



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

### Regular Meeting November 5, 2019

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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 Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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). 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 <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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. **RECOGNITIONS - NONE**

3. **COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

4. **DEPARTMENT/COMMISSION REPORTS**

5. **CONSENT AGENDA**

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

**A. Board Minutes**

Departments: Clerk of the Board

Approval of the minutes of the regular Board of Supervisors meeting on October 1, 2019.

**Recommended Action:** Approve the minutes of the regular Board of Supervisors meeting on October 1, 2019.

**Fiscal Impact:** None.

**B. Board Minutes**

Departments: Clerk of the Board

Approval of the minutes of the regular Board of Supervisors meeting on October 8, 2019.

**Recommended Action:** Approve the minutes of the regular Board of Supervisors meeting on October 8, 2019.

**Fiscal Impact:** None.

**C. Approve Transfer from General Fund Contingency for Mammoth Lakes Fire Safe Council**

Departments: Finance

Approve transfer from General Fund (GF) Contingency account in the amount of \$30,425 to satisfy Mono County's funding gap commitment to Mammoth Lakes Fire Safe Council (MLFSC) in support of the Lakes Basin Fuel Reduction Project (requires 4/5ths approval of the Board).

**Recommended Action:** Approve transfer of \$30,425 from GF Contingency to GF Contributions and Transfers.

**Fiscal Impact:** No change in total appropriations or the adopted budget deficit of \$3 million in the GF for FY 2019-2020. Approval of this item reduces the contingency balance to \$344,125.

**D. Performance Contract between California Department of Healthcare Services and Mono County Behavioral Health**

Departments: Behavioral Health

Amended Performance Contract with California Department of Healthcare Services (DHCS) adjusting performance standards.

**Recommended Action:** Approve and authorize Director of Behavioral Health Robin Roberts to sign amended Performance Contract.

**Fiscal Impact:** No fiscal impact.

**E. Voting System Replacement Grant**

Departments: Elections

The Secretary of State is offering a Voting System Replacement Grant Amendment with state funds to reimburse the county for voting system replacement activities. This grant is an amendment of a previously approved grant, for an additional available amount of \$122,036.30.

**Recommended Action:** 1. Approve and authorize the Mono County Clerk-Recorder-Registrar to sign Agreement #18G30126 AMDT. #01 (Voting System Replacement) with the California Secretary of State for receipt of up to \$116,000 to be used to offset the cost of election equipment and \$6,036.30 to be used to offset costs of election management system replacement. 2. Increase appropriations by \$122,036.30, offset by grant revenues of \$122,036.30. Requires a 4/5ths vote.

**Fiscal Impact:** The Elections Department will realize unanticipated revenues of up to \$122,036.30 in grant funded reimbursement with no match required from county funds.

**F. Approved Increase in Appropriations to the Lone Pine Interagency Visitor's Center**

Departments: Finance

The Eastern Sierra Visitor Center in Lone Pine, CA is a multi-partner funded center, which includes Mono County. Mono County contributed \$5,000 Funds are provided to it every year. This item is a request for a one-time additional payment to the center in order to extend its operating hours through the end of November.

**Recommended Action:** Approve increase of \$2,400 in Geothermal Royalties Fund to make a one-time payment to the Interagency Visitor's Center in Lone Pine for extending the center's operating hours through the end of November 2019

(requires 4/5ths vote).

**Fiscal Impact:** This item increases Geothermal Royalty 2019-20 spending to \$122,400, funded by \$88,000 of anticipated royalty revenues and \$34,400 from carryover balance. Carryover balance, assuming this item is approved, is projected to be \$258,000 at June 30, 2020.

**G. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 9/30/2019.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 9/30/2019.

**Fiscal Impact:** None

**H. Quarterly Investment Report**

Departments: Finance

Investment Report for the Quarter ending 9/30/2019.

**Recommended Action:** Approve the Investment Report for the Quarter ending 9/30/2019.

**Fiscal Impact:** None

**I. Amendment to the Voting System Agreement with Dominion Voting Systems**

Departments: Elections

An amendment to an existing agreement with Dominion Voting Systems, Inc. to update the scope of purchase under the original agreement to include the ImageCast Remote UOCAVA/RAVBM (Uniformed and Overseas Citizens Absentee Voting Act/Remote Access Vote-By-Mail System).

**Recommended Action:** Approve County entry into proposed Agreement and First Amendment to the Voting System Agreement by and between Dominion Voting Systems, Inc and Mono County, and authorize County Administrative Officer to execute said contract on behalf of the County.

**Fiscal Impact:** No net fiscal impact to the general fund. The increased spending of \$3,500 is paid for with grant funding and is included in the 2019-20 amended budget.

**6. CORRESPONDENCE RECEIVED**

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

item of correspondence listed on the agenda.

**A. Inyo - Mono 4-H Road Runner Newsletter Fall 2019**

The Inyo-Mono 4-H Road Runner Newsletter for Fall 2019.

**B. Temporary Urgency Change (TPUC) of Licenses for LADWP**

Two documents that were shared with the Board of Supervisors regarding Rush, Lee Vining, Parker, and Walker Creeks: Notice of Petitions for Renewal of Temporary Urgency Change for Licenses 10191 and 10192 (Applications 8042 and 8043) of the City of Los Angeles, Department of Water and Power (LADWP); Order Approving Petitions for Renewal of Temporary Urgency Change of Licenses 10191 and 10192 (Applications 8042 and 8043) of the City of Los Angeles, Department of Water and Power

**C. Application for Alcoholic Beverage License - Mammoth Brewing Company**

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Mammoth Beers, LLC, doing business as Mammoth Brewing Company, in Mammoth Lakes, CA.

**D. FERC Environmental Inspection Follow-Up Items**

A letter from the Federal Energy Regulatory Commission (FERC) to Wayne Allen, Principal Manager of Southern California Edison (SCE) in response to his May 29, June 12, and August 21, 2019 letters regarding the status of various follow-up items from the Commission's August 20-22, 2018 environmental inspection of the Lee Vining, Lundy, and Bishop Creek Projects.

**E. Inyo National Forest Record of Decision Notice**

A letter stating that the signed Record of Decision for the Inyo National Forest land management plan and associated final environmental impact statement is now available on the Forest's public website:  
<https://www.fs.usda.gov/main/inyo/landmanagement/planning>.

**7. REGULAR AGENDA - MORNING**

**A. Trout Unlimited Presentation**

Departments: Board of Supervisors

20 minutes (15 minute presentation, 5 minute discussion)

(Lia Webb, Project Manager) - Presentation from CalTrout on the June Mountain Fuels Reduction project, a restoration project to remove dying trees across 518 acres of National Forest System lands over five years. CalTrout is pursuing additional funding to accomplish this, and intends to leverage funds to implement further scientific research to measure long-term ecosystem changes and determine

best alternatives for biomass utilization.

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

**Fiscal Impact:** None.

**B. Public Hearing: General Plan Amendment (GPA) 19-03 Housing Element Update Adoption**

Departments: Community Development

PUBLIC HEARING: 9:30 AM (15 minutes)

(Bentley Regehr) - Adoption of the 2019-2027 Mono County Housing Element, with final edits from the California Department of Housing and Community Development (HCD).

**Recommended Action:** 1. Conduct a public hearing on GPA 19-03, receive any additional public comments, deliberate the project, and make any desired modifications. 2. Following the public hearing and project deliberations, approve Resolution 19-\_\_ making the required findings, certifying the Addendum, and adopting General Plan Amendment 19-03. 3. Provide any additional direction to staff.

**Fiscal Impact:** No fiscal impact at this time.

**C. Tourism Business Improvement District (TBID) Workshop**

Departments: Economic Development

45 minutes

(Nichole Farley, Civitas) - Presentation by Nichole Farley, Director of Business Development and Client Engagement with Civitas regarding the Tourism Business Improvement District program and parameters.

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

**Fiscal Impact:** None at this time. Ms. Farley will provide information regarding fees/set-up costs to form a TBID program.

**D. Employment Agreement with Sarah Gillespie**

Departments: District Attorney

5 minutes

(Tim Kendall, District Attorney) - Employment agreement with Sarah Gillespie for the position of Operations and Programming Supervisor.

**Recommended Action:** Approve Resolution R19-\_\_, Approving an employment agreement with Sarah Gillespie for the position of Mono County Operations and Programming Supervisor.

**Fiscal Impact:** The proposed salary is \$79,169. If filled, the remaining FY 2019-2020 is \$59,378 which \$50,378 is funded by the Victim/Witness Grant and \$9,000 to be funded by the District Attorney's CalMet Budget. Additional PER's contribution is \$7,512 per year. Remaining FY 2019-2020 PER's increase of \$5,634 will be funded by the District Attorney's CalMet Budget. There is no General Fund Impact.

**E. Employment Agreement with Kevin Julian**

Departments: Public Works

5 minutes

(Tony Dublino, Director of Public Works) - Proposed resolution approving a contract with Kevin Julian as Road Operations Superintendent, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution #R19-\_\_\_, Approving a contract with Kevin Julian as Road Operations Superintendent, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Total Cost of position for remainder of FY 19/20 is \$101,021, of which \$66,696 is salary and \$34,325 is benefits. Total cost for a full year is \$151,501 of which \$100,044 is salary and \$51,457 is benefits. The position has been budgeted in the 19/20 Fiscal Year, although at a lower annual salary of \$83,044. The position has been vacant for 4 months, which will make up the difference.

**F. Civic Center Update**

Departments: Public Works

20 minutes

(Tony Dublino, Director of Public Works) - Update on the County's Civic Center project at 96 Thompson Way.

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

**Fiscal Impact:** None.

**G. Request for Waiver of Encroachment Permit Fees**

Departments: Public Works

5 minutes

(Tony Dublino, Director of Public Works) - Request for waiver of encroachment permit fee for manufactured home at 2125 Eastside Lane in Coleville, providing safe and compliant housing for Benton tribal member to replace substandard housing previously located on property.

**Recommended Action:** Approve waiver of Encroachment Permit fee of \$528.

**Fiscal Impact:** If waiver is approved, \$528 in fee revenue would be lost.

**H. Participation in CPUC Proceedings Regarding Public Safety Power Outages**

Departments: County Counsel

15 minutes

(Stacey Simon) - Opportunities for participation in California Public Utility Commission (CPUC) rulemaking proceedings related to electrical de-energization (PSPS).

**Recommended Action:** Presentation regarding County's options for participation in ongoing rulemaking of the California Public Utilities Commission (CPUC) related to electrical de-energization (PSPS) in California and/or in related processes. Potential options are include in the staff report.

**Fiscal Impact:** Depends on option selected, ranging from \$10,000 to \$40,000, exclusive of staff time. See staff report for specifics. This amount is not included in the FY 2019-20 budget.

**8. 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.)

**9. CLOSED SESSION**

**A. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Steve Barwick, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. 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 - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono and Sierra Club v. City of Los Angeles, et al.* (Alameda Superior Court Case no.: RG18923377)

**C. Closed Session - Existing Litigation**



CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Michael Hallum v. Mono County (Mono County Superior Court Case No. CV170086).

**D. Closed Session - Public Employment**

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

**E. Closed Session - Exposure to Litigation**

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

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

**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. REGULAR AGENDA - AFTERNOON**

**A. Public Hearing: Proposed Ordinance Extending the Temporary Moratorium on Industrial Hemp Cultivation within the Unincorporated Areas of Mono County**

Departments: Community Development - Planning

PUBLIC HEARING: 1:00 PM (10 minutes)

(Michael Draper) - Public hearing pursuant to Government Code section 65858(a) regarding adoption of proposed urgency ordinance extending the temporary moratorium prohibiting cultivation of industrial hemp within the unincorporated areas of Mono County.

**Recommended Action:** Conduct public hearing. Consider and potentially adopt proposed ordinance No. ORD19-\_\_\_\_, extending the temporary moratorium prohibiting cultivation of industrial hemp in the unincorporated areas of Mono County established by Mono County Ordinance No. ORD18-14. Ordinance will be effective immediately. Provide any desired direction to staff.

**Fiscal Impact:** None.

**12. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Approval of the minutes of the regular Board of Supervisors meeting on October 1, 2019.

**RECOMMENDED ACTION:**

Approve the minutes of the regular Board of Supervisors meeting on October 1, 2019.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">10-1-19 DRAFT minutes</a>
<a href="#">10-1-19 DRAFT minutes</a>

**History**

Time	Who	Approval
10/23/2019 8:43 AM	County Administrative Office	Yes
10/22/2019 5:14 PM	County Counsel	Yes
10/29/2019 2:57 PM	Finance	Yes





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

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

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

**Regular Meeting  
October 1, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-219 – M19-229</b>
<b>Resolutions</b>	<b>R19-69 Not Used</b>
<b>Ordinance</b>	<b>ORD19-07 Not Used</b>

9:09 AM Meeting called to Order by Chair Peters.

*Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump.  
Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Gardner.

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

No one spoke.

**2. RECOGNITIONS**

**A. Domestic Abuse Awareness Month**

Departments: Clerk of the Board

(Matthew O'Connor, Wild Iris Director) - Proclamation designating October 2019 as Domestic Violence Awareness Month.

**Action:** Approve Proclamation designating October 2019 as Domestic Violence Awareness Month.

**Note:**

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

**Corless moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M19-219**

**Caitlin Rea:**

- Read the first part of the proclamation.
- Are able to counsel by phone, visit people in rural areas, or even provide safe shelter in extreme situations.
- Provide free domestic and sexual violence training.

**Matthew O'Connor, Director:**

- Continued reading the proclamation.
- Under the CASA program, always in need of volunteers. Can onboard as fast as people are interested.
- <https://wild-iris.org/>.

**B. National Breast Cancer Awareness Month Proclamation**

Departments: Clerk of the Board

(ESCA Staff) - Presentation from the Eastern Sierra Cancer Alliance (ESCA).

**Action:** Approve proclamation declaring October 18, 2019 Community Pink Day in Mono County.

**Kreitz moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M19-220**

- **Rose Graves, ESCA Board Member:**
- Introduced the item with a brief summary, and other presenters:
- Dr. Kevin Flanigan, CEO Northern Inyo Healthcare District
- Cheryl Underhill, ESCA Vice President
- Rachel Kellemeyn, FNP Medical Provider, Toiyabe Indian Health Clinic
- Margee Neer, Public Health Director, Toiyabe Indian Health Clinic

**Supervisor Peters:**

- Read proclamation.

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

**Steve Barwick, CAO:**

- Attended RCRC Annual Meeting in Tahoe.
- Toured solid wastes facilities in Mono County with Tony Dublino, Public Works Director.

**4. DEPARTMENT/COMMISSION REPORTS**

**Karin Humiston, Probation Chief:**

- Update on Community Corrections Partnership.
- April 1, 2020 goal to have report done.

**Chad Senior, Public Works:**

**Note:**

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- Road projects updated. Eastside Lane – will be scheduled for the Spring. Hackney Road – same contractor as Eastside Lane, will be started in Fall. South Landing Road will also be completed in Fall. Benton Crossing and Mono City are complete.

**Wendy Sugimura, Community Development Director:**

- A meeting tomorrow to discuss the Inyo National Forest final plan.
- Bi-state sage grouse listing has been delayed by six months.
- Short-term Rental (STR) activity permits and Cannabis Operations Permits renewal period. The two cannabis permits have been renewed. STR – 4 have been renewed, three pending compliance, including paving driveways, the department will need to deny permits for not meeting conditions.

**Nate Greenberg, IT Director:**

- Public Safety Power Shutoff update. Have a series of meetings with SCE and Inyo Mono PIO group.

## 5. CONSENT AGENDA

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

### A. Board Minutes

Departments: Clerk of the Board

Approval of minutes of the regular meeting of September 3, 2019.

**Action:** Approve minutes of the regular meeting of September 3, 2019.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-221**

### B. Board Minutes

Departments: Clerk of the Board

Approval of minutes of the regular meeting of September 10, 2019.

**Action:** Approve minutes of the regular meeting of September 10, 2019.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-222**

### C. Board Minutes

Departments: Clerk of the Board

Approval of minutes of the regular meeting held on September 17, 2019.

**Action:** Approve minutes of the regular meeting held on September 17, 2019, as amended.

**Note:**

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

**Corless moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M19-223**

**Supervisor Corless:**

- Page 8, Item A: Corrected name spelling to Jolie Varela, founder of Indigenous Women Hike.

#### **D. Board Minutes**

Departments: Clerk of the Board

Approval of minutes of the special meeting of September 18, 2019.

**Action:** Approve the minutes of the special meeting of September 18, 2019.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-224**

#### **E. Appointment to First 5 Mono County Children and Families Commission**

Departments: First 5

Request for Board of Supervisors to appoint Michelle Raust to the First 5 Mono County Children and Families Commission.

**Action:** Appoint Michelle Raust to the First 5 Mono County Children and Families Commission on October 1, 2019 to September 30, 2022. Ms. Raust will serve as a person responsible for the management of the following county functions: children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-225**

#### **F. Appointments to the Wheeler Crest Design Review Committee**

Departments: Community Development - Planning

(Kelly Karl) - Reappoint two expired members to the Wheeler Crest Design Review Committee, which reviews architectural design of building permit applications in the Swall Meadows area.

**Action:** Reappoint two existing members, Judy Beard and Bob Weiland, to the Wheeler Crest Design Review Committee for terms expiring October 2021, as recommended by Supervisor Stump.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**Note:**

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



**M19-226**

**G. Appointment to Lee Vining Fire Protection District**

Departments: Clerk of the Board

A vacancy was created on the Lee Vining Fire Protection District Board with the resignation of a commissioner. The Board of Fire Commissioners did not make a replacement appointment as provided by law within 60 days. In the absence of an appointment by the District, the Board of Supervisors may make the appointment.

**Action:** Appoint Dulce Pascetti to the Lee Vining Fire Protection District Board, term to expire November 30, 2020.

**Stump moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M19-227**

**Supervisor Stump:**

- The only one with a Board of three. Wants to note that we should perhaps encourage them to find two more board members.

**Stacey Simon, County Counsel:**

- Within 60 days of a vacancy, a special district has the authority to appoint its own Board members. A letter was sent to all special districts letting them know that they have this power and authority; continuing to do outreach.

**H. Out-of-State Travel Authorization for NACo Rural Action Caucus**

Departments: Board of Supervisors

Out-of-state travel request for Supervisor Jennifer Kreitz to attend the National Association of Counties (NACo) Rural Action Caucus (RAC) in Lake Placid, NY on October 10 - 12, 2019. Mono County has been selected by NACo and their partners at the *County Health Rankings & Roadmaps* program to participate in the 2019/2020 Rural Impact County Challenge Action Learning Cohort, which will kick off in person at the RAC.

**Action:** Approve out-of-state travel request for Supervisor Jennifer Kreitz to attend the NACo RAC October 10 - 12, 2019, in Lake Placid, NY.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-228**

**6. CORRESPONDENCE RECEIVED**

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

**Note:**

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may discuss, any item of correspondence listed on the agenda.

*The Board acknowledged receipt of the correspondence.*

#### **A. Inyo National Forest Land Management Plan Update**

A letter from Inyo National Forest Supervisor Tammy Randall-Parker advising that the final Environmental Impact Statement (EIS) will be published in the Federal Register, expected to run on September 20, 2019. An open house to share information about the land management plan will be on October 2, 2019, 5:00 - 6:30 P.M at Cerro Coso Community College in Bishop, CA.

#### **B. Letter from Sharon and Malcolm Clark**

A thank you note from Sharon and Malcolm Clark for the assistance they received from Jacinda Croissant and the Public Health department.

**Supervisor Kreitz:**

- Thinks that it's great that people take the time to thank Mono County Staff.

#### **C. Proposal to Establish Special Use Airspace in Bridgeport**

The Federal Aviation Administration (FAA) is considering a proposal by the United States Marine Corps (USMC) to establish the Walker High and Low Military Operations Areas (MOA) in the eastern central California and western central Nevada areas, to support mountain training exercises conducted at the Marine Corps Mountain Warfare Training Center (MCMWTC).

**Supervisor Corless:**

- Letting colleagues know that she is going to send a comment thanking the MWTC for their partnership, but asking that they remember the wilderness quality around here.

**Supervisor Peters:**

- Made the suggestion that the MWTC flight coordinator do a presentation on what all of this means.
- Not restricting any other planes. It is to heighten awareness of when they are doing trainings. Narrow window when this comes into play.

#### **D. Inyo-Mono Intergrated Regional Water Management (IRWM) Program Comment Letter for the Governor's Water Resilience Portfolio**

The Inyo-Mono IRWM held multiple listening sessions in order gather comments throughout the region from multiple efforts in order to compile them into this one coordinated letter to the director of the Governor's Water Portfolio Program in support of the Governor's Water Resilience Portfolio with the discussion of overarching themes.

**Note:**

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

**Supervisor Stump:**

- Not many people are aware of the Governor's order for a Water Resilience Portfolio.

**Jason Canger:**

- This is a letter in draft form. Holly has finalized a letter and submitted it on behalf of the IRWM to the governor. This is the first comment period.

*Break: 10:15 AM*

*Reconvene: 10:26 AM*

## 7. REGULAR AGENDA - MORNING

### A. Letter of support for the June Lake Loop Active Transportation Plan

Departments: Community Development - Planning

(Kelly Karl) - Letter of support for a Caltrans Sustainable Transportation Planning: Sustainable Communities Grant application to develop a bicycle and multi-modal improvement plan for the June Lake Loop (SR 158).

**Action:** Approve and authorize the Chair to sign the letter of support for a Caltrans Sustainable Communities Grant application.

**Kreitz moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-229**

**Wendy Sugimura:**

- Introduced item. Arose from CalTrans coming to June Lake CAC talking about project to resurface in June Lake Loop area.

**Kelly Karl:**

- Mono County is resubmitting the application for a sustainable transportation planning sustainable communities application, which will create improvements in the June Lake Loop.
- If awarded, implemented through Local Transportation Committee.
- Application is due Friday, October 11. Asking the Board to provide a letter of support.

### B. Mono County Radio System Strategic Engineering Study

Departments: Information Technology

(Nate Greenberg) - Over the past several months, County staff and other system users have been working with Federal Engineering to identify system use cases, coverage needs, and more clearly define technical requirements. The result of this work is summarized in a report which provides the County with a set of alternatives, rough order of magnitude costing, and recommendations for next steps. This agenda item will provide a brief review of how we got to where we are at today, then review the report itself and recommendations contained therein.

**Action:** None.

**Nate Greenberg, IT Director:**

- Introduced item. Went through PowerPoint (available in additional documents).

**Note:**

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

**Chief Frievalt, Mammoth Lakes Fire Departments and Fire Chiefs' Association**  
**Sheriff Braun**  
**Chief Mokracek, EMS**

### **C. Portable Emergency Operation Center Demonstration**

Departments: Sheriff / Information Technology

(Ingrid Braun; Nate Greenberg) - The meeting will adjourn to the Bridgeport Courthouse parking lot at this time. This item will provide a walk through and basic demonstration for anyone interested in the County's new portable Emergency Operations Center.

**Action: None.**

**Nate Greenberg:**

- Introduced the item.
- Meeting adjourned to the Bridgeport Courthouse.

*Adjourn: 11:53 AM*

*Reconvene: 11:58 AM*

- Meeting adjourned back to Board Chambers.

*Adjourn 12:11 PM*

*Reconvene: 12:14 PM*

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

No one spoke.

### **9. CLOSED SESSION @ 12:14 PM**

#### **A. Closed Session – Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. 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 EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

**Note:**

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## C. Closed Session – Personnel

### PUBLIC EMPLOYEE DICIPLINE/DISMISSAL/RELEASE (two positions).

*Reconvene: 12:54 PM*

#### **Supervisor Peters:**

- Nothing to report out of Closed Session.
- He had to recuse himself from an item and Supervisor Corless confirmed that there was nothing to report out of that Closed Session, as well.

## 10. BOARD MEMBER REPORTS

#### **Supervisor Corless:**

- 9/18 - County Picnic—thanks for great food and conversation. Lottie wanted me to express her gratitude too.
- 9/19 - Town-County Liaison Committee—solid waste, coordinating policy re: possible flavored tobacco ban, parcel planning and exploring possible housing financing partnerships, other housing issues including town's planning zoning changes to allow density bonuses on smaller projects; possibility of leveraging town/county prop 68 funding; next liaison committee meeting 12/19, looking at 3<sup>rd</sup> meeting in February for possible joint BOS/Town Council meeting.
- 9/20 – Interview on Long Valley/DWP issues with Arte, a German and French TV channel
- 9/25-27: Over \$60K raised at auction/basket drawing, all for Inyo County charitable organizations. Action-packed three days at the Rural County Representatives of California annual meeting in South Lake Tahoe, starting with the first meeting of the Golden State Natural Resources Board (RCRC's new organization focused on developing a sustainable forest product industry to address forest health needs and economic development in rural forested counties); inspiring presentations on community building (through local journalism and by learning what NOT to do); presentation from CEO of Visit California, partnerships and destination stewardship; FBI/Sacramento presentation on terrorism, domestic and otherwise and what local government can do to prevent; state librarian Greg Lucas.
- Co-hosted a roundtable on status of wildfire prevention/forest health projects in counties, with Sierra Nevada Conservancy staff, to see what's working, what's not—not surprisingly, many counties have issues with capacity of fire safe councils, coordinating among agencies, etc.
- Board meeting: Presentations from State Treasurer Fiona Ma, Board of Equalization President Malia Cohen, CA USDA Rural Dev Dir Kim Vann—message is (except for BOE!) that funding and assistance are available, for housing, infrastructure, equipment, and they want to help. Updates on wildfire/insurance issues, including RCRC comments on CPUC de-energization (PSPS) rule-making; state and federal legislative updates; water issues including water/resource bond(s) still in the works.
- ESSRP Meeting—first public recreation stakeholder meeting was a success, next one 10/17.
- Other items of note: DWP has committed to assist with funding \$60,000 for the Lakes Basin fuels reduction project. SCE wildfire safety meeting in Bishop this Thursday, 10/3, 6:30 at Tallman Pavilion/Fairgrounds.
- SCE Wildfire safety meeting in Bishop at 6 PM Thursday, Will have clerk forward the flyer (available in additional documents).

#### **Supervisor Gardner:**

#### **Note:**

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- On Wednesday Sept. 18 I attended with the other supervisors the Mono County Employee Appreciation Picnic. Thanks to Meg Hawkins and others who made this a great event!
- On Thursday Sept. 19 I attended a meeting of the First 5 Commission in Mammoth. The Commission is moving rapidly to expand its Home Visiting Program based on the additional funds made available this year by Mono County. This will enable more frequent contact by trained home visitors to parents with infants and young children, thereby ensuring they get a better start to life.
- Yesterday I attended a meeting of the Eastern Sierra Sustainable Recreation Partnership in Bishop. There was much discussion about progress in moving ahead with the tasks in the recent grant from the Sierra Nevada Conservancy.

**Supervisor Kreitz:**

- September 18th, in the morning I attended the Community Health Improvement Plan workshop at Mammoth Hospital. This workshop was focused on Behavioral Health. It was a packed room and seemed to display the importance to the region's agencies providing services. And later in the day I attended the Mono County Employee Appreciation Picnic at Hess Park in Lee Vining.
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- September 25th, I attended the Community Corrections Partnership meeting. The meeting went long and I wasn't able to stay for all of it, but one of the suggestion that seemed to have some traction within the group was that of adding a new position that would pick up and fill in gaps that are currently occurring. I suggested that prior to recommending a new position a thorough review of why there're cracks in services be analyzed.
- Yesterday, September 30, I attended my first Mammoth Lakes Housing Governance Committee meeting. The committee discussed the appraisal process for the Executive Director as well as the process to establish the performance objectives for the coming six months.

**Supervisor Peters:**

- 18<sup>th</sup> Employee Picnic
- 18<sup>th</sup> Special Board Meeting Eastside Lane
- 23<sup>rd</sup> Jan Cutts
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- PSPS update
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- CSAC Regional Sonoma 10<sup>th</sup> – 11<sup>th</sup> Resiliency

**Supervisor Stump:**

- 9-18: County Picnic - Thank you to Meg, Cara and whoever else helped.
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- Many emails and phone calls about the SCE PSPS process. Many unhappy frustrated folks. Some have filed damage claims against SCE.
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- I will be missing the meeting next Tuesday. I will be in Reno for family medical reasons.

**ADJOURNED at 1:20 PM**

**ATTEST**

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**JOHN PETERS  
CHAIR OF THE BOARD**

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**SCHEEREN DEDMAN  
SR. DEPUTY CLERK OF THE BOARD**



**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  
October 1, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-219 – M19-229</b>
<b>Resolutions</b>	<b>R19-69 Not Used</b>
<b>Ordinance</b>	<b>ORD19-07 Not Used</b>

9:09 AM Meeting called to Order by Chair Peters.

*Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump.  
Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Gardner.

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

No one spoke.

**2. RECOGNITIONS**

**A. Domestic Abuse Awareness Month**

Departments: Clerk of the Board

(Matthew O'Connor, Wild Iris Director) - Proclamation designating October 2019 as Domestic Violence Awareness Month.

**Action:** Approve Proclamation designating October 2019 as Domestic Violence Awareness Month.

**Note:**

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**Corless moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M19-219**

**Caitlin Rea:**

- Read the first part of the proclamation.
- Are able to counsel by phone, visit people in rural areas, or even provide safe shelter in extreme situations.
- Provide free domestic and sexual violence training.

**Matthew O'Connor, Director:**

- Continued reading the proclamation.
- Under the CASA program, always in need of volunteers. Can onboard as fast as people are interested.
- <https://wild-iris.org/>.

**B. National Breast Cancer Awareness Month Proclamation**

Departments: Clerk of the Board

(ESCA Staff) - Presentation from the Eastern Sierra Cancer Alliance (ESCA).

**Action:** Approve proclamation declaring October 18, 2019 Community Pink Day in Mono County.

**Kreitz moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M19-220**

- **Rose Graves, ESCA Board Member:**
- Introduced the item with a brief summary, and other presenters:
- Dr. Kevin Flanigan, CEO Northern Inyo Healthcare District
- Cheryl Underhill, ESCA Vice President
- Rachel Kellemeyn, FNP Medical Provider, Toiyabe Indian Health Clinic
- Margee Neer, Public Health Director, Toiyabe Indian Health Clinic

**Supervisor Peters:**

- Read proclamation.

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

**Steve Barwick, CAO:**

- Attended RCRC Annual Meeting in Tahoe.
- Toured solid wastes facilities in Mono County with Tony Dublino, Public Works Director.

**4. DEPARTMENT/COMMISSION REPORTS**

**Karin Humiston, Probation Chief:**

- Update on Community Corrections Partnership.
- April 1, 2020 goal to have report done.

**Chad Senior, Public Works:**

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- Road projects updated. Eastside Lane – will be scheduled for the Spring. Hackney Road – same contractor as Eastside Lane, will be started in Fall. South Landing Road will also be completed in Fall. Benton Crossing and Mono City are complete.

**Wendy Sugimura, Community Development Director:**

- A meeting tomorrow to discuss the Inyo National Forest final plan.
- Bi-state sage grouse listing has been delayed by six months.
- Short-term Rental (STR) activity permits and Cannabis Operations Permits renewal period. The two cannabis permits have been renewed. STR – 4 have been renewed, three pending compliance, including paving driveways, the department will need to deny permits for not meeting conditions.

**Nate Greenberg, IT Director:**

- Public Safety Power Shutoff update. Have a series of meetings with SCE and Inyo Mono PIO group.

## 5. CONSENT AGENDA

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

### A. Board Minutes

Departments: Clerk of the Board

Approval of minutes of the regular meeting of September 3, 2019.

**Action:** Approve minutes of the regular meeting of September 3, 2019.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-221**

### B. Board Minutes

Departments: Clerk of the Board

Approval of minutes of the regular meeting of September 10, 2019.

