciates trying to balance public access with need to construct.

F. Submittal of Final Invoice to the Sustainable Planning Grant Program for the General Plan Update

Departments: Community Development

(Wendy Sugimura) - Presentation by Wendy Sugimura regarding submittal of Final Invoice to the Sustainable Planning Grant Program for the General Plan Update.

**Action:** Confirm the submittal of the final invoice to the Sustainable Communities Planning Grant and Incentives Program, which has been funding the General Plan Update.

**Johnston moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M15-159**

**Wendy Sugimura:**

- This is administrative only and has nothing to do with actual policies. For the 2.5 years we've been using the grant, each invoice has been held back by 15%. Looking to collect the final finding from the past fiscal year.
- The application and the awards are through the Strategic Growth Council at the state level, the department that administers the grant itself is Department of Conservation.

**Supervisor Stump:**

- Which state department awards this grant?
- He is very impressed this grant was found.

**Note**

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**Scott Burns:**

- Wendy did all the work on this, and has obtained several other grants. Wendy is our primary policy person, and acts as a consultant to others. She had done an outstanding job.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

*No one spoke.*

11. CLOSED SESSION

*There was nothing to report out of 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, and Lynda Salcido. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Public Employment

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

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

D. Closed Session - Conference With Legal Counsel

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

E. Closed Session - Conference With Legal Counsel

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

REGULAR AFTERNOON SESSION COMMENCES AT 1:30 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

**Note**

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*No one spoke.*

13. REGULAR AGENDA - AFTERNOON

A. Resolution Determining that Jonathan Madrid is Eligible for Industrial Disability Retirement

Departments: Risk Management, County Counsel

(Sarah Messerlian) - Proposed Resolution Determining that Jonathan Madrid is Eligible for Industrial Disability Retirement.

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

**Stump moved; Johnston seconded**

**Vote: 5-0**

**R15-50**

B. Mono County Voice and Electronic Media Retention Policy

Departments: Information Technology, County Counsel

(Nate Greenberg ) - Proposed resolution establishing a records retention policy for electronic media and voice mail records maintained by the Mono County IT Department.

**Action:** Adopt the Mono County Voice and Electronic Media Retention Policy.

**Alpers moved; Corless seconded**

**Vote: 5-0**

**R15-51**

**Nate Greenberg:**

- This is the first of a few new policy updates. This is targeted at refining how we handle storage of electronic data, mostly email and voice mail. We've realized it's cheap to store but still comes with a price. Governments have a retention period, normally about 2 years. Beyond that, the email should be of value, not just communication between staff. Best practice would be to enter the information in the email into the project as part of the project but the email itself can be deleted. Email messages after 2 years will be purged.

**Supervisor Fesko:**

- Appreciates setting limits, otherwise data becomes overwhelming on things that aren't even useful.

C. Information Technology Strategic Plan

Departments: Information Technology

(Nate Greenberg) - The Information Technology department has been engaged in an internally focused Strategic Planning effort since September, 2013. Today, a final draft of the IT Strategic Plan will be presented giving the Board an opportunity to provide feedback or comments before its final adoption by Town Council and the Board of Supervisors.

**Nate Greenberg:**

- This is a final draft of IT's strategic plan. One thing asked of him when he was hired was to develop a strategic plan. This is an internal draft to carry through 3-5 years, to help to streamline the way we use technology.
- Basis for strategic plan was that he was asked to do more with less. Need to prioritize between what is mandated on their time versus wants.

**Note**

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- Key initiatives:
  - Developed departmental vision and values.
  - Business operations and efficiency. Covers investing energy in GIS to system conversions.
  - Communication, broadband, overall accessibility. Things that streamline and improve access
  - Infrastructure resiliency and security. Making sure we are securing data and providing systems for staff to operate on.
  - Value of planning: focused going forward on how better to use technology, are we effective within the organization or not, are we budgeting effectively to meet key initiative and goals
- We plan on doing some more planning.
- Need to continually update policies to describe how we use technology today rather than 10 years ago. Will come back later for final adoption.
- All goals written by IT staff. Includes future goals and current projects Have been working with Economic Development.
- Security is very complex and difficult, and is always changing. Actively looking at encryption around data; we are a small target but still a target.

**Supervisor Fesko:**

- IT is an out of the scenes department; we assume it should all work but we don't think about how it works. Need to look at IT in a different light. Reality is, if something in IT breaks, the County breaks. Any way he can help support, he will.

**Supervisor Corless:**

- She feels this integrates well with our County strategic planning efforts and is a good example for other County depts. Shows how you can align your every day work with a strategic plan and set goals.

**Supervisor Alpers:**

- He appreciates the human element within the plan.

**Supervisor Stump:**

- Very aggressive targets, but encourages the department to cut some slack if other things come up. We heard ED this morning say that the County has \$2.6 in economic opportunities based on D395. Could you pass off that objective to them and serve as a consultant? We also have a first responder fund for radio communications so IT does not have to pay for it. Please work to identify those departments that can fund their own projects.

**Supervisor Johnston:**

- IT keeps us on the cutting edge. Congratulations. Has a questions about social security numbers, home phone numbers of employees, feels this should be on paper, not in digital format. No matter how security works, it's always hackable. To protect the privacy of employees, thinks we should look at that, how to avoid being hacked.

ADJOURN

ATTEST

---

TIMOTHY E. FESKO  
CHAIRMAN

---

HELEN NUNN  
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** August 11, 2015

**Departments:** Clerk of the Board

**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 July 21, 2015.

**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

[07-21-15 Draft Mins](#)

**History**

Time	Who	Approval
8/5/2015 8:45 AM	County Administrative Office	Yes
8/3/2015 4:16 PM	County Counsel	Yes







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

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

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

**Regular Meeting  
July 21, 2015**

Flash Drive	#1004
Minute Orders	M15-160 to M15-164
Resolutions	R15-52 to R15-55
Ordinance	ORD15-06

9:00 AM Meeting called to Order by Chairman Fesko.

*Supervisors present: Alpers, Corless, Fesko, Johnston and Stump.  
Supervisors absent: None.*

*Break: 10:19 a.m.  
Reconvene: 10:25 a.m.  
Closed Session/Lunch: 11:50 a.m.  
Adjourn: 12:25 p.m.*

Pledge of Allegiance led by Supervisor Stump.

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

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

**John Urdi (Mammoth Lakes Tourism):**

- Wanted to address annual discussion on air subsidy.
- Mentioned letters/requests recently mailed about support for air service.
- Spoke about recent air survey regarding air service in Mammoth.
- Major focus has been on spring, summer and fall. Major TOT increase during these seasons.
- He will leave a copy letters sent to county in June and a copy of recent survey.

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**Allen Berrey:**

- Addressed violations of the Brown Act he previously brought up to the Board.
- Read portions of the Brown Act to the Board explaining that he believes it's not being followed.
- Mentioned minutes going back to 2012. There were 391 Closed Sessions between August 2012 and July 2015 but the Board only reported out 8 times. Of those, five had to do with public employee appointments.
- Went over details of items announced out of Closed Session.
- Mentioned that Inyo County handles reporting out of Closed Session very differently; they do more in one day than our county does in three years. He thinks that is a criminal conspiracy violating the Brown Act.
- Brought up the retirement of Jim Leddy; the reasons that he up and left should be made public.
- He cares because this is the law.

**Robert Yoki (Gallery at Twin Lakes owner):**

Here asking for County support; he has greatly appreciated contributions in the past. Here to reiterate how important continued support is.

- Gave a brief description of the types of things they do, which promotes Cultural Tourism.
- They are keeping track of history.

**Heidi Vetter (June Lake Historical Society):**

- There's a lot of excitement and creativity going on; all volunteerism. Appreciates any support.

**Rich Batcha:**

- Spoke about recreation.

**Steven Kalish:**

- Following up on what Allen Berrey had to say. Recently he had an opportunity to ask for a copy of audio of LAFCO meeting which was no longer available. He wanted to request that this board use an audio recorder.
- Verizon – something he's been dealing with for many years.
- Digital 395 – would be nice if they could put out pricing information.

2. APPROVAL OF MINUTES

A. Board Minutes

**Action:** Approve minutes of the Regular Meeting held on July 7, 2015, as corrected.

**Johnston moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M15-160**

**Supervisor Johnston:**

- On p. 7 of draft minutes, under his bulled point, should read, "on page 8, the wording of the former CAO should be corrected to say the existing CAO."

**Supervisor Stump:**

- On p. 9 of draft minutes, under "Contractor" heading, should say, "Contractor Construction Specialty".

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

**Note**

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**Supervisor Alpers:**

- 7/16 - Attended the Mono County Budget/Strategic Planning Workshop held at the June Lake Community Center. In attendance: County Staff and only one (1) member of the public: Jil Stark, Chairperson of the June Lake Trails Committee and June Lake CAC member. Jil asked a variety of questions regarding the budget, fund balances, etc. Although the attendance was low, the discussion was lively and productive. Commended Staff on participation, felt it was very productive. He feels that there has been transparency in the process.
- 7/17 - attended the ESTA meeting held in Suite Z in Mammoth Town Council Chambers. The meeting was highlighted by the discussion regarding Mono County's representation on the ESTA Board. Marshall Rudolph and Scott Burns attended and followed up the Board's letter regarding amending the ESTA JPA to accommodate an appointment other than a member of the Mono County Board of Supervisors. After a lengthy discussion, The ESTA Board voted unanimously to direct Jon Helm (ESTA Executive Director) to bring a JPA amendment back to the ESTA Board for approval to allow for an appointment other than a member any particular BOS or City/Town Council.
- Announced that the new gym floor at the high school has been installed. In next 7-10 days, striping will occur. There will be a grand opening of gym on August 21<sup>st</sup>.
- 7/18 - Attended the Stump wedding held at Convict Lake and the Convict Lake Resort. Great turnout, great function, and great to see such a group of young, enthusiastic up and coming professionals associated with the wedding party.
- Asked to adjourn meeting in memory of Emile Rummel who recently passed away.

**Supervisor Corless:**

- Congrats to Sheriff Braun for a first place finish at the National Mountain Bike Championships in Mammoth last week! The event brought lots of racers and friends/family to town.
- Town Council 7/15, vote for the 5 year parcel fee agreement. And directing staff to work on a flow agreement. Many thanks to council for their clear demonstration of partnership and willingness to problem solve together, and to Tony Dublino for finding a good way forward. Now it's up to us to support our staff's work, make good on some of the concessions such as not raising tipping fees and directing parcel fee revenue to town to meet its mandates.
- Mono County is hosting the YARTS board meeting in Mammoth next week, she had the opportunity to take YARTS back from Oakhurst this weekend (walked over via the historic Mammoth Trail). A mixed experience...lack of communication between park service transportation and YARTS seemed to have caused a glitch that resulted in missing a bus home from Tuolumne.
- Attending a dinner in Bishop tomorrow evening with SCE President, and looking forward to the Wheeler Crest fire fundraiser in Swall this weekend. Also looking forward to budget/strategic planning town hall meeting tonight, which will be recording and streamed on Granicus.
- The Eastern Sierra lost a great champion last week in James Wilson of Bishop, former owner of Wilson's Eastside Sports and at one time a sporting goods store in Mammoth.

**Supervisor Fesko:**

- June 16<sup>th</sup> - EMS Ad-Hoc Committee
  - The committee continued to receive more information on our current program. This meeting was the first chance for committee members to get their ideas onto the table. The process was facilitated by Bill Van Lente and Sue Robbins. A huge THANKS to both of these community members who have volunteered their time.
  - The committee's next meeting will be on August 6<sup>th</sup> and the meetings will be held back at the Lee Vining Community Center. The public is encouraged to attend these meetings.
  - At our next meeting, the committee will continue to flush out and consolidate ideas. As one member stated, "We now get into the meat and potatoes of the process!"
- June 16<sup>th</sup> - Bridgeport RPAC
  - More discussion on possible banner archway across the road in mid-town. These community members are looking at all possible ways to increase economic development.
- June 17<sup>th</sup> - took a field trip up to Mill Canyon road at Lost Cannon Creek. The entire hillside

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continues to slide downward taking the road with it. Public Works has repaired the roadway, only to have the road slip further. More to come on this matter in the near future.

**Supervisor Johnston:**

- Supervisor Corless and he attended Town Council meeting last week; town decided to go ahead with a parcel fee for five years. Kudos to Tony Dublino for putting it together. Also recognized Councilman Wentworth; Solid Waste Parcel fee.

**Supervisor Stump:**

- Followed issues via email. Otherwise tied up with his son's wedding.

## 5. COUNTY ADMINISTRATIVE OFFICE

**Lynda Salcido (Interim CAO):**

- Wed. 7/15, continued budget meetings with Leslie Chapman.
- Thurs., 7/16 – attended board meeting of Southern Mono Hospital District.
- Same afternoon, attended EMS Ad Hoc Committee meeting; are now looking at ideas/goals. Looking at a fiscally sustainable program.
- Community budget meeting that evening; it was an opportunity to impart some information.
- Tonight is the Mammoth Lakes Community Budget meeting, this will finish out these meetings.

## 6. DEPARTMENT/COMMISSION REPORTS

**Sheriff Braun:**

- Radio Rodeo last week at Inyo Fairgrounds; learned capabilities that we have and what we could have. Very successful event. Working with OES to do countywide training including a table top exercise.
- Attended the Mountain Bike racing on Friday and Saturday in uniform. Great event; brought a lot of people into the Town. This will come back again next year. The command post was there.

**Undersheriff Moriarty:**

- Identified a lot of technical issues about the command post at the Radio Rodeo; working on bringing it up to operational use. How to manuals being put together for use and maintenance.
- As a result of working with technicians that were there, they realized a lot of capabilities of the command post that wasn't being utilized.
- Met yesterday with CalFire Rep – getting fire channels programmed into the command post.
- Radio Rodeo hosted by Inyo Sheriff.
- Community will end up with much more robust response and capability; the command post can be used as a back-up dispatch center.

**Jeff Walters:**

- Mill Canyon Road issue (photos sent to board members previously). Public Works has placed a soft road closure (cones and a road closed sign) but people are not abiding by the closure. As a result Public Works desires to place a hard closure (with K rails) to prevent access. There is an on-site meeting with BLM, a Humboldt-Toiyabe National Forest regional engineer and Mono County Public Works scheduled for this Thursday.
- Supervisor Fesko: He's supportive of K Rails. Feels it needs to be closed for safety.
- Supervisor Stump: Is there any other access?
- Once closure is in place, he's unaware of any other access road.

**Tony Dublino:**

- Town council last Wednesday – Solid Waste Parcel Fee – views this as a 180 degree turn from what he was facing on this issue three years ago.
- He's really pleased that this went the way that it did.
- Supervisor Fesko: thanked him; appreciates his efforts over the last three years.

**Note**

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## 7. CONSENT AGENDA

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

### A. Modification to the County's Allocation List to Create a DA Investigator II Position.

Departments: District Attorney

Proposed resolution authorizing the CAO to amend the County of Mono list of allocated positions to reflect the addition of an Investigator II in the District Attorney's Office and authorize the CAO to fill said allocated position.

**Action:** (1) Adopt proposed resolution #R15-52, authorizing the CAO to amend the County of Mono list of allocated positions to reflect the addition of an Investigator II in the District Attorney's Office and authorize the CAO to fill said allocated position. (2) Authorize CAO to amend the at-will agreement with Investigator Callinan to reflect a change in title to DA Investigator II.