**Action:** Approve minutes of the regular meeting of September 10, 2019.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-222**

### C. Board Minutes

Departments: Clerk of the Board

Approval of minutes of the regular meeting held on September 17, 2019.

**Action:** Approve minutes of the regular meeting held on September 17, 2019, as amended.

**Note:**

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**Corless moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M19-223**

**Supervisor Corless:**

- Page 8, Item A: Corrected name spelling to Jolie Varela, founder of Indigenous Women Hike.

#### **D. Board Minutes**

Departments: Clerk of the Board

Approval of minutes of the special meeting of September 18, 2019.

**Action:** Approve the minutes of the special meeting of September 18, 2019.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-224**

#### **E. Appointment to First 5 Mono County Children and Families Commission**

Departments: First 5

Request for Board of Supervisors to appoint Michelle Raust to the First 5 Mono County Children and Families Commission.

**Action:** Appoint Michelle Raust to the First 5 Mono County Children and Families Commission on October 1, 2019 to September 30, 2022. Ms. Raust will serve as a person responsible for the management of the following county functions: children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-225**

#### **F. Appointments to the Wheeler Crest Design Review Committee**

Departments: Community Development - Planning

(Kelly Karl) - Reappoint two expired members to the Wheeler Crest Design Review Committee, which reviews architectural design of building permit applications in the Swall Meadows area.

**Action:** Reappoint two existing members, Judy Beard and Bob Weiland, to the Wheeler Crest Design Review Committee for terms expiring October 2021, as recommended by Supervisor Stump.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

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**M19-226**

**G. Appointment to Lee Vining Fire Protection District**

Departments: Clerk of the Board

A vacancy was created on the Lee Vining Fire Protection District Board with the resignation of a commissioner. The Board of Fire Commissioners did not make a replacement appointment as provided by law within 60 days. In the absence of an appointment by the District, the Board of Supervisors may make the appointment.

**Action:** Appoint Dulce Pascetti to the Lee Vining Fire Protection District Board, term to expire November 30, 2020.

**Stump moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M19-227**

**Supervisor Stump:**

- The only one with a Board of three. Wants to note that we should perhaps encourage them to find two more board members.

**Stacey Simon, County Counsel:**

- Within 60 days of a vacancy, a special district has the authority to appoint its own Board members. A letter was sent to all special districts letting them know that they have this power and authority; continuing to do outreach.

**H. Out-of-State Travel Authorization for NACo Rural Action Caucus**

Departments: Board of Supervisors

Out-of-state travel request for Supervisor Jennifer Kreitz to attend the National Association of Counties (NACo) Rural Action Caucus (RAC) in Lake Placid, NY on October 10 - 12, 2019. Mono County has been selected by NACo and their partners at the *County Health Rankings & Roadmaps* program to participate in the 2019/2020 Rural Impact County Challenge Action Learning Cohort, which will kick off in person at the RAC.

**Action:** Approve out-of-state travel request for Supervisor Jennifer Kreitz to attend the NACo RAC October 10 - 12, 2019, in Lake Placid, NY.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-228**

**6. CORRESPONDENCE RECEIVED**

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

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may discuss, any item of correspondence listed on the agenda.

*The Board acknowledged receipt of the correspondence.*

#### **A. Inyo National Forest Land Management Plan Update**

A letter from Inyo National Forest Supervisor Tammy Randall-Parker advising that the final Environmental Impact Statement (EIS) will be published in the Federal Register, expected to run on September 20, 2019. An open house to share information about the land management plan will be on October 2, 2019, 5:00 - 6:30 P.M at Cerro Coso Community College in Bishop, CA.

#### **B. Letter from Sharon and Malcolm Clark**

A thank you note from Sharon and Malcolm Clark for the assistance they received from Jacinda Croissant and the Public Health department.

**Supervisor Kreitz:**

- Thinks that it's great that people take the time to thank Mono County Staff.

#### **C. Proposal to Establish Special Use Airspace in Bridgeport**

The Federal Aviation Administration (FAA) is considering a proposal by the United States Marine Corps (USMC) to establish the Walker High and Low Military Operations Areas (MOA) in the eastern central California and western central Nevada areas, to support mountain training exercises conducted at the Marine Corps Mountain Warfare Training Center (MCMWTC).

**Supervisor Corless:**

- Letting colleagues know that she is going to send a comment thanking the MWTC for their partnership, but asking that they remember the wilderness quality around here.

**Supervisor Peters:**

- Made the suggestion that the MWTC flight coordinator do a presentation on what all of this means.
- Not restricting any other planes. It is to heighten awareness of when they are doing trainings. Narrow window when this comes into play.

#### **D. Inyo-Mono Intergrated Regional Water Management (IRWM) Program Comment Letter for the Governor's Water Resilience Portfolio**

The Inyo-Mono IRWM held multiple listening sessions in order gather comments throughout the region from multiple efforts in order to compile them into this one coordinated letter to the director of the Governor's Water Portfolio Program in support of the Governor's Water Resilience Portfolio with the discussion of overarching themes.

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**Supervisor Stump:**

- Not many people are aware of the Governor's order for a Water Resilience Portfolio.

**Jason Canger:**

- This is a letter in draft form. Holly has finalized a letter and submitted it on behalf of the IRWM to the governor. This is the first comment period.

*Break: 10:15 AM*

*Reconvene: 10:26 AM*

## **7. REGULAR AGENDA - MORNING**

### **A. Letter of support for the June Lake Loop Active Transportation Plan**

Departments: Community Development - Planning

(Kelly Karl) - Letter of support for a Caltrans Sustainable Transportation Planning: Sustainable Communities Grant application to develop a bicycle and multi-modal improvement plan for the June Lake Loop (SR 158).

**Action:** Approve and authorize the Chair to sign the letter of support for a Caltrans Sustainable Communities Grant application.

**Kreitz moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M19-229**

**Wendy Sugimura:**

- Introduced item. Arose from CalTrans coming to June Lake CAC talking about project to resurface in June Lake Loop area.

**Kelly Karl:**

- Mono County is resubmitting the application for a sustainable transportation planning sustainable communities application, which will create improvements in the June Lake Loop.
- If awarded, implemented through Local Transportation Committee.
- Application is due Friday, October 11. Asking the Board to provide a letter of support.

### **B. Mono County Radio System Strategic Engineering Study**

Departments: Information Technology

(Nate Greenberg) - Over the past several months, County staff and other system users have been working with Federal Engineering to identify system use cases, coverage needs, and more clearly define technical requirements. The result of this work is summarized in a report which provides the County with a set of alternatives, rough order of magnitude costing, and recommendations for next steps. This agenda item will provide a brief review of how we got to where we are at today, then review the report itself and recommendations contained therein.

**Action:** None.

**Nate Greenberg, IT Director:**

- Introduced item. Went through PowerPoint (available in additional documents).

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**Chief Frievalt, Mammoth Lakes Fire Departments and Fire Chiefs' Association**  
**Sheriff Braun**  
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Departments: Sheriff / Information Technology

(Ingrid Braun; Nate Greenberg) - The meeting will adjourn to the Bridgeport Courthouse parking lot at this time. This item will provide a walk through and basic demonstration for anyone interested in the County's new portable Emergency Operations Center.

**Action: None.**

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*Reconvene: 12:54 PM*

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- There is a building next to Hwy 395 between the Long Valley and McGee exits that had considerable graffiti. The latest graffiti appeared the weekend after the Burning Man event ended. Since then additional graffiti was added. The building is In the Scenic Highway corridor. The County Graffiti ordinance appears not to be able to respond fast enough, get the graffiti covered up, to discourage additional graffiti being added. I have requested that the graffiti ordinance come back to the Board to see if the Board has an interest in modifying it to speed up graffiti removal. The graffiti was covered up last Thursday afternoon.
- Structure Fire in Paradise on Saturday left the involved building not habitable. Thank you to Cathy Young for facilitating a Red Cross debit card to the inhabitants. They were not at the residence at the time so all their belongings were impacted. Their dog was there and was not harmed. They were renters without rental insurance. Thanks to the Paradise, Wheeler Crest, Long Valley, and Bishop Fire Departments for their response.
- I will be missing the meeting next Tuesday. I will be in Reno for family medical reasons.

**ADJOURNED at 1:20 PM**

**ATTEST**

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**JOHN PETERS  
CHAIR OF THE BOARD**

---

**SCHEEREEN DEDMAN  
SR. DEPUTY CLERK OF THE BOARD**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Approval of the minutes of the regular Board of Supervisors meeting on October 8, 2019.

**RECOMMENDED ACTION:**

Approve the minutes of the regular Board of Supervisors meeting on October 8, 2019.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Helen Nunn

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
10/21/2019 3:50 PM	County Administrative Office	Yes
10/18/2019 9:42 AM	County Counsel	Yes
10/18/2019 12:14 PM	Finance	Yes



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

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

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

**Regular Meeting  
October 8, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-230 – M19-232</b>
<b>Resolutions</b>	<b>R19-69 – R19-74</b>
<b>Ordinance</b>	<b>ORD19-07 Not Used</b>

9:00 AM Meeting called to Order by Chair Peters.

*Supervisors Present: Corless, Gardner, Kreitz, and Peters.  
Supervisors Absent: Stump.*

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

Pledge of Allegiance led by Chair Peters and Ruth Hansen.

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

No one spoke.

**2. RECOGNITIONS**

**A. Employee Service Award Ceremony**

Departments: CAO

(Steve Barwick, CAO) - Presentation by the Board of Supervisors, Steve Barwick, and Managers to Mono County employees, celebrating years of service to the County.

**Action:** Present awards, gratitude and congratulations to employees who have earned awards for years of service and dedication to the County.

**Note:**

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

Barwick: Thank you to all employees for their service.  
Please see "Additional Documents" for list of employees and their respective years of service.  
Each Supervisor said a few words of thanks and gratitude for everyone's years of service.

### 3. COUNTY ADMINISTRATIVE OFFICE

Barwick: Thank you to the board for those awards.

### 4. DEPARTMENT/COMMISSION REPORTS

**Robin Roberts:**

- 45 people are signed up for tomorrow's Harm Reduction training, has been moved to Suite Z.

**Karin Humiston:**

- advise Probation has applied for a small grant for youth called "Arrive Alive".

**Wendy Sugimura:**

- Mono County was successful in a grant application with the Bureau of Land Management for Sage Grouse Conservation work, this one for \$150k. In addition to Community Development, this money also helps Public Works for roads, Land use.

**Alicia Vennos:**

- Community Support Grant applications all due Friday, October 11. Thanks to Liz Grans for managing the program and the applications. A rep from Civitas will be at the board meeting on November 5 to present information on TBID.

### 5. CONSENT AGENDA

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

#### A. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 8/31/2019.

**Action:** Approve the Treasury Transaction Report for the month ending 8/31/2019.

**Gardner moved; Kreitz seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-230**

#### B. Transfer of Surplus Vehicles to Special Districts

Departments: Public Works - Fleet

Transfer of 4 surplus vehicles (3 Ford Expeditions and one Ambulance) to Mono County Special Districts.

**Action:**

1. Requests from the White Mountain Fire Protection District to purchase a surplus 2010 Ford Expedition (Unit 0718); from the June Lake Fire Department to purchase a surplus 2011 Ford Expedition (Unit 0738); from Lee Vining Fire Protection District to purchase a surplus 2013 Ford Expedition (0763); and from

**Note:**

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

the Inyo County Special Enforcement Detail (a regional unit that responds to high-risk incidents in both Inyo and Mono Counties) to purchase a surplus 2009 Ford F-350 Ambulance (Unit 0885), from the Mono County Motor Pool, for \$50 each.

2. Find that Unit 718 (2010 Ford Expedition V.I.N.1FMJU1G52AEB20852 / MILES 160,802) is in good condition but is excess and/or unneeded property.

3. Find that Unit 738 (2011 Ford Expedition V.I.N.1FMJU1G51BEF33749 / MILES 185,400) is in good condition but is excess and/or unneeded property.

4. Find that Unit 763 (2013 Ford Expedition V.I.N.1FMJUG59DEF27667 / MILES 176,161) is in good condition but is excess and/or unneeded property.

5. Find that Unit 885 (2009 Ford F-350 Ambulance V.I.N.1FDWF37R9EA94193 / MILES 103,287) is in good condition but is excess and/or unneeded property.

6. Authorize the Public Works Director, in consultation with County Counsel, to prepare, process, and execute applicable documents on behalf of Mono County to transfer the above vehicles as described to the respective Districts.

**Gardner moved; Kreitz seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-231**

**C. Amendment to Contract with Baxter for Custodial, Snow Removal, and Campground Management Services**

Departments: Public Works

(Joe Blanchard) - Proposed contract amendment extending the term and making other minor changes to the scope of work of the County's existing contract with Baxter's for the provision of custodial, snow removal, and other facilities/site management services in remote areas of the County through October 31, 2021.

**Action:** Review and approve first amendment to agreement with Baxter's for the performance of certain custodial, snow removal, and campground and community center site management services; authorize County Administrative Officer to execute proposed first amendment; provide any desired direction to staff.

**Gardner moved; Kreitz seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-232**

**D. Amendment to Allocation List - Clinical Program Manager**

Departments: Behavioral Health

Proposed resolution to add position of Clinical Program Manager to Allocation List for Behavioral Health

**Action:** Adopt proposed resolution R19-69, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add the position of Clinical Program Manager in the department of Behavioral Health.

**Gardner moved; Kreitz seconded**

**Note:**

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

**Vote: 4 yes; 0 no; 1 absent**

**R19-69**

**E. Amendment to Allocation List - Deputy Probation Officer V**

Departments: Probation

A Deputy Probation Officer IV has completed all training and experience requirements and is eligible for promotion to Deputy Probation Officer V.

**Action:** Consider and potentially adopt Resolution No. 19-70, Authorizing the County Administrative Officer to amend the County of Mono list of Allocated Positions to reflect the removal of one Deputy Probation Officer IV position and the addition of one Deputy Probation Officer V position.

**Gardner moved; Kreitz seconded**

**Vote: 4 yes; 0 no; 1 absent**

**R19-70**

**F. Amendment to Allocation List - Operations Supervisor**

Departments: District Attorney

Mono County District Attorney is requesting to create an "at will" position for an Operations and Programming Supervisor within the Office of the District Attorney. The creation of this position will replace the current Administrative Services Specialist position in the Mammoth Lakes Branch of the Office of the District Attorney. There will be no General Fund impact.

**Action:** Approve resolution R19-71, Authorizing the position of Operations and Programming Supervisor and Authorizing the County Administrative Officer to amend the County of Mono list of allocated position to include the position under the Office of the District Attorney. All funding for the position is from the District Attorney's Victim/Witness Grant and the District Attorney's CalMet Budget. By request from the Finance Department those budgets will be modified during mid-year budget review.

**Gardner moved; Kreitz seconded**

**Vote: 4 yes; 0 no; 1 absent**

**R19-71**

**6. CORRESPONDENCE RECEIVED**

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

*The Board acknowledged receipt of the correspondence.*

**A. Agricultural Commissioner's Office Department Update October 2019**

October 2019 Department Update from the Inyo and Mono Counties Agricultural Commissioner's Office.

**Note:**

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

## **B. Mammoth Lakes Fire Safe Council (MLFSC) Updated Request**

A letter from the MLFSC updating the Board on the progress of the Lakes Basin Hazardous Fuels Reduction Project.

Corless: when can we discuss this item?

Barwick: next week in mammoth **ADD TO AGENDA**

## **C. Governor's Proclamation of the Primary Presidential Election**

A proclamation by the Governor of the State of California that the Presidential Primary Election will be held throughout the state on Tuesday, March 3, 2020.

## **7. REGULAR AGENDA – MORNING**

### **ITEM C HEARD FIRST**

#### **A. Community Center Policy and Fee Update**

Departments: Risk Management and Public Works

PUBLIC HEARING: 10:00 AM - 15 minutes (5 minute presentation; 10 minute discussion)

(Stacey Simon and Tony Dublino) - Public hearing and proposed resolution updating the County's community center use policies and fees in order to: decrease fee for use of the Crowley Community Center from \$200 to \$100 (with kitchen) and from \$150 to \$75 (without kitchen) per use; establish an earlier event closing time at the Crowley Lake Community Center (from 10:00 p.m. to 9:00 p.m.); to allow waiver of security deposits for specified nonprofit and/or governmental organizations; to increase fees for certain multi-day events; and to make assorted administrative/clarifying changes.

**Action:** Adopt proposed resolution R19-72, superseding and replacing Resolution R09-08 setting forth revised policies and fees for the use of County Community Centers. Provide any desired direction to staff.

**Gardner moved; Corless seconded**

**Vote: 4 yes; 0 no; 1 absent**

**R19-72**

#### **Stacey Simon:**

- Explained reasons for item. Earlier closing time for Crowley is in response to complaints received by Supervisor Stump. Fee reduction is in response to matching fee structure for other community centers. Prorate deposit fees for multiple day events.

#### **Tony Dublino:**

- does not know if the CSA in Crowley was consulted with regard to these fees.

#### **Stacey Simon:**

- CSA is county money in county treasury. Would be a transfer from one fund to another.

#### **Supervisor Peters:**

- Yoga issue was in Walker, class was being scheduled for multiple nights, multiple weeks. New policy will be helpful for all centers. Asked if a Spanish speaker needs translation to reserve a center, is there an accommodation? Bilingual form?

#### **Note:**

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



**Tony Dublino:**

- PW has a Spanish speaking employee who helps out. He is working on getting that employee compensated for bilingual. Will look into creating a bilingual form.

Public hearing closed at 10:15

## **B. Mono County Cemeteries Update**

Departments: Public Works

(Joe Blanchard/Pam Smitheman) - Presentation and update by Mono County Public Works regarding current efforts to improve County cemetery management and funding, including revisions to cemetery policies and changes to the funding approach to the Cemetery Enterprise Fund.

**Action:** None.

**Pam Smithman:**

- 19 burials and 16 plot reservations in the past year. Last policy revision was in 2017, but did not completely address all the issues. Will be bringing a revised policy and revised policy fee schedule in the upcoming months. Can address volunteerism and donations in the next revision.

## **C. CARB Vehicle Replacement Update**

Departments: Public Works

(Tony Dublino) - Update on the progress and status of Mono County's efforts to comply with the California Air Resources Board's (CARB) diesel engine emission regulations.

**Action:** None.

**Dublino:** Went through his PowerPoint.

**Gardner:** would like information from Great Basin (Air Pollution Control Board) as to how we're doing in order to connect this information to our efforts.

**Dublino:** not all of our equipment is eligible for an exemption, due to its use during other seasons. Would love to replace all the older equipment but is aware of financial constraints on the county. Asking for an investment in our replacement program. Agrees it would be good to have a conversation with Great Basin.

**General board discussion about policy, strategic approach, reducing carbon footprint.**

**Break at 10:24**

**Back at 10:32**

## **D. 2018 – 2019 Information Security Briefing**

Departments: Information Technology

(Nate Greenberg, IT Director) - Update on the results of the 2018-2019 NCSR, overview the work that has been done in the past year around information security, and provide an indication for the road ahead.

**Note:**

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

**Action:** None.

**Greenberg:**

- went through his Security PowerPoint.

Board comments: thank you for keeping the county safe.

## **E. Election Update**

Departments: Elections

(Shannon Kendall) - Receive general update about elections and the upcoming Presidential Primary Election which will be held on March 3, 2020.

**Action:** None.

**Shannon Kendall:**

- election update, important filing dates, new legislation that will affect Elections in the future. New primary election date is **March 3, 2020**. Security handout from IT. Future election plan for office, temp help needed for March.

General board discussion. Board will circle back around to holding town hall or community events for elections presentation.

## **F. Public Safety Power Shutoff - County Response**

Departments: Information Technology / Sheriff

(Nate Greenberg / Ingrid Braun) - Mono County staff have been working closely with Southern California Edison to develop a set of internal practices and resources to assist with planning and response to Public Safety Power Shutoff events. These include, but are not limited to, developing business continuity plans, better understanding staffing needs and labor policies, coordinating around major work assignments, streamlining communication plans, and deploying technology resources such as GIS to better understand and manage. While much of this work is still in progress and will evolve over time and with changing conditions and needs, this item intends to daylight much of the work done to date and allow for conversation around next steps and the road ahead.

**Action:** None.

**Nate Greenberg:**

- went through his PowerPoint.

**Ingrid Braun:**

- continued presentation. Addressed communication throughout the county in real time.

**Supervisor Gardner:**

- encouraged residents to sign up for alerts from SCE.

Board discussion, more public outreach / education needed.

Public Comment:

**David Rosky from June Lake**

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

**Ingrid Braun:**

- acknowledge we had a fatal accident in Lee Vining on Thursday due to a medical incident. Friday at Chalfant Community Center will be a press conference for the one-year anniversary of Karlie Guse being missing.

**Note:**

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

**9. CLOSED SESSION at 12:28 pm**

**A. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Steve Barwick, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. 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 EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

**C. Closed Session - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 172 Davison Street, Mammoth Lakes. Agency negotiators: Stacey Simon, Jenn Lopez, Erik Ramakrishnan. Negotiating parties: County and Silver State Investors. Under negotiation: Price and Terms of sale.

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

**Nothing to report out of closed session.**

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

**Tom Parranick:**

- inquiring on the Conway Ranch and what we need to do to get the ranch in a state of "Arrested Decay". His grandparents bought the property many years ago. Member of historical society. Cousin is heading up a fundraising effort to preserve the ranch buildings.

**Supervisor Peters:**

- best next step would be an agenda item so Justin and Public works can discuss the Conway ranch and this request.

**Stacey Simon:**

- appropriate to be placed on a future agenda.

**11. REGULAR AGENDA - AFTERNOON**

**A. Demolition or Sale of Property at 71 Davison Street, Mammoth Lakes**

Departments: Public Works, CAO, Behavioral Health

**Note:**

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

(Steve Barwick, Robin Roberts, Tony Dublino) - The County owns real property developed with residential structures at 71 Davison Road in Mammoth Lakes. The property is unsafe as a result of a collapsed roof and the presence of asbestos. The property was poised to be sold to a private developer this Summer, who would then demolish the structure. The County fenced off the property following roof collapse. The fencing must now be removed in anticipation of snow and, as described in the attached materials, it is uncertain whether the sale will be finalized. Immediate action is required to protect the public and the environment.

**Action:**

**Immediate Sale of Property for Redevelopment**

Adopt proposed resolution R19-73, Approving the sale of 71 Davison Road (APN 031-041-020-000) in the Town of Mammoth Lakes pursuant to Government Code Section 25539.4, authorizing the County Administrative Officer to execute a purchase and sale agreement and regulatory agreement with Silver State Investors, LLC, and finding that the sale is exempt from review under the California Environmental Quality Act pursuant to Sections 15061 And 15303 of the California Environmental Quality Act Guidelines.

**Kreitz moved for option 2 as amended; Gardner seconded**

**Vote: 4 yes; 0 no; 1 absent**

**R19-73**

Amendment to original action to extend length of term to "in perpetuity".

**Stacey Simon:**

- gave background on the property, history of County ownership and use, previous decision to sell, and current status of property.

Barwick asked questions of representative from Silver State Investors.

Answer if the rent is restricted, market value is less that conventional property. His company invests in affordable housing properties. Contractor is ready to move forward to fix the roof and make it habitable. Asbestos reports are quite extensive, he is aware of the risks and feels the majority of the property is safe from asbestos contamination.

**Stacey Simon:**

- run through of the terms of the sale as included in the agenda packet.

Board discussion and comments on terms of sale.

**Robin Roberts:**

- grateful that the property will be repurposed as affordable housing.

**B. Proposed sale of 40 Willow Ave., Birch Creek No. 5, June Lake, CA for use as transitional housing**

Departments: Social Services, County Counsel

(Kathy Peterson, Director of Social Services) - Proposed sale of condominium located at 40 Willow Ave., Birch Creek No. 5, June Lake, CA, to Inyo Mono Advocates for Community Action ("IMACA"), with deed restrictions mandating use of property for transitional housing purposes.

**Action:** Adopt proposed resolution R19-74, Approving sale of 40 Willow Avenue, Unit No.5, June Lake (APN 016-195-005-000) pursuant to

**Note:**

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

Government Code Section 26227, authorizing the County Administrative Officer to execute a purchase and sale agreement and regulatory agreement with Inyo Mono Advocates for Community Action, Inc., and finding that sale is exempt from review under the California Environmental Quality Act pursuant to Sections 15061 and 15301 of CEQA Guidelines.

**Gardner moved; Kreitz seconded**

**Vote: 3 yes; 0 no; 1 absent; 1 abstain (Peters)**

**R19-74**

**Larry Emerson from IMACA:**

- presented PowerPoint

**Anne Larsen:**

- handout email from John Harrigan.

**Supervisor Gardner:**

- attended community meeting, feels IMACA has ability to deal with any situation that may occur. There are concerns regarding location but there is a seasonal store within walking distance. In support.

**Supervisor Kreitz:**

- understands concerns, but housing is a priority. Feels it's commendable if the county can be a partner to find solutions to make housing a success.

**Supervisor Corless:**

- there are no other transitional housing opportunities in Mono County.

## 12. BOARD MEMBER REPORTS

**Supervisor Corless:**

- PSPS Meetings/Discussions/Presentations—town council, Mammoth Lakes Chamber, numerous constituent discussions.
- Sat in on meeting with AT&T—informative and appreciate our staff and associated agencies' work in pushing telecom companies to do better for our constituents.
- Valentine Reserve Fund Meeting—the Valentine Eastern Sierra Reserve/UC Santa Barbara Natural Reserve is a great asset for our county and appreciate the education programs that continue, and new efforts for community engagement and public outreach. Valentine camp is a special place, and there are generous people making sure that the reserve continues to thrive and has the resources it needs.
- Mono Lake Kutzadika Tribe luncheon—the tribe hosted a lunch for Rep. Cook's staff, who were in the Eastern Sierra over the weekend celebrating the Alabama Hills designation. John Sobel, Chief of Staff, said that Congressman Cook is prioritizing the Kutzadika's effort to seek federal tribal recognition.
- Joined part of the Land Development Technical Advisory Committee meeting for an item regarding the Radius Gold exploration proposal—sounds like the next step would be a conditional use permit from the county. Ask CAO Barwick that the board get an update on what the process for approval for the exploration project would be—this is a big deal and will receive public attention.
- Mono Basin Historical Society Meeting—gave presentation, appreciate all this group is doing to preserve the area's history.

**Supervisor Gardner:**

**Note:**

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

- Last Wednesday Oct. 2 I attended the June Lake Citizens Advisory Committee meeting. Numerous issues were discussed, including the closure of the Benton Crossing landfill, speeding and traffic calming in June Lake, SCE's power shutoffs, and camping demand in June Lake.

**Supervisor Kreitz:**

- On October 1, I attended the MLH Landlord/Tenant Rights & Fair Housing Topics workshop. This is a great annual opportunity for the community to learn and ask questions of professional legal counsel specializing in lander and tenant rights. While this is great , any other times of the year that there are questions or violations, our residents are on their own to find and pay for help. Many of the tenants that report concerns and violations of tenants' rights law are commonly low-income and don't have the resources to hire private legal representation. Our regional courts do offer free legal services for civil matters such as small claims, family matters, etc. Supervisor Peters and I had a call with CSAC Staff to discuss AB113 the state budget trailer bill which includes intent language and framework for the \$331MM court ordered trust as a result of the mortgage crisis settlement with Banks. The intentions of the funding is to provide homeowners and renter legal aid. Ideally, the Eastern Sierra would be able to be able to provide this service through some funding front this settlement.
- Yesterday, Monday October 7, I attended the Local Transportation Commission meeting - ESTA provided an update on their Non-Emergency Medical Transportation (NEMT) service ([www.EStransit.com](http://www.EStransit.com)), Reimbursement for travel costs at the IRS medical rate - simple application. More information on the website including the personnel contact for this program.
- Later that evening, I attended the Mammoth Lakes Housing Board of Directors meeting. The Board finalized a letter to the Town Council and the Planning Commission on The Parcel's conceptual plan work. The Board received an update from the Mammoth Lakes Chamber of Commerce on their workforce housing program. They have a dedicated website for this program: <https://www.mammothworkforcehousing.org/>. Thus far they've had over 80 renter applicants and two units identified for renting in the spring.
- On this Wednesday, tomorrow, October 9th at 1PM in Suite Z the Mammoth Lakes Town Council and the Town's Planning Commission are holding a joint meeting to discuss and review the conceptual plan for The Parcel. Mark your calendars for December 11th when there will be another joint meeting/workshop of these two groups to finalize the conceptual plan for The Parcel.

**Supervisor Peters:**

- 1<sup>st</sup> Golden Router Award
- 1<sup>st</sup> Forest Service Leadership Dinner
- 3<sup>rd</sup> Forest Service Workshop
- 3<sup>rd</sup> SWTF
- 3<sup>rd</sup> IMACA
- 3<sup>rd</sup> AV RPAC
- 3<sup>rd</sup> Public Health and County Council
- 4<sup>th</sup> Bodie Hills Conservation Partnership
- 5<sup>th</sup> AV Lions Club Deer Hunters BBQ
- 5<sup>th</sup> Phil Herrington SCE SR VP
- 6<sup>th</sup> Virginia Lake Resort
- 7<sup>th</sup> LTC
- 7<sup>th</sup> PSPS Phase 2 Comments
- New Roof on Mono County Museum in Bridgeport

**Note:**

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

- PMBP request for response update for SCE and or Settlement Parties on the Wilson issue
- **Upcoming:**
- BP RPAC 8<sup>th</sup>
- CSAC Regional Sonoma 10<sup>th</sup> – 11<sup>th</sup> Resiliency

**Supervisor Stump:**

- absent

**ADJOURNED at 3:00 pm**

**ATTEST**

---

**JOHN PETERS  
CHAIR OF THE BOARD**

---

**HELEN NUNN  
ASSISTANT CLERK OF THE BOARD**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Approve Transfer from General Fund  
Contingency for Mammoth Lakes Fire  
Safe Council

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Approve transfer from General Fund (GF) Contingency account in the amount of \$30,425 to satisfy Mono County's funding gap commitment to Mammoth Lakes Fire Safe Council (MLFSC) in support of the Lakes Basin Fuel Reduction Project (requires 4/5ths approval of the Board).

**RECOMMENDED ACTION:**

Approve transfer of \$30,425 from GF Contingency to GF Contributions and Transfers.

**FISCAL IMPACT:**

No change in total appropriations or the adopted budget deficit of \$3 million in the GF for FY 2019-2020. Approval of this item reduces the contingency balance to \$344,125.

**CONTACT NAME:** Janet Dutcher

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
10/21/2019 3:48 PM	County Administrative Office	Yes
10/18/2019 9:39 AM	County Counsel	Yes



10/18/2019 12:14 PM

Finance

Yes



# DEPARTMENT OF FINANCE

## AUDITOR-CONTROLLER

### COUNTY OF MONO

---

*Stephanie M. Butters*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM*  
Director of Finance

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

To: Board of Supervisors

From: Janet Dutcher, Finance Director

Date: November 5, 2019

Re: Budget adjustment to cover the Mammoth Lakes Fire Safe Council funding commitment

#### **Recommended Action:**

Approve transfer of \$30,425 from GF Contingency to GF Contributions and Transfers.

#### **Fiscal Impact:**

No change in total appropriations or the adopted budget deficit of \$3 million in the GF for FY 2019-2020. Approval of this item reduces the contingency balance to \$344,124.

#### **Background:**

On September 3<sup>rd</sup>, the Mammoth Lakes Fire Safe Council (MLFSC) presented information to the Board of Supervisors regarding the Lakes Basin Hazardous Fuels Reduction Project (project) and requested a financial contribution towards the project. Your Board requested that the MLFSC approach other agencies to bridge the project's funding gap.