**Alpers moved; Stump seconded**

**Vote: 5 yes; 0 no**

**R15-52**

**Supervisor Fesko:**

- Discussion regarding the hiring freeze. Explained that both these positions are funded from sources outside the county.

### B. Hiring of an Investigator I Position

Departments: District Attorney

The District Attorney's Office currently has an entry level DA Investigator I position that will be vacant upon Board action on the companion allocation list agenda item. The officer who is currently the Investigator I is expected to be reclassified to an Investigator II in title only. The Office of the District Attorney requests the Board to permit hiring of an Investigator I to fill the anticipated vacancy.

**Action:** Approve requested recruitment and hiring.

**Alpers moved; Stump seconded**

**Vote: 5 yes; 0 no**

**M15-161**

### C. Authorizing Resolution for County Participation in Oil Payment Program

Departments: Solid Waste Division of Public Works

Proposed Resolution, "A Resolution of the Mono County Board of Supervisors Authorizing the Director of Public Works to Submit and Execute on Behalf of Mono County an Application to the Department of Resources Recycle and Recovery (CalRecycle) for the Used Oil Payment Program for the next five years, Fiscal Years 2015-16 through 2020-21 (6th through 11th Cycles)."

**Action:** Adopt proposed resolution #R15-53, authorizing the Director of Public Works to Submit and Execute on Behalf of Mono County an Application to the Department of Resources Recycle and Recovery (CalRecycle) for the Used Oil

#### **Note**

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Payment Program for the next five years, Fiscal Years 2015-16 through 2020-21 (6th through 11th Cycles).

**Alpers moved; Stump seconded**

**Vote: 5 yes; 0 no**

**R15-53**

D. CSAC Board Resolution to Combat Child Sex Trafficking

Departments: Clerk of the Board

The CSAC Board of Directors recently adopted the attached resolution to affirm efforts by counties to combat the Commercial Sexual Exploitation of Children (CSEC) and, in the interest of shining a spotlight on the local effects of this issue, is also asking each county to adopt the attached sample resolution. The attached memo includes a comprehensive explanation on this incredibly troubling and growing issue. It also includes a discussion of CSAC and county efforts at the local, state and national levels to work with law enforcement to identify and care for minor victims of sex trafficking and prosecute the perpetrators regardless of location. CSAC will also present a CSEC workshop during the CSAC Annual Meeting, December 1-3 in Monterey County.

**Action:** Adopt proposed resolution #R15-54, preventing Commercial Sexual Exploitation of children in our county and to work collaboratively with all county partners to identify, protect, and serve these vulnerable children and youth.

**Alpers moved; Stump seconded**

**Vote: 5 yes; 0 no**

**R15-54**

E. Funding Agreements for Groundwater Monitoring

Departments: Community Development

Proposed contracts with USGS and Ormat pertaining to hydrologic monitoring.

**Action:** Approve County entry into and authorize Community Development Director signature on Joint Funding Agreements with U.S. Geological Survey for Water Resources Investigations (Agreements # 15WSCA600095610 and # 15WSCA600095620) and corresponding "Agreement between the County of Mono and Ormat Nevada, Inc. Providing for Continued Payment by Ormat of Costs of Monitoring Plan Recommended by the Long Valley Hydrologic Advisory Committee for 2015.

**Stump moved; Corless seconded**

**Voted: 5 yes; 0 no**

**M15-162**

**Pulled by Supervisor Corless:**

- Important issue in the Town of Mammoth Lakes.
- Hopes we can do a better job of communicating what county's role is.
- Feels there is still some contention from the Town.
- Requests the Board address this and that they be as transparent as possible about this issue.
- Asked that HAC meetings not be scheduled to conflict with regular Board meetings.

**Note**

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

**Supervisor Stump:**

- There has been a perception that the Long Valley HAC is a secret group. Agrees with need for transparency.

F. Ratification of DPOU MOU

Departments: Human Resources

Proposed resolution R15-55, adopting and approving a memorandum of understanding between the County of Mono and the Mono County Deputy Probation Officers Unit.

**Action:** Adopt proposed resolution #R15-55, adopting and approving a memorandum of understanding between the County of Mono and the Mono County Deputy Probation Officers Unit.

**Alpers moved; Stump seconded**

**Vote: 5 yes; 0 no**

**R15-55**

G. Ordinance & Bylaw Changes to Mono County Tourism & Film Commission

Departments: Economic Development

Proposed ordinance amending Chapter 2.85 of the Mono County Code pertaining to the Mono County Tourism/Film Commission.

**Action:** Adopt proposed ordinance amending Chapter 2.85 of the Mono County Code pertaining to the Mono County Tourism/Film Commission.

**Alpers moved; Stump seconded**

**Vote: 5 yes; 0 no**

**ORD15-06**

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Board of Forestry and Fire Protection

Departments: Clerk of the Board

Correspondence dated July 7, 2015 to the Board of Supervisors regarding the Board of Forestry and Fire Protection Regulatory Update and 4290 Certification.

**Supervisor Stump:**

- What's missing here is what regulations were and what we're moving to; he feels we need a listing.

B. Inyo Mono Resource Conservation District

Departments: Clerk of the Board

Correspondence dated June 25, 2015 from the Inyo Mono Resource Conversation District to Howard Archilarius.

**Note**

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



**Supervisor Corless:**

- Need to correct spelling of Howard's last name: should be Arcularius.

9. REGULAR AGENDA - MORNING

A. Annual Projects Workshop and Consideration of Proposed Projects

Departments: Public Works

(Joe Blanchard) - Presentation by Joe Blanchard regarding the Project Approval Policy and conduct of the Annual Projects Workshop (including Board determination of those projects to be added to the County Comprehensive Facilities Plan Project List).

**Action:** Direct staff to add all the requested projects to the County Comprehensive Facilities Plan Project List.

**Stump moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M15-163**

**Joe Blanchard:**

- Annual discussion of project approval list.
- Went over steps now to be taken to get items onto the approved project list (Project Request Forms).

Completed Projects Included:

- Annex II emergency generator for servers and phone system.
- Antelope Valley/Walker Community Center Addition.
- Crowley Ballfield Concession.
- Memorial Hall 1<sup>st</sup> Floor ADA restrooms.
- Annex II ADA ramp.
- Mountain Gate fishing access.
- Chalfant Park reseed.

Requested projects:

- Skate Park at Crowley Lake Community Center.
- Complete remodel of Davison House in Mammoth; to be done in phases.
- Emergency generator install at Minaret Mall to power IT infrastructure (purchased by IT previously).
- Secure entry to Bridgeport Probation.
- Medic 7 Arsenic filtration system.
- Emergency Generator at Walker Senior Center.
- Social Services – create confidential office space.
- Asked the board to weigh in on projects.

**Supervisor Stump:**

- Asked about Bridgeport Office of Ed project (Joe: almost completed). Is there a portion of this that needs to be rolled over to 'be completed'? Utility savings are worth noting. Needs to be kept track of.
- Would be helpful to identify projects that have outside funding sources – need to note those funding sources. Feels it would help explain to public.
- Discussion of how certain communities have the benefits of certain CSA's which free up general fund monies to be used in other areas. It would be nice if public could somehow understand this. Not sure how to get across.
- Doesn't remember what status is of subdivider at Cougar Run.
- Asked about staffing needs/contracting out for bids for these projects?

**Note**

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

**Supervisor Alpers:**

- Both road shops in Lee Vining and Benton, similar road shops, he had requested upgrading and fencing, painting, maintenance, etc.
- Joe didn't have Benton on list, he did have Lee Vining. This would fall into a maintenance project category.

**Supervisor Johnston:**

- Asked Joe how he feels this new process is working?
- Joe: feels it will be more challenging once these procedures take hold.
- How do you differentiate between a Public Works project and a Facilities project? Is the Facilities staff doing all Public Works maintenance?
- There are different funding sources for different parts of department.
- Citizens of CSA's are asked to tax themselves.

**Supervisor Fesko:**

- Discussion about funding sources within Public Works Department.
- He agrees that the funding source should be referenced on this list.
- Should be publicly noticed to talk about dollars associated with skate park.
- There is board consensus to reagendaize item for further discussion regarding potential fee waivers.

**Supervisor Corless:**

- Thanked Joe for thorough staff report and flow charts.
- Feels this process will be beneficial in the long run.
- Is Maintenance factored in with CSA projects?
- Project list is great tool, could be beefed up a bit for public information.
- She supports project list. Feels it would be good for CAO to have some office space.

**Leslie Chapman:**

- Some of the CSA's are grandfathered in tax wise, they got lucky. Pre Prop 13.

**Steven Kalish:**

- Discussion about road maintenance in benefit assessment zone (Supervisor Stump will look into this).

**Garrett Higerd:**

- Cougar Run is in a zone of benefit; adjacent to it is a past partner of the subdivider – that person is coming forward with revised tract map. Because of that situation, Cougar Run has been a bit of an outlier due to continuing need to have new tract added to zone of benefit and be carrying their fair share of cost for Cougar Run.
- Asked that the Board be realistic about expectations on getting these projects done due to Vianey White being out on maternity leave. They are down people in their department.

**Supervisor Alpers:**

- Pleased with project list and plans going forward.
- He's glad we've got time to get them done.

**Stacey Simon:**

- This list is up for approval for staff to move forward but all items will come back to board as they move forward.
- There may be certain items for further discussion at a future board meeting; there are timing issues with some projects.
- She feels that fee waivers should be separately agendaized.

**Scott Burns:**

- Skate Park – was going to be done in-house; would like permission to not charge CSA for Environmental studies.
- CSA has asked them to waive Environmental fees.

**B. Transfer of Federal Aviation Administration (FAA) Grant Funds from Lee Vining Airport to Mammoth Yosemite Airport**

Departments: Public Works

**Note**

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

(Garrett Higerd) - Waiver of \$150,000 in airport entitlement funds which would otherwise expire in September of 2015, thereby making such funds available for use by the Town of Mammoth Lakes for planned improvements at the Mammoth-Yosemite Airport. There are no ready projects eligible for use of these funds at Mono County airports.

**Action:** Approve Agreement for Transfer of Entitlements and authorize the Assistant Public Works Director to execute said agreement on behalf of the County.

**Johnston moved; Fesko seconded**

**Vote: 4 yes; 1 no: Stump**

**M15-164**

**Garrett Higerd:**

- Gave explanation of item made necessary due to work done by FAA a few years ago.
- At Lee Vining, we have \$150,000 expiring at the end of this fiscal year; he's coordinated with colleagues at Town as to whether or not they can use this money at the Mammoth airport for an apron project for general tie down area.
- He's still trying to work this out; maybe this time next year.

**Supervisor Fesko:**

- The Town would have to use by September deadline.

**Supervisor Alpers:**

- Regarding Lee Vining Airport, there have been RPAC discussions. The community is satisfied with state of airport at this time. Only interested in maintaining it. There has been some discussion about reveg but the rain has helped.
- He doesn't see any any issues from Lee Vining community.

**Supervisor Stump:**

- Asked for Garrett to explain again what Town is using money for? General Aviation area?
- Wants to keep money in county but wants to respect liability concerns; he will not be supporting this.

**Steven Kalish:**

- Mammoth project doesn't really have anything to do with safety. He feels there are safety issues at the Mammoth Airport not being addressed.
- He doesn't feel that the project that Mammoth wants to use this money for is a good project.
- He feels money should go to an airport that can really use it.

**Supervisor Johnston:**

- No control over town's interaction with FAA.
- He'd like to think the \$150,000 we give to them would be in the "safe area".

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

**Gerald McKinzey (Chalfant Valley resident):**

- Here to discuss park projects and needs.
- They've run into obstacles with funds and exhausted most of them.
- They have photos of projects they were hoping to complete (basketball court, baseball field, and trees); some are only half done.
- Would like to see this funding request put onto a future agenda.
- Feels maintenance and projects were started but everything has kind of been halted.
- They are out there doing maintenance themselves.
- Safety is key for use.

**Jack McKinzey:**

- Showed board pictures of unfinished projects.
- They go to field every day; they never see anyone working on it except his dad.

**Note**

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

**Billy McKinzey:**

- He plays ball all the time; he loves it.
- He just wants his field fixed.
- He agrees with his Dad's comments about what needs to be fixed.

**Supervisor Johnston:**

- He used to be Little League coach; he understands safety concerns.

**Supervisor Fesko:**

- This is not agendized for discussion today.

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

B. Closed Session - Public Employment

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

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

12. REGULAR AGENDA AFTERNOON- NONE

ADJOURN at 12:25 p.m. in memory of Emile Rummel.

ATTEST

\_\_\_\_\_  
TIMOTHY E. FESKO  
CHAIRMAN

\_\_\_\_\_  
SHANNON KENDALL  
ASSISTANT 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** August 11, 2015

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Temporary Road Closure of Convict Lake Road for Pedestrian Bridge Work

**PERSONS APPEARING BEFORE THE BOARD**

**AGENDA DESCRIPTION:**

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

Replacement of a pedestrian bridge at the Convict Lake outfall requires the temporary closure of Convict Lake Road.

**RECOMMENDED ACTION:**

1. Receive staff report regarding construction on Convict Lake Road.
2. Consider and potentially adopt Resolution No. R15-\_\_\_\_\_, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Convict Lake Road for Pedestrian Bridge Work."
3. Provide any desired direction to staff.

**FISCAL IMPACT:**

None. The Convict Lake Road Reconstruction Project is fully funded by federal and state grants. 88.53% sourced from the Federal Lands Access Program with 11.47% sourced from a State Transportation Improvement Program Grant.

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760.924.1802 / ghigerd@mono.ca.gov

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[Staff Report and Exhibit](#)

## History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/27/2015 6:33 PM	County Administrative Office	Yes
8/4/2015 9:06 AM	County Counsel	Yes
7/28/2015 6:17 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** August 11, 2015  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, Assistant Public Works Director  
**Subject:** Temporary Road Closure of Convict Lake Road for Pedestrian Bridge Work

**Recommended Action:**

1. Receive staff report regarding construction on Convict Lake Road.
2. Consider and potentially adopt Resolution No. R15-\_\_\_\_\_, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Convict Lake Road for Pedestrian Bridge Work."
3. Provide any desired direction to staff.

**Fiscal Impact:**

None. The Convict Lake Road Reconstruction Project is fully funded by federal and state grants. 88.53% sourced from the Federal Lands Access Program with 11.47% sourced from a State Transportation Improvement Program Grant.

**Discussion:**

LB Civil Construction, Inc, the Federal Highways Administration's (FHWA's) general contractor, has provided a preliminary schedule of construction for Convict Lake Road. The contractor intends to place a pre-cast concrete pedestrian bridge at the Convict Lake outfall starting Tuesday, September 1, 2015. The contractor has requested temporary road closures on Convict Lake Road from Tuesday, September 1<sup>st</sup> through Thursday, September 3<sup>rd</sup>. The requested closures would last from 6:00 AM to 10:00 AM (4 hour delay) to allow for heavy construction.

A draft resolution has been prepared should the Board choose to approve the requested road closures. The resolution satisfies requirements specified in Section 942.5 of the Streets and Highways Code for such an action.

If you have any questions regarding this item, please contact me at 760.924.1802. I may also be contacted by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov).