In early October, MLFSC provided an update to the Board per discussions that occurred at the September 3<sup>rd</sup> meeting and reported that they were successful in requesting funding from other agencies.

On September 4<sup>th</sup>, the Mammoth Lakes Town Council voted to support the project and allocated \$60,425, one third of the \$181,275 estimated project deficit. On September 16<sup>th</sup>, the Los Angeles Department of Water and Power (LADWP) also committed \$60,425. A funding allocation of \$30,000 from Southern California Edison (SCE) is pending. This leaves a funding gap of \$30,425, which your Board approved on October 15, 2019 with the understanding that a budget adjustment would be brought back at today's meeting.

#### **Discussion:**

This item follows your Board's approval of the agreement with MLFSC for the County's funding commitment supporting the project. Approval of this agenda item would transfer \$30,425 of General Fund (GF) contingencies to GF Contributions and Transfers and enable payment of the funds to MLFSC, in accordance with the agreement your Board approved on October 15, 2019.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Performance Contract between  
California Department of Healthcare  
Services and Mono County  
Behavioral Health

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Amended Performance Contract with California Department of Healthcare Services (DHCS) adjusting performance standards.

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### RECOMMENDED ACTION:

Approve and authorize Director of Behavioral Health Robin Roberts to sign amended Performance Contract.

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### FISCAL IMPACT:

No fiscal impact.

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**CONTACT NAME:** Robin Roberts

**PHONE/EMAIL:** 760-924-1740 / rroberts@mono.ca.gov

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### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report Performance contract between DHCS and MCBH</a>
<input type="checkbox"/> <a href="#">Contractor Certification Clause</a>
<input type="checkbox"/> <a href="#">Standard Agreement Performance Contract</a>
<input type="checkbox"/> <a href="#">Exhibit A Performance Contract--Program Specifications</a>
<input type="checkbox"/> <a href="#">Exhibit B Funds Provision</a>
<input type="checkbox"/> <a href="#">Exhibit D Information Confidentiality and Security Requirements</a>
<input type="checkbox"/> <a href="#">Exhibit E Performance Contract</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/21/2019 4:01 PM	County Administrative Office	Yes
10/18/2019 3:41 PM	County Counsel	Yes
10/30/2019 4:58 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:** September 25, 2019

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

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

**Subject:** Approve Performance Contract between California Department of Health Care Services and Mono County Behavioral Health from July 1, 2018 through June 20, 2021

**Recommended Action:**

Approve Performance Contract between DHCS and Mono County Behavioral Health  
Designate Behavioral Health Director as signatory.

**Discussion:**

This contract is retroactive from July 1, 2018 through June 30, 2021. The contract updates performance requirements related to service provision, the Mental Health Services Act, and other regulations related to funding through DHCS.

**Fiscal Impact:**

No fiscal impact.

This contract is related to changes in regulations regarding performance.

**Submitted by:**

Robin K. Roberts, MFT

Director of Behavioral Health

# Contractor Certification Clause

CCC 04/2017

## 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.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### 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) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### 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. (PCC 10296) (Not applicable to public entities.)

#### 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 lesser 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.

#### 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.

#### 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](#) 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).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

#### 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.

- a) Current State Employees (PCC 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.
- b) Former State Employees (PCC 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. (PCC 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. (PCC 10430 (e))

#### 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)

#### 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.)

#### 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.

#### 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.

#### 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.

#### 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.

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

18-95258

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Program Specification (including Special Terms and Conditions)	21
Exhibit A	Attachment I - Request for Waiver	1
Exhibit B	Funds Provision	1
Exhibit C *	General Terms and Conditions (GTC 04/2017)	
Exhibit D	Information Confidentiality and Security Requirements	7
Exhibit E	Privacy and Information Security Provisions (including Attachment A)	31

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mono County Mental Health Services

CONTRACTOR BUSINESS ADDRESS

P. O. Box 2619

CITY

Mammoth Lakes

STATE

CA

ZIP

93546

PRINTED NAME OF PERSON SIGNING

Robin Roberts, MFT

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

18-95258

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1000 G Street, 4th Floor, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Carrie Talbot

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&amp;I Code §14703

**Exhibit A**  
Program Specifications

**1. Service Overview**

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act , Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness , Community Mental Health Services Block Grant , and Crisis Counseling Assistance and Training Program programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services. This Agreement, which is County’s performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

**2. Service Location**

The services shall be performed at appropriate sites as described in this contract.

**3. Service Hours**

The services shall be provided during times required by this contract.

**4. Project Representatives**

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

<p><b>Department of Health Care Services</b> Contract Manager: Michael Freeman  Telephone: (916) 345-7590 Fax: (916) 440-7621 Email: Michael.Freeman@dhcs.ca.gov</p>	<p><b>Mono County Mental Health Services</b> Robin Roberts, MFT, Mental Health Director  Telephone: (760) 924-1740 Fax: (760) 924-1741 Email: rroberts@mono.ca.gov</p>
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**Exhibit A**  
Program Specifications

B. Direct all inquiries to:

<b>Department of Health Care Services</b>	<b>Mono County Mental Health Services</b>
Behavioral Health – Community Services Division/Contracts and Grants Management Section  Attention: Casey Heinzen 1500 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413  Telephone: (916) 713-8757 Fax: (916) 440-7621 Email: Casey.Heinzen@dhcs.ca.gov	Attention: Julie Jones P. O. Box 2619 Mammoth Lakes, CA, 93546  Phone: (760) 924-1752 Fax: (760) 924-1741 Email: jjones@mono.ca.gov

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

**5. General Requirements for Agreement**

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,
- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental

**Exhibit A**  
Program Specifications

health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant and Community Mental Health Services Block Grant programs,

- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

**6. Services Authority**

**A. THE MENTAL HEALTH SERVICES ACT PROGRAM**

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall

**Exhibit A**  
Program Specifications

contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by December 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director") and the County's auditor-controller (or equivalent), using the DHCS-issued certification form. Data submitted shall be full and complete.

If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (c).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.
- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)



**Exhibit A**  
Program Specifications

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
  - d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
  - e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)
- 5) Three-Year Program and Expenditure Plan and Annual Updates:
- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:
    - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
    - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)
    - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)

**Exhibit A**  
Program Specifications

- iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
- v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)
- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
- vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
- viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
- ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and

**Exhibit A**  
Program Specifications

that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)

- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old, including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)
  - c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
  - d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services
  - e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)
- 6) Planning Requirements and Stakeholder Involvement:
- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and

## Exhibit A Program Specifications

drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

- 1) County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- 2) The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)
- 3) The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
  - community collaboration, as defined in California Code of Regulations, Title 9, section 3200.060;
  - cultural competence, as defined in section 3200.100;
  - client driven, as defined in section 3200.050;
  - family driven, as defined in section 3200.120;

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- wellness, recovery and resilience focused; and integrated service experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

- 7) County Requirements for Handling MHSA Funds
- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
  - b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at [http://www.sco.ca.gov/pubs\\_guides.html](http://www.sco.ca.gov/pubs_guides.html), (Gov. Code, § 30200), except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.
- 8) Department Compliance Investigations:
- DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)
- 9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:
- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may

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request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)

- b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
- c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:
  - 1) Withhold part or all State mental health funds from County.
  - 2) Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
  - 3) Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

**B. BRONZAN-McCORQUODALE ACT**

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living

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the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.
- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive. (Welf. & Inst. Code, § 5614, subd. (b)(4))
- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

**C. LANTERMAN-PETRIS-SHORT ACT**

1) Description

The LPS Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS,

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the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)

- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)
- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) Laura's Law

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.5, inclusive. In addition, a County that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)



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**D. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS PROGRAM (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)**

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

**E. COMMUNITY MENTAL HEALTH SERVICES GRANT PROGRAM (42 U.S.C. § 300x-1 et seq.)**

Pursuant to Title 42 United States Code section 300x-1 et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds (known as Mental Health Block Grant (MHBG)). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/MHBG.aspx>.

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If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

**F. CRISIS COUNSELING ASSISTANCE AND TRAINING PROGRAM (42 U.S.C. § 5183)**

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
  - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration;
  - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
  - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms,

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### **Program Specifications**

supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.

- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)
- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:  
<https://www.samhsa.gov/dtac/ccp-toolkit>.

## **7. Reporting and Data Submission Requirements**

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290cc-35 and 300x through 300x-9, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
  - 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)

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- 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.
  - 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
  - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
  - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
  - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
  - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
  - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- i. Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
  - ii. If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction..
  - iii. Make diligent efforts to minimize errors on the CSI error file.
  - iv. Correct all errors on the CSI error file.
  - v. Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.
- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information

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- and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

**8. Special Terms and Conditions**

A. Audit and Record Retention

(Applicable to agreements in excess of \$10,000)

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.
- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this

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Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
    - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
    - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
  - 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
  - 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.
- B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant and Community Mental Health Services Grant Program

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph B, Projects for Assistance in Transition from Homelessness Program, or subparagraph C, Community Mental Health Services Grant Program, the Contractor must seek resolution using the process outlined below.

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- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Mental Health Management and Outcomes Reporting Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.
- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

**Department of Health Care Services**

Behavioral Health – Community Services Division/Contracts and Grants Management Section  
Attention: Casey Heinzen  
1500 Capitol Avenue, MS 2704  
P.O. Box Number 997413  
Sacramento, CA, 95899-7413

C. Novation

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

D. Welfare and Institutions Code section 5751.7 Waiver

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a

**Exhibit A**  
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waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.

- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.
- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:  
  
California Department of Health Care Services  
Behavioral Health – Community Services Division  
  
Operations Branch  
Contracts and Grants Management Section  
e-mail: MHS@dhcs.ca.gov.
- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

E. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.



**Exhibit A**  
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F. Change in County Behavioral Health Director

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed.

**Exhibit A, Attachment I**  
Request for Waiver

**Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Code**

\_\_\_\_\_ hereby requests a waiver for the following public or private health facilities pursuant to section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
  - Number of the facility's beds designated for involuntary treatment
  - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
  - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waived as of this date.

When the Department denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from the Department, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation.

**Exhibit B**  
**Funds Provision**

**1. 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, DHCS shall have no liability to pay any funds whatsoever to Mono County Mental Health Services or to furnish any other considerations under this Agreement and Mono County Mental Health Services 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, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Mono County Mental Health Services to reflect the reduced amount.

**Exhibit D**  
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
  - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
  - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
  - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
  - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. 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. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

**Exhibit D**  
Information Confidentiality and Security Requirements

without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

**A. Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. 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, including at a minimum the following safeguards:

**1) Personnel Controls**

- a. Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. Confidentiality Statement.** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, 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 DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. Background Check.** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**2) Technical Security Controls**

- a. Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which

**Exhibit D**

## Information Confidentiality and Security Requirements

- is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. Server Security.** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary.** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.
- d. Removable media devices.** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical 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.
- g. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords 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)
- h. Data Destruction.** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

**Exhibit D**

## Information Confidentiality and Security Requirements

- i. **System Timeout.** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. 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 DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- l. **Access Controls.** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission encryption.** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.
- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI 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 DHCS PSCI 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 should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

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## Information Confidentiality and Security Requirements

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

- a. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI 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 DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

**5) Paper Document Controls**

- a. **Supervision of Data.** DHCS PSCI 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. DHCS PSCI 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 DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. **Removal of Data.** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- e. **Faxing.** Faxes containing DHCS PSCI 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 the fax.
- f. **Mailing.** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.



**Exhibit D**

## Information Confidentiality and Security Requirements

- B. Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

***Discovery and Notification of Breach. Notice to DHCS:***

- (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

- C.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
  - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- D. Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

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 Information Confidentiality and Security Requirements

**E. Written Report.** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. 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 improper use or disclosure.

**F. Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

**7. Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

**8. Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

<b>DHCS Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a>  Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

**9. Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

## **EXHIBIT E**

### **PRIVACY AND INFORMATION SECURITY PROVISIONS**

This Exhibit E is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit E consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI); and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
1. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
2. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

**EXHIBIT E-1**

**HIPAA Business Associate Addendum**

**1. Recitals.**

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act. To the extent that data is both PHI or ePHI and Personally

Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

- D. The terms used in this Exhibit E-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

## 2. Definitions.

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be

used to identify the individual, as set forth under 45 CFR Section 160.103.

- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

### **3. Terms of Agreement.**

A. **Permitted Uses and Disclosures of Department PHI by Contractor.**

Except as otherwise indicated in this Exhibit E-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit E-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit E-1, Contractor may:

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. **Prohibited Uses and Disclosures**

- 1) Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for

which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

#### D. **Responsibilities of Contractor**

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. 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, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;
  - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this



Agreement; and

- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
  - 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.
  - 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.
  - 7) **Contractor's Agents and Subcontractors.**
    - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.
    - b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon

Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:

- i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
- ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- 12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
  - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of

the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov)). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  - ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the

form, to the extent known at that time, to the Information Protection Unit.

- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California,

Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
  
- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

<b>Department Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
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<p>See the Exhibit A, Scope of Work for Program Contract Manager information</p>	<p>Information Protection Unit          c/o: Office of HIPAA          Compliance Department of Health Care Services          P.O. Box 997413, MS 4722          Sacramento, CA 95899-7413          (916) 445-4646; (866) 866-0602</p> <p>Email:  <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a></p> <p>Fax: (916) 440-7680</p>	<p>Information Security Officer          DHCS Information Security Office          P.O. Box 997413, MS 6400          Sacramento, CA 95899-7413</p> <p>Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a></p> <p>Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874</p> <p>Fax: (916)440-5537</p>
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- 13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:
- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
  - b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

**E. Obligations of the Department.**

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.
- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to

the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.

- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

#### **F. Audits, Inspection and Enforcement**

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

#### **G. Termination.**

- 1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).
- 2) **Termination for Cause.** In accordance with 45 CFR Section 164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:
  - a. Provide an opportunity for Contractor to cure the breach or



end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or

- b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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**EXHIBIT E-2****Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA****1. Recitals.**

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
- 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),
  - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.
  - 3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security

Administration. Contractor must also ensure that any agents, including a subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

- D. The terms used in this Exhibit E-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

## 2. Definitions.

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

### 3. Terms of Agreement

#### A. Permitted Uses and Disclosures of Department PI and PII by Contractor

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

#### B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
  - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
  - c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.
- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use

or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.

- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
  - a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the

Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

- b.** Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS “Privacy Incident Report” form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select “Privacy” in the left column and then “Business Partner” near the middle of the page) or use this link:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> .
- c.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

  - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d. Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the

information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

- e. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- g. If Contractor has reason to believe that duplicate reporting of



the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- h. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

<b>Department Program Contract</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Exhibit A, Scope of Work for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a> Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

**10) Designation of Individual Responsible for Security**

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.

**EXHIBIT E-3****Miscellaneous Terms and Conditions****Applicable to Exhibit E**

- 1) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.
  
- 2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
  - a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or
  - b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
  
- 3) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

- 4) **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 this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 5) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 6) **Interpretation.** The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.
- 7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 8) **Regulatory References.** A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.
- 9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.
- 10) **No Waiver of Obligations.** No change, waiver or discharge of any

liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

- 11) Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.
- 12) Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.
- 13) Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 14) Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

**Attachment A**  
Data Security Requirements

**1. Personnel Controls**

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, 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 Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

**2. Technical Security Controls**

- A. **Workstation/Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI 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.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical 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. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. 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. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- 1) Upper case letters (A-Z)
  - 2) Lower case letters (a-z)
  - 3) Arabic numerals (0-9)

- 4) Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.
- I. **System Timeout.** The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. 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 Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

### 3. Audit Controls

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI 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 should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI 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. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format 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 Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

### 5. Paper Document Controls

- A. **Supervision of Data.** Department PHI or PI 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. Department PHI or PI 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 Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department PHI or PI 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 the fax.
- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**Departments: Elections**

**TIME REQUIRED**

**SUBJECT** Voting System Replacement Grant

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

The Secretary of State is offering a Voting System Replacement Grant Amendment with state funds to reimburse the county for voting system replacement activities. This grant is an amendment of a previously approved grant, for an additional available amount of \$122,036.30.

---

### RECOMMENDED ACTION:

1. Approve and authorize the Mono County Clerk-Recorder-Registrar to sign Agreement #18G30126 AMDT. #01 (Voting System Replacement) with the California Secretary of State for receipt of up to \$116,000 to be used to offset the cost of election equipment and \$6,036.30 to be used to offset costs of election management system replacement. 2. Increase appropriations by \$122,036.30, offset by grant revenues of \$122,036.30. Requires a 4/5ths vote.

---

### FISCAL IMPACT:

The Elections Department will realize unanticipated revenues of up to \$122,036.30 in grant funded reimbursement with no match required from county funds.

---

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** X5533 / skendall@mono.ca.gov

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Contract](#)

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/21/2019 4:04 PM	County Administrative Office	Yes
10/18/2019 10:05 AM	County Counsel	Yes
10/30/2019 5:03 PM	Finance	Yes



**CLERK – RECORDER – REGISTRAR  
COUNTY OF MONO**

---

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5530 • FAX (760) 932-5531

Shannon Kendall  
Clerk-Recorder-Registrar  
760-932-5533  
[skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)

Helen Nunn  
Asst. Clerk-Recorder-Registrar  
760-932-5534  
[hunn@mono.ca.gov](mailto:hunn@mono.ca.gov)

To: Honorable Board of Supervisors  
From: Shannon Kendall, Clerk-Recorder-Registrar of Voters  
Date: November 5, 2019

**Recommendation**

1. Approve and authorize the Mono County Clerk-Recorder-Registrar to sign Agreement #18G30126 AMDT. #01 (Voting System Replacement) with the California Secretary of State for receipt of up to \$116,000 to be used to offset the cost of election equipment and \$6,036.30 to be used to offset costs of election management system replacement. 2. Increase appropriations by \$122,036.30, offset by grant revenues of \$122,036.30. Requires a 4/5ths vote.

**Discussion**

The Secretary of State is offering an additional Voting System Replacement Grant, with state funds to reimburse the county for voting system replacement activities subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. This grant is an amendment of a previously approved grant, for an additional amount of \$122,036.30 and requires no county match to qualify for reimbursement.

Our intent is to use the necessary funds to acquire and implement AB1013 (Remote Accessible Vote by Mail System) which was passed by the Governor and goes into effect January 1, 2020. We will be able to accomplish this with a contract amendment with Dominion (our elections equipment and software provider) which comes before the Board later today. Additionally, we are hoping to pay off our KnowInk contract (electronic poll pads) early as this is also an allowable expense. We have until June 30, 2022 to use the funds and will plan accordingly on how best to spend the rest.

**Fiscal Impact**

The Elections Department will realize unanticipated revenues of up to \$122,036.30 in grant funded reimbursement with no match required from county funds.



**ALEX PADILLA** | SECRETARY OF STATE | STATE OF CALIFORNIA  
MANAGEMENT SERVICES | CONTRACT SERVICES

1500 11<sup>th</sup> Street, Room 460 | Sacramento, CA 95814 | Tel 916.653.5974 | Fax 916.653.8324 | www.sos.ca.gov

September 25, 2019

Mono County  
Attn: **Shannon Kendall**  
P.O. Box 237  
Bridgeport, CA 93517

Subject: Contract Number **18G30126 AMDT. #01 (Voting System Replacement)**

**Please see the marked instruction/information below.** If requested, please complete the following marked item(s) and return to the address stated below within ten (10) business days\*:

- STD. 213, Standard Agreement with attached Exhibits.** Please acquire the appropriate original signature on the first page of the STD. 213, and the additional three single STD. 213's and return the originally signed agreement package to the address above. **Please Note: Fax, photocopies and signature stamps are not acceptable.** Therefore, please make sure the STD. 213's have been originally signed. A fully executed copy will be returned to you once the contract execution has been completed.
- STD. 213A, Standard Agreement Amendment with attached NEW Exhibit.** Please acquire the appropriate signature for the first page of the STD. 213A and the additional three (3) single STD. 213A's. **Please Note: Fax, photocopies and signature stamps are not acceptable. Therefore, please make sure all four (4) of the STD. 213A's have been originally signed.** A fully executed copy will be returned to you once the contract execution has been completed. **Please return the signed agreement amendment package to the following address (not returning the package this address will delay processing):**

**Attn: Contract Services Unit**  
Secretary of State  
1500 11<sup>th</sup> Street, Room 460  
Sacramento, CA 95814

**\*IMPORTANT: If the signed agreement amendment package is not returned on or before June 1, 2020, this amendment may not be executed.**

- Along with the above referenced STD. 213A agreement amendment package, please **submit a copy of the resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your County office),** which by law has granted the authority to enter into the proposed contract amendment, authorizing execution of the agreement.

**Please Note: If the resolution (or other applicable document stated above) submitted with the originally executed contract also provides for the authority to enter into contract amendments, and DOES NOT INCLUDE any specific original contract dollar amount or contract term information, a copy of that same resolution (or other applicable document) should be sufficient for processing this agreement amendment request. Otherwise, a new resolution (or other applicable document) will need to be submitted accordingly. Please direct questions regarding this to the SOS Project Contact in your originally executed contract (Exhibit A – Scope of Work, Section C.).**



CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER <b>18G30126</b>	AMENDMENT NUMBER
REGISTRATION NUMBER:	01

- This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
**Secretary of State**  
CONTRACTOR'S NAME  
**Mono County**
- The term of this Agreement is: February 1, 2019, or upon approval by Dept. of General Services, if required, whichever is later through June 30, 2022
- The maximum amount of this Agreement after this amendment is: **\$ 238,036.30**  
 Two hundred thirty-eight thousand thirty-six dollars and thirty cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - The amount of the Agreement is hereby increased by \$ 122,036.30 and shall not exceed \$ 238,036.30, which includes \$ 6,036.30 for election management system (EMS) specific funds.
  - The term of the Agreement is hereby extended through June 30, 2022.
  - Exhibit A – Scope of Work, Section E. Use of Funds. Item 9., is hereby added to the Agreement, as stated below:  
**9. The replacement or enhancement of a county Election Management System (EMS), used by the county to track voter registration or voter preference, including for example, a voter's vote-by-mail status. This shall not include maintenance and operations (M&O) expenses.**
  - Exhibit B – Budget Detail and Payment Provisions, Item 7. Retroactive Payments, is hereby replaced in its entirety, as stated below:  
**7. Retroactive Payments**  
**Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015 and before June 30, 2022.**
  - Exhibit D – Special Terms and Conditions, Section A. Auditing, Item 1., is hereby by replaced in its entirety, as stated below:
    - Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – Scope of Work, Section E – Use of Funds as follows:**
      - Counties with 50 or fewer precincts will require no match of funds.**
      - Counties with 51 or more precincts will require 3:1 or 75%:25% match of funds.**
  - Exhibit B-1 – Funding Detail, is hereby added to the Agreement and attached hereto.

Except as stated herein, all other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Mono County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P.O. Box 237 Bridgeport, CA 93517		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Secretary of State		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Chief, Management Services Division		
ADDRESS 1500 11 <sup>th</sup> Street, Sacramento, CA 95814		

**EXHIBIT B-1  
(Standard Agreement)**

**FUNDING DETAIL**

The allotted contract amount with both fiscal year (FY) allotments are not to exceed a total contract budget of **\$ 238,036.30** as shown in the table below:

<b>Total Budget</b>	
FY 18/19 – Existing Contract Amount for replacement/upgrade to County voting systems	\$ 116,000.00
FY 19/20 – Additional Funding for replacement/upgrade to County voting systems	\$ 116,000.00
FY 19/20 – Additional funding specifically for election management system (EMS) replacement	\$ 6,036.30
<b>New Contract Amount</b>	<b>\$ 238,036.30</b>

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER 18G30126	PURCHASING AUTHORITY NUMBER (if applicable)
------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Mono County

2. The term of this Agreement is:

START DATE

February 1, 2019 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$ 116,000.00

One hundred sixteen thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4 pages
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	2 pages
Exhibit E	Additional Provisions	2 pages
Exhibit F	County Resolution	0 pages
Exhibit G	Contractor Voting System Replacement Activity Report	1 pages

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mono County

CONTRACTOR BUSINESS ADDRESS

P.O. Box 237

CITY

Bridgeport

STATE

CA

ZIP

93517

PRINTED NAME OF PERSON SIGNING

Shannon Kendall

TITLE

Clerk/Recorder/Registrar

CONTRACTOR AUTHORIZED SIGNATURE

Shannon Kendall

DATE SIGNED

02/06/19

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11<sup>th</sup> Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Cindy Halverstadt

TITLE

Chief, Management Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Cindy Halverstadt

DATE SIGNED

3/18/19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE




**RECEIVED**

APR 30 2019

**OFFICE OF THE CLERK**



EXHIBIT A  
(Standard Agreement)

**SCOPE OF WORK**

A. NAME OF PROGRAM

This program shall be known as "Voting System Replacement Contract 2018."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the counties within the state of California, as appropriated by Assembly Bill 1824, Chapter 38 (Stats.2018), (Voting System Replacement Contracts), pursuant to California Elections Code sections 19400 and 19402, administered by the Secretary of State, with state funds to reimburse counties for voting system replacement activities subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. Counties who receive the reimbursement of funds under this agreement are subject to the following:

1. Counties may seek reimbursement for payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015.
2. The funded activities must belong to one or more of the categories outlined below in Section E – USE OF FUNDS.
3. If a county uses funding provided to it for activities described below in Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.
4. Any voting system purchased or leased by a county for which the county seeks reimbursement from the Secretary of State pursuant to this Agreement and that does not require a voter to directly mark a ballot, must produce a paper version or representation of the voted ballot or of all of the ballots cast on a unit of the voting system. The paper version shall not be provided to the voter but shall be retained by elections officials for use during the one percent manual tally described in Elections Code Section 15360, or any recount, audit, or contest.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

- a. For County: **Shannon Kendall (760) 932-5537**
- b. For State: **Kathyrn Chaney (916) 695-1657**

EXHIBIT A  
(Standard Agreement)

D. MATCHING FUNDS

Counties may seek reimbursement where the county has spent matching county funds on voting systems replacement activities on a dollar-for-dollar basis, up to the maximum amount of funds allocated for the contract. Matching funds may also include federal funds such as Help America Vote Act (HAVA). **State funds**, such as Voting Modernization Bond Act of 2002 (VMB) may not be used as matching funds.

E. USE OF FUNDS

Any Voting Systems Replacement Contract 2018 funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).
2. Electronic poll books certified by the Secretary of State.
3. Ballot on demand systems certified by the Secretary of State.
4. Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State, including California Code of Regulations (CCR) Title 2, Division 7, Chapter 3, sections 20130-20138.
5. Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.
6. Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State's office.
7. Vote by mail ballot sorting and processing equipment.
8. Research and development of a new voting system using only nonproprietary software and firmware with disclosed source code that have not been certified or conditionally approved by the Secretary of State, but that would result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards, in addition to the following:
  - Manufacturing of the minimum number of voting system units reasonably necessary for either of the following purposes:
    - Testing and seeking administrative approval for the voting system pursuant to Section 19210 to 19214, inclusive.
    - Testing and demonstrating the capabilities of the voting system in a pilot program pursuant to paragraph (2) of subdivision (b) and subdivision (c) of Section 19209.

**EXHIBIT A**  
**(Standard Agreement)**

F. County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of Voting System Replacement Contract 2018 funds for:

1. The cost of purchasing any motored vehicle;
2. The cost of leasing for more than thirty (30) days of any motored vehicle;
3. The cost of purchasing any real property;
4. The cost of leasing any real property;
5. The cost of promotional items and memorabilia;
6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts that are not for the explicit use of facilitating electronic connections as defined above in Section E – USE OF FUNDS, #6 of this document; and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system;
7. General office supplies;
8. Any indirect rate or overhead costs distributed to county administrative support services.

G. DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING

If a county elections officials disposes of voting systems or voting equipment purchased with Voting System Replacement Contract funding:

1. No pre-approval or permission is required by the Secretary of State.
2. Sales should conform to county purchasing procedures. If those do not exist, counties should rely on the State Administrative Manual (SAM Chapter 8600).
3. A solid audit trail should be maintained and include the following:
  - a. All information relevant to valuation.
  - b. Documentation relevant to the source of funding used for the original purchase of the equipment being sold or disposed of.

**EXHIBIT A**  
**(Standard Agreement)**

- c. Information relevant to the actual sale or disposition, including the date, amount of the actual sale, which equipment was involved (description and inventory numbers) and receipts.
4. Prior to disposing or selling of any voting system or portion thereof, ensure the equipment is formatted so there is no software or firmware remaining on the equipment. All equipment should be taken back to a condition where it is solely a non-functioning piece of hardware.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State  
Attention: Accounts Payable  
P.O. Box 944260  
Sacramento, CA 94244-2600

Invoices may be submitted via email to [AccountsPayable@sos.ca.gov](mailto:AccountsPayable@sos.ca.gov). Please contact Accounts Payable at (916) 653-9165 for any further questions regarding invoices.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act or a Voting System Replacement Contract Spending Plan amendment 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 or a Voting System Replacement Contract Spending Plan amendment 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. Failure to Properly Claim Maximum Amount of Voting System Replacement Contract Funds**

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims, which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

**5. Basis of Claims**

Subject to the provisions of Paragraph #9 below, all claims for Voting System Contract Replacement Funds under this program must be based on invoices submitted by the County. All invoices or Agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS.

**EXHIBIT B  
(Standard Agreement)**

**6. Processing of Claims**

The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

- A. Contain a face sheet that summarizes each expenditure made by the categories set forth in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS;
- B. Include the total amount of the claim;
- C. Identify whether additional claims are expected to be submitted;
- D. Include the hourly charge of any contractor for which a claim is made for their time;
- E. Include signed Contractor Activity Reports, please see sample, which is Exhibit G - CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from Voting System Replacement Contract funds are required to submit timesheets for any work paid for as time and materials); and
- F. Include a copy of the contract, if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

**7. Retroactive Payments**

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before June 30, 2021.

**8. Payments of Claims**

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

**9. Deadline for Submitting Claims**

The deadline for submitting any claim under this program is 30 (thirty) days after the expiration date of this Agreement.

**10. Multiple Claims**

County can submit multiple claims for Voting Systems Replacement funds authorized above, within the aggregate limit established for County.

**11. Documentation to be Submitted**

- A. Each claim shall include a cover page that identifies the activity or service in Exhibit A – SCOPE OF WORK and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all documentation of the payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made.

**EXHIBIT B  
(Standard Agreement)**

- B. The county shall certify to the Secretary of State the source and amount of match funding, including supporting documentation of the source of funding such as a statement of account.
- C. If applicable, approval by the County Board of Supervisors, along with the appropriate County Resolution will be required.

**12. Order of Processing**

Claims shall be processed by the Secretary of State in order of receipt.

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**A. AUDITING**

1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, on a dollar-for-dollar basis, up to a maximum amount of funds allocated for the contract, as allocated per county.
2. County shall maintain records in a manner that:
  - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
  - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
  - c. Provides accounting data so the costs can readily be determined throughout Agreement period;
  - d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual.
3. Records shall be maintained for three (3) years after termination of this Agreement and for at least one (1) year following any audit or final disposition of any disputed audit finding.
4. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
5. County shall permit periodic site visits by the Secretary of State, or the Secretary of State's designee or designees, to determine if any Voting System Replacement Contract funds are being used or have been used in compliance with this Agreement and all applicable laws.

**B. GENERAL PROVISIONS**

1. Voting System Replacement Contract funds can only be used for the purposes for which the Voting System Replacement Contract funds are made.
2. No portion of any Voting System Replacement Contract funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E – Additional Provisions, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office.
3. Proceeds received by the County for the sale of equipment or sensitive property originally purchased by funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in Exhibit A – SCOPE OF WORK, Section G - DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, County will report such



**EXHIBIT D**  
**(Standard Agreement)**

expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.

4. Funds not claimed by County within thirty (30) days of the end date of this contract, or any funds claimed by a county that are not approved for use by the Secretary of State within one hundred eighty (180) days of the end date of this contract, shall revert to the Secretary of State.
5. 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 County to reflect any reduced amount.
6. This Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.
7. County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
8. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.
9. If a county uses funding provided to it for activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.

**EXHIBIT E  
(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**Secretary of State Policy Regarding Political Activity in the Workplace**

**SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE**

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

- 1) No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- 2) No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- 3) No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- 4) No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- 5) The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- 6) No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- 7) No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

**EXHIBIT E**  
**(Standard Agreement)**

- 8) No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- 9) No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- 10) An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- 11) Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed in Exhibit A – SCOPE OF WORK.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Approved Increase in Appropriations  
to the Lone Pine Interagency Visitor's  
Center

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

The Eastern Sierra Visitor Center in Lone Pine, CA is a multi-partner funded center, which includes Mono County. Mono County contributed \$5,000 Funds are provided to it every year. This item is a request for a one-time additional payment to the center in order to extend its operating hours through the end of November.

**RECOMMENDED ACTION:**

Approve increase of \$2,400 in Geothermal Royalties Fund to make a one-time payment to the Interagency Visitor's Center in Lone Pine for extending the center's operating hours through the end of November 2019 (requires 4/5ths vote).

**FISCAL IMPACT:**

This item increases Geothermal Royalty 2019-20 spending to \$122,400, funded by \$88,000 of anticipated royalty revenues and \$34,400 from carryover balance. Carryover balance, assuming this item is approved, is projected to be \$258,000 at June 30, 2020.

**CONTACT NAME:** Janet Dutcher

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time

Who

Approval

10/21/2019 3:49 PM	County Administrative Office	Yes
10/29/2019 1:58 PM	County Counsel	Yes
10/29/2019 2:57 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Monthly Treasury Transaction Report

**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)

Treasury Transaction Report for the month ending 9/30/2019.

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### RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 9/30/2019.

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### FISCAL IMPACT:

None

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**CONTACT NAME:** Gerald Frank

**PHONE/EMAIL:** 7609325483 / gfrank@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 9/30/2019](#)

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### History

Time	Who	Approval
10/30/2019 3:16 PM	County Administrative Office	Yes
10/30/2019 4:37 PM	County Counsel	Yes
10/29/2019 2:58 PM	Finance	Yes



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2019, End Date: 9/30/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	9/5/2019	378612AE5	500,000.00	City of Glendora CA POB 1.898 6/1/2024	100.00	500,000.00	0.00	1.90	500,000.00
Buy	9/18/2019	02007GLF8	247,000.00	Ally Bank 1.9 8/22/2022	99.57	245,932.96	347.15	2.05	246,280.11
<b>Subtotal</b>			<b>747,000.00</b>			<b>745,932.96</b>	<b>347.15</b>		<b>746,280.11</b>
Deposit	9/30/2019	CAMP60481	107.47	California Asset Management Program LGIP	100.00	107.47	0.00	0.00	107.47
Deposit	9/30/2019	OAKVALLEY0670	9,682.85	Oak Valley Bank Cash	100.00	9,682.85	0.00	0.00	9,682.85
Deposit	9/30/2019	OAKVALLEY0670	9,068,890.74	Oak Valley Bank Cash	100.00	9,068,890.74	0.00	0.00	9,068,890.74
<b>Subtotal</b>			<b>9,078,681.06</b>			<b>9,078,681.06</b>	<b>0.00</b>		<b>9,078,681.06</b>
<b>Total Buy Transactions</b>			<b>9,825,681.06</b>			<b>9,824,614.02</b>	<b>347.15</b>		<b>9,824,961.17</b>
<b>Interest/Dividends</b>									
Interest	9/1/2019	84485EAE7	0.00	Southwest Financial Federal CU 3.15 2/26/2021		0.00	666.16	0.00	666.16
Interest	9/1/2019	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	9/1/2019	369674AX4	0.00	GE Credit Union 3 8/31/2020		0.00	634.44	0.00	634.44
Interest	9/1/2019	3130A9AK7	0.00	FHLB 1.375 9/1/2020-16		0.00	3,781.25	0.00	3,781.25
Interest	9/1/2019	155751CU2	0.00	Central Valley Support Services Joint Powers Agenc		0.00	16,163.55	0.00	16,163.55
Interest	9/1/2019	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	624.25	0.00	624.25
Interest	9/1/2019	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	676.27	0.00	676.27
Interest	9/1/2019	798136TK3	0.00	City of San Jose CA Airport 4.75 3/1/2020-11		0.00	11,875.00	0.00	11,875.00
Interest	9/3/2019	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	332.93	0.00	332.93
Interest	9/5/2019	31926GAL4	0.00	First Bank of Greenwich 3 11/8/2020		0.00	626.79	0.00	626.79
Interest	9/5/2019	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	592.14	0.00	592.14
Interest	9/5/2019	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	297.26	0.00	297.26
Interest	9/7/2019	359899AE1	0.00	Fulton Bank 2.85 3/7/2023		0.00	3,519.95	0.00	3,519.95
Interest	9/9/2019	313380GJ0	0.00	FHLB 2 9/9/2022		0.00	10,000.00	0.00	10,000.00
Interest	9/9/2019	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2019, End Date: 9/30/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/9/2019	05580ALT9	0.00	BMW Bank North America 2.7 3/9/2022		0.00	3,334.69	0.00	3,334.69
Interest	9/10/2019	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	740.18	0.00	740.18
Interest	9/10/2019	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	426.57	0.00	426.57
Interest	9/11/2019	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	332.93	0.00	332.93
Interest	9/12/2019	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	9/13/2019	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	9/13/2019	3136G34X0	0.00	FNMA 1.15 9/13/2019		0.00	4,312.50	0.00	4,312.50
Interest	9/13/2019	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	9/13/2019	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	9/14/2019	88563LAG2	0.00	Three Rivers Federal Credit Union 2.8 11/14/2019		0.00	592.14	0.00	592.14
Interest	9/14/2019	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	551.42	0.00	551.42
Interest	9/15/2019	3136G3CU7	0.00	FNMA 1.55 6/15/2020-16		0.00	7,750.00	0.00	7,750.00
Interest	9/15/2019	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	9/15/2019	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	374.55	0.00	374.55
Interest	9/15/2019	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	9/15/2019	91159HHC7	0.00	US Bancorp 3 3/15/2022-22		0.00	7,500.00	0.00	7,500.00
Interest	9/15/2019	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	9/15/2019	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	624.25	0.00	624.25
Interest	9/16/2019	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	9/16/2019	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	697.88	0.00	697.88
Interest	9/16/2019	24422ESS9	0.00	John Deere Cap 2.3 9/16/2019		0.00	5,750.00	0.00	5,750.00
Interest	9/16/2019	36962G4R2	0.00	General Electric Co. 4.375 9/16/2020		0.00	10,937.50	0.00	10,937.50
Interest	9/17/2019	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	332.93	0.00	332.93
Interest	9/17/2019	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	9/17/2019	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	436.97	0.00	436.97
Interest	9/18/2019	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	426.57	0.00	426.57
Interest	9/18/2019	59161YAA4	0.00	Metro Credit Union 2.95 7/17/2020		0.00	623.86	0.00	623.86





## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2019, End Date: 9/30/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/19/2019	909557HX1	0.00	United Bankers Bank 3 9/21/2020		0.00	634.44	0.00	634.44
Interest	9/19/2019	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	697.88	0.00	697.88
Interest	9/19/2019	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	488.99	0.00	488.99
Interest	9/20/2019	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	9/20/2019	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	9/20/2019	89236TFN0	0.00	Toyota Motor Credit Corp 3.45 9/20/2023-18		0.00	8,625.00	0.00	8,625.00
Interest	9/20/2019	87164WGC6	0.00	SYNCHRONY BANK 2 3/20/2020		0.00	2,470.14	0.00	2,470.14
Interest	9/21/2019	49254FAC0	0.00	Keesler Federal Credit Union 3.1 12/21/2020		0.00	655.59	0.00	655.59
Interest	9/21/2019	52248LAA4	0.00	Lebanon Federal Credit Union 3.2 9/21/2023		0.00	3,952.22	0.00	3,952.22
Interest	9/22/2019	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	9/22/2019	90352RAC9	0.00	USAlliance Federal Credit Union 3 8/20/2021		0.00	624.25	0.00	624.25
Interest	9/22/2019	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	9/23/2019	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	9/23/2019	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	9/24/2019	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	645.05	0.00	645.05
Interest	9/24/2019	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60
Interest	9/25/2019	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	9/25/2019	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	416.16	0.00	416.16
Interest	9/26/2019	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	343.34	0.00	343.34
Interest	9/26/2019	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	9/26/2019	88413QBD9	0.00	Third Federal Savings and Loan Assn. of Cleveland		0.00	2,223.12	0.00	2,223.12
Interest	9/26/2019	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	312.12	0.00	312.12
Interest	9/26/2019	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	9/27/2019	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	9/28/2019	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	561.82	0.00	561.82
Interest	9/28/2019	06062R4E9	0.00	Bank of Baroda New York 3.3 9/28/2023		0.00	4,075.73	0.00	4,075.73



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2019, End Date: 9/30/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/28/2019	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	697.88	0.00	697.88
Interest	9/29/2019	72247PAC0	0.00	Pine Bluff Cotton Belt FCU 2.8 8/31/2020		0.00	582.63	0.00	582.63
Interest	9/29/2019	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	447.38	0.00	447.38
Interest	9/29/2019	3136G3VG7	0.00	FNMA 1.5 9/29/2020-17		0.00	1,875.00	0.00	1,875.00
Interest	9/30/2019	3133EJN62	0.00	FFCB 2.8 3/30/2020		0.00	14,000.00	0.00	14,000.00
Interest	9/30/2019	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	409.32	0.00	409.32
Interest	9/30/2019	CAMP60481	0.00	California Asset Management Program LGIP		0.00	107.47	0.00	107.47
Interest	9/30/2019	LAIF6000Q	0.00	Local Agency Investment Fund LGIP		0.00	89,284.05	0.00	89,284.05
Interest	9/30/2019	17286TAC9	0.00	Citadel Federal Credit Union 3 10/30/2020		0.00	634.44	0.00	634.44
Interest	9/30/2019	3130A9MG3	0.00	FHLB 1.5 9/30/2021-16		0.00	7,500.00	0.00	7,500.00
Interest	9/30/2019	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	665.86	0.00	665.86
Interest	9/30/2019	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	695.84	0.00	695.84
Interest	9/30/2019	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	649.64	0.00	649.64
Interest	9/30/2019	812541AA8	0.00	Seasons Federal Credit Union 3 10/30/2020		0.00	634.44	0.00	634.44
Interest	9/30/2019	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	9,682.85	0.00	9,682.85
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>262,964.39</b>		<b>262,964.39</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>262,964.39</b>		<b>262,964.39</b>
<b>Sell Transactions</b>									
Matured	9/13/2019	3136G34X0	750,000.00	FNMA 1.15 9/13/2019	0.00	750,000.00	0.00	0.00	750,000.00
Matured	9/16/2019	24422ESS9	500,000.00	John Deere Cap 2.3 9/16/2019	0.00	500,000.00	0.00	0.00	500,000.00
Matured	9/26/2019	20070PHK6	245,000.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019	0.00	245,000.00	0.00	0.00	245,000.00
Matured	9/26/2019	91330ABA4	245,000.00	UNITY BK CLINTON NJ 1.5 9/26/2019	0.00	245,000.00	0.00	0.00	245,000.00
<b>Subtotal</b>			<b>1,740,000.00</b>			<b>1,740,000.00</b>	<b>0.00</b>		<b>1,740,000.00</b>
Withdraw	9/3/2019	FIT	245,000.00	Funds in Transit Cash	0.00	245,000.00	0.00	0.00	245,000.00
Withdraw	9/26/2019	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	9/30/2019	OAKVALLEY0670	8,696,413.76	Oak Valley Bank Cash	0.00	8,696,413.76	0.00	0.00	8,696,413.76
<b>Subtotal</b>			<b>9,941,413.76</b>			<b>9,941,413.76</b>	<b>0.00</b>		<b>9,941,413.76</b>
<b>Total Sell Transactions</b>			<b>11,681,413.76</b>			<b>11,681,413.76</b>	<b>0.00</b>		<b>11,681,413.76</b>



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Quarterly Investment Report

**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)

Investment Report for the Quarter ending 9/30/2019.

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### RECOMMENDED ACTION:

Approve the Investment Report for the Quarter ending 9/30/2019.

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### FISCAL IMPACT:

None

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**CONTACT NAME:** Gerald Frank

**PHONE/EMAIL:** 7609325483 / gfrank@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Investment Report for the Quarter ending 9/30/2019](#)

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### History

Time	Who	Approval
10/29/2019 4:56 PM	County Administrative Office	Yes
10/30/2019 4:37 PM	County Counsel	Yes
10/29/2019 3:00 PM	Finance	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

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Gerald A. Frank, CGIP  
Assistant Finance Director  
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM  
Finance Director

Stephanie Butters  
Assistant Finance Director  
Auditor-Controller

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**Date:** November 5, 2019  
**To:** Honorable Board of Supervisors  
Treasury Oversight Committee  
Treasury Pool Participants  
**From:** Gerald Frank  
**Subject:** Quarterly Investment Report

The Treasury Pool investment report for the quarter ended September 30, 2019 is attached pursuant to Government Code §53646(b) and includes the following reports:

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

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

- The Sheriff’s Department has two accounts: The Civil Trust Account and the Sheriff’s Revolving Fund. The balances in these accounts as of September 30, 2019 were \$29,365 and \$3,572 respectively.
- Mono County’s OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$22,120,598 as of September 30, 2019. This is an irrevocable trust to mitigate the liability for the County’s obligation to pay for retiree health benefits.

The Treasury was in compliance with the Mono County Investment Policy on September 30, 2019.

Weighted Average Maturity (WAM) as of September 30, 2019 was 706 days.

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

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a cost basis, the portfolio totaled \$100,127,866 and the market value was \$101,175,487 (calculated by Union Bank) or 101.05% of cost. Market value does not include accrued interest, which was \$408,704, on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	12/31/2018	3/31/2019	6/30/2019	9/30/2019
Average Daily Balance	\$105,707,557	\$113,596,251	\$120,917,140	\$103,873,589
Earned Interest (including accruals)	\$555,712	\$629,260	\$691,138	\$599,198
Earned Interest Rate	2.0857%	2.2466%	2.2926%	2.2886%
Number of Days in Quarter	92	90	91	92
Interest Received (net of amortized costs)	\$507,233	\$603,183	\$687,366	\$601,285
Administration Costs	\$11,286	\$19,093	\$11,283	\$ 9,904
Net Interest for Apportionment	\$495,947	\$584,090	\$676,083	\$591,381



## Mono County Portfolio Holdings by Security Sector As of September 30, 2019

Description	CUSIP	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
<b>Cash</b>												
Oak Valley Bank Cash	OAKVALLEY0670	02/28/2009	5,369,283.58	5,369,283.58	5,369,283.58	2.391	2.391	N/A	1	None		5.38
<b>Sub Total / Average Cash</b>			<b>5,369,283.58</b>	<b>5,369,283.58</b>	<b>5,369,283.58</b>	<b>2.391</b>	<b>2.391</b>		<b>1</b>		<b>0.00</b>	<b>5.38</b>
<b>Local Government Investment Pools</b>												
California Asset Management Program LGIP	CAMP60481	08/03/2017	59,000.64	59,000.64	59,000.64	2.220	2.220	N/A	1	None		0.06
Local Agency Investment Fund LGIP	LAIF6000Q	07/01/2014	13,041,117.06	13,041,117.06	13,041,117.06	2.280	2.280	N/A	1	NR		13.06
<b>Sub Total / Average Local Government Investment Pools</b>			<b>13,100,117.70</b>	<b>13,100,117.70</b>	<b>13,100,117.70</b>	<b>2.280</b>	<b>2.280</b>		<b>1</b>		<b>0.00</b>	<b>13.12</b>
<b>Local Government Notes</b>												
Hilton Creek Community Service District 3.3 7/15/2	LOANHCCSD	07/16/2018	81,277.17	81,277.17	81,277.17	3.300	3.300	07/15/2023	1,384	NR	565.82	0.08
<b>Sub Total / Average Local Government Notes</b>			<b>81,277.17</b>	<b>81,277.17</b>	<b>81,277.17</b>	<b>3.300</b>	<b>3.300</b>		<b>1,384</b>		<b>565.82</b>	<b>0.08</b>
<b>CD Negotiable</b>												
ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022	01748DAX4	09/29/2017	245,000.00	245,000.00	247,413.25	2.150	2.150	09/29/2022	1,095	None	14.43	0.25
Ally Bank 1.9 8/22/2022	02007GLF8	09/18/2019	245,932.96	247,000.00	247,619.97	1.900	2.053	08/22/2022	1,057	None	501.44	0.25
American Express Bank, FSB 2.35 5/3/2022	02587CEM8	05/03/2017	245,000.00	245,000.00	247,420.60	2.350	2.350	05/03/2022	946	None	2,366.10	0.25
AMERICAN EXPRESS CENTURION BK 1.85 4/29/2020	02587DXK9	04/29/2015	245,000.00	245,000.00	245,245.00	1.850	1.850	04/29/2020	212	None	1,912.34	0.25
Apex Bank 3.1 8/24/2023	03753XBD1	08/24/2018	245,000.00	245,000.00	256,551.75	3.100	3.100	08/24/2023	1,424	None	124.85	0.25
Bank Hapoalim B.M. 3.5 11/14/2023	06251AV31	11/14/2018	245,000.00	245,000.00	260,856.40	3.500	3.500	11/14/2023	1,506	None	3,265.55	0.25
Bank of Baroda New York 3.3 9/28/2023	06062R4E9	11/19/2018	243,652.50	245,000.00	258,639.15	3.300	3.423	09/28/2023	1,459	None	44.30	0.25
Bank of Deerfield 2.85 2/15/2024	061785DY4	02/15/2019	249,000.00	249,000.00	259,052.13	2.850	2.850	02/15/2024	1,599	None	291.64	0.25
Bank of Delight 2.85 2/22/2024	061803AH5	02/22/2019	249,000.00	249,000.00	259,074.54	2.850	2.850	02/22/2024	1,606	None	155.54	0.25
Bank of New England 3.2 7/31/2023	06426KAM0	08/09/2018	247,000.00	247,000.00	259,399.40	3.200	3.200	07/31/2023	1,400	None	0.00	0.25
Belmont Savings Bank 2.7 2/28/2023	080515CH0	02/28/2018	245,000.00	245,000.00	252,060.90	2.700	2.700	02/28/2023	1,247	None	36.25	0.25
BENEFICIAL BANK 2.15 10/18/2022	08173QBX3	10/18/2017	245,000.00	245,000.00	247,432.85	2.150	2.150	10/18/2022	1,114	None	2,381.20	0.25
BMW Bank North America 2.7 3/9/2022	05580ALT9	03/09/2018	245,000.00	245,000.00	250,223.40	2.700	2.700	03/09/2022	891	None	380.59	0.25
Caldwell Bank & Trust Company 1.95 8/19/2024	128829AE8	08/19/2019	247,000.00	247,000.00	247,128.44	1.950	1.950	08/19/2024	1,785	None	554.23	0.25
Capital One Bank USA NA 2 8/21/2024	14042TCB1	08/30/2019	245,000.00	245,000.00	245,693.35	2.000	2.000	08/21/2024	1,787	None	536.99	0.25
CAPITAL ONE, NATIONAL ASSOCIATION 1.7 10/5/2021	14042RCQ2	10/05/2016	245,000.00	245,000.00	243,316.85	1.700	1.700	10/05/2021	736	None	2,031.15	0.25
CF Bank 2 8/13/2024	15721UDA4	08/13/2019	249,000.00	249,000.00	249,729.57	2.000	2.000	08/13/2024	1,779	None	231.95	0.25
CIT BK SALT LAKE CITY 2.25 11/26/2019	17284C4F8	11/26/2014	245,000.00	245,000.00	245,122.50	2.250	2.250	11/26/2019	57	None	1,918.05	0.25
Citadel Federal Credit Union 3 10/30/2020	17286TAC9	10/30/2018	249,000.00	249,000.00	252,212.10	3.000	3.000	10/30/2020	396	None	0.00	0.25
COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021	20033APV2	04/11/2016	245,000.00	245,000.00	245,372.40	1.600	1.600	04/12/2021	560	None	204.05	0.25
Commercial Bank Harrogate 3.4 11/15/2023	20143PDV9	11/15/2018	249,000.00	249,000.00	264,189.00	3.400	3.400	11/15/2023	1,507	None	347.92	0.25
Community Credit Union of Lynn 3.1 11/30/2020	20369AAG5	11/30/2018	246,000.00	246,000.00	249,680.16	3.100	3.100	11/30/2020	427	None	2,569.86	0.25
Compass Bank 3.1 11/30/2020	20451PVY9	11/28/2018	246,000.00	246,000.00	249,680.16	3.100	3.100	11/30/2020	427	None	2,611.64	0.25
Congressional Bank 2.1 7/24/2024	20726ABD9	07/24/2019	247,000.00	247,000.00	248,904.37	2.100	2.100	07/24/2024	1,759	None	966.35	0.25



## Mono County Portfolio Holdings by Security Sector As of September 30, 2019

Description	CUSIP	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Cornerstone Community Bank 2.6 5/17/2024	219240BY3	05/17/2019	249,000.00	249,000.00	256,577.07	2.600	2.600	05/17/2024	1,691	None	230.58	0.25
Country Bank New York 3 1/25/2024	22230PBY5	01/25/2019	249,000.00	249,000.00	260,538.66	3.000	3.000	01/25/2024	1,578	None	102.33	0.25
Crossfirst Bank 2.05 8/18/2022	22766ABN4	08/18/2017	245,000.00	245,000.00	246,646.40	2.050	2.050	08/18/2022	1,053	None	165.12	0.25
Direct Federal Credit Union 3.5 9/11/2023	25460FCF1	12/10/2018	249,000.00	249,000.00	264,647.16	3.500	3.500	09/11/2023	1,442	None	477.53	0.25
DISCOVER BK GREENWOOD DEL 1.9 5/6/2020	254672NC8	05/06/2015	245,000.00	245,000.00	245,110.25	1.900	1.900	05/06/2020	219	None	1,874.75	0.25
Dollar BK Fed Savings BK 2.9 4/13/2023	25665QAX3	04/13/2018	245,000.00	245,000.00	253,915.55	2.900	2.900	04/13/2023	1,291	None	3,309.18	0.25
Enerbank USA 3.2 8/30/2023	29278TCP3	08/31/2018	245,000.00	245,000.00	257,526.85	3.200	3.200	08/30/2023	1,430	None	0.00	0.25
Evansville Teachers Federal Credit Union 2.6 6/12/	299547AQ2	06/12/2019	249,000.00	249,000.00	256,604.46	2.600	2.600	06/12/2024	1,717	None	514.37	0.25
EVERBANK 1.3 11/4/2019	29976DW48	11/04/2016	245,000.00	245,000.00	244,801.55	1.300	1.300	11/04/2019	35	None	1,300.18	0.25
Farmers State Bank 2.35 9/19/2022	310567AB8	01/19/2018	245,000.00	245,000.00	248,809.75	2.350	2.350	09/19/2022	1,085	None	173.51	0.25
First Bank of Greenwich 3 11/8/2020	31926GAL4	11/05/2018	246,000.00	246,000.00	249,205.38	3.000	3.000	11/08/2020	405	None	505.48	0.25
First Bank of Highland 2.2 8/9/2022	319141HD2	08/09/2017	245,000.00	245,000.00	247,653.35	2.200	2.200	08/09/2022	1,044	None	767.89	0.25
FIRST BUSINESS BK MADISON WIS 1.9 1/13/2021	31938QQ98	01/13/2016	245,000.00	245,000.00	245,308.70	1.900	1.900	01/13/2021	471	None	1,007.52	0.25
First Kentucky Bank Inc 2.55 4/26/2024	32065TAZ4	04/26/2019	249,000.00	249,000.00	256,004.37	2.550	2.550	04/26/2024	1,670	None	69.58	0.25
First Missouri State Bank 2.85 8/14/2023	32100LBY0	02/13/2019	246,000.00	246,000.00	255,212.70	2.850	2.850	08/14/2023	1,414	None	921.99	0.25
First National Bank Dama 2.8 5/5/2023	32117BCX4	03/05/2019	249,000.00	249,000.00	257,361.42	2.800	2.800	05/05/2023	1,313	None	477.53	0.25
First National Bank of McGregor 2.85 2/21/2024	32112UCW9	02/21/2019	249,000.00	249,000.00	259,072.05	2.850	2.850	02/21/2024	1,605	None	194.42	0.25
First Premier Bank 2.05 8/22/2022	33610RQY2	08/22/2017	245,000.00	245,000.00	246,648.85	2.050	2.050	08/22/2022	1,057	None	550.41	0.25
First Service Bank 3.3 5/16/2023	33640VCF3	11/16/2018	249,000.00	249,000.00	249,149.40	3.300	3.300	05/16/2023	1,324	None	315.17	0.25
Firstier Bank 1.95 8/23/2024	33766LAJ7	08/23/2019	249,000.00	249,000.00	249,119.52	1.950	1.950	08/23/2024	1,789	None	93.12	0.25
FNB BANK INC 2 2/25/2022	330459BY3	08/25/2017	245,000.00	245,000.00	246,124.55	2.000	2.000	02/25/2022	879	None	67.12	0.25
FNB Bank Inc/Romney 3 1/16/2024	30257JAM7	01/16/2019	249,000.00	249,000.00	261,342.93	3.000	3.000	01/16/2024	1,569	None	306.99	0.25
Fulton Bank 2.85 3/7/2023	359899AE1	03/07/2019	245,000.00	245,000.00	253,310.40	2.850	2.850	03/07/2023	1,254	None	439.99	0.25
GE Credit Union 3 8/31/2020	369674AX4	08/31/2018	249,000.00	249,000.00	251,721.57	3.000	3.000	08/31/2020	336	None	593.51	0.25
GOLDMAN SACHS BK USA NEW YORK 1.9 4/22/2020	38148JRS2	05/05/2015	244,387.50	245,000.00	245,232.75	1.900	1.953	04/22/2020	205	None	2,053.30	0.25
Great Plains Bank 2.8 2/27/2024	39115UBE2	02/27/2019	249,000.00	249,000.00	258,564.09	2.800	2.800	02/27/2024	1,611	None	57.30	0.25
Healthcare Systems Federal Credit Union 3.2 1/18/2	42228LAC5	01/18/2019	245,000.00	245,000.00	255,767.75	3.200	3.200	01/18/2023	1,206	None	1,589.48	0.25
High Plains Bank 3 1/16/2024	42971GAA9	01/16/2019	245,000.00	245,000.00	256,284.70	3.000	3.000	01/16/2024	1,569	None	1,530.41	0.25
Home Savings Bank UT 2.85 2/12/2024	43733LBF3	02/12/2019	246,000.00	246,000.00	255,899.04	2.850	2.850	02/12/2024	1,596	None	941.20	0.25
Industrial and Commercial Bank of China USA, NA 2.	45581EAR2	02/14/2018	245,000.00	245,000.00	251,595.40	2.650	2.650	02/14/2023	1,233	None	284.60	0.25
Jefferson Financial Credit Union 3.35 10/19/2023	474067AQ8	10/19/2018	245,000.00	245,000.00	259,232.05	3.350	3.350	10/19/2023	1,480	None	3,687.75	0.25
Keesler Federal Credit Union 3.1 12/21/2020	49254FAC0	12/21/2018	249,000.00	249,000.00	252,919.26	3.100	3.100	12/21/2020	448	None	190.33	0.25
Knox TVA Employee Credit Union 3.25 8/30/2023	499724AD4	08/30/2018	245,000.00	245,000.00	257,980.10	3.250	3.250	08/30/2023	1,430	None	632.64	0.25
KS Statebank Manhattan KS 2.1 5/17/2022	50116CBE8	11/17/2017	245,000.00	245,000.00	246,839.95	2.100	2.100	05/17/2022	960	None	183.25	0.25
Lafayette Federal Credit Union 3.5 11/20/2023	50625LAK9	11/20/2018	249,000.00	249,000.00	265,214.88	3.500	3.500	11/20/2023	1,512	None	238.77	0.25



## Mono County Portfolio Holdings by Security Sector As of September 30, 2019

Description	CUSIP	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
LCA Bank Corporation 2.3 1/12/2022	501798LJ9	01/12/2018	245,000.00	245,000.00	247,712.15	2.300	2.300	01/12/2022	835	None	1,235.07	0.25
Lebanon Federal Credit Union 3.2 9/21/2023	52248LAA4	09/21/2018	245,000.00	245,000.00	257,644.45	3.200	3.200	09/21/2023	1,452	None	193.32	0.25
Maine Savings Federal Credit Union 3.3 5/19/2023	560507AJ4	10/19/2018	249,000.00	249,000.00	261,811.05	3.300	3.300	05/19/2023	1,327	None	247.64	0.25
Mainstreet Bank 2.6 4/26/2024	56065GAG3	04/26/2019	249,000.00	249,000.00	256,549.68	2.600	2.600	04/26/2024	1,670	None	70.95	0.25
MARLIN BUSINESS BANK 1.4 10/28/2020	57116AMW5	10/28/2016	245,000.00	245,000.00	243,593.70	1.400	1.400	10/28/2020	394	None	1,456.58	0.25
MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021	55266CQE9	01/15/2016	245,000.00	245,000.00	246,724.80	1.800	1.800	01/15/2021	473	None	181.23	0.25
MEDALLION BANK 2.15 10/11/2022	58404DAP6	10/11/2017	245,000.00	245,000.00	247,423.05	2.150	2.150	10/11/2022	1,107	None	2,496.65	0.25
Mercantil Bank NA 1.9 3/2/2020	58733AEJ4	08/29/2017	245,000.00	245,000.00	245,046.55	1.900	1.900	03/02/2020	154	None	382.60	0.25
Merrick Bank 2.05 8/10/2022	59013JZP7	08/10/2017	245,000.00	245,000.00	246,636.60	2.050	2.050	08/10/2022	1,045	None	275.21	0.25
Metro Credit Union 2.95 7/17/2020	59161YAA4	01/18/2019	249,000.00	249,000.00	251,260.92	2.950	2.950	07/17/2020	291	None	241.50	0.25
Michigan Legacy Credit Union 3.45 11/9/2023	59452WAE8	11/09/2018	249,000.00	249,000.00	264,637.20	3.450	3.450	11/09/2023	1,501	None	494.25	0.25
Midwest Bank of West IL 3.3 8/29/2022	59828PCA6	11/28/2018	249,000.00	249,000.00	259,515.27	3.300	3.300	08/29/2022	1,064	None	45.02	0.25
Morgan Stanley Bank 2.65 1/11/2023	61747MF63	01/11/2018	245,000.00	245,000.00	251,433.70	2.650	2.650	01/11/2023	1,199	None	1,440.80	0.25
Morgan Stanley Private Bank 3.55 11/8/2023	61760ARS0	11/08/2018	245,000.00	245,000.00	260,594.25	3.550	3.550	11/08/2023	1,500	None	3,455.17	0.25
Mountain America Federal Credit Union 3 3/27/2023	62384RAF3	03/27/2018	245,000.00	245,000.00	254,684.85	3.000	3.000	03/27/2023	1,274	None	302.05	0.25
Northland Area Federal Credit Union 2.6 2/13/2023	666496AB0	02/13/2018	245,000.00	245,000.00	251,181.35	2.600	2.600	02/13/2023	1,232	None	855.15	0.25
Northwest Bank 2.95 2/13/2024	66736ABP3	02/13/2019	249,000.00	249,000.00	260,090.46	2.950	2.950	02/13/2024	1,597	None	342.12	0.25
Numerica Credit Union 3.4 10/31/2023	67054NAM5	10/31/2018	249,000.00	249,000.00	264,091.89	3.400	3.400	10/31/2023	1,492	None	0.00	0.25
Pacific Crest Savings Bank 2.85 3/13/2024	69417ACG2	03/13/2019	249,000.00	249,000.00	259,144.26	2.850	2.850	03/13/2024	1,626	None	330.52	0.25
Peoples Bank Newton NC 2 7/31/2024	710571DS6	08/01/2019	248,253.00	249,000.00	249,766.92	2.000	2.063	07/31/2024	1,766	None	0.00	0.25
Pine Bluff Cotton Belt FCU 2.8 8/31/2020	72247PAC0	08/29/2018	245,000.00	245,000.00	247,231.95	2.800	2.800	08/31/2020	336	None	18.79	0.25
Plains Commerce Bank 2.6 5/10/2024	72651LCJ1	05/10/2019	245,000.00	245,000.00	252,418.60	2.600	2.600	05/10/2024	1,684	None	2,495.64	0.25
Preferred Bank LA Calif 2 8/16/2024	740367HP5	08/16/2019	249,000.00	249,000.00	249,722.10	2.000	2.000	08/16/2024	1,782	None	191.01	0.25
Raymond James Bank, NA 2 8/23/2024	75472RAE1	08/23/2019	247,000.00	247,000.00	247,691.60	2.000	2.000	08/23/2024	1,789	None	514.30	0.25
Sallie Mae Bank/Salt Lake 2.75 4/10/2024	7954502D6	04/10/2019	245,000.00	245,000.00	253,964.55	2.750	2.750	04/10/2024	1,654	None	3,193.39	0.25
Seasons Federal Credit Union 3 10/30/2020	812541AA8	10/30/2018	249,000.00	249,000.00	252,212.10	3.000	3.000	10/30/2020	396	None	0.00	0.25
Southwest Financial Federal CU 3.15 2/26/2021	84485EAE7	11/28/2018	249,000.00	249,000.00	253,661.28	3.150	3.150	02/26/2021	515	None	623.18	0.25
State Bank of India-Chicago IL 3.6 11/29/2023	856283G59	11/29/2018	245,000.00	245,000.00	261,946.65	3.600	3.600	11/29/2023	1,521	None	2,996.38	0.25
State Bank of Reeseville 2.6 4/12/2024	856487AM5	04/12/2019	249,000.00	249,000.00	256,529.76	2.600	2.600	04/12/2024	1,656	None	319.27	0.25
STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021	855736DA9	02/17/2016	245,000.00	245,000.00	246,004.50	1.600	1.600	02/17/2021	506	None	139.62	0.25
SYNCHRONY BANK 2 3/20/2020	87164WGC6	03/20/2015	245,000.00	245,000.00	245,203.35	2.000	2.000	03/20/2020	172	None	134.25	0.25
Third Federal Savings and Loan Assn. of Cleveland	88413QBD9	03/26/2015	245,000.00	245,000.00	245,252.35	1.800	1.800	03/26/2020	178	None	48.33	0.25
Three Rivers Federal Credit Union 2.8 11/14/2019	88563LAG2	11/14/2018	249,000.00	249,000.00	249,271.41	2.800	2.800	11/14/2019	45	None	305.62	0.25
UBS Bank USA 3.45 10/24/2023	90348JEV8	10/24/2018	249,000.00	249,000.00	264,530.13	3.450	3.450	10/24/2023	1,485	None	141.21	0.25
United Bankers Bank 3 9/21/2020	909557HX1	12/19/2018	249,000.00	249,000.00	251,885.91	3.000	3.000	09/21/2020	357	None	225.12	0.25