Respectfully submitted,

Garrett Higerd, P.E.  
Assistant Public Works Director

Attachment: Draft Resolution Authorizing Road Closure



**RESOLUTION NO. R15-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING  
THE TEMPORARY CLOSURE OF CONVICT LAKE ROAD  
FOR PEDESTRIAN BRIDGE WORK**

**WHEREAS**, LB Civil Construction, Inc. (“Contractor”) has been retained by the Federal Highways Administration to perform the Convict Lake Road Rehabilitation Project within Mono County; and

**WHEREAS**, Contractor has requested the temporary closure of a portion of Convict Lake Road in order to enable it to replace a pedestrian bridge at the outfall of Convict Lake; and

**WHEREAS**, in conformance with Section 942.5 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads when necessary during construction, improvement or maintenance operations thereon;

**NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS FINDS AND RESOLVES AS FOLLOWS:**

1. The temporary closure of a Portion of Convict Lake Road is necessary in order to accommodate road construction activities occurring as part of the Convict Lake Road Project; specifically the replacement of a pedestrian bridge; and
2. The Contractor has requested temporary road closures of Convict Lake Road at the Convict Lake outfall; and
3. To accommodate the above activities, Convict Lake Road shall be closed the following days and times:
  - a. September 1, 2015 – 6:00 AM to 10:00 AM (4 hour delay)
  - b. September 2, 2015 – 6:00 AM to 10:00 AM (4 hour delay)
  - c. September 3, 2015 – 6:00 AM to 10:00 AM (4 hour delay)

4. **APPROVED AND ADOPTED** this 11th day of August, 2015, by the following vote of the Board of Supervisors, County of Mono:



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**AYES** :  
**NOES** :  
**ABSENT** :  
**ABSTAIN** :

---

Timothy E. Fesko, Chairman  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

---

Bob Musil  
Clerk of the Board

---

Marshall Rudolph  
County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Deed Restriction, Covenant, and Agreement to Satisfy Conditions of the Sharp Encroachment Permit

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

William Sharp has requested that County approve storm drainage facilities for a driveway encroachment as built, rather than require that they be removed and rebuilt in accordance with the approved Encroachment Permit. Public Works is willing to approve the storm drainage facilities as built, only if the property is enforceably restricted by a Deed Restriction, Covenant, and Agreement that limits the County's liability.

**RECOMMENDED ACTION:**

Approve, and authorize the Assistant Public Works Director to sign and record Deed Restriction, Covenant, and Agreement enforceably restricting APN 026-420-002-000 to ensure that storm water drainage from Sierra Vista Circle is appropriately discharged.

**FISCAL IMPACT:**

This project is funded by encroachment permit fees.

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760.924.1802 / ghigerd@mono.ca.gov

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/29/2015 4:49 PM	County Administrative Office	Yes
8/4/2015 9:05 AM	County Counsel	Yes
7/28/2015 6:27 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
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**Date:** August 11, 2015  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, Assistant Public Works Director  
**Re:** Deed Restriction, Covenant, and Agreement to Satisfy Conditions of the Sharp Encroachment Permit

**Recommended Action:**

Approve, and authorize the Assistant Public Works Director to sign and record Deed Restriction, Covenant, and Agreement enforceably restricting APN 026-420-002-000 to ensure that storm water drainage from Sierra Vista Circle is appropriately discharged.

**Fiscal Impact:**

This project is funded by encroachment permit fees.

**Background:**

William E. Sharp and Joyce C. Sharp obtained an Encroachment Permit to the Sierra Vista Circle right-of-way from Mono County, as required by Mono County Code Chapter 13.04, for driveway and drainage construction associated with the erection of a single family residence at 35 Sierra Vista Circle in Paradise. The Encroachment Permit included and authorized construction of storm water drainage facilities that would convey storm water runoff from Sierra Vista Circle to an existing drainage easement located on the east side of their property. Instead of constructing such facilities in accordance with the approved Encroachment Permit, the owner constructed storm water drainage facilities to convey storm water and runoff from Sierra Vista Circle onto and across the property.

William Sharp has requested that County approve the storm drainage facilities as built, rather than require that they be removed and rebuilt in accordance with the approved Encroachment Permit. Public Works is willing to approve the storm drainage facilities as built, only if the property is enforceably restricted by the Deed Restriction, Covenant, and Agreement attached as Exhibit 1. This deed restriction limits the County's liability.

Please contact me at 760.924.1802 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,

Garrett Higerd, PE  
Assistant Public Works Director

Attachments: Exhibit 1 – Deed Restriction, Covenant, and Agreement

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
Mono County Public Works Department  
P.O. Box  
Bridgeport, CA 93517

APN # 026-420-002-000

---

DEED RESTRICTION, COVENANT, AND AGREEMENT

---

THIS DEED RESTRICTION, COVENANT, AND AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and among William E. Sharp and Joyce C. Sharp, on behalf and as trustees of the Sharp Family 2008 Trust, dated 12/03/2008, having an address at 3451 Oarfish Lane, Oxnard, CA 93035 (Property Owner), and the County of Mono, a political subdivision of the State of California (County).

WITNESSETH

WHEREAS, Property Owner is the sole owner in fee simple of certain real property consisting of and located at 35 Sierra Vista Circle, Paradise, Mono County, California, APN 026-420-002-000 (the Property) and more particularly described in Exhibit A, attached hereto and incorporated by this reference; and

WHEREAS, Sierra Vista Circle is a County-maintained road, and a part of the County road system, adjacent to the Property, and is more particularly described in Exhibit A, attached hereto and incorporated by this reference; and

WHEREAS, Property Owner obtained an Encroachment Permit to the Sierra Vista Circle right-of-way from Mono County, as required by Mono County Code Chapter 13.04, for driveway and

drainage construction associated with the erection of a single family residence on the Property; and

WHEREAS, the Encroachment Permit included and authorized construction of storm water drainage facilities that would convey storm water runoff from Sierra Vista Circle to an existing drainage easement located on the east side of the Property; and

WHEREAS, instead of constructing such facilities in accordance with the approved Encroachment Permit, the Property Owner constructed storm water drainage facilities to convey storm water and runoff from Sierra Vista Circle onto and across the Property; and

WHEREAS, Property Owner has requested that County approve the storm drainage facilities as built, rather than require that they be removed and rebuilt in accordance with the approved Encroachment Permit; and

WHEREAS, County is willing to approve the storm drainage facilities as built, only if the Property is enforceably restricted as described herein;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Property Owner hereby grants and conveys to County a deed restriction and covenant over the Property, of the nature and character and to the extent hereinafter set forth (Restriction). For all purposes set forth below, the term "Property Owner" shall also include any person having or subsequently acquiring an ownership interest in the Property, regardless of how such ownership interest is acquired.

1) Purpose. It is the purpose of this Restriction to assure that storm water drainage from Sierra Vista Circle is appropriately discharged onto the Property from the County right-of way and that Property Owner is responsible for the maintenance of, and any damage or liabilities associated with, the discharge of storm water from Sierra Vista Circle onto the Property. It is further intended that the Restriction made herein be considered a covenant and an enforceable equitable servitude

upon the Property, which shall be binding on all parties having or acquiring an interest in the Property, and their successors, heirs and assigns.

2) Rights of County. To accomplish the purpose of this Restriction the County shall have the right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Restriction.

3) Reserved Rights. Property Owner reserves to itself all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Restriction.

4) County's Remedy. If County determines that Property Owner is in violation of the terms of this Restriction or that a violation is threatened, County shall give written notice to Property Owner of such violation and demand corrective action sufficient to cure the violation. If Property Owner fails to cure the violation within 30 days after the receipt of notice thereof from County, County may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Restriction or otherwise enforce this agreement as provided by law.

5) Costs of Enforcement. Any costs incurred by County in enforcing the terms of this agreement against the Property Owner, including, without limitation, costs of suit and attorneys' fees, shall be borne by Property Owner.

6) Access. No right of access by the general public to any portion of the Property is conveyed by this Restriction.

7) Costs and Liabilities. Property Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and the storm water drainage facilities.

8) Hold Harmless. Property Owner does hereby indemnify, and hold harmless the County, its agents, officers, employees, and representatives from and against any and all claims, losses, costs, charges, expenses and/or liabilities for damage to the Property or to adjacent properties from runoff, storm water drainage, water damage or related events originating, caused, or otherwise related to the adjacent County right-of-way, Sierra Vista Circle.

9) Maintenance of Facilities. Property Owner shall maintain the storm drainage facilities on the Property and shall keep the driveway's drainage area free of obstructions. For the purposes of this Agreement, storm water drainage facilities shall be defined to include swales, ditches, rip-rap or any other facility designed to convey or collect storm drainage on the residential driveway approach of the Property, whether or not located within County right-of-way. Obstructions shall be defined as structures, vegetation, trees, bushes, undergrowth, or any other object or thing obstructing or interfering with the use or function of the storm water drainage facilities.

10) Extinguishment. If circumstances arise in the future such as render the purpose of this Restriction impossible to accomplish or unnecessary, Property Owner may apply to County to have this Restriction extinguished. Property Owner understands and agrees that any such extinguishment may be granted in the discretion of the County and must be processed in compliance with the California Environmental Quality Act ("CEQA").

11) Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be either served personally or sent by first class mail, postage prepaid, addressed as follows: To Property Owner: 3451 Oarfish Lane, Oxnard, CA 93035. To County: Mono County Public Works Director, P.O. Box 457, Bridgeport, CA 93517; or to such other address as either party from time to time shall designate by written notice to the other.

12) Recordation. County shall record this instrument in a timely fashion in the official records of



Mono County, California and may re-record it any time as may be required to preserve its right in this Restriction and Covenant.

13) General Provisions.

(a) Controlling Law. The interpretation and performance of this Restriction shall be governed by the laws of the State of California.

(b) Liberal Construction. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Restriction, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Restriction, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Restriction and supersedes all prior discussions, negotiation, understandings, or agreements relating to the Restriction, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Property Owner's title in any respect.

(f) Successors. The covenants, terms, conditions and restrictions of this Restriction shall be binding upon and inure to the benefit of, the parties hereto and their respective personal representative, heirs, successors, and assigns and shall continue as a servitude running with the Property.

(g) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Property Owner and County have set their hands on the day and year first above written.

Sharp Family 2008 Trust, dated 12/03/2008, Property Owner:

\_\_\_\_\_ William E Sharp, Trustee  
(signature)

\_\_\_\_\_ Joyce C Sharp, Trustee  
(signature)

(Signature(s) of GRANTOR must be notarized. Attach the appropriate acknowledgement for each signature.)

County of Mono, County:

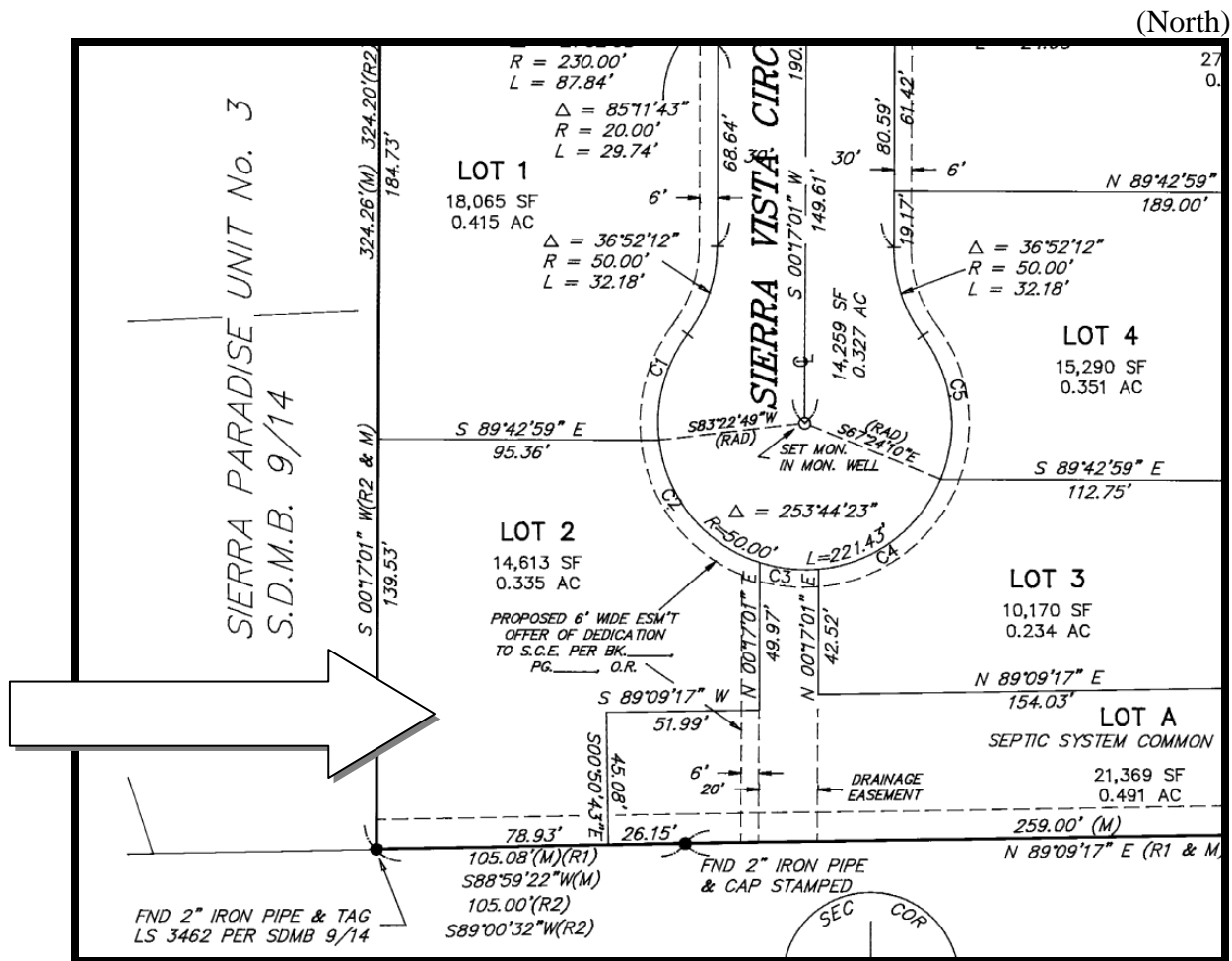
\_\_\_\_\_ Garrett Higerd, Assistant Public Works Director  
(signature)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FOR DEED RESTRICTION, COVENANT, AND AGREEMENT**

Lot 2 of Tract Map No. 37-41 in the County of Mono, State of California, as per map recorded in Tract Map Book 10, Page 34B of Maps in the Office of the County Recorder of Said County.

END OF DESCRIPTION

Said Lot 2 being located southwesterly and down-slope of the right-of-way for Mono County Maintained Road #2120 (named Sierra Vista Circle), with both being shown on Tract Map No. 37-41.



DETAIL VIEW OF TRACT MAP BOOK 10, PAGE 34B (Tract Map No. 37-41)



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**Departments: Health Department**

**TIME REQUIRED**

**SUBJECT** AIDS Drug Assistance Program  
(ADAP) Contract #15-10342 for July  
1, 2015-June 30, 2017

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

**AGENDA DESCRIPTION:**

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

Proposed contract with the California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) pertaining to the AIDS Drug Assistance Program (ADAP) Contract for July 1, 2015-June 30, 2017.

---

**RECOMMENDED ACTION:**

Approve County entry into proposed contract #15-10342 and authorize the Public Health Director to execute said contract on behalf of the County. Additionally, provide authorization for the Public Health Director to sign contract amendments that may occur during the 2-year contract period from July 1, 2015-June 30, 2017.

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**FISCAL IMPACT:**

There is no fiscal impact on the general fund. This agreement will provide \$4,000 to the Health Department for the provision of ADAP services from July 1, 2015-June 30, 2017.