## Mono County Portfolio Holdings by Security Sector As of September 30, 2019

Description	CUSIP	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
University of Iowa Community Credit Union 3 4/28/2	91435LAB3	04/30/2018	245,000.00	245,000.00	254,885.75	3.000	3.000	04/28/2023	1,306	None	583.97	0.25
USAlliance Federal Credit Union 3 8/20/2021	90352RAC9	08/22/2018	245,000.00	245,000.00	250,463.50	3.000	3.000	08/20/2021	690	None	161.10	0.25
Verus Bank of Commerce 2.8 2/22/2024	92535LCC6	02/22/2019	249,000.00	249,000.00	258,551.64	2.800	2.800	02/22/2024	1,606	None	152.81	0.25
Washington Federal Bank 2.05 8/23/2024	938828BJ8	08/23/2019	249,000.00	249,000.00	250,282.35	2.050	2.050	08/23/2024	1,789	None	97.89	0.25
WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021	949748Z5	08/03/2016	245,000.00	245,000.00	243,493.25	1.600	1.600	08/03/2021	673	None	289.97	0.25
WEX BANK 2 10/19/2020	92937CGB8	10/18/2017	245,000.00	245,000.00	245,507.15	2.000	2.000	10/19/2020	385	None	2,215.07	0.25
Whitney Bank 1.75 10/25/2019	966594BD4	10/25/2017	245,000.00	245,000.00	244,973.05	1.750	1.750	10/25/2019	25	None	1,855.96	0.25
Worlds Foremost Bk Sidney NE 1.75 5/5/2021	981571CE0	05/05/2016	200,000.00	200,000.00	199,686.00	1.750	1.750	05/05/2021	583	None	239.73	0.20
<b>Sub Total / Average CD Negotiable</b>			<b>25,104,225.96</b>	<b>25,108,000.00</b>	<b>25,704,873.13</b>	<b>2.598</b>	<b>2.602</b>		<b>1,099</b>		<b>80,282.16</b>	<b>25.15</b>
<b>Corporate Bonds</b>												
Apple Inc 2.15 2/6/2022-15	037833AY6	10/20/2017	500,095.39	500,000.00	503,780.00	2.150	2.145	02/06/2022	860	Moody's-Aa1	1,522.92	0.50
Apple Inc 2.7 5/13/2022-15	037833BF6	11/13/2018	488,676.62	500,000.00	511,365.00	2.700	3.392	05/13/2022	956	Moody's-Aa1	5,137.50	0.50
Apple Inc. 3.45 5/6/2024-14	037833AS9	05/06/2019	514,690.00	500,000.00	532,315.00	3.450	2.816	05/06/2024	1,680	Moody's-Aa1	6,900.00	0.50
Bank of New York Mellon 3.5 4/28/2023	06406RAG2	04/30/2018	500,250.92	500,000.00	523,790.00	3.500	3.489	04/28/2023	1,306	Moody's-A1	7,388.89	0.50
Berkshire Hathaway Inc 3.4 1/31/2022	084670BF4	04/25/2017	528,500.00	500,000.00	518,270.00	3.400	2.135	01/31/2022	854	Moody's-Aa2	2,833.33	0.50
Cisco Systems Inc 2.45 6/15/2020-15	17275RAX0	01/23/2018	501,300.00	500,000.00	501,780.00	2.450	2.337	06/15/2020	259	Moody's-A1	3,572.92	0.50
Colgate-Palmolive 2.25 11/15/2022-17	19416QEL0	11/15/2017	499,805.00	500,000.00	504,855.00	2.250	2.258	11/15/2022	1,142	Moody's-Aa3	4,218.75	0.50
General Electric Co. 4.375 9/16/2020	36962G4R2	10/11/2016	553,655.00	500,000.00	508,635.00	4.375	1.550	09/16/2020	352	Moody's-Baa1	850.69	0.50
International Business Machine Corp 1.875 8/1/2022	459200HG9	10/19/2017	490,400.00	500,000.00	497,845.00	1.875	2.301	08/01/2022	1,036	Moody's-A2	1,536.46	0.50
Microsoft Corp 2 11/3/2020-20	594918BG8	12/28/2015	501,580.00	500,000.00	500,830.00	2.000	1.931	11/03/2020	400	Moody's-Aaa	4,083.33	0.50
Microsoft Corp 2.65 11/3/2022-22	594918BH6	11/03/2017	507,740.00	500,000.00	512,665.00	2.650	2.320	11/03/2022	1,130	Moody's-Aaa	5,410.42	0.50
Oracle Corp 2.5 5/15/2022-15	68389XBB0	11/13/2018	483,495.00	500,000.00	506,095.00	2.500	3.509	05/15/2022	958	Moody's-A1	4,687.50	0.50
Procter & Gamble Co 2.15 8/11/2022-17	742718EU9	10/29/2018	480,269.24	500,000.00	505,555.00	2.150	3.267	08/11/2022	1,046	Moody's-Aa3	1,463.19	0.50
Toyota Motor Credit 3.35 1/5/2024	89236TFS9	02/12/2019	506,560.00	500,000.00	527,000.00	3.350	3.059	01/05/2024	1,558	Moody's-Aa3	3,815.28	0.50
Toyota Motor Credit Corp 3.45 9/20/2023-18	89236TFN0	10/03/2018	499,217.02	500,000.00	528,855.00	3.450	3.484	09/20/2023	1,451	Moody's-Aa3	479.17	0.50
United Parcel Service 2.5 4/1/2023-23	911312BK1	04/05/2018	485,225.00	500,000.00	506,735.00	2.500	3.145	04/01/2023	1,279	Moody's-A1	6,215.28	0.50
US Bancorp 3 3/15/2022-22	91159HHC7	04/25/2017	517,195.00	500,000.00	511,995.00	3.000	2.253	03/15/2022	897	Moody's-A1	625.00	0.50
US Bank NA 2 1/24/2020-19	90331HNB5	01/08/2019	494,955.00	500,000.00	500,035.00	2.000	2.988	01/24/2020	116	S&P-AA-	1,833.33	0.50
US Bank NA 3.4 7/24/2023-23	90331HNV1	08/01/2018	498,910.00	500,000.00	523,945.00	3.400	3.448	07/24/2023	1,393	S&P-AA-	3,116.67	0.50
<b>Sub Total / Average Corporate Bonds</b>			<b>9,552,519.19</b>	<b>9,500,000.00</b>	<b>9,726,345.00</b>	<b>2.797</b>	<b>2.728</b>		<b>983</b>		<b>65,690.63</b>	<b>9.51</b>
<b>Municipal Bonds</b>												
California State GO UNLTD 2.367 4/1/2022	13063DAD0	04/27/2017	252,287.50	250,000.00	253,157.50	2.367	2.170	04/01/2022	914	Moody's-Aa3	2,942.31	0.25
California State GO UNLTD 2.367 4/1/2022	13063DAD0	04/27/2017	251,937.50	250,000.00	253,157.50	2.367	2.200	04/01/2022	914	Moody's-Aa3	2,942.31	0.25
Central Valley Support Services Joint Powers Agenc	155751CU2	09/04/2018	641,651.40	585,000.00	658,265.40	5.526	3.400	09/01/2023	1,432	S&P-A+	2,604.13	0.59
City of Glendora CA POB 1.898 6/1/2024	378612AE5	09/05/2019	500,000.00	500,000.00	500,770.00	1.898	1.898	06/01/2024	1,706	S&P-AAA	659.03	0.50



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City of Ridgecrest California 5 6/1/2022	765761BH3	12/18/2018	463,478.40	440,000.00	470,659.20	5.000	3.351	06/01/2022	975	S&P-AA	7,272.22	0.44
City of San Jose CA Airport 4.75 3/1/2020-11	798136TK3	09/14/2016	550,655.00	500,000.00	505,900.00	4.750	1.724	03/01/2020	153	Moody's-A2	1,913.19	0.50
Hawaiian Gardens Redev 2.714 12/1/2023	41987YAV8	04/29/2019	501,250.00	500,000.00	516,020.00	2.714	2.655	12/01/2023	1,523	S&P-AA	5,842.64	0.50
LANCASTER REDEV AGY A 2.125 8/1/2021	513802CE6	08/01/2016	661,995.40	655,000.00	656,788.15	2.125	1.900	08/01/2021	671	S&P-AA	2,281.13	0.66
Los Angeles Cnty Public Wks 6.091 8/1/2022-10	54473ENR1	07/12/2018	555,000.00	500,000.00	557,040.00	6.091	3.176	08/01/2022	1,036	Moody's-Aa2	4,991.24	0.50
Palm Desert CA Redev 2.25 10/1/2020	696624CC7	04/26/2018	247,077.50	250,000.00	250,960.00	2.250	2.750	10/01/2020	367	S&P-AA	2,796.88	0.25
Rancho Cucamonga Ca Public Finance Authority 3 5/1	75213EAY0	02/14/2019	449,896.50	450,000.00	464,760.00	3.000	3.004	05/01/2023	1,309	S&P-AA	8,475.00	0.45
Riverside Unified School District-Ref 1.94 8/1/202	769059XS0	05/25/2016	387,156.00	385,000.00	384,318.55	1.940	1.801	08/01/2020	306	Moody's-Aa2	1,224.09	0.39
San Bernardino City CA SCH Dist 4 8/1/2020	796711C56	01/16/2018	410,985.65	395,000.00	401,122.50	4.000	2.350	08/01/2020	306	Moody's-A1	2,589.44	0.40
San Jose RDA Successor Agency 2.828 8/1/2023	798170AF3	01/11/2019	302,776.55	305,000.00	314,705.10	2.828	3.000	08/01/2023	1,401	S&P-AA	1,413.61	0.31
State of California 3 4/1/2024	13063DLZ9	04/04/2019	511,190.00	500,000.00	522,035.00	3.000	2.520	04/01/2024	1,645	Moody's-Aa3	7,333.33	0.50
University of California 2.836 5/15/2020-18	91412HDG5	08/21/2018	240,542.40	240,000.00	241,459.20	2.836	2.701	05/15/2020	228	Moody's-Aa3	2,552.40	0.24
University of California 3.466 5/15/2024-18	91412HBL6	07/09/2019	530,595.00	500,000.00	533,260.00	3.466	2.131	05/15/2024	1,689	Moody's-Aa2	6,498.75	0.50
Victor Valley CA Cmnty Clg Dist 1.676 8/1/2020	92603PEQ1	05/05/2016	261,869.40	260,000.00	259,786.80	1.676	1.500	08/01/2020	306	Moody's-Aa2	714.16	0.26
<b>Sub Total / Average Municipal Bonds</b>			<b>7,720,344.20</b>	<b>7,465,000.00</b>	<b>7,744,164.90</b>	<b>3.374</b>	<b>2.474</b>		<b>1,007</b>		<b>65,045.86</b>	<b>7.48</b>
<b>US Agency</b>												
FAMC 1.75 6/15/2020	3132X0BG5	01/04/2017	224,977.50	225,000.00	224,667.00	1.750	1.753	06/15/2020	259	None	1,148.44	0.23
FFCB 1.18 10/18/2019-16	3133EGLD5	07/18/2016	999,250.00	1,000,000.00	999,690.00	1.180	1.204	10/18/2019	18	Moody's-Aaa	5,310.00	1.00
FFCB 1.3 4/21/2020-16	3133EGNF8	07/22/2016	998,400.00	1,000,000.00	997,100.00	1.300	1.344	04/21/2020	204	Moody's-Aaa	5,741.67	1.00
FFCB 1.49 5/3/2021-17	3133EGC78	11/03/2016	999,250.00	1,000,000.00	993,600.00	1.490	1.507	05/03/2021	581	Moody's-Aaa	6,084.17	1.00
FFCB 2.08 11/1/2022	3133EHM91	11/15/2017	998,080.00	1,000,000.00	1,014,140.00	2.080	2.121	11/01/2022	1,128	Moody's-Aaa	8,608.89	1.00
FFCB 2.35 1/17/2023	3133EH7F4	01/17/2018	999,770.00	1,000,000.00	1,023,530.00	2.350	2.355	01/17/2023	1,205	Moody's-Aaa	4,765.28	1.00
FFCB 2.7 4/11/2023	3133EJKN8	04/11/2018	999,196.41	1,000,000.00	1,037,230.00	2.700	2.717	04/11/2023	1,289	Moody's-Aaa	12,675.00	1.00
FFCB 2.8 3/30/2020	3133EJN62	11/08/2018	998,770.00	1,000,000.00	1,004,780.00	2.800	2.891	03/30/2020	182	Moody's-Aaa	0.00	1.00
FFCB 3.05 10/2/2023	3133EJD48	10/17/2018	996,674.50	1,000,000.00	1,055,910.00	3.050	3.123	10/02/2023	1,463	Moody's-Aaa	15,080.56	1.00
FFCB 3.17 1/26/2024	3133EJM48	02/04/2019	1,023,543.68	1,000,000.00	1,064,420.00	3.170	2.662	01/26/2024	1,579	Moody's-Aaa	5,635.56	1.00
FHLB 1.375 9/1/2020-16	3130A9AK7	09/28/2016	549,862.50	550,000.00	547,624.00	1.375	1.381	09/01/2020	337	Moody's-Aaa	609.20	0.55
FHLB 1.5 9/30/2021-16	3130A9MG3	11/04/2016	998,750.00	1,000,000.00	990,410.00	1.500	1.526	09/30/2021	731	Moody's-Aaa	0.00	1.00
FHLB 1.55 12/20/2019	313383FF3	01/17/2018	990,510.00	1,000,000.00	999,340.00	1.550	2.055	12/20/2019	81	Moody's-Aaa	4,305.56	1.00
FHLB 2 9/9/2022	313380GJ0	09/29/2017	1,002,290.00	1,000,000.00	1,010,390.00	2.000	1.951	09/09/2022	1,075	Moody's-Aaa	1,166.67	1.00
FHLB 2.08 4/27/2022-18	3130AB6Q4	04/27/2017	1,000,000.00	1,000,000.00	1,000,040.00	2.080	2.080	04/27/2022	940	Moody's-Aaa	8,840.00	1.00
FHLB 2.43 7/23/2024-20	3130AGQ65	07/23/2019	1,000,000.00	1,000,000.00	1,000,730.00	2.430	2.430	07/23/2024	1,758	Moody's-Aaa	4,522.50	1.00
FHLB 3.25 6/9/2023	313383QR5	02/04/2019	461,340.00	450,000.00	475,222.50	3.250	2.632	06/09/2023	1,348	Moody's-Aaa	4,509.37	0.45
FHLMC 1.5 2/25/2021-16	3134GADG6	08/25/2016	1,250,000.00	1,250,000.00	1,250,075.00	1.500	1.500	02/25/2021	514	Moody's-Aaa	1,822.92	1.25
FHLMC 1.75 8/25/2021-16	3134G92E6	08/30/2016	1,000,000.00	1,000,000.00	999,160.00	1.750	1.750	08/25/2021	695	Moody's-Aaa	1,701.39	1.00



## Mono County Portfolio Holdings by Security Sector As of September 30, 2019

Description	CUSIP	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
FHLMC 2.125 4/27/2022-17	3134GBKY7	04/27/2017	1,000,000.00	1,000,000.00	1,000,270.00	2.125	2.125	04/27/2022	940	Moody's-Aaa	9,031.25	1.00
FHLMC 2.375 1/13/2022	3137EADB2	01/13/2017	1,016,560.00	1,000,000.00	1,015,400.00	2.375	2.025	01/13/2022	836	Moody's-Aaa	5,079.86	1.00
FNMA 1.25 11/27/2019-17	3136G32J3	08/30/2016	1,250,000.00	1,250,000.00	1,248,712.50	1.250	1.250	11/27/2019	58	Moody's-Aaa	5,338.54	1.25
FNMA 1.25 5/6/2021	3135G0K69	10/26/2016	747,270.00	750,000.00	744,300.00	1.250	1.333	05/06/2021	584	Moody's-Aaa	3,750.00	0.75
FNMA 1.3 1/28/2020-16	3136G3L52	07/28/2016	1,000,000.00	1,000,000.00	997,960.00	1.300	1.300	01/28/2020	120	Moody's-Aaa	2,238.89	1.00
FNMA 1.375 10/7/2021	3135G0Q89	10/26/2016	997,470.00	1,000,000.00	994,330.00	1.375	1.428	10/07/2021	738	Moody's-Aaa	6,607.64	1.00
FNMA 1.4 8/24/2020-17	3135G0N66	08/24/2016	999,900.00	1,000,000.00	995,900.00	1.400	1.402	08/24/2020	329	Moody's-Aaa	1,400.00	1.00
FNMA 1.45 1/27/2021-17	3136G3H81	07/27/2016	999,100.00	1,000,000.00	996,180.00	1.450	1.471	01/27/2021	485	Moody's-Aaa	2,537.50	1.00
FNMA 1.5 11/30/2020	3135G0F73	12/31/2015	983,000.00	1,000,000.00	996,460.00	1.500	1.863	11/30/2020	427	S&P-AA+	5,000.00	1.00
FNMA 1.5 5/25/2021-17	3136G4GG2	11/23/2016	1,000,000.00	1,000,000.00	995,370.00	1.500	1.500	05/25/2021	603	Moody's-Aaa	5,208.33	1.00
FNMA 1.5 5/28/2021-17	3136G33W3	08/30/2016	1,000,000.00	1,000,000.00	994,800.00	1.500	1.500	05/28/2021	606	Moody's-Aaa	5,083.33	1.00
FNMA 1.5 9/29/2020-17	3136G3VG7	01/04/2017	245,627.50	250,000.00	249,080.00	1.500	1.988	09/29/2020	365	Moody's-Aaa	10.42	0.25
FNMA 1.55 6/15/2020-16	3136G3CU7	03/15/2016	1,000,000.00	1,000,000.00	997,970.00	1.550	1.550	06/15/2020	259	Moody's-Aaa	645.83	1.00
FNMA 1.55 7/28/2021-16	3136G3C78	07/28/2016	1,000,000.00	1,000,000.00	997,100.00	1.550	1.550	07/28/2021	667	Moody's-Aaa	2,669.44	1.00
FNMA 1.6 10/28/2021-17	3136G4EU3	10/28/2016	999,200.00	1,000,000.00	997,450.00	1.600	1.617	10/28/2021	759	Moody's-Aaa	6,755.56	1.00
FNMA 1.625 1/21/2020	3135G0A78	06/24/2015	997,400.00	1,000,000.00	999,130.00	1.625	1.684	01/21/2020	113	Moody's-Aaa	3,114.58	1.00
FNMA 1.625 10/28/2021-17	3136G4EV1	10/28/2016	1,000,000.00	1,000,000.00	997,940.00	1.625	1.625	10/28/2021	759	Moody's-Aaa	6,861.11	1.00
FNMA 1.875 12/28/2020	3135G0H55	12/31/2015	1,000,000.00	1,000,000.00	1,001,150.00	1.875	1.875	12/28/2020	455	Moody's-Aaa	4,791.67	1.00
FNMA 2 10/5/2022	3135G0T78	10/06/2017	999,340.00	1,000,000.00	1,010,160.00	2.000	2.014	10/05/2022	1,101	Moody's-Aaa	9,722.22	1.00
FNMA 2.375 1/19/2023	3135G0T94	01/23/2018	994,410.00	1,000,000.00	1,024,850.00	2.375	2.495	01/19/2023	1,207	Moody's-Aaa	4,684.03	1.00
<b>Sub Total / Average US Agency</b>			<b>36,719,942.09</b>	<b>36,725,000.00</b>	<b>36,942,571.00</b>	<b>1.838</b>	<b>1.852</b>		<b>692</b>		<b>183,057.38</b>	<b>36.78</b>
<b>US Treasury</b>												
T-Note 1.875 12/31/2019	9128283N8	11/05/2018	990,000.18	1,000,000.00	999,880.00	1.875	2.762	12/31/2019	92	Moody's-Aaa	4,687.50	1.00
T-Note 2.5 6/30/2020	912828XY1	11/08/2018	1,490,156.25	1,500,000.00	1,506,975.00	2.500	2.911	06/30/2020	274	Moody's-Aaa	9,375.00	1.50
<b>Sub Total / Average US Treasury</b>			<b>2,480,156.43</b>	<b>2,500,000.00</b>	<b>2,506,855.00</b>	<b>2.250</b>	<b>2.851</b>		<b>201</b>		<b>14,062.50</b>	<b>2.50</b>
<b>Total / Average</b>			<b>100,127,866.32</b>	<b>99,848,678.45</b>	<b>101,175,487.48</b>	<b>2.335</b>	<b>2.282</b>		<b>706</b>		<b>408,704.35</b>	<b>100.00</b>



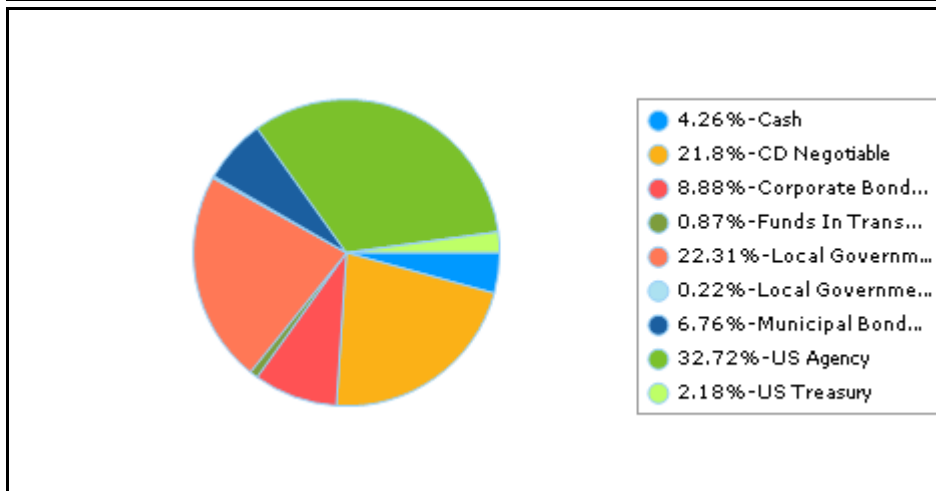
## Mono County Distribution by Asset Category - Market Value Investment Portfolio

Begin Date: 6/30/2019, End Date: 9/30/2019

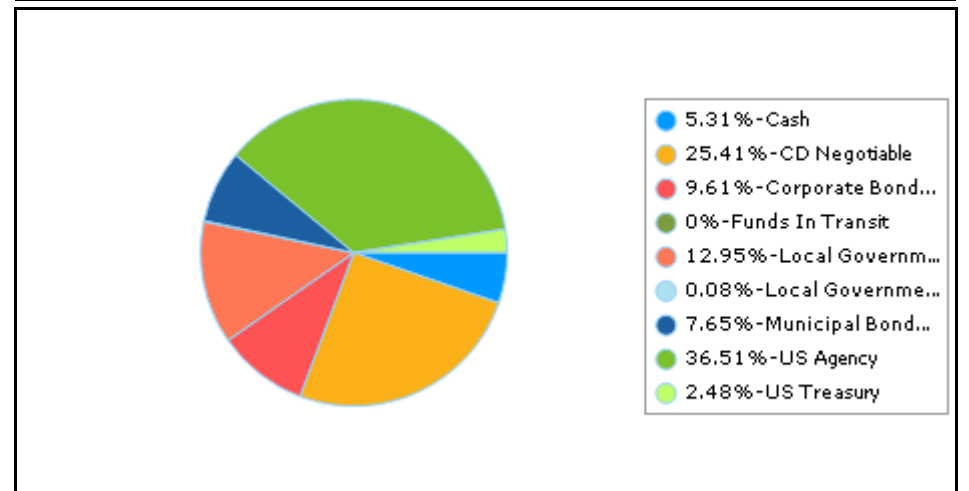
### Asset Category Allocation

Asset Category	Market Value 6/30/2019	% of Portfolio 6/30/2019	Market Value 9/30/2019	% of Portfolio 9/30/2019
Cash	4,894,213.90	4.26	5,369,283.58	5.31
CD Negotiable	25,044,425.42	21.80	25,704,873.13	25.41
Corporate Bonds	10,194,540.00	8.88	9,726,345.00	9.61
Funds In Transit	1,000,000.00	0.87	0.00	0.00
Local Government Investment Pools	25,630,104.99	22.31	13,100,117.70	12.95
Local Government Notes	250,411.37	0.22	81,277.17	0.08
Municipal Bonds	7,763,068.25	6.76	7,744,164.90	7.65
US Agency	37,580,295.75	32.72	36,942,571.00	36.51
US Treasury	2,507,025.00	2.18	2,506,855.00	2.48
<b>Total / Average</b>	<b>114,864,084.68</b>	<b>100.00</b>	<b>101,175,487.48</b>	<b>100.00</b>