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**CONTACT NAME:** Pat McGee

**PHONE/EMAIL:** 760.932.5587 / pmcgee@mono.ca.gov

---

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

**SEND COPIES TO:**

Sandra Pearce  
Pat McGee  
Lynda Salcido

---

**MINUTE ORDER REQUESTED:**

YES  NO

---

**ATTACHMENTS:**

Click to download

[Staff Report](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/27/2015 6:29 PM	County Administrative Office	Yes
8/3/2015 11:24 AM	County Counsel	Yes
7/28/2015 6:22 PM	Finance	Yes

# COUNTY of MONO

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

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



DATE: July 23, 2015  
TO: Honorable Board of Supervisors  
FROM: Sandra Pearce, ADAP Coordinator  
SUBJECT: **AIDS Drug Assistance Program (ADAP) Contract  
#15-10342 for July 1, 2015-June 30, 2017**

**Recommendation:** That the Board of Supervisors approve and authorize the Director of Public Health's signature on the attached documents for the 2-year contract period of July 1, 2015-June 30, 2017 for the AIDS Drug Assistance Program (ADAP).

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

Additionally, to provide authorization for the Public Health Director to sign contract amendments that may occur during the 2-year contract period.

**Discussion:** The Health Department contracts with the California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) for the provision of ADAP client enrollment services. ADAP helps ensure that people living with HIV and AIDS who are uninsured and under-insured have access to medication.

**Fiscal Impact/Budget Projections:** This agreement will provide \$4,000 to the Health Department for the provision of ADAP services from July 1, 2015-June 30, 2017.

For questions regarding this item, please call Sandra Pearce at (760) 924-1818 or Pat McGee (760) 932-5587.

Submitted by: \_\_\_\_\_  
Sandra Pearce, ADAP Coordinator Date

Reviewed by: \_\_\_\_\_  
Lynda Salcido, Public Health Director Date

REGISTRATION NUMBER	AGREEMENT NUMBER 15-10342
---------------------	------------------------------

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, 2015 through June 30, 2017



3. The maximum amount of this Agreement is: \$ 4,000  
 Four 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	5 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit B, Attachment I – II Budget (Year 1 - 2)	2 pages
Exhibit C * – General Terms and Conditions	<u>GTC 610</u>
Exhibit D (F) – Special Terms and Conditions	16 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Information Privacy and Security Requirements	9 pages

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.**

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Mono		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lynda J. Salcido, Director		
ADDRESS P.O. Box 3329 Mammoth Lakes, CA 93546		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Yolanda Murillo, Chief, Contracts Management Unit		<input checked="" type="checkbox"/> Exempt per: OA Budget Act of 2015
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

**Exhibit A**  
Scope of Work

**1. Service Overview**

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

The funds allocated pursuant to this contract agreement are solely for costs associated with the administration of the AIDS Drug Assistance Program (ADAP) enrollment.

**2. Service Location**

The services shall be performed at applicable facilities in the County of Mono.

**3. Service Hours**

The services shall be provided during normal Contractor working hours.

**4. Project Representatives**

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

<p><b>California Department of Public Health</b> Irene Wong, OA ADAP Advisor</p> <p>Telephone: (916) 449-5799 Fax: (916) 449-5859 Email: Irene.Wong@cdph.ca.gov</p>	<p><b>County of Mono</b> Sandra Pearce</p> <p>Telephone: (760) 924-1818 Fax: (760) 924-1831 Email: spearce@mono.ca.gov</p>
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B. Direct all inquiries to:

<p><b>California Department of Public Health</b> Irene Wong, OA ADAP Advisor MS 7700, P.O. Box 997426 Sacramento, CA 95899-7426</p> <p>Telephone: (916) 449-5799 Fax: (916) 449-5859 Email: Irene.Wong@cdph.ca.gov</p>	<p><b>County of Mono</b> Sandra Pearce P.O. Box 3329 Mammoth Lakes, CA 93546</p> <p>Telephone: (760) 924-1818 Fax: (760) 924-1831 Email: spearce@mono.ca.gov</p>
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**5. Definitions of Terms**

- i. ADAP – Established in 1987 to help ensure that eligible, HIV positive uninsured and under-insured individuals have access to medication on the ADAP formulary. ADAP provides medication and premium payment assistance.
- ii. ADAP Advisor – Office of AIDS (OA) ADAP staff assigned to Local Health Jurisdiction (LHJ) or Community Based Organization (CBO) for technical assistance.
- iii. ADAP Coordinator - Ensures the requirements of this contract agreement are adhered to, including, but not limited to: monitoring enrollment sites, participating on ADAP calls, and communicating to OA and Enrollment Workers and to act as the primary contact for OA.



**Exhibit A**  
Scope of Work

- iv. ADAP Enrollment Site (ES) – OA approved local agency/entity providing ADAP enrollment services for potentially eligible HIV positive individuals.
- v. ADAP Enrollment Worker (EW) – ADAP Enrollment Site staff trained by OA and the ADAP PBM and certified to provide ADAP enrollment services.
- vi. Community Based Organization (CBO) – Non-profit 501(3)(c) entities that operate within a single local community.
- vii. Contractor – Local Public Health Agency or CBO responsible for fund distribution and designation of an ADAP Coordinator.
- viii. Fiscal Year (FY) – July 1 through June 30.
- ix. Local Health Jurisdiction (LHJ) – One of 58 counties and three cities (Pasadena, Long Beach, and Berkeley) in the state of California.
- x. Office of AIDS (OA) – Works collaboratively with state and federal agencies, LHJs, universities, and CBOs to ensure that efforts to combat the HIV/AIDS epidemic are targeted and effective.
- xi. Pharmacy Benefits Manager (PBM) – Service contractor providing operational support for ADAP enrollment and pharmacy network.

**6. Services to be Performed**

A. Purpose of Funds

The purpose of these funds is to support ADAP enrollment services and monitor ADAP enrollment sites within the respective LHJ.

B. Use of Funds

The Contractor must use these funds solely for activities pertaining to the provision of ADAP client enrollment services. The Contractor may distribute the funds to the ADAP Enrollment Sites, use the funds to support the local ADAP LHJ Coordinator function, or spend the funds on equipment or supplies necessary for ADAP client enrollment. OA highly encourages the Contractor to distribute the funds to ADAP Enrollment Sites. However, the LHJs determine how to utilize these funds. OA requests that guidance is provided by LHJ County Board of Supervisors or the HIV Planning Council if required by the local administration procedures.

Any purchase of equipment such as computers, printers, filing cabinets, requires prior written approval from the ADAP Advisor and is considered to be the property of CDPH OA. Since these purchases require prior written approval, they must be procured, inventoried, tagged, and disposed of in accordance with administrative equipment purchasing procedures and the Form 1603 Contractor Equipment Purchased with CDPH Funds must be completed.

Acceptable and billable ADAP administrative costs must be submitted on your electronic invoice template. If the Contractor is uncertain if an activity is an acceptable and billable ADAP administrative activity, the Contractor shall seek prior written approval of the proposed activity from the ADAP Advisor. The OA ADAP Staff Assignments by LHJ is located in this link:

<http://www.cdph.ca.gov/programs/aids/Documents/AIDS%20DRUG%20ASSISTANCE%20PROGRAM2014.pdf>.

C. Conditions of Award/ADAP Funds

FY 2013-2014 ADAP client enrollment data received from the ADAP PBM was used to determine the number of ADAP enrollments in each LHJ for FY 2015-2016 and FY 2016-17 allocations. In the instance where the Contractor is allocated funding, but does not provide an ADAP client enrollment in their LHJ during the current FY, the Contractor will not be allowed to submit invoices for reimbursement by ADAP for that FY.

**Exhibit A**  
Scope of Work

D. Major Function, Task and Activities

The Contractor will ensure that LHJ Personnel are assigned to the ADAP Coordinator roles, and is responsible for the tasks below:

Major Function, Task and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
<p><b>Coordination and Communication with OA and local resources:</b></p> <ul style="list-style-type: none"> <li>A. Knowledgeable of OA procedures and policies.                             <ul style="list-style-type: none"> <li>• Participate on monthly ADAP EW calls.</li> <li>• Participate in quarterly ADAP Coordinator calls.</li> </ul> </li> <li>• Communicate with the Site Coordinator to ensure EWs are participating on the EW calls.</li> </ul>	<p>Monthly</p>	<p>ADAP Coordinator</p>	<p>ADAP Coordinator participation (80 percent) or provide an attendance proxy.</p>
<ul style="list-style-type: none"> <li>• Participate in quarterly ADAP Coordinator calls.</li> </ul>	<p>Quarterly</p>	<p>ADAP Coordinator</p>	<p>Report service needs or deficiencies and propose recommendations to resolve and provide best practices to ADAP.</p>
<ul style="list-style-type: none"> <li>• Communicate with the Site Coordinator to ensure EWs are participating on the EW calls.</li> </ul>	<p>Monthly</p>	<p>ADAP Coordinator</p>	<p>Track EWs participation on the monthly ADAP EW calls to ensure 80 percent attendance.</p>
<ul style="list-style-type: none"> <li>B. Knowledgeable of local resources for local EWs and clients.</li> </ul>	<p>On-going</p>	<p>ADAP Coordinator</p>	<p>Communicate to local EWs and client resources as gaps are identified and/or as resources become available.</p>
<ul style="list-style-type: none"> <li>C. Coordinate with local entities (e.g. County Medi-Cal offices) to provide client assistance and services.</li> </ul>	<p>On-going</p>	<p>ADAP Coordinator</p>	<p>Communicate information with local entities and local EWs.</p>
<p><b>ADAP Enrollment Site Coordination</b></p> <ul style="list-style-type: none"> <li>A. Contact designated ADAP Advisor regarding site changes in the LHJ:                             <ul style="list-style-type: none"> <li>• Activation of new site</li> <li>• Deactivation of existing site</li> </ul> </li> </ul>	<p>As needed</p>	<p>ADAP Coordinator</p>	<p>Submit written requests to CDPH/OA, the Application for New AIDS Drug Assistance Program (ADAP) Enrollment Site form. (See Exhibit E 1.A.3.a.)</p>

**Exhibit A**  
Scope of Work

Major Function, Task and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
<p>ADAP reserves the right to add new ADAP Enrollment Sites.</p> <p>B. Coordinate with local site contacts and EWs regarding site changes in the LHJ:</p> <ul style="list-style-type: none"> <li>During times when Enrollment Sites experience EW transition, provide alternate contacts for ADAP services.</li> </ul>	<p>ADAP Coordinator Monitoring Tool</p> <p>As needed</p>	<p>ADAP Coordinator</p> <p>ADAP Coordinator</p>	<p>Monitor new and/or deactivated Enrollment Sites to ensure compliance with ADAP guidelines and policies regarding security and confidentiality for the physical site. ADAP Coordinator will provide the ADAP Coordinator Monitoring Tool. (See Exhibit E 1.A.3.b.)</p> <p>During times of EW and site transition, provide alternate EW and site information to the EWs in the LHJ to ensure services for ADAP clients. Also, communicate information to OA ADAP advisor.</p>
<p><b>Audits and Retention:</b></p> <p>A. Maintain necessary program invoicing records documenting the total costs submitted for reimbursement.</p> <p>B. Maintain necessary program invoicing records documenting the total costs submitted for reimbursement.</p>	<p>Ongoing</p> <p>Ongoing</p>	<p>ADAP Coordinator</p> <p>ADAP Coordinator</p>	<p>Records shall be maintained for at least four years (current year, plus three prior years) from the ending date of this contract agreement, or until the termination of all state and federal audits, whichever is later.</p> <p>Records will be made available three business days after the request has been made to view records.</p>
<p><b>Invoicing Requirements</b></p> <p>A. Submit invoices for reimbursement to the ADAP Advisor.</p>	<p>Quarterly</p>	<p>ADAP Coordinator</p>	<p>Submit invoices on the CDPH electronic invoice template.</p>

**Exhibit A**  
Scope of Work

Major Function, Task and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
<p><b>Confidentiality</b></p> <p>A. Abide by all applicable laws and ADAP program guidelines regarding confidentiality of ADAP client eligibility files and protected health information when working ADAP data.</p>	<p>Ongoing</p>	<p>ADAP Coordinator and staff who may view ADAP data</p>	<p>Sign HIV/AIDS Confidentiality Agreement forms 8689 annually Exhibit E 1.2.3.c).</p>
<p><b>Information Privacy and Security Requirements</b></p> <p>A. Abide by the provisions as stated in "Exhibit G, Information Privacy and Security Requirements," and agrees to ensure adherence to physical, and technical safeguards of protected health information as established by this contract agreement.</p>	<p>Ongoing</p>	<p>ADAP Coordinator</p>	<p>Refer to Exhibit G</p>

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, CDPH agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Item amounts specified in Exhibit B, Attachment I-II.
- C. Invoices shall include the contract agreement number. The Contractor may submit quarterly invoices of up to \$30,000 (not to exceed the allocation amount), or one quarter of the Contractor allocation, whichever is greater. All invoices shall be received by ADAP no sooner than the end of the quarter, and no later than the due date noted below.

A supplemental invoice may be submitted to complete any outstanding invoicing need. The supplemental invoice shall be limited to no more than one per fiscal year (FY).

First Quarter:                      July 1 – September 30  
Invoice no later than:            November 15

Second Quarter:                    October 1 – December 31  
Invoice no later than:            February 15

Third Quarter:                      January 1 – March 31  
Invoice no later than:            May 15

Fourth Quarter:                    April 1 – June 30  
Invoice no later than:            August 15

(FINAL) Supplemental:            July 1 – June 30  
Invoice no later than:            August 15

Payment may be denied at the sole discretion of ADAP for invoices that are received after the due date.

D. Direct invoices to:

Invoice Desk  
California Department of Public Health  
Office of AIDS  
MS 7700  
P.O. Box 997426  
Sacramento, CA 95899-7426

E. Invoices shall:

- 1) Be prepared using the newly implemented and required electronic invoice process and template, which will be provided by CDPH Contract Manager.
- 2) Invoices must be submitted to CDPH electronically only. Hard copies are not required.
- 3) Identify the billing and/or performance period covered by the invoice.

**Exhibit B**  
Budget Detail and Payment Provisions

- 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.

**F. Amounts Payable**

The amounts payable under this agreement shall not exceed:

- 1) \$2,000 for the budget period of 07/01/15 through 06/30/16.
- 2) \$2,000 for the budget period of 07/01/16 through 06/30/17.

**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.

**4. Timely Submission of Final Invoice**

- A. Final undisputed invoice shall be submitted for payment no more than *thirty (30)* 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 agreement 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 to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit F)**".

**5. Expense Allowability / Fiscal Documentation**

- A. Invoices, received from the 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.

**Exhibit B**  
Budget Detail and Payment Provisions

- 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.
- D. ADAP shall authorize payment in arrears up to the maximum allocation of this contract agreement upon the execution of this contract agreement. Any costs billed under this contract agreement that are determined to fall outside the purview of this contract agreement (i.e., are not directly related to the provision of ADAP client enrollment services) will not be reimbursable under this contract agreement.
- E. Upon receipt of the quarterly ADAP invoice, ADAP will reimburse the Contractor for administrative costs associated with the provision of ADAP enrollment services in the local health jurisdiction (LHJ), not to exceed the maximum amount reimbursable under this contract agreement. Reimbursement to the Contractor will be contingent upon receipt of the signed contract agreement, the provision of ADAP client enrollment services (as verified by ADAP through ADAP enrollment data), and a completed ADAP invoice within the required timeframe.
- F. It is mutually understood between the parties that this contract agreement may have been written before ascertaining the availability of federal or state funds for the mutual benefit of both parties in order to avoid program delays that would occur if the contract agreement were executed after that determination. This contract agreement is valid and enforceable only to the extent that sufficient funds are made available to ADAP by the U.S. Government and/or by the California Department of Public Health (CDPH) for the purposes of this program. If sufficient federal and/or state funds are not made available pursuant to the contract agreement, this contract agreement shall be invalid and have no further force and effect. In this event, ADAP shall have no liability to pay any state funds whatsoever to the Contractor, furnish any other considerations under this contract agreement, and the Contractor shall not thereafter be obligated to perform any duties of this contract agreement.
- G. This contract agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the State Legislature, which may affect the provisions, terms, or funding of this contract agreement in any manner.

**6. Recovery of Overpayments**

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
  - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
  - 2) A repayment schedule which is agreeable to both the State and the Contractor.

**Exhibit B**  
Budget Detail and Payment Provisions

- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State 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 the State'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 the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

**7. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.



**Exhibit B - Attachment I  
Budget Detail  
July 1, 2015 - June 30, 2016**

<b>A. PERSONNEL</b>	<b>Position Title</b>	<b>Annual Salary</b>	<b>Total FTE %</b>	<b>Annual Cost</b>
	Health Program Manager	\$91,176	1%	\$ 912
			<b>Total Personnel</b>	<b>\$ 912</b>
<b>B. FRINGE BENEFITS</b>	<b>75.50% of salaries</b>		<b>Total Fringe</b>	<b>\$ 688</b>
			<b>Total Personnel &amp; Fringe Benefits</b>	<b>\$ 1,600</b>
<b>C. OPERATING EXPENSES</b>				
			<b>Total Operating Expenses</b>	<b>\$ -</b>
<b>D. OTHER COSTS</b>				
			<b>Total Other Costs</b>	<b>\$ -</b>
<b>E. INDIRECT COSTS</b>				
	<b>25.00% of total personnel and fringe benefits</b>			
			<b>Total Indirect Costs</b>	<b>\$ 400</b>
			<b>Total Budget</b>	<b>\$ 2,000</b>

**Exhibit B - Attachment II  
Budget Detail  
July 1, 2016 - June 30, 2017**

<b>A. PERSONNEL</b>	<b>Position Title</b>	<b>Annual Salary</b>	<b>Total FTE %</b>	<b>Annual Cost</b>
	Health Program Manager	\$91,176	1%	\$ 912
			<b>Total Personnel</b>	<b>\$ 912</b>
<b>B. FRINGE BENEFITS</b>	<b>75.50% of salaries</b>		<b>Total Fringe</b>	<b>\$ 688</b>
			<b>Total Personnel &amp; Fringe Benefits</b>	<b>\$ 1,600</b>
<b>C. OPERATING EXPENSES</b>				
			<b>Total Operating Expenses</b>	<b>\$ -</b>
<b>D. OTHER COSTS</b>				
			<b>Total Other Costs</b>	<b>\$ -</b>
<b>E. INDIRECT COSTS</b>				
	<b>25.00% of total personnel and fringe benefits</b>			
			<b>Total Indirect Costs</b>	<b>\$ 400</b>
			<b>Total Budget</b>	<b>\$ 2,000</b>

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*(For Subvention/Local Assistance Agreements)*

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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**1. Procurement Rules**

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

**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, 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 g of this provision. Paragraph c of this provision 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 g of this provision. Paragraph b of this provision 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:

- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee,

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officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
  - [1] Avoid purchasing unnecessary or duplicate items.
  - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
  - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

## 2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

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- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

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 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 to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor 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

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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.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

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- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

**3. Subcontract Requirements**

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.



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- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"*(Subcontractor Name)* agrees to maintain and preserve, until three years after termination of *(Agreement Number)* and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

**4. Income Restrictions**

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

**5. 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 services performed.

**6. Intellectual Property Rights**

**a. Ownership**

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- (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 and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take

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all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be 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., 2014, 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

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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.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

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(g) 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.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, 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. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees

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CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

**h. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

**7. 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 in order to conduct routine business matters.

**8. Confidentiality of Information**

The Contractor and its employees, agents, or subcontractors shall:

- a. 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. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. 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 Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

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**9. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

**10. Dispute Resolution Process**

a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.

Exhibit D  
Special Terms and Conditions

- 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 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.

**11. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**12. 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.

**13. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.



Exhibit D  
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- d. To be an allowable fringe benefit, the cost must meet the following criteria:
- (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
  - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
  - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.
- (a) **Example No. 1:**
- If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the 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.

**14. Cancellation**

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.

Exhibit D  
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- 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

**1. Additional Incorporated Documents**

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 the AIDS Drug Assistance Program (ADAP), as required by program directives. ADAP shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. ADAP will maintain on file, all documents referenced herein and any subsequent updates.

**1) Published Documents:**

- a) ADAP Enrollment Procedures and Guidelines for Determining ADAP Eligibility  
<http://cdphinternet/programs/aids/Documents/ADAPGuidelines.pdf>
- b) Office of AIDS, ADAP Staff Assignments by Local Health Jurisdiction  
<http://cdphinternet/programs/aids/Documents/ADAP-LHJStaffAssignments.pdf>

**2) Websites:**

- a) Office of AIDS  
[Office of AIDS Home Page](#)
- b) Pharmacy Benefits Manager, Ramsell Public Health Rx  
[Ramsell Public Health Rx](#)

**3) Local Health Jurisdiction Tools:**

- a) Application for New AIDS Drug Assistance Program (ADAP) Enrollment Site Tool
  - b) ADAP Coordinator Monitoring Tool
  - c) HIV/AIDS Confidentiality Agreement Form 8689
- Note: These forms are available from the ADAP Advisors upon request.

**2. Avoidance of Conflicts of Interest by Contractor**

A. ADAP intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, ADAP reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to ADAP review and prior approval.

B. Conflicts of interest include, but are not limited to:

- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract agreement.
- 2) An instance where the Contractors or any of its subcontractors, or any employee, officer, or director of the Contractor use 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.

**Exhibit E**  
Additional Provisions

- C. If ADAP is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by ADAP to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by ADAP and cannot be resolved to the satisfaction of ADAP, the conflict will be grounds for terminating the contract agreement. ADAP may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

**3. Insurance Requirements**

Contractor shall comply with the following insurance requirements:

A. Commercial General Liability:

The Contractor must furnish to ADAP a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

B. The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:

- 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to ADAP, and
- 2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this contract agreement.

C. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the contract agreement. In the event said insurance coverage expires at any time or times during the term of this contract agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract agreement or for a period of not less than one year. ADAP may, in addition to any other remedies it may have, terminate this contract agreement on the occurrence of such event.

D. ADAP will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

## 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** 15-10342 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.

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**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

**Exhibit G**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Privacy Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
  - A. Breach: "Breach" means:
    1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
    2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
  - B. Confidential Information: "Confidential information" means information that:
    1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
    2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH; or
    3. is "personal information" as defined in this Exhibit.
  - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information.
  - D. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
    1. by itself directly identifies or uniquely describes an individual; or

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(For Non-HIPAA/HITECH Act Contracts)

2. creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of "personal information" set forth in California Civil Code section 1798.3(a) or
4. is one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2); or
5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29(h)(2) or California Civil Code section 56.05(g); or
6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29(h)(3); or
7. Is protected from disclosure under applicable state or federal law.

E. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI.

F. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

- IV. Disclosure Restrictions: The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI 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.
- V. Use Restrictions: The Contractor and its employees, agents, or subcontractors shall not use any CDPH PCI for any purpose other than carrying out the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI is located, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

**Exhibit G**Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

- VIII. Security Officer: At each location where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and for communicating with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
  - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally violate any provisions of this Exhibit.
- XI. Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **or within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IIT Service Desk at the telephone numbers listed in Section XI(c), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor.
- Contractor shall take:
- 1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
  - 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
- 1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and



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2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believe have had the CDPH PCI improperly disclosed to them; and
  3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
  4. a description of the probable causes of the breach or security incident; and
  5. whether Civil Code sections 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
  2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29(e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI emanating from third parties to the agreement between Contractor and CDPH (and not emanating from an Individual for an accounting of disclosures of personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: From time to time, CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: On expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall explain to CDPH why, in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as Required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer

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and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above, that the CDPH PCI has been destroyed.

- XVI. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the termination or expiration of the agreement between Contractor and CDPH.

**Exhibit G**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

**Attachment 1**  
Contractor Data Security Standards

**1. General Security Controls**

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in

**Exhibit G**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

## 2. System Security Controls

A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. **Transmission encryption.** All data transmissions of CDPH PCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

## 3. Audit Controls

A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

**Exhibit G**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**4. Business Continuity / Disaster Recovery Controls**

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

**5. Paper Document Controls**

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.

**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](http://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.

## Darfur Contracting Act

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

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

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

**OR**

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

**OR**

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

**CERTIFICATION**

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

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

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)  
 STD. 204 (Rev. 5/06)\_CDPH

<b>1</b>	<p><b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p><b>NOTE:</b> Governmental entities, federal, state, and local (including school districts), are not required to submit this form.</p>
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<b>2</b>	PAYEE'S LEGAL BUSINESS NAME (Type or Print)	
	SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS
	MAILING ADDRESS	BUSINESS ADDRESS
	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

<b>3</b>	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		<p><b>NOTE:</b>                      Payment will not be processed without an accompanying taxpayer I.D. number.</p>
	PAYEE ENTITY TYPE  CHECK ONE BOX ONLY	<p> <input type="checkbox"/> PARTNERSHIP                      <b>CORPORATION:</b>  <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)  <input type="checkbox"/> ESTATE OR TRUST                  <input type="checkbox"/> LEGAL (e.g., attorney services)  <input type="checkbox"/> EXEMPT (nonprofit)  <input type="checkbox"/> ALL OTHERS                 </p> <hr/> <p> <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR                      ENTER SOCIAL SECURITY NUMBER: <input type="text"/><input type="text"/><input type="text"/>-<input type="text"/><input type="text"/><input type="text"/>-<input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/> </p> <p style="text-align: center; font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>	

<b>4</b>	PAYEE RESIDENCY TYPE	<input type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.
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<b>5</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	
	SIGNATURE	DATE	TELEPHONE (     )

<b>6</b>	Please return completed form to:	
	Department/Office:	California Department of Public Health
	Unit/Section:	_____
	Mailing Address:	_____
	City/State/ZIP:	_____
	Telephone:	(     ) _____                      FAX:    (     ) _____
	E-Mail Address:	_____

**PAYEE DATA RECORD**

STD. 204 (Rev. 5/06)\_CDPH (Page 2)

1	<p><b>Requirement to Complete Payee Data Record, STD. 204</b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>						
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>						
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>						
4	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table data-bbox="154 1308 1414 1365"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a></td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>	For hearing impaired with TDD, call:	1-800-822-6268	Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>					
For hearing impaired with TDD, call:	1-800-822-6268	Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>					
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>						

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Hiring Freeze Variance Office  
Assistant I/II

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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**AGENDA DESCRIPTION:**

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

This vacancy is due to pending resignation of our current Office Assistant II, who is leaving Mono County to attend school in Southern California. This position provides support to our Front Office FTS I, answers our office phones, provides customer service to phone and walk in consumers, collects and records payments, and does a variety of other administrative tasks.

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**RECOMMENDED ACTION:**

Authorize Behavioral Health director, in consultation with Human Resources, to recruit to fill one Office Assistant I/II position.

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**FISCAL IMPACT:**

There is no fiscal impact to the Mono County General Fund. This position is funded with Mental Health monies and is on the MCBH allocation list. Total cost for the remainder of the 15/16 Fiscal Year is \$47,705.00 of which \$27,550 is salary and \$20,155 is county benefits.

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**CONTACT NAME:** Robin Roberts

**PHONE/EMAIL:** 760.924.1740 / rroberts@mono.ca.gov

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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:**

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**MINUTE ORDER REQUESTED:**

YES  NO

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**ATTACHMENTS:**

Click to download

[Staff Report: Variance BH Office Assistant I/II](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/29/2015 4:49 PM	County Administrative Office	Yes
8/3/2015 11:18 AM	County Counsel	Yes
7/28/2015 6:20 PM	Finance	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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**COUNTY OF MONO**

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

**Date:** July 28, 2015

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Robin Roberts, Director Behavioral Health Department

**Subject:** Hiring Freeze Variance – Office Assistant I/II

**Recommended Action:**

Authorize Behavioral Health Director, in consultation with Human Resources, to recruit to fill one Office Assistant I/II position.

**Fiscal Impact:**

There is no impact to the County General Fund.

This position is funded with Mental Health monies and is on the MCBH allocation list.

The total cost for remainder of Fiscal Year 15/16 is \$47,705.00; \$27,550 is salary, \$20,155 is county benefits.

**Discussion:**

This vacancy is due to pending resignation of our current Office Assistant II, who is leaving Mono County to attend school in Southern California. This position provides support to our Front Office FTS I, answers our office phones, provides customer service to phone and walk in consumers, collects and records payments, and does a variety of other administrative tasks.

Should either of these positions not be filled, the Behavioral Health Department would likely have limit services to all Mono County residents and have a poorer response time for treatment requests.

If you have any questions regarding this item, please contact:  
Robin Roberts, 760.924.1740





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**Departments: Human Resources, County Counsel**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Milovich Employment Agreement

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**AGENDA DESCRIPTION:**

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

Proposed resolution approving an at-will employment agreement with Christian Milovich. The agreement would continue Ms. Milovich's employment as a deputy county counsel.

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**RECOMMENDED ACTION:**

Adopt Resolution R15-\_\_\_, a resolution of the Mono County Board of Supervisors approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment.

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**FISCAL IMPACT:**

Continues Ms. Milovich's employment and compensation for her current position of Deputy County Counsel I, and authorizes her promotion to Deputy County Counsel II (with a corresponding increase in compensation) if funding for said promotion is approved in the final 2015-16 County budget (as has been proposed). Fiscal Impact for Deputy County Counsel I is \$136,688 including salary, PERS and benefits of \$92,880, \$21,640 and \$22,168, respectively. The fiscal impact for Deputy County Counsel II is \$154,459 including salary, PERS and benefits of \$108,684, \$21,640 and \$24,135, respectively.

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**CONTACT NAME:** Marshall Rudolph

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

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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:**

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**MINUTE ORDER REQUESTED:**

YES  NO

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**ATTACHMENTS:**

**Click to download**

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 [Milovich staff report](#)

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 [resolution re Milovich contract](#)

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 [Milovich contract](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/5/2015 8:46 AM	County Administrative Office	Yes
8/5/2015 2:31 PM	County Counsel	Yes
8/5/2015 11:59 AM	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: August 11, 2015

RE: Agenda item re Christian Milovich contract

**Recommendation:**

Adopt resolution R15-\_\_, approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment.

**Fiscal/Mandates Impact:**

Continues Ms. Milovich's employment and compensation for her current position of Deputy County Counsel I, and authorizes her promotion to Deputy County Counsel II (with a corresponding increase in compensation) if funding for said promotion is approved in the final 2015-16 County budget (as has been proposed). Fiscal Impact for Deputy County Counsel I is \$136,688 including salary, PERS and benefits of \$92,880, \$21,640 and \$22,168, respectively. The fiscal impact for Deputy County Counsel II is \$154,459 including salary, PERS and benefits of \$108,684, \$21,640 and \$24,135, respectively.