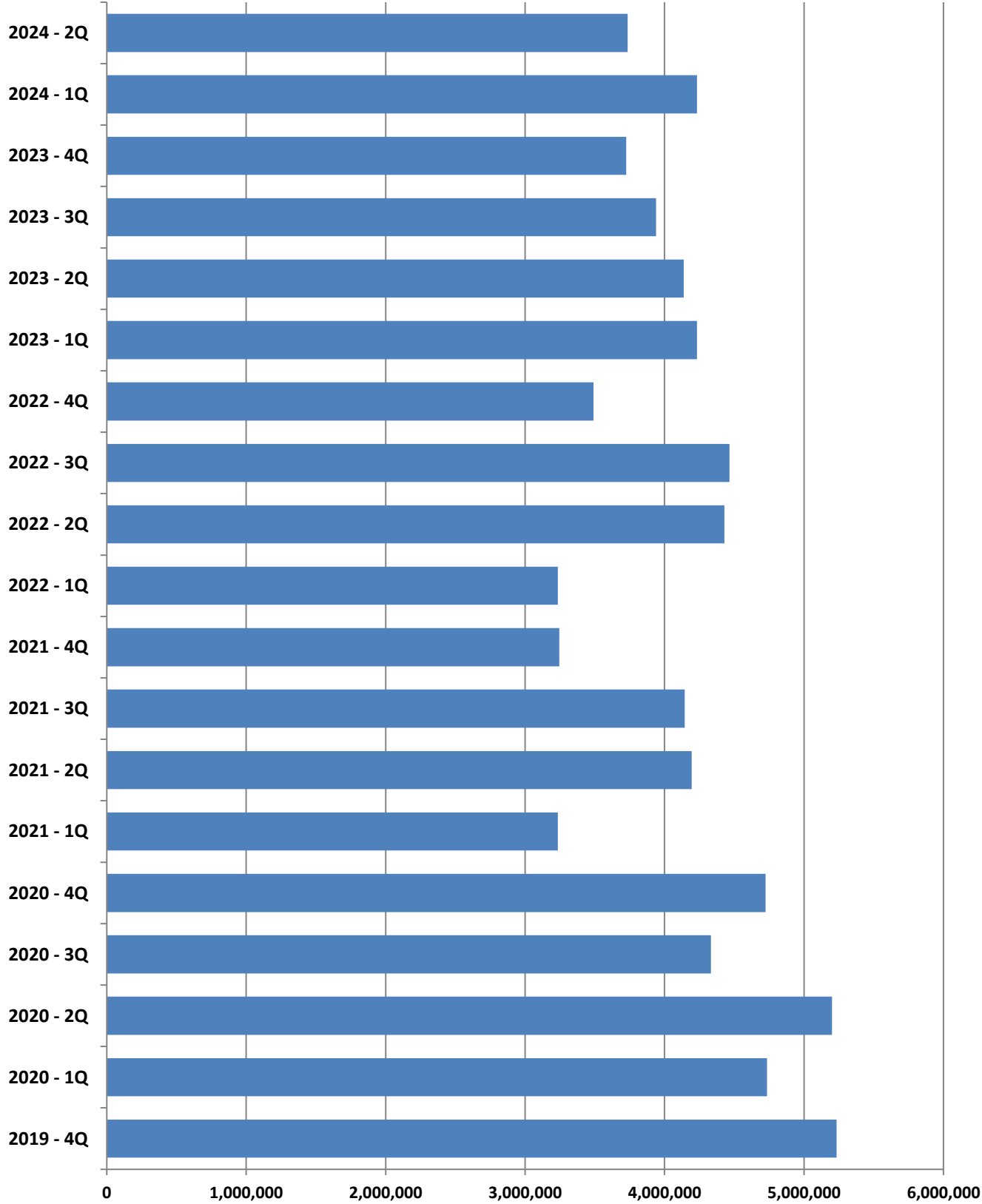
### Portfolio Holdings as of 6/30/2019



### Portfolio Holdings as of 9/30/2019

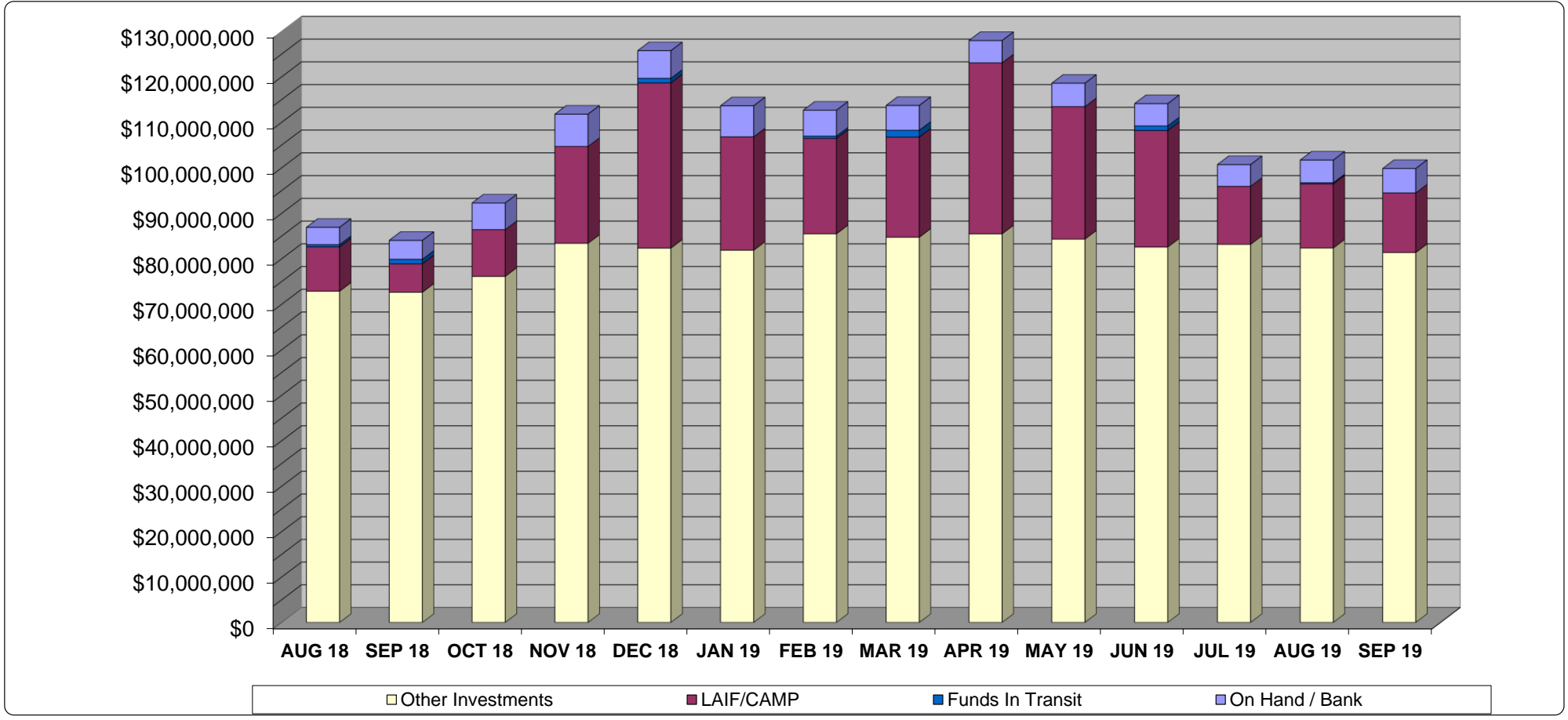


# Maturity Distribution As of 9/30/2019



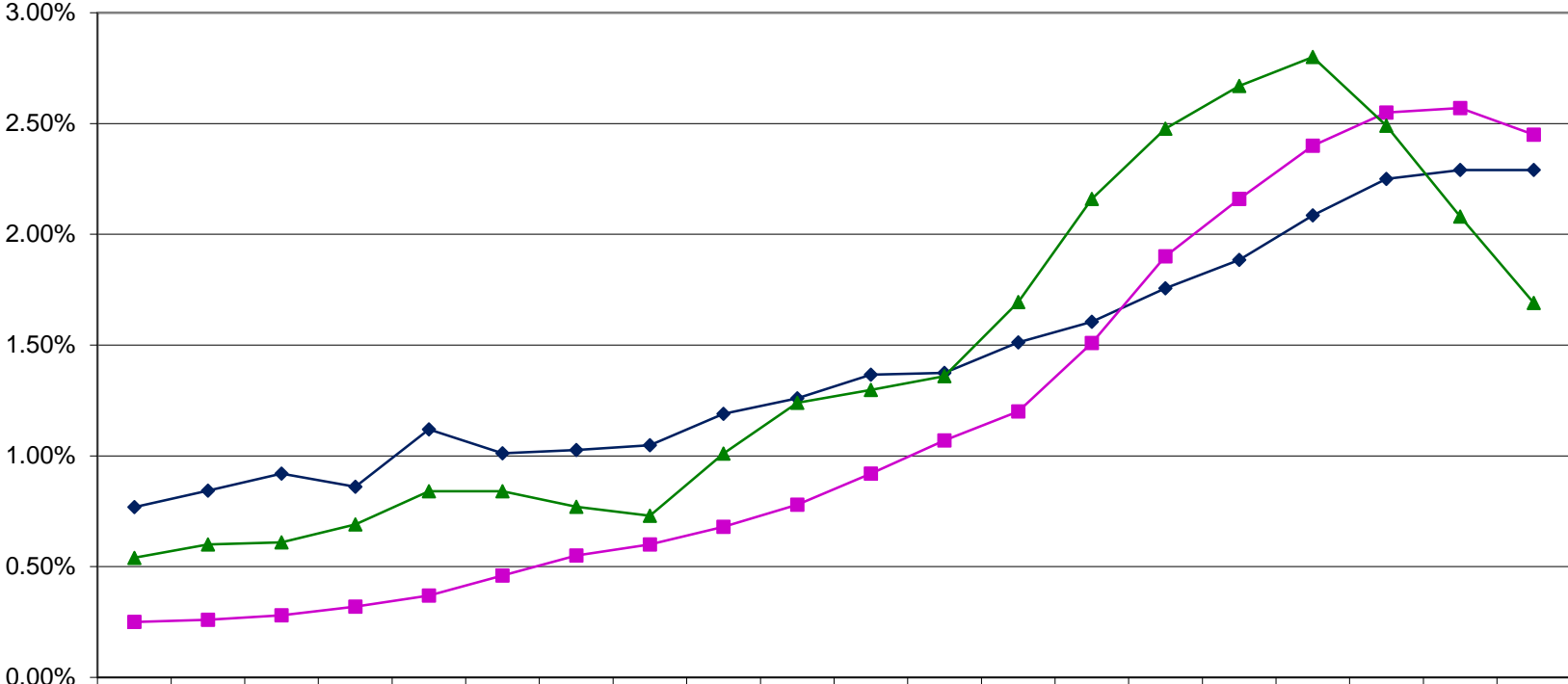
**TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS**

	AUG 18	SEP 18	OCT 18	NOV 18	DEC 18	JAN 19	FEB 19	MAR 19	APR 19	MAY 19	JUN 19	JUL 19	AUG 19	SEP 19
On Hand / Bank	\$3,803,562	\$4,150,981	\$5,858,280	\$7,096,906	\$6,070,069	\$6,821,748	\$5,693,429	\$5,454,195	\$4,905,681	\$5,150,655	\$4,894,214	\$4,777,180	\$4,987,124	\$5,369,284
Funds In Transit	\$490,000	\$1,000,000			\$1,000,000		\$500,000	\$1,500,000			\$1,000,000		\$245,000	
LAIF/CAMP	\$9,746,095	\$6,253,490	\$10,278,466	\$21,290,858	\$36,325,999	\$24,932,535	\$20,971,535	\$22,014,333	\$37,584,373	\$29,110,197	\$25,630,105	\$12,749,694	\$14,100,010	\$13,100,118
Other Investments	\$72,883,593	\$72,645,398	\$76,135,398	\$83,406,398	\$82,348,398	\$81,881,113	\$85,500,411	\$84,743,411	\$85,490,412	\$84,334,411	\$82,583,411	\$83,180,974	\$82,372,277	\$81,379,277
<b>TOTAL</b>	<b>\$86,923,250</b>	<b>\$84,049,870</b>	<b>\$92,272,144</b>	<b>\$111,794,163</b>	<b>\$125,744,466</b>	<b>\$113,635,396</b>	<b>\$112,665,375</b>	<b>\$113,711,940</b>	<b>\$127,980,466</b>	<b>\$118,595,263</b>	<b>\$114,107,730</b>	<b>\$100,707,848</b>	<b>\$101,704,411</b>	<b>\$99,848,679</b>



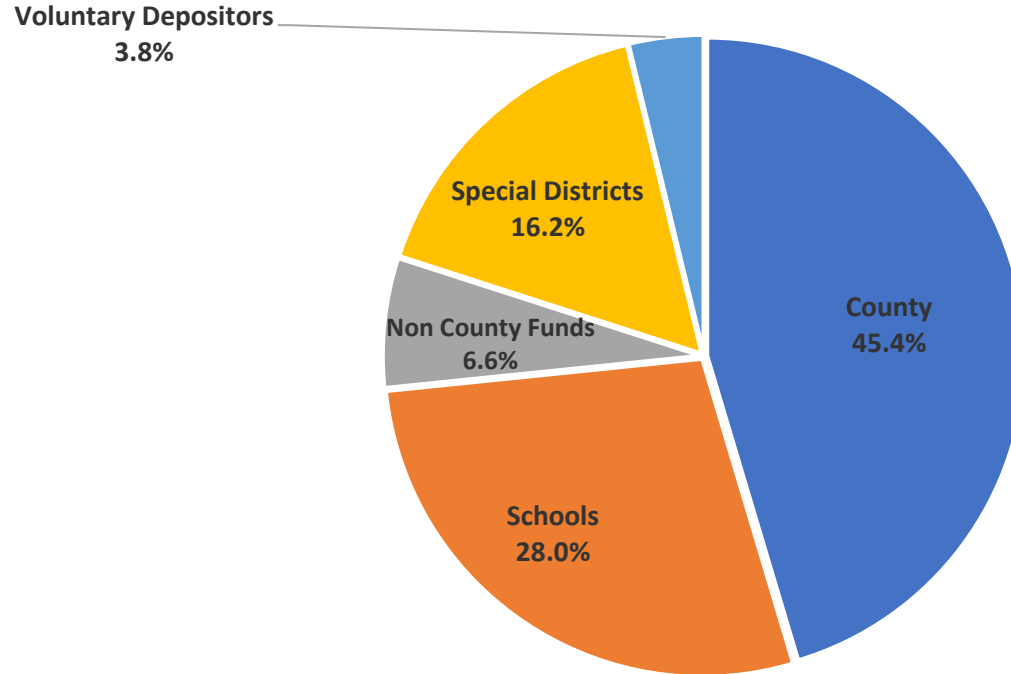
MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2019										\$1,245,000.00	\$1,989,000.00	\$2,000,000.00	\$5,234,000.00
Calendar Year 2020	\$2,500,000.00		\$2,235,000.00	\$1,490,000.00	\$485,000.00	\$3,225,000.00	\$249,000.00	\$3,084,000.00	\$999,000.00	\$1,238,000.00	\$2,238,000.00	\$1,249,000.00	\$18,992,000.00
Calendar Year 2021	\$1,490,000.00	\$1,744,000.00		\$245,000.00	\$3,950,000.00		\$1,000,000.00	\$2,145,000.00	\$1,000,000.00	\$3,245,000.00			\$14,819,000.00
Calendar Year 2022	\$1,745,000.00	\$745,000.00	\$745,000.00	\$2,500,000.00	\$1,490,000.00	\$440,000.00		\$2,976,000.00	\$1,490,000.00	\$1,490,000.00	\$2,000,000.00		\$15,621,000.00
Calendar Year 2023	\$2,490,000.00	\$735,000.00	\$490,000.00	\$2,490,000.00	\$1,197,000.00	\$450,000.00	\$828,277.17	\$1,286,000.00	\$1,824,000.00	\$1,743,000.00	\$1,482,000.00	\$500,000.00	\$15,515,277.17
Calendar Year 2024	\$2,243,000.00	\$1,740,000.00	\$249,000.00	\$1,492,000.00	\$1,494,000.00	\$749,000.00	\$1,496,000.00	\$1,735,000.00					\$11,198,000.00
<b>TOTAL</b>													<b>\$81,379,277.17</b>

MONO COUNTY TREASURY POOL  
 QUARTERLY YIELD COMPARISON



	12/31 2014	3/31 2015	6/30 2015	9/30 2015	12/31 2015	3/31 2016	6/30 2016	9/30 2016	12/30 2016	3/31 2017	6/30 2017	9/30 2017	12/31 2017	3/31 2018	6/30 2018	9/30 2018	12/31 2018	3/31 2019	6/30 2019	9/30 2019
—◆— COUNTY	0.77%	0.84%	0.92%	0.86%	1.12%	1.01%	1.03%	1.05%	1.19%	1.26%	1.37%	1.38%	1.51%	1.60%	1.76%	1.89%	2.09%	2.25%	2.29%	2.29%
—■— LAIF	0.25%	0.26%	0.28%	0.32%	0.37%	0.46%	0.55%	0.60%	0.68%	0.78%	0.92%	1.07%	1.20%	1.51%	1.90%	2.16%	2.40%	2.55%	2.57%	2.45%
—▲— 2YR TREAS	0.54%	0.60%	0.61%	0.69%	0.84%	0.84%	0.77%	0.73%	1.01%	1.24%	1.30%	1.36%	1.69%	2.16%	2.48%	2.67%	2.80%	2.49%	2.08%	1.69%

## Investment Pool Participants as of 9/30/2019



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

### Districts Participating in Pool

Antelope Valley Fire Protection District, Antelope Valley Water District, Birchim Community Service District, Bridgeport Fire Protection District, Bridgeport Public Utility District, Chalfant Valley Fire Protection District, County Service Area #1, County Service Area #2, County Service Area #5, Hilton Creek Community Services District, June Lake Fire Protection District, Lee Vining Fire Protection District, Lee Vining Public Utility District, Long Valley Fire Protection District, Mammoth Community Service District, Mammoth Lakes Mosquito Abatement District, Mono City Fire Protection District, Mono County Resource Conservation District, Paradise Fire Protection District, Tri-Valley Ground Water Management District, Wheeler Crest Community Service District, Wheeler Crest Fire Protection District, White Mountain Fire Protection District.

### Districts Not Participating in Pool

Inyo-Mono Resource Conservation District, June Lake Public Utility District, Mammoth Lakes Community Water District, Mammoth Lakes Fire Protection District, Southern Mono Healthcare District.





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**Departments: Elections**

**TIME REQUIRED**

**SUBJECT** Amendment to the Voting System  
Agreement with Dominion Voting  
Systems

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

An amendment to an existing agreement with Dominion Voting Systems, Inc. to update the scope of purchase under the original agreement to include the ImageCast Remote UOCAVA/RAVBM (Uniformed and Overseas Citizens Absentee Voting Act/Remote Access Vote-By-Mail System).

### RECOMMENDED ACTION:

Approve County entry into proposed Agreement and First Amendment to the Voting System Agreement by and between Dominion Voting Systems, Inc and Mono County, and authorize County Administrative Officer to execute said contract on behalf of the County.

### FISCAL IMPACT:

No net fiscal impact to the general fund. The increased spending of \$3,500 is paid for with grant funding and is included in the 2019-20 amended budget.

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** 7609325533 / skendall@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Contract Amendment](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/29/2019 1:43 PM	County Administrative Office	Yes
10/29/2019 1:34 PM	County Counsel	Yes
10/30/2019 5:04 PM	Finance	Yes



**CLERK – RECORDER – REGISTRAR  
COUNTY OF MONO**

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P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5530 • FAX (760) 932-5531

Shannon Kendall  
Clerk-Recorder-Registrar  
760-932-5533  
[skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)

Helen Nunn  
Asst. Clerk-Recorder-Registrar  
760-932-5534  
[hunn@mono.ca.gov](mailto:hunn@mono.ca.gov)

To: Honorable Board of Supervisors  
From: Shannon Kendall, Clerk-Recorder-Registrar of Voters  
Date: November 5, 2019

**Recommendation**

Approve County entry into proposed Agreement and First Amendment to the Voting System Agreement by and between Dominion Voting Systems, Inc and Mono County, and authorize County Administrative Officer to execute said contract on behalf of the County.

**Discussion**

An amendment to an existing agreement with Dominion Voting Systems, Inc. to update the scope of purchase under the original agreement to include the ImageCast Remote UOCAVA/RAVBM (Uniformed and Overseas Citizens Absentee Voting Act/Remote Access Vote-By-Mail System). The passing of AB1013 in September 2018 mandates counties to permit a voter with a disability, or a military or overseas voter, to cast his or her ballot using a certified remote accessible vote by mail system. The RAVBM system offered by Dominion Voting Systems will interact seamlessly with our existing ImageCast voting systems and will ensure that Mono County is in compliance with the law, which will become operative as of January 1, 2020.

The amount being amended to Dominion's contract is well within the CAO's signing limit. However, because this amendment is in addition on to the originally approved Dominion contract (which is out of the CAO's signing authority), we wanted to keep the board apprised and have it approved as a consent item on today's agenda.

**Fiscal Impact**

No net fiscal impact to the general fund. The increased spending of \$3,500 is paid for with grant funding and is included in the 2019-20 amended budget.

**AGREEMENT AND FIRST AMENDMENT  
TO THE VOTING SYSTEM AGREEMENT BY AND BETWEEN DOMINION VOTING  
SYSTEMS, INC. AND MONO COUNTY, CA**

This AGREEMENT AND FIRST AMENDMENT TO THE VOTING SYSTEM AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND MONO COUNTY, CA (the “First Amendment”) is made and entered into as of this November 1, 2019 by and between Mono County, CA (the “Customer”), a political subdivision of the State of California, and Dominion Voting Systems, Inc. (“Dominion”), a corporation organized under the laws of the State of Delaware. Hereinafter, the Customer and Dominion may be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the Customer and Dominion entered into the VOTING SYSTEM AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND MONO COUNTY, CA (the “Original Agreement”), with the effective date of July 1, 2017, for the Customer’s purchase from Dominion of certain voting systems, licenses, and related solutions; and

**WHEREAS**, the Customer and Dominion now desire to update the scope of purchase under the Original Agreement, including the terms and conditions thereof, to include certain additional voting systems, licenses, and related solutions in order to ensure that the Customer has the voting systems and software in place to comply with recently enacted California laws related to the presidential primary and general elections to be held in 2020; and

**WHEREAS**, both Parties have been satisfied with each other’s performance under the Original Agreement, and wish to amend the Original Agreement to update the scope of purchase of the Original Agreement, including the terms and conditions thereof, as provided in this First Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Recitals Incorporated. The above recitals are true and correct and are hereby incorporated herein by this reference as if fully set forth as part of this First Amendment.
2. Additional Exhibit. Exhibit A-1, attached hereto and incorporated herein by this reference, is hereby added to and incorporated into the Original Agreement as Exhibit A-1. Exhibit A-1 shall be appended to the Original Agreement immediately following Exhibit A to the Original Agreement.
3. Amendments to Original Agreement. The following amendments shall be made to the Original Agreement:
  - 3.1 The first sentence of Section 1 of the Original Agreement is amended to read as follows: “Exhibit A, Exhibit A-1, and Exhibit B are attached and incorporated herein by reference and form a part of this Agreement (the “Agreement”).”

3.2 The list of exhibits referenced in Section 1 of the Original Agreement is amended to be as follows:

“Exhibit A: Project Configuration and Pricing Summary”

“Exhibit A-1: Project Configuration and Pricing Summary for ImageCast Remote UOCAVA/RAVBM”

“Exhibit B: Software License Agreement”

3.3 Section 2.2.2 of the Original Agreement is amended so that the definition of “ImageCast® Software” is as follows: “ ‘ImageCast® Software,’ the software/firmware designed for use in the ImageCast® voting system, including the software applications/programs and related support services more specifically described in Exhibit A and Exhibit A-1.”

3.4 Section 2.3 of the Original Agreement is amended so that the definition of “Dominion Hardware” is as follows: “‘Dominion Hardware’ means the ImageCast® system hardware and software as more specifically described in Exhibit A and Exhibit A-1.”

3.5 In its entirety, Section 4.1 of the Original Agreement is amended to read as follows: “Deliver the System and installation plan services as described in Exhibit A (Project Configuration and Pricing Summary) and Exhibit A-1 (Project Configuration and Pricing Summary for ImageCast Remote UOCAVA/RAVBM).”

3.6 In its entirety, Section 4.6 of the Original Agreement is amended to read as follows: “Provide invoices to Customer upon Acceptance of items listed in Exhibit A and Exhibit A-1, and pursuant to the payment schedule described in Section 5.1 herein.”

4. All Other Terms. All other sections, parts, terms, and conditions of the Original Agreement not expressly amended by this First Amendment shall remain in full force and effect.

[CONTINUED ON NEXT PAGE]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**DOMINION VOTING SYSTEMS, INC.**



\_\_\_\_\_  
JOHN FOULOS  
President and CEO

10/28/19  
\_\_\_\_\_  
DATE

**COUNTY OF MONO, CALIFORNIA**

\_\_\_\_\_  
STEVE BARWICK  
County Administrative Officer

\_\_\_\_\_  
DATE

APPROVED AS TO FORM

\_\_\_\_\_  
Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT

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

**EXHIBIT A-1**

VOTING SYSTEM ACQUISITION AGREEMENT  
BY AND BETWEEN DOMINION VOTING SYSTEMS  
AND MONO COUNTY, CA

**PRICING AND PAYMENT SUMMARY AND DELIVERABLES DESCRIPTION**

1. **Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
<b>ImageCast Software</b>			
ImageCast Remote UOCAVA / RAVBM – Installation License Fee	1	\$3,500	\$3,500
<b>Total:</b>			<b>\$3,500</b>

<b>Annual License Fees* (beginning July 1, 2020)</b>	
ImageCast Remote UOCAVA / RAVBM – Annual License Fee	<b>\$700</b>

\* Beginning July 1, 2021, Dominion reserves the right to increase the Annual License Fees by 5% of the previous year's fee.

2. **Product Description**

2.1 **ImageCast Remote Voting (UOCAVA/RAVBM) System** offers a secure and efficient means for overseas, military voters and voters with disabilities, to receive, mark, print and return their ballots. The ImageCast Remote system ensures the security and transparency of the balloting process while preserving the privacy of voters and voters. The ImageCast Remote system utilizes the same database or election project used for all other ballots. Ballots returned by ImageCast Remote voters can be processed on ImageCast Central, eliminating the need to duplicate ballots or process ballots on a separate system. Prior to first use of the ImageCast Remote, Dominion shall provide a fully inclusive accessible voter guide/pamphlet.

3. **Payment** - Dominion shall invoice the Customer for the software license fees described above. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. Customer is responsible for all related sales taxes.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**TIME REQUIRED**

**SUBJECT** Inyo - Mono 4-H Road Runner  
Newsletter Fall 2019

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

The Inyo-Mono 4-H Road Runner Newsletter for Fall 2019.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
10/25/2019 3:01 PM	County Administrative Office	Yes
10/29/2019 1:39 PM	County Counsel	Yes
10/29/2019 3:00 PM	Finance	Yes



I pledge...

My head:

to clearer thinking

My heart:

to greater loyalty

My hands:

to larger service

My health:

to better living

For my club, my community, my country and my world.

4-H Office  
207 W. South Street  
Bishop, CA 93514

Inyo Mono Counties 4-H  
Roadrunner Newsletter  
Fall 2019

Office (760) 873-7854  
Fax (760) 873-7314  
<http://ceinyo-mono.ucanr.edu/>

Welcome to 4-H!

We are happy you are apart of our clubs!

This newsletter is our local County Newsletter that comes out quarterly, please read it for information about local 4-H events.

Your Community Club meetings is also where you will find out all the info you will need to be successful in 4-H.

---

## Ice Cream Social & Annual Recognition & Achievement Celebration

October 27, 2019 at 3:00pm

Heritage Arts Building, Tri-County Fairgrounds

(Formally known as the Home Economics Building)

### Ice Cream Social & Awards

Everyone is invited to attend as we celebrate the 2018-2019 4-H year.

Awards include: Star Rank, County Record Book Winners, Junior & Teen Leadership awards, Mini-member participation, Graduating Mini's will receive special recognition also.

Ice Cream and all the toppings will be provided by the 4-H Council for all members. New and Returning members and their families are all invited.

An RSVP from all families attending is appreciated, but if you forget to RSVP and still would like to come, we would love to have you.

Planning to attend: Call 760-873-7854 or email [cjpeek@ucanr.edu](mailto:cjpeek@ucanr.edu) . All 4-H members and their families are invited to attend.

## Calendar of Events

October:

10/27/19 Achievement & Awards Ice Cream Social

November:

TBA Club officer Training, we will hold one in the Bishop Area, and the South County area

December:

12/15/19 Fun Day, 1:00-3:00pm Heritage Arts Building, Tri-County Fairgrounds

February:

2/4/19 3rd County Council Meeting, 5:30pm, Patio Building, Tri-County Fairgrounds

### 4-H Fun Day

December 15, 2019

1:00 to 3:00pm

### Heritage Arts Building

4-H Fun Day is an annual event for 4-H members of all ages to gather and play games.

Do community service, and show holiday cheer.

Check with your leaders to see how you can help.

Remember to check with your club leader to see if this is your December meeting

Snacks

\$3 per youth

Fun & Games

Demonstrations

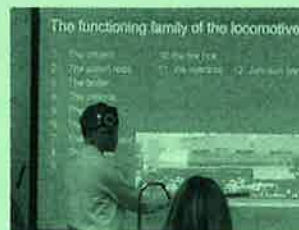
Community Service

\*Place Setting Contest: Page 4 has all the details for the Place Setting Contest. Entry form included in newsletter.

\*Cookie Contest: Entry form included in newsletter

\*Practice your demonstration skills, by giving a quick demonstration. It can be something easy like "How to Make the Best Hot Cocoa" or "Making Christmas Ornaments out of Pine Cones" Let your Community Club Leader know at your next meeting, so we can have supplies and space for you to make them.

\*Want to help? Talk to your Community Club Leader about what your club is doing and how you can help.



# Important Information

## Still Time to Sign-up!

The 4-H office will accept enrollments throughout the year. If you would like to participate in an animal project and show at the Jr. Livestock show, you must enroll before December 20, 2019.

## 4-H Office Closed for the Holidays

The 4-H office will be closed for the holidays from December 24, 2019 and reopen again on January 2, 2020.

**Remember: Showing market animals at the Jr. Livestock Show, youth must attend 60% of club and project meetings to be eligible to show.**

## Projects Starting:

The neat thing about 4-H is, it's a year round club. Not all projects begin at the same time. Be on the lookout for emails from your project leaders or for broadcast emails from 4Honline letting you know when your projects will begin. But if you have any questions, please contact the 4-H office, and we will try our best to answer them.

## Achievement Night:

October 27, 2019 at 3:00pm. Heritage Arts Building, Tri-County Fairgrounds. Everyone is invited to come and help celebrate. Please RSVP to the 4-H by October 23rd, 760-873-7854, or by email at [cjpeek@ucanr.edu](mailto:cjpeek@ucanr.edu).

\*New this year! Ice Cream Social and Awards. All 4-H families are welcome to attend!!!

## Christmas Parades:

Bishop Christmas Parade is Saturday, December 7th at 4:30, check with your club leader about when and where to line up.

Lone Pine Christmas Parade is Saturday, December 14th at 1:00, check with your club leader about when and where to line up.

## Fun Day:

December 15th, 1:00-3:00 pm at the Heritage Arts Building. Check with your club leader, this may act as your December meeting. Lots of fun activities that can go in your PDR of your record book.



# It's time for the Inyo Mono 4-H Table Setting Contest!



This 4-H tradition is making a comeback and you don't want to miss it!  
So get ready, Get your table set and win great prizes with friends!

Contest is at Fun Day, Dec. 15th, Set your table at 12:45.

Call the 4-H office at 760-873-7854 to pre-register and for more information.

For the Table Setting Contest, one place setting is to be displayed in a 15"x25" space.

Include: table covering, dinnerware, stemware, flatware, stemware, flatware, centerpiece and menu. Do not prepare food.

## Follow these guidelines for a great table setting:

**Select a Theme:** What is the occasion...a family dinner, a holiday, or lunch with friends? Select a theme which fits the occasion. Possibilities can run from a fishing party sack lunch to a formal Mother's Day dinner. Select a table cover, dishes, napkin, menu and centerpiece to match your theme.

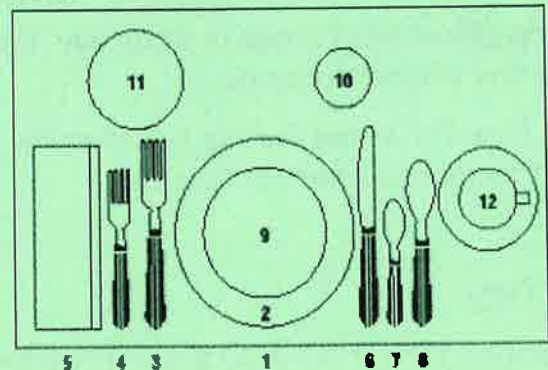
**Centerpiece:** The centerpiece should be coordinated with the table appointment and be appropriate for the occasion. Even though a single place setting is set, the centerpiece should be visible to all as if the entire table was set and should not obstruct anyone's view of each other. Centerpiece candles are NOT to be lit. Points will be deducted for lit candles.

**Menu:** When planning a menu, first decide on the main dish. Select appropriate vegetables, appetizer, soup or salad. Add a bread, dessert and beverage, if desired. Use My Plate to plan nutritious meals. Menus should include three food groups. Participants are encouraged to develop interesting and creative menus. For example, you might name a food to fit your theme. For more information about My Plate, go to <http://www.choosemyplate.gov/> Note: The use of alcoholic beverages in any menu will disqualify



The following rules for setting a table correspond to the numbers seen in the table setting illustration below.

1. The flatware, plate, and napkin should be one inch from the edge of the table.
2. The plate is always in the center of the place setting.
3. The dinner fork is placed at the left of the plate.
4. If a salad fork is used, it is placed to the left of the dinner fork.
5. The napkin is placed to the left of the fork, with the fold on the left (unless a decorative/creative fold is used). The napkin may also go under a fork or on top of the plate.
6. The knife is placed to the right of the plate with the sharp blade facing in towards the plate.
7. The teaspoon is placed to the right of the knife.
8. If a soup spoon is needed, it is placed to the right of the teaspoon.
9. The soup bowl may be placed on the dinner plate.
10. The drinking glass is placed at the tip of the knife.
11. If salad, bread and/or dessert plate(s) — or bowl(s) — is used, place at the top of the fork(s).
12. The cup or mug is placed to the top right of the spoons.



Note: Only the utensils needed are placed on the table.

# 4-H Place Setting Contest Information and Entry Form

December 15, 2019 - Tri County Fairgrounds, Patio Building

Set up 12:45 - 1:00p.m.; Judging begins at 1:15 pm.

**WHO MAY ENTER?:** All members enrolled in any 4-H project

**WHAT IS IT?:** This is a competitive event for 4-H members to display their table setting skills.

**TO ENTER:** Fill out the entry form below and bring it to the event, or email if back to Callie in the Office, or email Callie the information that is asked on the form.