**Discussion:**

This is a contract renewal. Ms. Milovich is currently a Deputy County Counsel I but is now eligible for promotion to Deputy County Counsel II and I strongly recommend such a promotion. Funding for the promotion has been included in the department's proposed budget for 2015-16. The agreement provides that Ms. Milovich may be promoted to Deputy County Counsel II without the need for a contract amendment if funding for the promotion is ultimately approved as part of the final County budget.

If you have any questions regarding this item, please call me at 924-1707.

Encl.



RESOLUTION NO. R15-

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

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

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: Clerk of the Board

Timothy E. Fesko, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

## **AGREEMENT RE EMPLOYMENT OF CHRISTIAN MILOVICH**

This Agreement is entered into this 11th day of August, 2015, by and between Christian Milovich and the County of Mono.

### **I. RECITALS**

The County currently employs Christian Milovich as a Deputy County Counsel and wishes to continue said employment on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Milovich wishes to accept such employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be August 11, 2015, until August 11, 2018, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Milovich in writing no later than February 11, 2018, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Milovich shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Milovich that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Milovich as a result of the cured breach. If the 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 August 11, 2015, Ms. Milovich shall continue to be employed by Mono County as a Deputy County Counsel, serving at the will and pleasure of the County Counsel in accordance with the terms and conditions of this Agreement. Ms. Milovich accepts such employment. The County Counsel shall be deemed the "appointing authority" for all purposes with respect to Ms. Milovich' employment.
3. Effective August 11, 2015, Ms. Milovich's salary shall continue to be \$7,740.00 per month as a Deputy County Counsel I until such time as she is promoted to Deputy County Counsel II, which the parties understand has been recommended by the County Counsel and is included in his proposed department budget for 2015-16. If the budgeted amount for that promotion is ultimately approved in the final County budget (in the Board of Supervisors' discretion), then Ms. Milovich may thereafter be promoted by the County Counsel and in that event

her title and salary shall be prospectively changed accordingly (to Deputy Counsel II at a salary of \$9,057 per month) without the need for any amendment of this Agreement. The Board may also unilaterally increase Ms. Milovich's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Ms. Milovich's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Ms. Milovich in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. 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. Milovich'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. Ms. Milovich understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County, and also any employee share of the "normal cost" of Ms. Milovich's retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

4. Ms. Milovich shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Milovich understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> 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. Milovich was already entitled to for the 2015 calendar year under her former employment agreement).
5. To the extent deemed appropriate by the County Counsel, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Milovich' full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Milovich shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in

the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Ms. Milovich's County employment will be "2% at 62." Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R14-54 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.

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

receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Milovich shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated.

Notwithstanding the foregoing, Ms. Milovich shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Milovich that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).

10. Notwithstanding the foregoing, Ms. Milovich shall not be entitled to any severance pay in the event that the County Counsel has grounds to discipline her on or about the time he gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Milovich shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Milovich may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Milovich shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Milovich. It specifically supersedes the employment agreement between the parties dated August 13, 2013. Consistent with Ms. Milovich's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Milovich may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Milovich's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on



behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Milovich' employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Milovich' sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

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

**III. EXECUTION:**

This Agreement shall be deemed executed as of August 13, 2013.

CHRISTIAN MILOVICH

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_  
By: Timothy E. Fesko, 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** August 11, 2015

**Departments:** Human Resources, IT

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Greenberg Employment Agreement

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### AGENDA DESCRIPTION:

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

Proposed resolution approving an at-will employment agreement with Nate Greenberg. The agreement would continue Mr. Greenberg's employment as Information Technology (IT) Director.

---

### RECOMMENDED ACTION:

Adopt proposed Resolution R15-\_\_\_, a resolution of the Mono County Board of Supervisors approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment.

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### FISCAL IMPACT:

Continues Greenberg's current compensation, which is included in the proposed budget for 2015-16. The annual impact of this contract is \$155,647 including salary, PERS and benefits of \$109,740, \$21,640, and \$24,267, respectively.

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**CONTACT NAME:** Marshall Rudolph

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

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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:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

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[Greenberg staff report](#)

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[Greenberg contract resolution](#)

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[Greenberg contract](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/5/2015 8:45 AM	County Administrative Office	Yes
8/5/2015 1:46 PM	County Counsel	Yes
8/5/2015 12:11 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: August 11, 2015

RE: Agenda item re Nate Greenberg contract

**Recommendation:**

Adopt resolution R15-\_\_, approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment.

**Fiscal/Mandates Impact:**

Continues Mr. Greenberg's current compensation, which is included in the proposed budget for 2015-16. The annual impact of this contract is \$155,647 including salary, PERS and benefits of \$109,740, \$21,640, and \$24,267, respectively.

**Discussion:**

This is a contract renewal, with one difference from Mr. Greenberg's prior contract. The compensation provided in Mr. Greenberg's prior contract included both a base salary plus additional monthly compensation while serving as the Digital 395 Coordinator. This new proposed contract makes permanent such additional compensation and additional duties associated with the Digital 395 Coordinator function, based on a recognition that the additional tasks now being performed by the IT Director because of the advent of Digital 395 and other technologies – such as assisting with efforts to facilitate improved infrastructure for highspeed internet and communications and serving on the governing boards of the Eastern Sierra Connect Regional Broadband Consortium and the California Broadband Cooperative – are anticipated to continue indefinitely. Accordingly, such task have been rolled into a new IT Director job description, which is attached to the employment contract.

If you have any questions regarding this item, please call me at 924-1707.

Encl.





RESOLUTION NO. R15-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH NATE GREENBERG 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 Nate Greenberg, 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 Nate Greenberg. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: \_\_\_\_\_
Clerk of the Board

\_\_\_\_\_  
Timothy E. Fesko, Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

## **AGREEMENT RE EMPLOYMENT OF NATE GREENBERG**

This Agreement is entered into this 11th day of August, 2015, by and between Nate Greenberg and the County of Mono.

### **I. RECITALS**

The County currently employs Mr. Greenberg as its Information Technology (IT) Director and Digital 395 Project Manager on a full-time basis pursuant to a contract dated August 20, 2013. The IT Director position has having evolved such that the types of projects that were included in the Digital 395 Project Manager function have become a permanent part of the County's expectations for the IT Director position. Thus, the job description for IT Director should be modified accordingly and the additional compensation previously associated with the Digital 395 Project Manager position should be made a permanent part of the salary for the IT Director. Consistent with the foregoing, the County wishes to continue the employment of Mr. Greenberg on a full-time basis on the terms and conditions set forth in this Agreement, and Mr. Greenberg wishes to accept such continued employment.

### **II. AGREEMENT**

1. The term of this Agreement shall be August 11, 2015, until August 11, 2018, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Greenberg in writing no later than February 11, 2018, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Greenberg 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. Greenberg 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. Greenberg 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 August 11, 2015, Mr. Greenberg shall continue to be employed by Mono County as its IT Director, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. (Mr. Greenberg shall no longer have a distinct, additional title or function as Digital 395 Project Manager, the duties and functions of which have been incorporated into a revised job description for IT Director, which is attached hereto as an Exhibit.) Mr. Greenberg accepts such continued employment. The

County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Mr. Greenberg's employment.

3. Effective August 11, 2015, Mr. Greenberg's salary as IT Director shall be \$9,145 per month (with no additional compensation for Digital 395 Project Manager based on its duties and functions having been incorporated into the IT Director position as discussed above). Mr. Greenberg understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County. The Board may unilaterally increase Mr. Greenberg'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 Agreement will be reopened for discussion and potential re-negotiation with respect Mr. Greenberg's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Greenberg 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. Greenberg'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. Greenberg 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. Greenberg understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Note: Because Mr. Greenberg was already receiving merit leave in his prior employment contract, this Agreement shall not add to or take away from his existing merit leave balance for calendar year 2015.)
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 Mr. Greenberg'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. Greenberg 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. Greenberg), 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," amended most recently by Resolution R14-54 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Mr. Greenberg understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Greenberg 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. Greenberg'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. Greenberg's employment, the County Administrative Officer may terminate Mr. Greenberg'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. Greenberg 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 may, in his discretion, take during Mr. Greenberg's employment.

9. In the event of such a termination without cause, Mr. Greenberg 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. Greenberg 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. Greenberg shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Greenberg that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).
10. Notwithstanding the foregoing, Mr. Greenberg shall not be entitled to any severance pay in the event that the County Administrative Officer 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. Greenberg 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. Greenberg 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. Greenberg 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. Greenberg and specifically supersedes the prior agreement between the parties dated August 20, 2013. Consistent with Mr. Greenberg's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Greenberg 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. Greenberg'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. Greenberg'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. Greenberg's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

14. Mr. Greenberg acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Greenberg 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 her 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 August 11, 2015.

NATE GREENBERG

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Timothy E. Fesko, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
MARSHALL RUDOLPH  
County Counsel

## **INFORMATION TECHNOLOGY DIRECTOR**

### **DEFINITION**

This position blends knowledge of Information Technology (IT), telecommunications, and Geographic Information Systems (GIS), with the project management skills required to ensure smooth operation, development, and implementation of key technology systems within a local government agency.

Under administrative direction, the IT Director will plan, organize, coordinate, and manage the development and implementation of County information systems and technology resources, including hardware, software, network, storage, communications, and related infrastructure and projects.

In addition, this position will work with the Town of Mammoth Lakes at a similar capacity as defined in County-Town IT Services agreement.

### **DISTINGUISHING CHARACTERISTICS**

This is a single position classification for the management of County technology resources, functions, and operations. The incumbent also performs a variety of complex work related to the implementation and maintenance of computer systems, software, networks, and information services, as detailed below.

### **REPORTS TO**

County Administrative Officer

### **CLASSIFICATIONS SUPERVISED**

- Information Technology Specialists
- Geographic Information Technicians
- Geographic Information Specialists
- Geographic Information Systems Coordinator
- Fiscal and Technical Services Specialists

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

- Strategically plan, organize, direct, and manage the development, implementation, and utilization of technology resources and information systems within County departments, offices, and facilities
- Participate in the planning and management of projects related to technology, communication, and information systems
- Develop the Information Technology Department budget and control expenditures
- Develop and implement policies and procedures regarding the acquisition and utilization of technology and communication resources
- Schedule priorities and plan acquisitions, upgrades, installation, and maintenance of technology
- Oversee the development and utilization of management information data and systems, including GIS, broadband, and telecommunications
- Serve as a central information source regarding County technology & communication infrastructure, data processing, and management information functions
- Develop and present strategic plans, implementation and integration strategies, and guidance on the best use of data management resources and systems

- Provide oversight in the development and maintenance of computer software, equipment, and networks
- Represent County Information Technology Services within management, staff, the public, and other agencies
- Provide reports and updates to management, elected officials, staff, and public as needed or requested
- Represent and uphold the County, Town, and constituent's interests in telecommunications and broadband projects related to improving service and accessibility throughout the regions
- Work with County and Town departments and service providers to improve communications infrastructure within our communities and region
- Represent the County as part of the Eastern Sierra Connect Regional Broadband Consortium Board of Directors, California Broadband Cooperative, and other groups or bodies related to broadband and telecommunication advocacy
- Provide supervision, training, and work evaluations for assigned information technology staff
- Work with County management and Board of Supervisors to determine and work toward meeting technology resource demands and information needs
- Assist in the development of plans and opportunities with respect to leveraging Digital 395 and other communication infrastructure for economic development and public safety

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to lift and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office and often offsite; occasionally working outside; exposure to electrical energy and dust; frequent contact with staff and public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Modern technology and systems, including hardware, software, and their best-practices utilization in the services and functions of a local government agency
- Windows based operating systems and server infrastructure
- Design, structure, management, and administration of databases and data storage systems
- Knowledge of systems design and analysis experience, including complex applications and data management systems, modeling, GIS, engineering applications, and their applicable uses
- Concepts and details with respect to digital networks, fiber optic infrastructure, broadband Internet, and wireless technologies
- Practices, procedures, and techniques of research, information analysis, and report development
- Principles and practices of data processing systems, project management, and network management
- Current industry standards and product availability in hardware and software
- Planning and implementation of computer networks and current technological solutions
- Development and implementation of training and user support services
- Budget development and expenditure control
- Management, leadership, supervision, training, and work evaluation skills
- Strong written and oral communication skills and an ability to organize and work in a team environment

**Ability & Willingness to:**

- Plan strategically, organize, and manage the development and utilization of technology resources and information systems within Mono County and Town of Mammoth Lakes
- Provide supervision, training, and work evaluation for assigned staff
- Develop and implement computer resources and Information Technology budgets
- Research, gather, develop, analyze, and present a variety of complex information and data
- Oversee the acquisition, installation, and maintenance of hardware and software
- Oversee the development and implementation of user training and support services
- Evaluate options and develop alternatives, including cost justifications, for the development and application of electronic data processing technology and systems to County and Town operations and functions
- Serve as consultant on the applications and uses of technology
- Develop and manage complex projects related to the use of technology & information systems
- Plan and direct the installation and management of computer networks, including use of Digital 395
- Effectively represent the County Information Services unit in contacts with other County staff, the public, and other government agencies
- Regularly work well under pressure, meeting multiple and sometimes conflicting deadlines
- Constantly demonstrate cooperative behavior with colleagues, supervisors, and customers/clients

**Training and Experience:**

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Ten (10) + years of increasingly responsible professional work in the development and utilization of technology resources, networks, and information systems, including at least five (5) years of experience in a lead or supervisory capacity.

**Special Requirements:**

- Possession of a valid driver's license
- May work more than a normal 8:00am to 5:00pm shift
- May drive in excess of 90 miles a day



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**Departments: Sheriff's Office**

**TIME REQUIRED**

**SUBJECT** Vehicle Cost Overage/Extension -  
Five Chevrolet Tahoe 4WD Patrol  
Vehicles

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

**AGENDA DESCRIPTION:**

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

On May 5, 2015, the Board of Supervisors approved the cost of five (5) new Chevrolet Tahoe 4WD Patrol Vehicles for the Mono County Sheriff's Office. The approved not-to-exceed purchase amount was for \$320,000.00 from the Public Works Motor Pool Fund. The Sheriff's Office is requesting an extension to \$323,000.00 to complete insufficient inventory. The cost overage will be paid out of grant funding through the Sheriff's Office.

---

**RECOMMENDED ACTION:**

Approve the cost overage and extension for the five Chevrolet Tahoe 4WD Patrol Vehicles from the original approved not-to-exceed cost of \$320,000.00 to the extended cost of \$323,000.00. The cost overage will be paid out of grant funding through the Sheriff's Office.

---

**FISCAL IMPACT:**

The cost to complete the radio extenders for the five (5) new Patrol Units for the Mono County Sheriff's Office will cost \$7,197.98. This cost brings the total for these approved five vehicles to \$322,872.69. The Mono County Sheriff's Office has available grant funding to cover the overage cost of this request.

---

**CONTACT NAME:** Jennifer Hansen

**PHONE/EMAIL:** 760-932-5279 / jhansen@monosheriff.org

---

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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:**

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**MINUTE ORDER REQUESTED:**

YES  NO

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**ATTACHMENTS:**

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 [Vehicle Cost Extension Staff Report](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/5/2015 1:21 PM	County Administrative Office	Yes
8/5/2015 1:39 PM	County Counsel	Yes
8/5/2015 1:15 PM	Finance	Yes





**MONO COUNTY**  
**SHERIFF** 911

P.O. Box 616 • 49 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 • WWW.MONOSHERIFF.ORG

DATE: August 11, 2015  
TO: The Honorable Board of Supervisors  
FROM: Ingrid Braun, Sheriff-Coroner  
SUBJECT: Vehicle Cost Overage/Extension – Five Chevrolet Tahoe 4WD Patrol Vehicles

**RECOMMENDATION:**

Approve the cost overage and extension for the five Chevrolet Tahoe 4WD Patrol Vehicles from the original approved not-to-exceed cost of \$320,000.00 to the extended cost of \$323,000.00. The cost overage will be paid out of grant funding through the Sheriff’s Office.