**JUDGING:** Is by the Danish system. Every entry will receive a ribbon. The top three overall winners will receive prizes.

**Details:** For the Table Setting Contest, one place setting is to be displayed in a 15x25" space.

Include table covering, dinnerware, stemware, flatware, centerpiece and menu.

Do not prepare food.

### Follow these guidelines for a great table setting:

**Select a Theme:** What is the occasion...a family dinner, a holiday, or lunch with friends? Select a theme which fits the occasion. Possibilities can run from a fishing party sack lunch to a formal Mother's Day dinner. Select a table cover, dishes, napkin, menu and centerpiece to match your theme.

**Centerpiece:** The centerpiece should be coordinated with the table appointment and be appropriate for the occasion. Even though a single place setting is set, the centerpiece should be visible to all as if the entire table was set and should not obstruct anyone's view of each other. Centerpiece candles are NOT to be lit. Points will be deducted for lit candles.

**Menu:** When planning a menu, first decide on the main dish. Select appropriate vegetables, appetizer, soup or salad. Add a bread, dessert and beverage, if desired. Use "Choose My Plate" to plan nutritious meals. Menus should include three food groups. Participants are encouraged to develop interesting and creative menus. For example, you might name a food to fit your theme.

For more information about Choose My Plate, go to <http://choosemyplate.gov> Note: The use of alcoholic beverages in any menu will disqualify table setting

(Cut on dotted line & return bottom portion)



## 2019 4-H Place Setting Contest Entry Form

**Entry Deadline:** Wednesday, December 11, 2019

Email me the form filled out or the information from the form: [cjpeek@ucanr.edu](mailto:cjpeek@ucanr.edu)

Bring it by the office, 207 W. South Street, Bishop.

Or you can bring it to Fun Day, just be sure to come at 12:45.



**NAME:** \_\_\_\_\_ **AGE\*:** \_\_\_\_\_  
**CLUB:** \_\_\_\_\_ **YEAR IN 4-H:** \_\_\_\_\_  
**THEME IS:** \_\_\_\_\_

\* Age as of January 1 2019

## 4-H Cookie Contest Information and Entry Form

December 9, 2018 - Tri County Fairgrounds, Patio Building

Set up 12:45 - 1:00p.m.; Judging begins at 1:15 pm. Tasting to follow

**WHO MAY ENTER?:** All members enrolled in an 4-H project (Does not need to be enrolled in a cooking project). Limit of two total cookie entries per person. Choose two different classes from the four available classes shown below.

**WHAT IS IT?:** This is a competitive event for 4-H members to display their baking skills in one of the following classes: Decorated Cookies, Drop Cookies, Bar Cookies, and All Other Cookies.

**TO ENTER:** Fill out the entry form below and bring it to the event, or email if back to Callie in the Office, or email Callie the information that is asked on the form.

**JUDGING:** Is by the Danish system. Every entry will receive a ribbon. The top three overall winners will receive prizes.

### AHEAD OF TIME:

1. All items should be placed on a non-returnable carrier appropriate to the size of your entry. (One to two dozen cookies). DO NOT bring the recipes. We have eliminated this requirement.
2. Attach identification label with: NAME, AGE, and CLASS to bottom of plate.
3. **For safety reasons, NO cookies that require refrigeration will be accepted.**

**Taste Testing:** All cookies entered will be served to those attending Fun Day after the "Fun" portion is completed.

(Cut on dotted line & return bottom portion)



## 2019 4-H Cookie Contest Entry Form

**Entry Deadline:** Wednesday, December 11, 2019

Email me the form filled out or the information from the form: [cjpeek@ucanr.edu](mailto:cjpeek@ucanr.edu)

Bring it by the office, 207 W. South Street, Bishop. Or you can bring it to Fun Day, just be sure to come at 12:45.

**NAME:** \_\_\_\_\_ **AGE\*:** \_\_\_\_\_

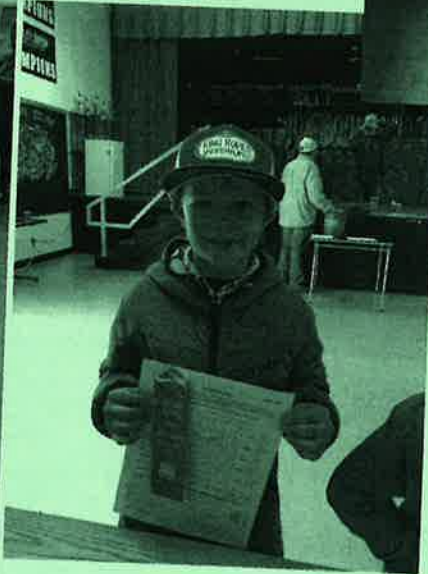
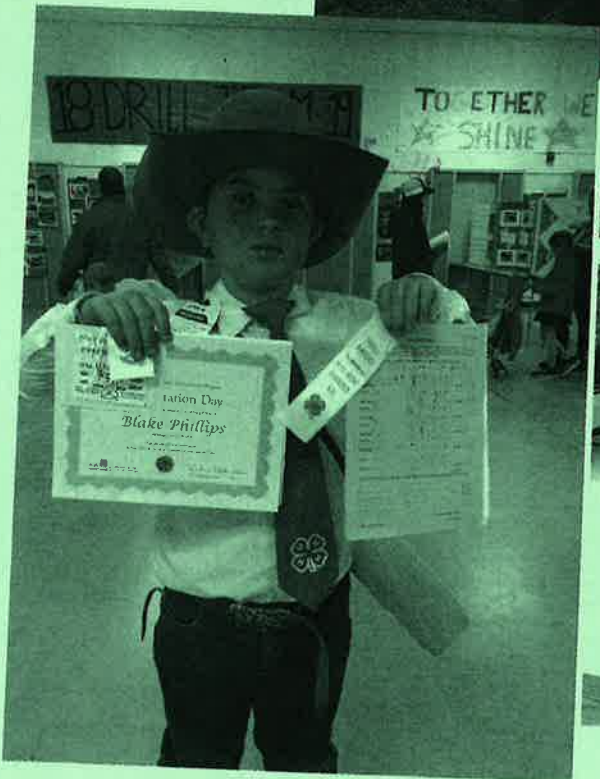
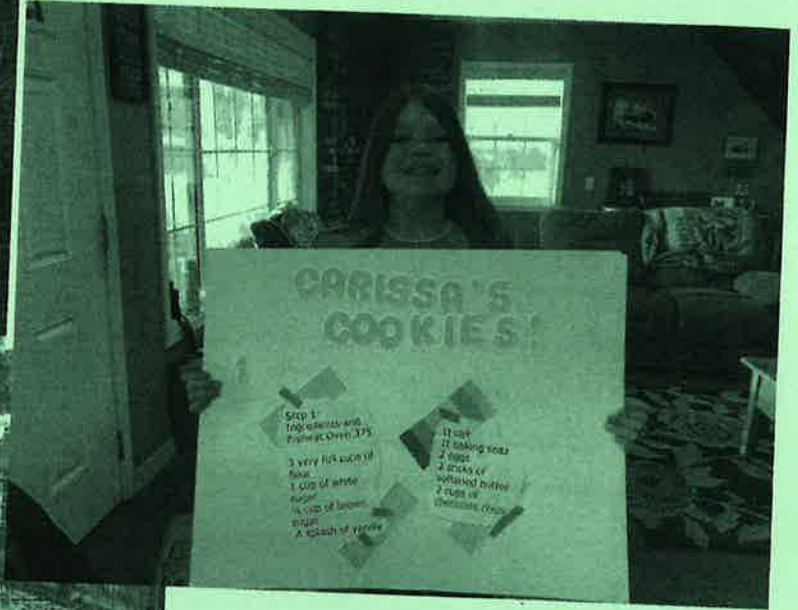
**CLUB:** \_\_\_\_\_ **YEAR IN 4-H:** \_\_\_\_\_

**NAME OF RECIPE IS:** \_\_\_\_\_

**CLASSES:** Please choose classes from the list below. **MAY USE THE SAME ENTRY FORM FOR ALL ENTRIES.**

BAR COOKIES \_\_\_\_\_ DECORATED COOKIES \_\_\_\_\_ DROP COOKIES \_\_\_\_\_ OTHER \_\_\_\_\_

\* Age as of January 1 2019





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**TIME REQUIRED**

**SUBJECT** Temporary Urgency Change (TPUC)  
of Licenses for LADWP

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Two documents that were shared with the Board of Supervisors regarding Rush, Lee Vining, Parker, and Walker Creeks: Notice of Petitions for Renewal of Temporary Urgency Change for Licenses 10191 and 10192 (Applications 8042 and 8043) of the City of Los Angeles, Department of Water and Power (LADWP); Order Approving Petitions for Renewal of Temporary Urgency Change of Licenses 10191 and 10192 (Applications 8042 and 8043) of the City of Los Angeles, Department of Water and Power

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Request</a>
<a href="#">Approval Letter- 1</a>
<a href="#">Approval Letter - 2</a>

**History**

Time	Who	Approval
10/23/2019 8:42 AM	County Administrative Office	Yes
10/22/2019 5:31 PM	County Counsel	Yes



10/30/2019 5:08 PM

Finance

Yes

## State Water Resources Control Board

### NOTICE OF PETITIONS FOR RENEWAL OF TEMPORARY URGENCY CHANGE FOR LICENSES 10191 AND 10192 (APPLICATIONS 8042 AND 8043) OF THE CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER

COUNTY: MONO

STREAM RUSH CREEK, LEE  
SYSTEMS: VINING CREEK, PARKER  
CREEK, AND WALTER CREEK

On August 30, 2019, the State Water Resources Control Board (State Water Board) received Temporary Urgency Change Petitions (TUCPs) pursuant to California Water Code section 1435 from the City of Los Angeles Department of Water and Power (LADWP) requesting renewal of the TUCPs issued to LADWP on April 16, 2019 and approval of temporary changes to water right Licenses 10191 and 10192.

On September 19, 2019, the State Water Board received proposed amendments to the TUCPs from LADWP. With the amended renewal TUCPs, LADWP requests authorization to temporarily deviate from Stream Restoration Flow requirements as outlined in the State Water Board's Decision 1631 and Order 98-05 for Rush, Lee Vining, Parker, and Walker Creeks and instead follow the Stream Ecosystem Flows (SEFs) in the Draft Amended Licenses 10191 and 10192. The Mono Basin's April 1st forecast for Runoff Year (RY) 2019-2020 is classified as a Wet water-year type. The TUCPs will cover a 180-day period for the flow requirements below for a Wet water-year type starting on the date of the approved renewal Order and ending on March 31, 2020. The purpose of the renewal of the temporary changes to the flow requirements is to collect another 180 days of flow data, and in conjunction with the April 16, 2019 TUCPs, test and evaluate almost a full year of flow data of the effects on resources from the implementation of the Rush Creek SEFs.

---

### **Summary of Licenses 10191 and 10192:**

#### **Sources:**

(1) Lee Vining Creek, (2) Walker Creek, (3) Parker Creek, (4) Rush Creek

#### **Points of Diversion:**

- (1) NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 20, T1N, R26E;
- (2) NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 4, T1S, R26E;
- (3) SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 9, T1S, R26E;
- (4) NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 15, T1S, R26E, all within MDB&M

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

**Points of Rediversion:**

Grant Lake Reservoir - SW¼ of NW¼ of Section 15, T1S, R26E;  
Long Valley Reservoir - SE¼ of NW¼ of Section 19, T4S, R30E;  
Tinemaha Reservoir - NE¼ of NW¼ of Section 26, T10S, R34E;  
Los Angeles Aqueduct Intake - NE¼ of SW¼ of Section 24, T11S, R34E;  
Haiwee Reservoir - SW¼ of NE¼ of Section 2, T21S, R37E, all within MDB&M

**Amount:**

16,000 acre-feet per year

**Season:**

January 1 through December 31

**Purposes of Use:**

Municipal and Power

**Place of Use:**

Within the service area of the Department of Water and Power, City of Los Angeles, as shown on map filed with the State Water Board.

**The renewal petitions request the following temporary changes:**

1. Rush Creek – The SEFs will follow a Wet water-year type as follows:

Hydrograph Component: Fall and Winter Baseflow  
Timing: October 1 – March 31  
Flow Requirement: 27 cfs target, 25 cfs minimum, 29 cfs maximum  
Ramping Rate: Maximum: 10% or 10 cfs

2. Lee Vining Creek – The SEFs will follow for a Wet water-year type as follows:

Timing (October 1 – March 31)	Flow Requirement (includes all year-types)			
	Extreme/ Wet, <b>Wet</b>	Wet/Normal	Normal	Dry/Normal II, Dry/Normal I, Dry
October 1 – October 15	<b>30 cfs</b>	28 cfs	20 cfs	16 cfs
October 16 – October 31	<b>28 cfs</b>	24 cfs	18 cfs	16 cfs
November 1 – November 15	<b>24 cfs</b>	22 cfs	18 cfs	16 cfs
November 16 – March 31	<b>20 cfs</b>	20 cfs	18 cfs	16 cfs

Maximum ramping at the beginning and end of this period and at all times is 20%.

3. Parker Creek – All flow will be continuously bypassed.  
4. Walker Creek - All flow will be continuously bypassed.
-

More information regarding the TUCP process can be viewed at:  
[Temporary Urgency Change Petition website.](#)

Pursuant to California Water Code section 1438(a), the State Water Board may issue a temporary change order in advance of public notice.

Pursuant to California Water Code section 1438(d), any interested person may file an objection to the TUCPs. The procedure for addressing an objection is described in Water Code section 1438. Objections filed in response to this notice should be submitted to the persons listed below and must be received by 4:30 p.m. on **November 12, 2019.**

Send objections to both:

Steve Marquez  
Petition and Licensing Unit  
Division of Water Rights  
P.O. Box 2000  
Sacramento, CA 95812  
[Steve.marquez@waterboards.ca.gov](mailto:Steve.marquez@waterboards.ca.gov)

Clarence Martin  
City of Los Angeles  
Department of Water and Power  
300 Mandich Street  
Bishop, CA 93514  
[Clarence.martin@ladwp.com](mailto:Clarence.martin@ladwp.com)

For more information regarding this project, including procedures for filing objections, please contact Steve Marquez at (916) 341-5350 or [Steve.marquez@waterboards.ca.gov](mailto:Steve.marquez@waterboards.ca.gov).

DATE OF NOTICE: **October 10, 2019**



---

## State Water Resources Control Board

OCT 22 2019

In Reply Refer to:  
SM: A008042 and  
A008043

Clarence Martin  
City of Los Angeles  
Department of Water and Power  
300 Mandich Street  
Bishop, CA 93514  
[clarence.martin@ladwp.com](mailto:clarence.martin@ladwp.com)

Dear Mr. Martin:

ORDER APPROVING PETITIONS FOR RENEWAL OF TEMPORARY URGENCY  
CHANGE OF LICENSES 10191 AND 10192 (APPLICATIONS 8042 AND 8043) OF  
CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER

The enclosed Order approves the petitions for renewal of temporary urgency change for Licenses 10191 and 10192. Please review the conditions of the Order and retain the Order with your licenses.

If you have any questions, please contact Steve Marquez at (916) 341-5350 or by email at [steve.marquez@waterboards.ca.gov](mailto:steve.marquez@waterboards.ca.gov). Written correspondence should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Steve Marquez, P.O. Box 2000, Sacramento, CA 95812-2000.

Sincerely,

ORIGINAL SIGNED BY:

Scott McFarland, Senior  
Petition and Licensing Unit  
Division of Water Rights

Enclosure: Order

ec (w/enclosure): Mono Basin Distribution List

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

STATE OF CALIFORNIA  
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
STATE WATER RESOURCES CONTROL BOARD

**DIVISION OF WATER RIGHTS**

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**In the Matter of Licenses 10191 and 10192 (Applications 8042 and 8043)**

**Los Angeles Department of Water and Power**

**ORDER APPROVING TEMPORARY URGENCY CHANGES**

---

SOURCES: Rush Creek, Lee Vining Creek, Parker Creek, and Walker Creek

COUNTY: Mono

---

BY THE DEPUTY DIRECTOR FOR WATER RIGHTS:

**1.0 SUBSTANCE OF THE TEMPORARY URGENCY CHANGE PETITIONS**

On August 30, 2019, the State Water Resources Control Board (State Water Board) received Temporary Urgency Change Petitions (TUCPs) pursuant to California Water Code section 1435 from the Los Angeles Department of Water and Power (LADWP) requesting renewal of the TUCPs issued to LADWP on April 16, 2019 and approval of temporary changes to water right Licenses 10191 and 10192.

On September 19, 2019, the State Water Board received proposed amendments to the TUCPs from LADWP. With the amended TUCPs, LADWP requests authorization to temporarily deviate from Stream Restoration Flow requirements as outlined in the State Water Board's Decision 1631 (D-1631) and Order 98-05 for Rush, Lee Vining, Parker, and Walker Creeks and instead follow the Stream Ecosystem Flows (SEFs) in the Draft Amended Licenses 10191 and 10192. The purpose of the renewal of the temporary changes to the flow requirements is to collect another 180 days of flow data, and in conjunction with the April 16, 2019 TUCPs, test and evaluate almost a full year of flow data of the effects on resources from the implementation of the Rush Creek SEFs. The proposed amendments to the TUCPs will cover the flow requirements for a Wet water-year type starting from the approval date of this Order and ending March 31, 2020.

The temporary flow changes and the amended TUCPs are supported by the California Trout, Inc. (CalTrout), the Mono Lake Committee (MLC), the California Department of Fish and Wildlife (CDFW), and the State Water Board-approved stream monitoring team (Stream Scientists).

The temporary flow modifications proposed by LADWP will not increase LADWP's annual export of 16,000 acre-feet<sup>1</sup> as specified in D-1631.

## **2.0 BACKGROUND**

### **2.1 State Water Board Decision 1631, Orders WR 98-05 and WR 98-07, and Licenses 10191 and 10192**

In Decision 1631 (D-1631), the State Water Board modified Licenses, 10191 and 10192 for the purpose of establishing instream flow requirements below LADWP's points of diversion on four affected streams tributary to Mono Lake. The decision also established conditions to protect public trust resources at Mono Lake. State Water Board Orders WR 98-05 and WR 98-07 (Orders) amended D-1631. Pursuant to D-1631 and the subsequent Orders, LADWP is required to conduct fisheries studies and stream monitoring activities until the program (or elements thereof) is terminated by the State Water Board. LADWP has been conducting fisheries studies and stream monitoring for over 20 years. These activities are conducted by the Stream Scientists who: (a) oversee implementation of the stream monitoring and restoration program, and (b) evaluate the results of the monitoring program and recommend modifications as necessary. In the Stream Scientists' April 30, 2010 *Synthesis of Instream Flow Recommendations Report* (Synthesis Report), they recommended modification of the flow regime and other aspects of the Mono Basin stream monitoring and restoration program.

### **2.2 Description of the Temporary Urgency Changes**

The basis of the temporary changes to the flow requirements is to allow LADWP to collect data, and to test and evaluate the effects on resources from the implementation of the SEFs, as identified in the *Mono Basin Operations Plan Under The 2019 TUCP*, dated September 19, 2019. The TUCPs request the following temporary changes:

1. Rush Creek - The Mono Basin's April 1st forecast for Runoff Year (RY) 2019-2020 is classified as a Wet water-year type. The Rush Creek's SEFs will follow a Wet water-year type as follows:

Hydrograph Component:	Fall and Winter Baseflow
Timing:	October 1 – March 31
Flow Requirement:	27 cfs target, 25 cfs minimum, 29 cfs maximum
Ramping Rate:	Maximum: 10% or 10 cfs (whichever is greater)

---

<sup>1</sup> 16,000 acre-feet may be exported annually when Mono Lake elevation is at or above 6,380 feet and below 6,391 feet.

2. Lee Vining Creek – The Lee Vining Creek SEFs will follow a Wet water-year type as follows:

Timing (October 1 – March 31)	Flow Requirement (includes all year-types)			
	Extreme/ Wet, <b>Wet</b>	Wet/Normal	Normal	Dry/Normal II, Dry/Normal I, Dry
October 1 – October 15	<b>30 cfs</b>	28 cfs	20 cfs	16 cfs
October 16 – October 31	<b>28 cfs</b>	24 cfs	18 cfs	16 cfs
November 1 – November 15	<b>24 cfs</b>	22 cfs	18 cfs	16 cfs
November 16 – March 31	<b>20 cfs</b>	20 cfs	18 cfs	16 cfs

Maximum ramping at the beginning and end of this period, and at all times, is 20%.

3. Parker Creek – All flow will be continuously bypassed.
4. Walker Creek - All flow will be continuously bypassed.

LADWP will communicate with Mono Basin parties (MLC, CalTrout, CDFW), the Stream Scientists, and the State Water Board during the TUCPs’ authorized period to coordinate and gain input as SEFs proceed. Specifically, a conference call will be scheduled with the Mono Basin parties and the Stream Scientists to discuss 2020 operations in consideration of winter snowpack and the contents of any subsequent TUCPs potentially taking effect April 1, 2020. LADWP will also provide reasonable communication to update parties, answer questions, and address unforeseen challenges as SEFs are delivered according to the April 1 forecast for RY 2019-20.

### 3.0 COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT

LADWP, as Lead Agency pursuant to the California Environmental Quality Act (CEQA), prepared a Notice of Exemption for the *Mono Basin Temporary Operation Petition to State Water Resources Control Board* on August 19, 2019. LADWP found that the change is categorically exempt from CEQA, as the project is for the use of existing facilities with negligible or no expansion of existing use, for the purpose of maintaining fish and wildlife habitat areas, maintaining stream flows, and protecting fish and wildlife resources. (14 Cal. Code Regs. § 15301(i).).

The State Water Board has reviewed the information submitted by LADWP and has determined that the petitions qualify for an exemption under CEQA. The State Water Board will issue a Notice of Exemption for the temporary urgency change petitions.

### 4.0 PUBLIC NOTICE OF TEMPORARY URGENCY CHANGE PETITIONS

On October 10, 2019, the State Water Board issued a public notice of the temporary urgency changes pursuant to Water Code section 1438, subdivision (a). The comment period expires on November 12, 2019. Pursuant to Water Code section 1438, subdivision



(b)(1), LADWP is required to publish the notice in a newspaper having a general circulation and published within the counties where the points of diversion are located. LADWP published the notice on October 10, 2019 in the Mammoth Times. The State Water Board posted the notice of the temporary urgency changes on its website and distributed the notice through its electronic notification system. Pursuant to Water Code section 1438(a), the State Water Board may issue a temporary urgency change order in advance of the required notice period.

## **5.0 COMMENTS REGARDING THE TEMPORARY URGENCY CHANGE PETITIONS**

On August 16, 2019, LADWP emailed the proposed 2019 renewal TUCPs to a limited number of Mono Basin interested parties and no comments were received. On August 27, 2019, LADWP sent the renewal TUCPs to the State Water Board assuming the proposed TUCPs were supported by the interested parties. On September 6, 2019, State Water Board staff was informed by CDFW staff that the proposed renewal TUCPs were not consulted or approved and sent to interested parties from an outdated mailing list. On September 17, 2019, LADWP sent out the proposed renewal TUCPs to a larger Mono Basin distribution list for further review. MLC commented on the proposed renewal TUCPs. MLC recommended that wording be included into the TUCPs and that a conference call be scheduled with the Mono Basin parties and for the Stream Scientists to discuss 2020 operations in consideration of the winter snowpack and the contents of any subsequent TUCPs. On September 19, 2019, the State Water Board received the amended renewal TUCPs.

## **6.0 CRITERIA FOR APPROVING THE PROPOSED TEMPORARY URGENCY CHANGES**

Water Code section 1435 provides that a permittee or licensee who has an urgent need to change the point of diversion, place of use, or purpose of use from that specified in the permit or license, may petition for a conditional temporary change order. The State Water Board's regulations set forth the filing and other procedural requirements applicable to TUCPs (Cal. Code Regs., tit. 23, §§ 805, 806.) The State Water Board's regulations also clarify that requests for changes to permits or licenses other than changes in point of diversion, place of use, or purpose of use may be filed, are subject to the same filing and procedural requirements that apply to changes in point of diversion, place of use, or purpose of use. (*Id.*, § 791, subd. (e))

Before approving a temporary urgency change, the State Water Board must make the following findings:

1. The Petitioner has an urgent need to make the proposed change;
2. The proposed change may be made without injury to any other lawful user of water;
3. The proposed change may be made without unreasonable effect upon fish, wildlife, or other instream beneficial uses; and

4. The proposed change is in the public interest.  
(Wat. Code, § 1435, subd. (b)(1-4).)

### **6.1 Urgency of the Proposed Change**

Under Water Code section 1435, subdivision (c), an “urgent need” means “the existence of circumstances from which the State Water Board may in its judgment, conclude that the proposed temporary change is necessary to further the constitutional policy that the water resources of the state be put to beneficial use to the fullest extent of which they are capable and that waste of water be prevented.” However, the State Water Board shall not find the need urgent, if it concludes that the petitioner has failed to exercise due diligence in petitioning for a change pursuant to other appropriate provisions of the Water Code. (Ibid.)

In this case, there is an urgent need for the proposed changes in the license conditions regarding fish flows for the purpose of furthering protection of public trust resources.

### **6.2 No Injury to Any Other Lawful User of Water**

There are no known lawful users of water that will be affected by the proposed changes to instream flows. Accordingly, granting these renewal TUCPs will not result in injury to any other lawful users of water

### **6.3 No Unreasonable Effect upon Fish, Wildlife, or Other Instream Beneficial Uses**

As described above, the renewal of the temporary urgency changes will benefit the restoration of Rush, Lee Vining, Walker, and Parker Creeks and help with Grant Lake Reservoir management. No other fish or wildlife resources are implicated by the proposed changes; accordingly, the proposed changes will not have unreasonable effects upon fish and wildlife resources.

### **6.4 The Proposed Change is in the Public Interest**

The proposed changes would assist LADWP in maintaining the fishery resources in good condition. Maintenance of the fishery is in the public’s interest.

In light of the above, I find in accordance with Water Code section 1435, subdivision (b)(4), that the proposed changes are in the public’s interest, including, findings to support change order conditions imposed to ensure that the changes are in the public interest.

Pursuant to Water Code section 1439, the State Water Board shall supervise diversion and use of water under this temporary change order for the protection of all other lawful users of water and instream beneficial uses.

## **7.0 STATE WATER BOARD DELEGATION OF AUTHORITY**

On June 5, 2012, the State Water Board adopted Resolution 2012-0029, delegating to the Deputy Director for Water Rights, the authority to act on petitions for temporary urgency change. This Order is adopted pursuant to the delegation of authority in section 4.4.1 of Resolution 2012-0029.

## **8.0 CONCLUSIONS**

The State Water Board has adequate information in its files to make the evaluation required by Water Code section 1435.

I conclude that, based on the available evidence:

1. The Petitioner has an urgent need to make the proposed changes;
2. The proposed changes will not operate to the injury of any other lawful user of water;
3. The proposed changes, with conditions set forth in this Order, will not have an unreasonable effect upon fish, wildlife, or other instream beneficial uses; and
4. The proposed changes are in the public's interest.

## **ORDER**

**NOW, THEREFORE, IT IS ORDERED THAT:** the petitions filed by the Los Angeles Department of Water and Power (LADWP) for renewal of the temporary urgency changes in Licenses 10191 and 10192 are approved, and this approval is effective from the date of this Order to March 31, 2020. All existing terms and conditions in Licenses 10191 and 10192 remain in effect, except as temporarily amended by the following terms.

1. For protection of fish in Rush and Lee Vining Creeks, LADWP shall bypass flow below the point of diversion at the flows specified in Section 2.2 of this Order. The Stream Ecosystem Flows provided under this requirement shall remain in the stream channel and not be diverted for any other use.
2. LADWP shall submit to the Deputy Director for Water Rights on a monthly basis a written report that summarizes all activities conducted to ensure compliance with the requirements of this Order. The first monthly report is due at the end of the first complete month of this Order. LADWP shall submit a final report summarizing overall compliance with this Order no later than May 1, 2020.
3. This Order does not authorize any act that results in the taking of a threatened or endangered species, or any act that is now prohibited, or becomes prohibited in the

future, under either the California Endangered Species Act (Fish and Game Code sections 2050 to 2097) or the federal Endangered Species Act (16 U.S.C.A. sections 1531 to 1544). If a “take” will result from any act authorized under this Order, the water right holder shall obtain authorization for an incidental take permit prior to construction or operation. The water right holder shall be responsible for meeting all requirements of the applicable Endangered Species Act for the temporary urgency change authorized under this Order.

4. The State Water Board shall supervise the diversion and use of water under this Order for the protection of legal users of water and instream beneficial uses and for compliance with the conditions. Petitioner shall allow representatives of the State Water Board reasonable access to the project works to determine compliance with the terms of this Order.
5. The State Water Board reserves jurisdiction to supervise the temporary urgency changes under this Order, and to coordinate or modify terms and conditions, for the protection of vested rights, fish, wildlife, instream beneficial uses and the public interest as future conditions may warrant.
6. The temporary urgency changes authorized under this Order shall not result in creation of a vested right, even of a temporary nature, but shall be subject at all times to modification or revocation in the discretion of the State Water Board. The temporary urgency changes approved in this Order shall automatically expire March 31, 2020, unless earlier revoked.

STATE WATER RESOURCES CONTROL BOARD

ORIGINAL SIGNED BY:

*Erik Ekdahl, Deputy Director  
Division of Water Rights*

Dated: OCT 22 2019



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**TIME REQUIRED**

**SUBJECT**

Application for Alcoholic Beverage  
License - Mammoth Brewing  
Company

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Mammoth Beers, LLC, doing business as Mammoth Brewing Company, in Mammoth Lakes, CA.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Application](#)

### History

Time	Who	Approval
10/25/2019 2:57 PM	County Administrative Office	Yes
10/29/2019 1:37 PM	County Counsel	Yes
10/29/2019 3:00 PM	Finance	Yes

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)**

ABC 211 (6/99)

**TO:** Department of Alcoholic Beverage Control  
 4800 STOCKDALE HWY  
 STE 213  
 BAKERSFIELD, CA 93309  
 (661) 395-2731

File Number: **611819**  
 Receipt Number: **2604737**  
 Geographical Code: **2600**  
 Copies Mailed Date: **October 9, 2019**  
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **MAMMOTH BEERS, LLC**  
 Name of Business: **MAMMOTH BREWING COMPANY**  
 Location of Business: **66 S INDUSTRIAL CIRCLE  
 UNIT A4  
 MAMMOTH LAKES, CA 93546**

County: **MONO**

Is Premises inside city limits? **No** Census Tract: **0002.00**

Mailing Address:(If different from premises address) **18 LAKE MARY RD STE A-B  
 MAMMOTH LAKES, CA 93546**

Type of license(s): **09, 17, 23** Dropping Partner: Yes \_\_\_ No **X**

Transferor's license/name: **519253 / MAMMOTH BEERS**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>
17 - Beer And Wine Wholesaler	PER	Y	09[ 1 ]
09 - Beer And Wine Importer	PER	N	
23 - Small Beer Manufacturer	PER	Y	

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	ISSUE TEMPORARY PERMIT	NA	1	10/09/19	\$100.00
Application Fee	PERSON TO PERSON TRF	NA	0	10/09/19	\$335.00
23 - Small Beer Manufacturer	ANNUAL FEE	NA	1	10/09/19	\$230.00
17 - Beer And Wine Wholesaler	ANNUAL FEE	NA	0	10/09/19	\$400.00
09 - Beer And Wine Importer	ANNUAL FEE	NA	1	10/09/19	\$125.00
<b>Total</b>					<b>\$1,190.00</b>

Have you ever been convicted of a felony? **No**

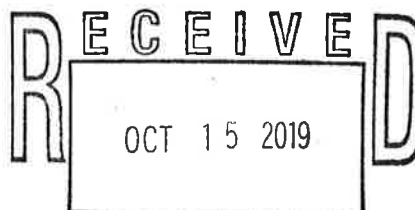
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of MONO

Date: October 9, 2019

Applicant Name(s)

**MAMMOTH BEERS, LLC**



OFFICE OF THE CLERK



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**TIME REQUIRED**

**SUBJECT** FERC Environmental Inspection  
Follow-Up Items

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

A letter from the Federal Energy Regulatory Commission (FERC) to Wayne Allen, Principal Manager of Southern California Edison (SCE) in response to his May 29, June 12, and August 21, 2019 letters regarding the status of various follow-up items from the Commission's August 20-22, 2018 environmental inspection of the Lee Vining, Lundy, and Bishop Creek Projects.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

PHONE/EMAIL: /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Letter](#)

### History

Time	Who	Approval
10/25/2019 2:59 PM	County Administrative Office	Yes
10/29/2019 1:40 PM	County Counsel	Yes
10/29/2019 3:00 PM	Finance	Yes

FEDERAL ENERGY REGULATORY COMMISSION  
Washington, D. C. 20426

OFFICE OF ENERGY PROJECTS

Project Nos. 1388-000, 1390-000, 1394-000  
Lee Vining, Lundy, and Bishop Creek  
Projects  
Southern California Edison Company

October 7, 2019

VIA FERC SERVICE

Mr. Wayne P. Allen  
Principal Manager  
Southern California Edison  
1515 Walnut Grove Avenue  
Rosemead, CA 91770

**Subject: Environmental Inspection Follow-up Items**

Dear Mr. Allen:

This is in response to your May 29, June 12, and August 21, 2019 letters regarding the status of various follow-up items from the Commission's August 20-22, 2018 environmental inspection of the Lee Vining, Lundy, and Bishop Creek Projects (FERC Nos. 1388, 1390, 1394). The follow-up items, and our response to each item is separated below by each individual project.