**DISCUSSION:**

On May 5, 2015, the Board of Supervisors approved the cost of five (5) new Chevrolet Tahoe 4WD Patrol Vehicles for the Mono County Sheriff’s Office. The approved not-to-exceed purchase amount was for \$320,000.00 from the Public Works Motor Pool Fund.

When the cost for the five (5) new Patrol Units for the Mono County Sheriff’s Office was approved, the cost included the premise for sufficient inventory in the communications hardware from the prior radio maintenance contractor for the new vehicles. That premise was incorrect and there was insufficient inventory to complete the extender buildout. This purchase will fill the gap in our insufficient inventory. The cost to complete the radio extenders brings the cost of these vehicles above the approved not-to-exceed amount of \$320,000.00 to \$323,000.00.

**FINANCIAL IMPACT:**

UPFITTING	\$93,561.16
VEHICLES	\$196,084.55
VIDEO SYSTEM	\$26,028.00
EXTENDERS	\$7,198.98
<b>SUBTOTAL</b>	<b>\$322,872.69</b>
LESS GRANT FUNDING	\$5,780.00
<b>GRAND TOTAL</b>	<b>\$317,092.69</b>

The cost to complete radio extenders for the five (5) new Patrol Units for the Mono County Sheriff's Office will cost \$7,197.98. This cost brings the amount to \$322,872.69.

The Mono County Sheriff's Office has a small amount of funding available through our grants with the USDA National Forests, Humboldt-Toiyabe and Inyo National Forests. These grants cover drug enforcement and campground checks within the boundaries of these National Forests. Some of the grant funding may be used to pay for equipment that will be utilized to perform these services. This year, the Humboldt-Toiyabe grant provides us a total allocation of \$10,000.00. Forty nine percent (49%) of that funding, or \$4,900.00, may be used to purchase equipment per the grant guidance. The Inyo National Forest grant provides us a total allocation of \$13,000.00 of which \$880.00 may be used toward equipment per the grant guidance. The total between both grants will provide us with \$5,780.00 toward the purchase of the radio extenders.

Respectfully submitted,

Ingrid Braun  
Sheriff-Coroner



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**Departments:** Clerk of the Board

**TIME REQUIRED**

**SUBJECT** Larisa Craig Email Regarding  
Benton Camp Stats and Review

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Email from Larisa Craig to Supervisor Stump dated August 4, 2015 regarding Benton Camp stats and review.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall

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

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

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**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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[Craig Email](#)

**History**

Time	Who	Approval
8/5/2015 8:20 AM	Clerk of the Board	Yes

## Shannon Kendall

---

**To:** Fred Stump  
**Subject:** RE: Benton Camp Stats & Review

**From:** Larisa Craig [larisacraig28@gmail.com]  
**Sent:** Tuesday, August 4, 2015 4:59 PM  
**To:** Fred Stump  
**Subject:** Benton Camp Stats & Review

Hello Mr. Stump,

I apologize for the delay in writing you this letter, there has been many details in wrapping up the end of summer.

Here are some statistics and information on our camp.

- \*\*We hosted 73 kids from 12 different communities
- \*\*There were 13 from Benton and 9 of those were from the Reservation
- \*\*The Tribe gave to us a student worker liaison to help with relations between the camp and community
- \*\*The new WiFi capabilities helped us to save money on the camp picture because we were able to email
- \*\*The Community building facilities give us the opportunity to offer healthy meals and snacks to kids who are not given 3 square meals a day at home
- \*\*The Community building facilities are also used for cooking classes, arts & crafts, as well as, teaching the kids public speaking.
- \*\*The park is used for games and team building activities.

We are extremely thankful for the opportunity to have access to these facilities plus the support and help of Steve Worabel and the Mono County staff.

Sincerely,  
Larisa Craig

Camp Director

--

**Larisa Craig-Tuyishimire**  
Area Missionary  
P.O. Box 746 | Big Pine, CA | 93513  
Phone: 760-963-4351



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Law Library Board of Trustees  
Annual Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)  
Correspondence from the Law Library Board of Trustees outlining their annual report.

\*\*\*\*\*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Marshall Rudolph  
**PHONE/EMAIL:** x1707 / mrudolph@mono.ca.gov

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**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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[Law Library](#)

**History**


Time	Who	Approval
8/4/2015 3:42 PM	Clerk of the Board	Yes



## Mono County Law Library Board of Trustees

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

TO: Board of Supervisors

FROM:  Marshall Rudolph, President  
Law Library Board of Trustees

DATE: August 11, 2015

RE: Annual report by trustees

State law requires each board of law library trustees to make an annual report to the board of supervisors on or before August 15<sup>th</sup> of each year. The Mono County Law Library Board of Trustees met on May 8, 2015, to review the status of the law library. As explained more fully below, we came to the conclusion that County funding for the library can be substantially reduced while still serving current public needs.

The Board of Trustees wishes to acknowledge and thank Ana Danielson, the County Library Director. As you may know or recall, the Mono County Free Library (Library System) administers the law library under a contract with the County. Through that contract, a combination of online and traditional hard-copy legal resources are available in the library's Bridgeport and Mammoth branches, all staffed and managed as part of those libraries. We believe the contract has been very successful in providing accessible and free legal resources to the public. Enclosed is a summary report of the collection for 2013-14 prepared by Ms. Danielson for the Board's May 8<sup>th</sup> meeting (note: expenditure print outs provided are not enclosed). A summary report of the collection for 2014-15 would be the same.

The Board of Trustees learned some interesting information from Ms. Danielson regarding the usage and costs of current law library collection and services, including the following:

- The law library collection in general is very infrequently used
- The only hard copy legal resources that appear to receive regular usage are the self-help legal books (e.g., Nolo Press books)
- The Westlaw online research service is very seldom utilized but is quite expensive to provide; meanwhile, there are a variety of free websites (e.g., "findlaw.com") and other ways to do free and effective legal research (including simply using "Google")
- The annual amount paid by the County to the Free Library in recent years has not covered 100% of the associated costs, and the difference has been

simply absorbed by the Library System, which cannot afford to continue to subsidize the law library in these trying fiscal times.

Based on the foregoing, the Board of Trustees has concluded that the law library collection should be reduced to the self-help books that are actually used by the public, and the online subscription service through Westlaw should be discontinued because: (1) it is very costly yet isn't being used, and (2) it is now possible to do effective legal research using the free websites on the internet (available to all library patrons).

Ms. Danielson has proposed to provide and staff such a law library for \$4,500, comprised of \$4,000 for self-help books and \$500 for library staffing expenses. See attached Proposed Budget document. Staffing includes selecting, cataloging, and processing self-help books for libraries throughout the County (not just in Mammoth and Bridgeport). That proposed budget aligns with funding that the County receives from court filings that are earmarked for the law library. The Law Library Board of Trustees recommends such an approach and budget for 2015-16 (and has provided that information to the Finance Director for purposes of the County budget process).

If you have any questions or comments regarding the foregoing, please feel free to call me at (760) 924-1707.

Encl.

cc: Trustees  
Ana Danielson



**Mono County Law Library**  
**Annual Report Fiscal Year 2013-2014**

**Mono County Law Library Collection includes:**

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

**Mono County Law Library Services include:**

- ◆ **Access to Westlaw accounts for 2 users simultaneously at Bridgeport and Mammoth Lakes Libraries (including):**
  - Primary Law with KeyCite®: All —California (WestlawNext™);
  - All Federal Cases (WestlawNext™);
  - All State Case Law (WestlawNext™);
  - California Analytical Library (WestlawNext™);
  - Federal Materials — California (WestlawNext™);
- ◆ **Staff**
  - Respond to reference questions *when appropriate*
  - Provide access to West Law online subscription on dedicated Law Computer at Mammoth Lakes Library
  - Guide public to Law collection

**Additional Information:**

- ◆ The cost of West Law accounts has increased significantly in the last couple of years. The Library currently pays \$825 per month for the subscription.
- ◆ The cost of providing West's California Codes, California Legislative Service, Judicial Council forms and other West law books has increased significantly in the last couple of years. The Library currently pays \$476 per month for the subscription.
- ◆ Roughly 40 Nolo Press self-help law books were checked out from the Mono County Libraries.
- ◆ All Mono County Law Library materials have a property label indicating such and a specific law library barcode.
- ◆ On occasion the Law Library receives donations of single volumes of codes.

**Budget Report for all 2013-2014 Expenditures is Attached.**

**Mono County Law Library  
Proposed Budget B 2015-16**

*In an effort to reduce budget costs for both the Library System and the County this budget reflects the amount the County currently receives specifically for the Law Library.*

**Services include:**

- ◆ Staffing –select, catalogue and process self-help law books for Libraries throughout Mono County.

**Collection Budget Includes:**

- ◆ Self-help Books (new or revised editions)

**Budget to be Allocated as Follows:**

**Services:**

- ◆ Staff \$500

**Collection:**

- ◆ Nolo Press & Other Self-help Books \$4,000

**Total Funding Request \$4,500**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**Departments: Finance**

<b>TIME REQUIRED</b>	10 minutes (5 minute presentation; 5 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Joanne K. Werthwein
<b>SUBJECT</b>	Quarterly Investment Report		

**AGENDA DESCRIPTION:**

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

Quarterly Investment Report for Quarter Ended: June 30, 2015. Investment report and staff report will be presented at the meeting.

**RECOMMENDED ACTION:**

Review reports, provide feedback, and address questions

**FISCAL IMPACT:**

None

**CONTACT NAME:** Joanne K. Werthwein

**PHONE/EMAIL:** (760) 932-5487 / jwerthwein@mono.ca.gov

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YES  NO

**ATTACHMENTS:**

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No Attachments Available

**History**

Time

Who

Approval

8/5/2015 1:21 PM	County Administrative Office	Yes
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8/5/2015 1:34 PM	County Counsel	Yes
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8/5/2015 12:26 PM	Finance	Yes
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**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**Departments: Economic Development**

<b>TIME REQUIRED</b>	20 minutes (10 minute presentation; 10 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Alicia Vennos, Jeff Simpson, Liz Grans
<b>SUBJECT</b>	Tourism and Fisheries Update		

**AGENDA DESCRIPTION:**

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

Presentation by Mono County Economic Development staff primarily focusing on Tourism marketing highlights, initiatives and goals, as well as an update on Fisheries.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Alicia Vennos

**PHONE/EMAIL:** 760-924-1743 / [avennos@mono.ca.gov](mailto:avennos@mono.ca.gov)

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**History**

Time

Who

Approval

8/5/2015 8:46 AM	County Administrative Office	Yes
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8/3/2015 11:25 AM	County Counsel	Yes
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8/5/2015 12:13 PM	Finance	Yes
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**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**Departments: Economic Development**

<b>TIME REQUIRED</b>	15 minutes (10 minute presentation; 5 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Paul McFarland
<b>SUBJECT</b>	Friends of the Inyo Presentation		

**AGENDA DESCRIPTION:**

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

Presentation by Paul McFarland, Special Projects Manager with Friends of the Inyo regarding accomplishments of the Mono County Trails Work.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None at this time.

**CONTACT NAME:** Paul McFarland

**PHONE/EMAIL:** 760-873-6500 / paul@friendsoftheinyo.org

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
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32 DAYS PRECEDING THE BOARD MEETING***

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[Friends of the Inyo - Mono County Trails Accomplishments](#)

History

Time

Who

Approval

8/5/2015 8:45 AM

County Administrative Office

Yes

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8/5/2015 1:37 PM

County Counsel

Yes

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8/5/2015 12:00 PM

Finance

Yes

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**Friends of the Inyo**  
**Accomplishment Report**  
**Mono County Trails Work**  
7/13/15

In 2014-2015, Friends of the Inyo, in partnership with Mono County, the Inyo National Forest, the Humboldt-Toiyabe National Forest, and the June Lake Trails Committee, supported trails planning, community stewardship, and trail maintenance and improvements throughout Mono County.

Accomplishments include:

- Sixty-two volunteers worked on two public stewardship projects in Mono County communities providing \$6,506 worth of time maintaining trails and cleaning up popular recreation areas.
- Friends of the Inyo's Stewardship Crew completed 150 hours of professional trail maintenance.
- In 2015, work extended throughout Mono County to include trails near June Lake, Bridgeport, Walker, and Lee Vining.

**Narrative:** Over the course of 2014-2015 Friends of the Inyo's Stewardship staff coordinated with local partners, Mono County, and the US Forest Service to identify trail work projects throughout the County. The projects undertaken with funding from Mono County supported work on hiking and motorized trails near several communities and included two public volunteer stewardship days – a Mono Basin Clean Up Day and the 6<sup>th</sup> Annual June Lake Trails Day. June Lake Trails Day remains a popular tradition in the community with 48 volunteers providing 240 hours of service to projects along the Gull Lake, Fern/ Yost, and Reversed Peak Trails. In total, volunteers removed 200 lbs of trash, maintained more than three miles of trail, and installed nine signs to improve route finding for trail users including four markers delineating a section of the June Lake Triathlon route.

In the Mono Basin, fourteen volunteers joined the Friends of the Inyo Stewardship Crew to remove 500' of rusty barbed wire and approximately 5,000 invasive Mullein plants from Lee Vining Canyon. Following this successful project, the stewards continued upslope to complete trail and accessibility improvements along the Nunatak and Warren Fork Trails. The following week, the crew continued to work in Mono County with two days devoted to work on the Humboldt-Toiyabe National Forest. This is our first year working with the Humboldt-Toiyabe, and they were thrilled to have the support. The crew spent a day working above Blue Lake on the Virginia Lakes Trail repairing a dangerous, heavily eroded section of trail on a steep slope. The following day, they improved drainage, repaired water damage, and installed an informational kiosk on two motorized routes in the Sweetwaters. A detailed list of the work accomplished appears in the table below. A folder of photos from the projects is included as an attachment to this report.

In addition to projects funded by Mono County, Friends of the Inyo completed several additional projects to support trails in the County including repairing sections of the trail and planting willows around Convict Lake, removing illegal campfire rings on the East Fork of the Walker River, and supporting a Mono County Office of Education Summer Camp exploration and clean up along Lee Vining Creek.

Friends of the Inyo is pleased with the extent and quality of work completed with the support of Mono County this year. We are extremely grateful for the County's support of safe, sustainable trails and look forward to continue working together to ensure enjoyable outdoor experiences for residents and visitors.

## Mono County Stewardship Accomplishments

<b>Trail</b>	<b>Date of Work</b>	<b>Crew</b>	<b>Work Accomplished</b>	<b>Notes</b>
<b>Lee Vining Canyon</b>	6/18/15 – Mono Basin Clean Up Day	4 Stewards and 14 volunteers	Removed 500’ feet of rusty barbed wire from trails in Lee Vining Canyon as well as 5,000 invasive Mullein plants. Picked up a total of 275 lbs of trash including the barbed wire.	The Mono Basin Clean Up was scheduled on the Thursday before the Mono Basin Bird Chautauqua to reach both residents and visitors in Lee Vining.
<b>Nunatak Trail</b>	6/18 15	4 Stewards	Cleared duff and cut back encroaching branches along .5 mi of trail as well as a paved spur to the adjacent picnic area.	The Nunatak Trail is an ADA trail near Tioga Pass that offers an accessible nature experience for all ages and abilities.
<b>Warren Fork Trail</b>	6/18/15	4 Stewards	Light trail maintenance and campfire work. Removed ash and debris from four informal campfire rings and rebuilt the rings to facilitate smaller fires.	The Warren Fork Trail begins just above the 9,000’ marker on Highway 120/ the Tioga Pass Road. It begins as a moderate hike along the creek with great wildflowers in early summer.
<b>Virginia Lakes Trail</b>	6/24/15	3 Stewards	Repaired and rebuilt 30’ of eroded trail above Blue Lake. The rebuilt trail will improve safety and stop use of a narrow, hiker-created walk around.	A popular trail damaged by encroaching vegetation and flowing water creating a dangerous situation for hikers on a steep slope.

<p><b>Lobdell Lake Routes 32067 and 323115</b></p>	<p>6/25/2015</p>	<p>4 FOI Stewards</p>	<p>Rebuilt 3 road crossings on the Burcham Flat to Lobdell Lake Road. Restored creek flow and function and built new drainage structures to ensure driveability and mitigate a potential washout. Installed a Huboldt-Toiyabe National Forest information kiosk along route 323115 to educate users about the importance of staying on established routes to avoid damage to unique high alpine fell fields.</p>	<p>The road to Lobdell Lake explores the Sweetwater Range near the community of Walker. In places, the South Fork of Cottonwood Creek has been flowing down the road causing severe erosion and deep gullies. Routes in this area access stunning high alpine plateaus, which are home to several endemic wildflowers.</p>
<p><b>Fern/ Yost Trail</b></p>	<p>June Lake Trails Day 6/27/15</p>	<p>3 Stewards</p>	<p>Removed two fallen trees interrupting hiker access.</p>	<p>The Fern/ Yost Trail is a highly popular hike accessed from a trailhead along Highway 158 or from June Mountain.</p>
<p><b>Gull Lake Trail</b></p>	<p>June Lake Trails Day 6/27/15</p>	<p>Stewards and volunteers</p>	<p>Installed 3 wayfinding signs and restored 300' of social trail damaging the meadow. Also picked up approximately 200lbs of trash from the trail and around the Community Center.</p>	<p>A community developed project, the Gull Lake Trail is a popular, family friendly trail around Gull Lake. Established in 2011, the trail is maintained primarily through community stewardship.</p>

<b>Reversed Peak Trail</b>	June Lake Trails Day 6/27/15	Stewards and volunteers	Brushed 3 miles of trail and installed 6 wayfinding signs to improve the visitor experience. 4 signs included special placards delineating the route as part of the June Lake Triathlon.	A popular, though previously unmarked trail in the June Lake Loop. New signage will improve wayfinding and access from the private land boundary along the Inyo National Forest trail.
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**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**Departments: Information Technology**

<b>TIME REQUIRED</b>	15 minutes (5 minute presentation; 10 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Nate Greenberg
<b>SUBJECT</b>	Overview of Verizon-Frontier Transfer and Upcoming Public Participation Hearing		

**AGENDA DESCRIPTION:**

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

On February 5th, 2015, Frontier Communications announced its agreement to acquire Verizon wireline operations in California, Florida, and Texas. The Joint Application that is being considered identifies the "Transferred Business" as the following: Providing, marketing, and selling Incumbent Local Exchange Carrier (ILEC) and video services Originating Central Office voice switched long-distance services The provision of Verizon Online LLC for dial-up, Digital Subscriber Line (DSL), and dedicated Internet services (including FiOS) The sale, installation, and related maintenance of customer premise equipment (including 911 related CPE) for all ILEC customers Mono County wants the 'best available service' for our constituents and encourages the California Public Utilities Commission to require certain associated conditions on Verizon and Frontier to ensure that the major issues and concerns are addressed. This item will provide an overview of the transfer and review some of the key points which should be presented to the Commission during the upcoming Public Participation Hearing on August 21st in Mammoth Lakes.

**RECOMMENDED ACTION:**

Information item. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Nate Greenberg

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

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YES  NO

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## ATTACHMENTS:

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 [Staff Report](#)

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 [Primary Talking Points for Public Participation Hearing](#)

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### History

Time	Who	Approval
8/5/2015 8:46 AM	County Administrative Office	Yes
8/5/2015 9:48 AM	County Counsel	Yes
8/5/2015 12:25 PM	Finance	Yes

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**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

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

Nate Greenberg  
*Information Technology Director*

August 11, 2015

**To** Honorable Board of Supervisors  
**From** Nate Greenberg, Information Technology Director  
**Subject** Acquisition of Verizon by Frontier Communications

**Recommendation**

Information item only.

**Discussion**

On February 5th, 2015, Frontier Communications announced its agreement to acquire Verizon wireline operations in California, Florida, and Texas. On March 18th, 2015, Frontier and Verizon filed a Joint Application before the California Public Utilities Commission (CPUC) for approval of a change of control. The total cost of the acquisition is currently expected to be \$10.54b and the deal is expected to close in the first half of 2016. In total, approximately two million voice service access lines would be transferred in California alone.

The Joint Application that is being considered identifies the "Transferred Business" as the following:

- Providing, marketing, and selling Incumbent Local Exchange Carrier (ILEC) and video services
- Originating Central Office voice switched long-distance services
- The provision of Verizon Online LLC for dial-up, Digital Subscriber Line (DSL), and dedicated Internet services (including FiOS)
- The sale, installation, and related maintenance of customer premise equipment (including 911 related CPE) for all ILEC customers

Frontier and Verizon have non-overlapping ILEC territories (and only a few adjacent ones, such as where Frontier provides service in the northern portion of Mono County). As a result the two carriers do not compete in any of the affected exchange areas, nor did Frontier have any pre-existing plans to enter the Verizon territory as a competitor.

Frontier describes its business as "the largest communications company providing services mainly to rural areas and small and medium-sized towns and cities in the United States" with a mission of being "the leader in providing communications services to residential and business customers in our markets." This would be Frontier's third major acquisition since 2010 which currently operates approximately 3.9m access lines throughout 14 states. The proposed transaction would add another 3.7m lines to their holding, roughly doubling the size of their company's assets. This is by far the largest attempted absorption of assets in Frontier's history. The actual numbers associated with the transfer are indicated below:

Asset Type	Current Holdings	Verizon Acquisition	Post Transaction	% Increase
<b>Voice Connections</b>	3,876,000	3,708,000	7,584,000	96%
<b>Broadband Connections</b>	2,368,000	2,192,000	4,560,000	93%
<b>Video Connections</b>	611,000	1,181,000	1,792,000	193%
<b>Fiber Availability : Homes Passed</b>	8,536,000	6,059,000	14,586,000	71%
<b>Employees</b>	17,400	11,000	28,400	63%
<b>Revenue (in billions)</b>	\$5.87	\$5.78	\$11.66	98%

Locally (and regionally), the transfer has the potential of benefitting our communities and constituents, since (based on a limited amount of experience in northern Mono County) Frontier has appeared to be a willing and engaged provider, particularly in areas where Verizon has not. However, the transfer does come with a certain amount of risk and uncertainty, which includes, but is by no means limited to:

- Frontier's ability to successfully integrate Verizon operations and technology due to complexity and size of acquired business
- Frontier's ability to realize anticipated cost savings to sustain operation and make improvements
- The sufficiency of acquired assets relative to the cash flow necessary to operate the business
- The ability to effectively manage service quality and meet mandated service quality metrics
- Frontier being left to deal with the 'aftermath' including an aging Verizon network with little operating capital

Between the time that the agreement is signed and the deal is closed (expected to be about a year), Verizon will remain responsible for daily operations and overall control of the network. Once closed, however, any additional costs incurred to fulfill obligations from the regulatory review (and resulting imposed requirements to change or upgrade infrastructure) would be borne exclusively by Frontier.

For Mono County, this may be significant, as it is clearly known that several significant issues exist with the current Verizon wireline network. In recent years, the County has witnessed:

- Interruptions in service to the 911 Public Safety Answering Point (PSAP) in Bridgeport due to severed backhaul and lack of redundancy
- Interruptions in service for business and residential landline and DSL customers due to severed backhaul and lack of redundancy
- Adverse exposure for data and voice transport lines (with high consequence) to natural disasters in both ends of the County
- Lack of willingness to comply with State law and demands to provide Internet service to the communities of Crowley Lake and Swall Meadows
- Overall lack of interest to expand DSL service offering footprint or upgrade any part of the market to FiOS
- Lack of compliance with State law (particularly Section 320) or respect for Scenic Highway designation

This sale does not impact nor include any aspects of Verizon Wireless or the products and services which they offer. However, it does raise the important question about the long-standing gridlock which has existed over the backhaul network to these sites which previously only Verizon could/would provide and is critically vulnerable in our region. It also raises the question about how Frontier will look at the deployment of broadband within our communities.

Over the last several years, providers have made a significant push to move away from delivering telephony solutions over traditional copper-based time-division multiplexing (TDM) service, as most of this infrastructure is aged and costly to maintain. In its place, solutions dependent on broadband Internet, such as Voice Over Internet Protocol (VoIP) have emerged as commonplace. What this means for Mono County - where plain old telephone service is at times questionable, and last-mile broadband service is still not ubiquitous – is unclear.

While Frontier may have previously been interested and motivated to improve service and provide additional service (such as DSL) to the communities of Mono County, it is prudent to question their ongoing ability and willingness given the magnitude of this transfer.

As part of the process of ruling on the transfer, the CPUC is holding a series of Public Participation Hearings. The local hearing will be on August 21<sup>st</sup>, 2015 at 4pm in the Town of Mammoth Lakes Council Chambers. Both staff and elected officials from Mono County and the Town of Mammoth Lakes have agreed to be present at this hearing to ensure that the Commission hears the concerns and desires of our local agencies and constituents.

#### **Fiscal Impact**

None.



# PRIMARY TALKING POINTS

## Verizon-Frontier Transfer - Public Participation Hearing

August 21, 2015

### Overriding Considerations & General Concerns

1. Some of our communities have poor landline phone service (eg. Paradise and Swall Meadows) due to aging infrastructure. The phone trunk into the community of Paradise is copper based (rather than fiber) which impacts call quality. Coupled with damage to some of twisted pair copper to homes, residents experience disruption of phone service in times of in climate weather.
2. It is unclear if any of the local issues that the County or its constituents have expressed to Verizon or the Commission have risen to the level of a work order within Verizon's system. The status of all work orders should be clearly communicated to Mono County, and completed prior to the close of the transaction.
3. It does not appear that Frontier has fully acquainted itself with the condition and extent of Verizon's network. In a market such as ours, this could have significant cost impacts with regard to handling of service quality issues and impact the overall LOS for our customers. Again, required repairs impacting service should be completed before the transaction is complete in order to ensure that Verizon is held accountable for service requests and repair needs.
4. What will Frontier's Service Level Agreement and commitment to investigate and resolve service issues in both voice and data service?
5. An escrow fund should be established to support work that is required to repair or improve service quality issues left over by Verizon.
6. Given the overall expense and seeming lack of desire to support copper-based TDM infrastructure (which is prevalent throughout the Eastern Sierra), what is Frontier's approach for ensuring that service quality will not decrease and that access to modern and competitive services will increase?
7. Frontier should be required to maintain the existing rate structure for voice and data services for a period of at least five years. Rates for broadband services across all California markets should be standardized (rather than retaining the current two-tier model).
8. Customers should be able to take a fresh look at their calling and broadband rate plans and be able to downgrade or modify without penalty.

### Public Safety Considerations and Concerns

9. Route redundancy for the Eastern Sierra is of critical importance. Almost every year Verizon's backhaul into Inyo and Mono Counties gets severed by construction or other inadvertent means, taking down 911, phones, and Internet. Verizon should be required to establish a redundant route to the north by leveraging the Digital 395 network and ensure stability of our services prior to transferring the network to Frontier.
10. Over 9,000' of above ground fiber was destroyed during the Round Fire (February 5, 2015) which brought down 911, the Verizon Wireless network, DSL, and many land lines. It was not until Verizon spliced into Digital 395 that service was restored. Once the 9,000' was repaired (with new overhead fiber) the splice was broken and network returned to original vulnerable state.
11. All Verizon Central Office locations throughout the region should be hardened and made resilient to natural disasters to provide communications during times of emergency.
12. Frontier needs to ensure that the service quality and 911 implications for existing and newly acquired customers is smooth and call handling seamless.
13. Frontier needs to work with Mono County to ensure that our PSAP is prepared and able to handle the transfer of 911 to a new service provider?
14. Frontier needs to provide software, training, and customer support to the County for the management of 911 related information (addresses and Master Street Address Guide).

## **Broadband**

15. All of our communities are served by Verizon for landline phones, but most lack wireline broadband offerings. Frontier should provide affordable broadband to homes so children can do their Internet-required homework and compete with their peers.
16. There is an important need for broadband at home, providing access to telemedicine (connecting to doctors and health clinics) and allowing them to get important health information via the Internet.
17. A lack of high-speed broadband has hindered business in this region. When Verizon lines go down, businesses who rely on them for broadband grind to a halt as they cannot process credit cards, etc. While Digital 395 provides unlimited backhaul, Verizon is not adopting it and hampering business use.
18. Despite the CPUC requiring Verizon to provide DSL service to the communities of Crowley Lake and Swall Meadows (T-17330 and T-17350) they have been reluctant to do so and have not provided ubiquitous service within these communities.
19. Broadband deployment should be a priority. While Frontier asserts that it is aggressively pursuing the expansion of broadband availability is a priority, the Commission should make specific deployment requirements as a condition of approval.
20. Frontier should continue to deploy broadband to an additional 110k households per year until all houses are served.
21. Frontier should be required to offer broadband at a rate of \$10/month for any low income person who is eligible for Lifeline service or making less than \$30k annually. The discounted plan should be on-par with the basic service offerings which cost the average household \$30-\$60/mo.
22. CPUC should generally consider the review and regulation of broadband. Broadband is increasingly becoming commonplace and in many location replacing standard POTS voice service with VOIP. If the Commission intends to protect consumers and ensure service adequacy, this is an important point.
23. Since CAF/CASF is the only method by which Frontier (or Verizon) may be held accountable for service quality and deployment, and not all broadband deployments are funded via this manner, the CPUC should require Frontier to make specific measurable improvements to broadband service, including quality and penetration with dates.
24. Coordinate with the Commission to ensure that Frontier's investments in the communities that are the least served.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 11, 2015

**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, and Lynda Salcido. 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: /**

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<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/15/2015 8:33 AM	County Administrative Office	Yes
8/3/2015 11:17 AM	County Counsel	Yes
7/28/2015 6:17 PM	Finance	Yes



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**REGULAR AGENDA REQUEST**

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**MEETING DATE** August 11, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Conference with Legal Counsel

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Luman v. Mono County Personnel Appeals Board et al..

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Marshall Rudolph

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

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8/5/2015 8:45 AM	County Administrative Office	Yes
8/3/2015 11:17 AM	County Counsel	Yes





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**MEETING DATE** August 11, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Conference with Legal Counsel

**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: Deputy Sheriff.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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8/6/2015 7:17 AM	County Administrative Office	Yes
8/6/2015 7:17 AM	County Counsel	Yes
8/6/2015 7:17 AM	Finance	Yes