Lee Vining Project No. 1388

- As a reminder, in your previous September 25, 2019 letter, you reported that in order to correct inconsistencies in your streamflow gaging plan and Section 4(e) Conditions 4 and 5, you would file a request to amend license Article 404 by October 15, 2019. Please ensure that you file the request by the aforementioned date. If you are unable to meet your proposed schedule, please file a report on what efforts you have made since your last report and a revised filing date.
- At the Saddlebag Dam, you reported that you repaired the damaged public safety railing along the crest of the dam. This repair was coordinated with the Commission's Dam Safety and Inspections, and noted during its September 2019

Project Nos. 1388-000, 1389-000, 1394-000

- 2 -

inspection of the project. You also provided additional documentation of the repair by email. Thank you for making this important repair.

Lundy Project No. 1390

- In your May 29, 2019 letter, you stated that you would continue to coordinate with Mono County on the repair of Lundy Campground picnic tables, which would be completed by June 20, 2019. In your subsequent June 12, 2019 letter, you reported that the damaged picnic tables had been repaired. Thank you for your attention to this matter.

Bishop Creek Project No. 1394

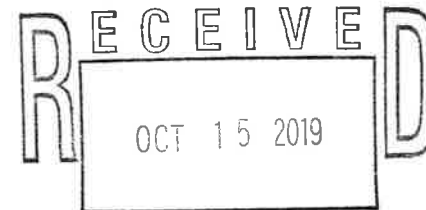
- At the South Fork Diversion Dam, you installed a new AVM flow meter. This was also verified during a recent September 2019 inspection conducted by the Commission's Division of Dam Safety and Inspections. Thank you for replacing the previously damaged flow meter.

Thank you for your cooperation. Should you have any questions, please contact me at 415-369-3335 or by email at john.aedo@ferc.gov.

Sincerely,



John R. Aedo  
Fishery Biologist  
Division of Hydropower Administration  
and Compliance



OFFICE OF THE CLERK





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**TIME REQUIRED**

**SUBJECT** Inyo National Forest Record of  
Decision Notice

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A letter stating that the signed Record of Decision for the Inyo National Forest land management plan and associated final environmental impact statement is now available on the Forest's public website:

<https://www.fs.usda.gov/main/inyo/landmanagement/planning>.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
10/30/2019 3:17 PM	County Administrative Office	Yes
10/30/2019 4:36 PM	County Counsel	Yes
10/30/2019 5:08 PM	Finance	Yes

**File Code:** 1950

**Date:** October 22, 2019

Dear Interested Party,

The signed Record of Decision for the Inyo National Forest land management plan and associated final environmental impact statement is now available. The final environmental impact statement was published on September 20, 2019, for a 30-day review period, and the land management plan was posted for reference on the project website at the same time.

The final Record of Decision was signed on October 21, 2019, at the end of the 30-day review period. The Plan will be approved by a Notice of Plan Approval in the Federal Register, which is expected to be published October 24, 2019. The land management plan will go into effect 30 days after the publication of the Notice of Plan Approval.

The signed Record of Decision, land management plan, and final environmental impact statement, along with supporting documents, are available on the Forest's public website at <https://www.fs.usda.gov/main/inyo/landmanagement/planning>. You may request hard copies or electronic copies in a format such as a CD, by contacting the Inyo National Forest.

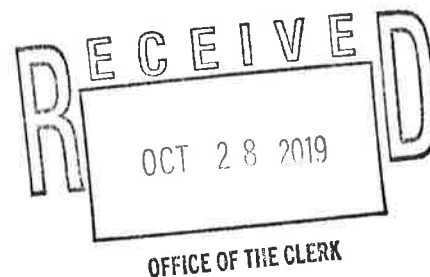
The 2019 land management plan will guide how we manage the Inyo National Forest for the next 10-15 years. The final documents reflect extensive public participation over the past seven years. We greatly appreciate the commitment of everyone who helped shape the plan and provided important contributions toward the development of the land management plan through their participation in the planning process.

If you would like more information or have questions related to the release of the signed Record of Decision, please contact Erin Noesser, Forest Environmental Coordinator, at [erin.noesser@usda.gov](mailto:erin.noesser@usda.gov) or (760)873-2449, or public affairs officer Deb Schweizer at (760)873-2427.

Sincerely,



Tammy Randall-Parker  
Forest Supervisor





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**Departments: Board of Supervisors**

**TIME REQUIRED** 20 minutes (15 minute presentation, 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Lia Webb, Project Manager

**SUBJECT** Trout Unlimited Presentation

**AGENDA DESCRIPTION:**

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

Presentation from CalTrout on the June Mountain Fuels Reduction project, a restoration project to remove dying trees across 518 acres of National Forest System lands over five years. CalTrout is pursuing additional funding to accomplish this, and intends to leverage funds to implement further scientific research to measure long-term ecosystem changes and determine best alternatives for biomass utilization.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Interpretive Panels</a>
<a href="#">The Sheet Article</a>
<a href="#">Forest Conversation PSN Narrative</a>

**History**

Time

Who

Approval

10/21/2019 4:02 PM	County Administrative Office	Yes
10/31/2019 10:24 AM	County Counsel	Yes
10/3/2019 7:09 AM	Finance	Yes



## June Mountain Whitebark Pine Restoration Project

### Whitebark Pine and Tree Die-off

Whitebark pine (*Pinus albicaulis*) lives for 1,000 years or more near Sierra Nevada mountaintops and is considered a *keystone species* because of its ecological importance. Just like all stones depend on the keystone to maintain a masonry arch, many species depend on whitebark pine to maintain the ecosystem. It's large and nutritious seeds attract and feed chipmunks, squirrels, bears, and over a dozen different birds, including a mutual relationship with the Clark's nutcracker (*Nucifraga Columbiana*). By caching seeds in the ground, the nutcracker plants whitebark pines and promotes forest regeneration and expansion.

Whitebark pine is also important for fish and people. About 60% of California's developed water originates from the Sierra Nevada. The trees provide shade which keeps snow from melting, storing it for release later in the summer months when fish and humans need water most.

Beginning in 2007, an outbreak of mountain pine beetle (*Dendroctonus ponderosae*) killed 80 to 90% of all whitebark pine in the June Mountain Ski Area and surrounding forest.



Mountain pine beetle are extremely small yet can shape an entire forest landscape.

Inset: Beetle size comparison photo courtesy of USFS Rocky Mountain Research Station  
Background: Mountain pine beetle photo by William M. Ciesla, Forest Health Management International, Bugwood.org



## June Mountain Whitebark Pine Restoration Project

### What's the Threat?

**FIRE** is a natural element of California forests and many trees and plants depend on low to moderate intensity fires for reproduction and growth. However, after a century of fire suppression aimed to protect valued timber resources, our Sierra Nevada forests have become too densely packed and overloaded with dead wood. Ironically, these well-intended but uninformed management efforts now make forests less resilient to drought and disease and primed to burn intensely and spread quickly under hot, dry, and windy conditions.

Following severe wildfire, landslides and mudflows are more likely. Massive soil erosion and transport can damage water infrastructure by filling reservoirs, clogging turbines, and causing hazardous flooding. The sediment can smother fish and bury their insect prey. When fires kill streamside trees, water temperatures may warm to stressful or lethal levels for trout. In some cases, fish populations with narrow habitat ranges may be eliminated entirely by the direct and indirect effects of fire.

**CLIMATE CHANGE** threatens to make wildfires more destructive in the future unless humans make extraordinary efforts to mitigate for the unintended consequences of fire suppression. Scientists predict that precipitation will occur more as rain than snow with earlier melt off leading to prolonged fire seasons in the Sierra Nevada. They also predict more extreme flooding and drought will increasingly threaten California's communities, water security, economy, and biodiversity.

Background: Wildfire photo courtesy of United States Forest Service/National Wildfire Coordinating Group, via EPA



## June Mountain Whitebark Pine Restoration Project

### Our Solution

California Trout, June Mountain Ski Area, and Inyo National Forest are working together to heal the forest and streams. Removal of dead whitebark pine began in 2018 and eventually more than 500 acres of the Ski Area will be treated. We will improve forest health by producing a less dense and multi-aged pine forest that enhances resistance and resilience to future beetle outbreaks and wildfire and continues to maintain ecosystem health and improve water security.



Removing dead Whitebark Pine will improve forest health.

“When we try to pick out anything by itself, we find it hitched to everything else in the Universe.”

- John Muir



Background: Whitebark pine cone photo by Christopher Earle, www.conifers.org



## June Mountain Whitebark Pine Restoration Project

### Impact: Wildlife, Fish, Water, and People

Reducing insect attack and wildfire fuel in the region will benefit the June Lake community, recreation opportunities, fish, wildlife, and downstream water users. Given the anticipated impacts of climate change and increasing water demands by a growing human population, projects like the June Mountain Whitebark Pine Restoration Project are critical for the continued coexistence of wildlife, fish, and people.

### What can you do?

Supporting organizations that are working to protect and restore places like June Mountain and other natural treasures is vital to responsible environmental stewardship. At California Trout, we work on conservation and restoration projects here and throughout the state. With your support and efforts to spread the word about the importance of maintaining healthy watersheds, we can ensure water security and resilient wild fish in healthy streams for a better California.

Donate or learn more at [CalTrout.org/JuneMountain](https://CalTrout.org/JuneMountain)



Background photo: June Mountain

# JUNE TO RESTORE WHITEBARK PINE GROVE

By Dr. Eric Huber

Recently, California has been ravaged by an uptick of intense wildfires. 15 out of the 20 largest wildfires in the state have occurred since 2000. Last year more than 8,400 wildfires scorched nearly two million acres across California, the most in recorded history. In the aftermath of another devastating wildfire year for the Golden State, you may be asking yourself, “is this the new normal?”

Trees and other plants in our forests have evolved in response to the natural fire regime and frequent low to moderate intensity fires are necessary for reproduction and growth. However, after a century of fire suppression aimed to protect people, property, and valued timber resources, Sierra Nevada forests have become densely packed and overloaded with dead wood that is primed to burn intensely and spread quickly under hot, dry, and windy conditions.

Climate change intensifies the risk. Warming temperatures and decreasing snowpack are extending fire seasons throughout the range. Increasing climatic variability is adding “fuel to the fire” as rapidly growing vegetation during wet years dies back during droughts.

The 2012-2016 California drought was the most severe in 1,200 years and

approximately 110 million trees died throughout the Sierra Nevada largely because trees could not produce enough resin to “pitch out” invading bark beetles.

Locally, a recent outbreak of mountain pine beetle killed 80 to 90% of all whitebark pine in the June Mountain Ski Area and surrounding forest.

For obvious reasons, this makes local residents even more concerned about fire danger. In the fall of 2014, a fire precipitated by a work crew at June Mountain spread quickly and came perilously close to impacting nearby structures and June Lake Village itself.

In addition to June Lake residents concerned about fire threats, the massive die-off is a concern to conservationists. Whitebark pine is considered a candidate species for protection under the federal Endangered Species Act by the U.S. Fish and Wildlife Service. The pine can live for 1,000 years or more near mountaintops and is considered a keystone species because of its ecological importance. Just like all stones depend on the keystone to maintain a masonry arch, many species depend on whitebark pine to maintain ecosystem integrity. Its large and nutritious seeds attract and feed chipmunks, squirrels, bears, and over a dozen different birds, including a mu-



Treated (left) and untreated Whitebark Pine groves on June Mountain

tually beneficial relationship with the Clark’s nutcracker; by caching seeds in the ground, the nutcracker plants whitebark pines and promotes forest regeneration and expansion.

If left untreated, the whitebark pine die-off areas increase the risk of catastrophic fire which threatens biodiversity, residents, and the local tourism-dependent economy, including a highly popular trout fishery. The likelihood for landslides and mudflows increases, following severe burns due to the combustion and decomposition of anchoring and reinforcing root systems. Massive soil erosion and transport can smother fish and bury their insect prey in addition to damaging industrial water infrastructure by filling reservoirs, clogging turbines, and causing hazardous flooding.

When fires kill streamside trees, water temperatures may warm to stressful or lethal levels for cold water-dependent fish like trout. In some cases, fish populations with narrow habitat ranges may be eliminated entirely by the direct and indirect effects of fire.

California Trout, June Mountain Ski Area, and Inyo National Forest are working together to remove beetle-killed whitebark pines and reduce the risk of catastrophic wildfire in the Rush Creek watershed. Selective removal of

approximately 11,175 dead whitebark pine from 75 acres of forest occurred in 2018 with funds provided by the National Fish and Wildlife Foundation’s Fuels Program, Wells Fargo’s Resilient Communities Program, and the Alterra Mountain Company.

In 2019, another 38-70 acres will be treated with additional funds from Pacific Gas and Electric, including the use of a helicopter to hoist and remove logs from the steepest slopes where ground-based equipment is too unsafe to operate. By mimicking the effects of the natural fire regime, mechanical thinning is clearing out patches of dead forest and understory and producing less dense and multi-aged pine stands. The healthier forest benefits the June Lake community, California’s iconic biodiversity, recreation opportunities, and downstream water users.

Given the anticipated impacts of climate change and increasing water demands by a growing human population, projects like California Trout’s unique nonprofit-corporate-government partnership is critical for the continued coexistence of wildlife, fish, and people during an era that I can best describe as the “new normal”.

*Eric Huber, Ph.D. is Regional Director of California Trout’s Sierra Headwaters Region.*

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Applicability to Solicitation Priorities

1. Explain how the proposed project aligns with the PSN priorities and would advance the Proposition 68 objectives described in the PSN.

Project background and need – Approximately 4.5 million ac of California’s wildlands, including over 1 million ac of forest, burned annually pre-1800 (Stephens et al. 2007). Scholars maintain that approximately half of all the total burned area before Euro-American invasion was intentionally set by numerous and distinctive Native American tribes in present day California (Stephens 2019). During the second half of the 20<sup>th</sup> century when the so-called ‘10 am policy’ commanded US Forest Service (USFS) timber management practices (Fig. 1), the mean area burned in California’s forests was nearly an order of magnitude lower than prehistoric times (Stephens et al. 2007 as cited by Boisramé 2017) . The long history of fire exclusion eventually altered forest structure and function (Parsons and DeBendeetti 1979) and produced unwanted ecosystem effects including excessive fuel loading (Dodge 1972, Biswell 1989), widespread stand-replacing fires (Keeley and Syphard 2019), and altered wildlife habitats (Leopold et al. 1963) in ecosystems that require frequent low-to-moderate intensity fires to remain healthy.

Ecological forestry practices that mimic natural fire regimes by removing ground and ladder fuels are needed to improve the health of fire-dependent ecosystems and reduce risks of dangerous crown fires (Fig. 2), debris flows, (e.g., Cannon et al. 2008; Fig. 3) and the toll that such anthropogenically influenced disturbances cause to ecosystems and people (Agee and Skinner 2005, Fulé et al. 2012, Kelsey 2019; Fig. 2). Recognizing the need for fire-surrogate thinning methods to mitigate for ecosystem harm caused by over 70 years of fire exclusion, the June Mountain Ski Area Vegetation Management Planning Project Environmental Assessment (USFS/Mono County 2012; hereafter ‘EA’) calls for “up to 1,157 acres within June Mountain Ski Area’s special use permit boundary [to] be treated to reduce fuels and restore forest stand structure to within the natural range of variability.”

Known affectionately as the “Switzerland of California” for its majestic mountainous scenery, the June Lake Loop in the Eastern Sierra Nevada along highway 158 is critical to the region’s outdoor recreation-based rural economy (Fig. 4). Indeed, over one thousand tourists per day visited June Lake on average in 2008 and approximately 20% of all visitors engaged in winter recreation opportunities at the June Mountain Ski Area (JMSA) (Hull, CIC Research, Inc., 2008). Since the EA was published, the historically severe 2012-2016 California drought (Griffin and Anchukaitis 2014) precipitated an outbreak of mountain pine beetle (*Dendroctonus ponderosae*) that killed 80% to 90% of whitebark pine (*Pinus albicaulis*) in the JMSA and surrounding forest (Meyer et al. 2016; Fig. 5). Consequently, the imperative to address fuel loading by supporting Phase II of the June Mountain Fuels Reduction and Keystone System Restoration Project is undoubtedly more urgent now. Before the drought, the town of June Lake already possessed a ‘Very High’ fire hazard rating according to the County’s Wildfire Protection Plan (Mono County 2009). The massive amounts of dead and dry fuels within the wildland-urban interface (WUI) defense zone on the JMSA (Fig. 5) makes the current threat of destructive wildfire to the community and its lucrative outdoor recreation-based economy - already at the highest level – *off the charts*.

The exacerbated fuels problem at the JMSA threatens lives and property and is worrisome to a broad stakeholder group comprised of community members, local business owners and employees, county officials, tourists, and others dependent on char-free viewsapes for economic growth, job creation, sustainable outdoor recreation, and preservation of community character along ‘The Loop’ (Fig. 4). Besides threats to lodges, chairlifts, and other ski infrastructure, Alterra Mountain Company (AMC) is concerned that falling beetle-killed pine trees that are currently in the red and grey phase could injure or kill workers or customers at the Ski Area branded as “California’s Family Mountain” (Fig. 4; see

Wermelinger 2004 for a review of beetle kill phenology). The June Lake Public Utility District (PUD) is especially concerned that intense and rapidly moving crown fires on June Mountain would muddy and chemically degrade drinking water sources and disrupt delivery services since the community's primary water diversion is centrally located on the Ski Area (Juli Baldwin, June Lake PUD, pers. comm.; Fig. 5). Furthermore, Mono County officials and first responders are concerned because critical third-party communications facilities in the towering mountainous area – including the Mono County Public Safety repeater - occur within the JMSA boundaries (Fig. 5). According to a recent economic assessment for the region is the most popular recreation activity along the June Loop (Mono County 2019; Fig. 4). Approximately 70% of tourists to Mono County in 2018 visited for the wilderness experience and, of those outdoor enthusiasts, nearly 40% came to fish (Mono County 2019). June Lake was the third most popular destination in the county behind Mono Lake and the town of Mammoth Lakes (Mono County 2019) and California Trout (CalTrout) and others that value Sierra fisheries and sustainable recreation are concerned that catastrophic wildfire (Fig. 2) and subsequent mass wasting events (Fig. 3) would impair aquatic ecosystems, destroy aesthetics, and have damaging ripple effects throughout the region's rural economy.

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*According to the EA: "Escaped wildfires have potential for becoming high-intensity, stand-replacing burns, which are both difficult and dangerous to control. This type of fire behavior was exhibited in proximity to the project area during the June Fire of 2007\*. As a consequence of high fuel loads within WUI, there are inadequate defensible spaces between most Ski Area facilities, or adjacent private land and other developments, which are adjacent to areas proposed for fuels reduction treatments...Fuels reduction is only part of the need for treating stands. Restoring functional ecosystems is needed. Proposed whitebark pine restoration treatment is intended to maintain and enhance high elevation pine stands. Efforts to reduce the effects of Mountain Pine Beetle (*Dendroctonus ponderosae*), and fire exclusion should result in more resilient stands less sensitive to future climatic trends."*

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\*In September 2014 sparking from heavy machinery started another fire in the June Lake area. The fire started at the base of Gull Canyon and burned east towards town and threatening to explode the June Lake's PUD chlorine gas storage facility (Juli Baldwin, PUD, pers. comm.). Houses near the town of June Lake were ordered to evacuate. Multiple lives and structures were threatened and cell phone service was interrupted. Thanks to the efficient and well-organized response by the BLM, USFS, CAL FIRE, and local and regional fire departments, this accidental fire did not become catastrophic.

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Ecosystems prioritized for restoration in the EA include:

- *Whitebark Pine Restoration Units (503 ac): These units are located across the upper mountain and fall mainly within the WUI defense zone, with minor portions in urban core.*
- *Aspen Restoration Units (24 ac): Four units are located across the base of the Ski Area within urban core and WUI defense zones. Removal of conifers up to 2 in dbh competing with aspen is needed.*
- *Meadow Restoration Units (20 ac): These five units are mainly located in WUI defense zone, with two units in the Inventoried Roadless Area (IRA). Similar to the aspen restoration prescription, conifers would be removed from identified meadows.*

***Related projects*** - Through the implementation of this project, we are building vital relationships and positioning the local community to be better prepared for and protected against future resilience challenges and impacts. In 2018 California Trout, Inc. (CalTrout), Inyo National Forest (INF), and AMC implemented Phase I of the June Mountain Fuels Reduction and Keystone System Restoration Project. Seventy five ac of dead and dying whitebark pine were treated in 2018 and another 58 ac will be treated in 2019 (Fig. 6) in order to promote a less dense, multi-aged vigorous stand that is more resistant and resilient to future fire and beetle infestations. Funding for the project has been provided thus far by the National Fish and Wildlife Foundation (NFWF) – Pacific Southwest Fuels Management Strategic



Investments Partnerships Program, Wells Fargo & NFWF's Resilient Communities Program, AMC, and Pacific Gas & Electric. In-kind support has also been provided by INF, AMC, and CalTrout.

This project is a part of a greater landscape-scale project on private and USFS land in and around the town of June Lake intended to reduce fuels and improve forest health. In the past decade over 5,000 ac in the June Lake area have been cleared through the National Environmental Policy Act (NEPA) for fuels reduction and forest health treatments (Eric Vane, INF, pers. comm.).

Expected results - Proactive forest practices are necessary to mitigate potentially devastating environmental and economic risks to the local communities. Funding from the WCB's Forest Conservation Program would provide the opportunity to continue implementation of fire-surrogate thinning treatments for fire safety and restored functionality of the pine forest, riparian forest, and aspen and meadow wetland ecosystems. This proposal requests \$440,389 for on-the-ground implementation of Phase II of the June Mountain Ski Area Vegetation Management Project from July 1, 2020 to December 31, 2022. This project includes restoration of 121.5 ac of whitebark/lodgepole pine forest, 24 ac of aspen groves, and 20 ac of mountain meadows (Fig. 7).

The whitebark pine forest treatments are designed to mimic the natural fire regime and reduce potential wildfire severity and enhance forest health by: (1) reducing tree density and removing ladder fuels which reduces the risk for intense and fast-moving crown fires (Agee and Skinner 2005; Fig. 2), (2) removing disease vectors from the system, and (3) enhancing ecosystem resiliency by creating forest patches where, (a) Clark's nutcracker (*Nucifraga columbiana*) can readily cache pine seeds in openings and facilitate forest regeneration (Tomback 1977, Vander Wall and Balda 1977), and (b) trees and seedlings receiving more photosynthetically active radiation will grow faster and, hence, produce more seeds (Keane et al. 2012).

Through both direct (e.g., reduced stream channel sinuosity and ensuing incision) and indirect (e.g., fire exclusion and consequent conifer encroachment) effects, mountain meadows and other riparian ecosystems have been severely impacted by human activities (Thoms 2003). Restoration of riparian ecosystems will enhance multitudinous ecosystem services (Table 1) including enhanced biodiversity (reviewed by Drew et al. 2016), increased baseflows during summer and extended droughts (Hunt et al. 2018), boosted trout production (Gerstung 1973), enriched ungulate forage (Tate et al. 2011), nutrient and greenhouse gas sequestration (Norton et al. 2011), and climate refugia (Maher et al. 2017).

Scientific basis – *Pinus albicaulis* is a candidate for listing under the Federal Endangered Species Act (ESA). Massive declines of whitebark pine forests across their western North American range have been observed for over 30 years (Arno 1986). Fire suppression, changing climatic conditions, and pathogens represent primary threats to this shade-intolerant keystone subalpine species (Keane et al. 2012). The JMSA is near the southernmost extent of the species' range and white pine blister rust (*Cronartium ribicola*) is currently not present at the site (Meyer et al. 2016). Meyer et al.'s (2016) observations are consistent with those of Hoffman and Smith (2003) who observed an apparent absence of blister rust disease in Great Basin forests and that "further spread into the Intermountain West by *C. ribicola* seems unlikely because of the region's hot, dry climate and the discontinuity of hosts." Given the apparent enhanced resiliency of whitebark pine forests in the Southeastern Sierra (Meyer et al. 2016), efforts to restore JMSA stands have a greater likelihood of success compared to projects conducted in *C. ribicola*-positive areas.

Large stand-replacing wildfires in whitebark pine forests have occurred in many parts of western North America. These forests are prone to widespread and intense fires because of: (1) a long-standing policy of fire suppression which has led to increased densification in more productive stands (such as those on June Mountain) especially due to increased lodgepole pine presence, (2) vertical and horizontal connectivity of surface and crown fuels, and (3) wind and other fire weather conditions. Torching (TI) and crowning (CI) indices are useful for quantifying wind speeds at which crown fire is expected to initiate and remain active, respectively (Scott and Reinhardt 2001). Briefly, the TI is negatively related to

surface fuel load and slope steepness and positively related to surface fuel moisture contents, foliar moisture content, canopy base height, and wind reduction by the canopy. Similarly, the CI is negatively related to canopy bulk density, slope steepness, and surface fuel moisture content.

Whitebark pine exhibits high degrees of morphologic variation ranging from Krumholz architecture (i.e., windblown and stunted) to a shrubby shape with basal branching to a form characterized by a central trunk and relatively tall crown (Fig. 8). Consequently, dead and dying whitebark pine forests in fire-excluded and massive die-off areas, like the JMSA, tend to provide the essential ingredients for a potential megafire. In analogous terms, the abundant ground (“tinder”), ladder (“kindling”), and overstory (“logs”) fuels are primed to burn the “campfire” especially under hot, dry, and windy conditions (Fig. 2). The site conditions at June Mountain – steep slopes, dense canopy, overloaded fuels, and abundant ladder fuels increase the risk for intense and fast-moving crown fire at June Lake, especially considering that: (1) lightning strikes and power line accidents often coincide with strong winds, (2) the strongest winds on June Mountain tend to blow from the south-southwest (winds as strong as 180 mph were recently observed on June Mountain [Julie Brown, AMC, pers. comm.]), and (3) the most severe whitebark pine die-off occurred in the Owens Headwater Wilderness just to the north of June Mountain (Fig. 6). This last point is especially important given that current fuel treatment options in wilderness areas are restricted to an arguably excessive degree.

Anticipated consequences – As Phase I of the June Mountain Fuels Reduction and Keystone System Restoration Project draws to a close, with 133 acres treated for fuels reduction funded by NFWF, Wells Fargo and PG & E mitigation fund programs, Partners are in place to transition seamlessly into Phase II. This project proposes to match potential WCB funds with potential SNC funds (resulting from a proposal invited to full submission on 10/14/19 and a site visit on 9/23/19). If either of these funds are not awarded, the Phase II will be delayed until match is secured. A project delay will put the interdependent community and ecosystem of the June Lake area and the economy of Mono County at significant risk from catastrophic fire. The project’s footprint may expand as a result of matching in-kind support from AMC, USFS, and CalTrout, in addition to a potential proposal to CalFire in early 2020 and cash support from budding partnerships with AT&T and SoCal Edison (both have critical infrastructure exposed on June Mountain).

As discussed throughout this proposal, this project specifically aligns with the following goals, objectives, and priorities outlined within the WCB Strategic Plan:

- Goal A. Environmental Protection and Conservation: Invest in wildlife habitat and natural areas, and work towards long-term, landscape level conservation, habitat quality and connectivity, and the success of wildlife species and populations.

A.1	Fund projects and landscapes that provide resilience for native wildlife and plant species in the face of climate change.
A.2	Fund projects and landscape areas that conserve, protect, or enhance water resources for fish and wildlife.
A.3	Fund projects that support the implementation of Natural Community Conservation Plans, Habitat Conservation Plans and recovery of listed species.

- Goal B. Environmental Restoration and Enhancement: Work with partners to restore and enhance natural areas, create viable habitat on working lands, manage adaptively, and ensure long-term ecosystem health.

<b>B.1</b>	Invest in projects and landscape areas that help provide resilience in the face of climate change, enhance water resources for fish and wildlife and enhance habitats on working lands.
<b>B.2</b>	Strengthen the grant application process to further highlight the importance of the following factors in project design and selection: robustness and resilience to extreme weather events, ecosystem services (e.g. groundwater recharge, flood reduction, fire prevention, etc.), water quality and quantity, and compatible public use and access.
<b>B.4</b>	Expand project monitoring and evaluation of restoration activities to assess long-term project success, moving beyond compliance monitoring.

- Project is aligned with conservation actions in the Wildlife Action Plan (WAP) bio-regions
- Project is consistent with relevant conservation plan
- Project demonstrates organizational capacity for long-term stewardship
- Project addresses:
  - Climate change resiliency and adaptation
  - Species strongholds or refugia
  - Habitat connectivity and corridors
  - At-risk species
- Goal C. Public Use and Recreation: Leverage WCB investments in programs and projects by expanding opportunities for outdoor wildlife-oriented recreational activities that are compatible with conservation goals.
  - Diversity of recreation types
  - Sustainable recreation
  - Organizational capacity for ongoing maintenance and operations

<b>C.1</b>	Support a wide range of recreational activities (e.g. hunting, fishing, birding, hiking, camping, photography, etc.) in conjunction with other land uses and without degrading environmental resources.
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<b>C.3</b>	Standardize existing project monitoring protocols to facilitate consistent reporting and improved performance management.
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- Goal D. Public Awareness and Education: Raise public awareness of key conservation issues and goals, and educate and support local resource agencies and private landowners in protecting and enhancing habitat.

<b>D.1</b>	Work with CDFW to prepare and implement an outreach and communications plan to increase public awareness and understanding of WCB including the benefits associated with strategic conservation and wildlife-oriented recreational opportunity (e.g. hunting, fishing, boating, birding, hiking, etc.) resulting from WCB's actions.
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<b>D.2</b>	Expand the use of outreach methods, including social media and WCB participation in conferences, community meetings and events.
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This proposal supports Governor Newsom’s Water Resiliency Portfolio Initiative. Consistent with the Governor’s executive order (Newsom 2019), this project incorporates these portfolio principles:

- Prioritize multi-benefit approaches that meet multiple needs at once.
- Utilize natural infrastructure such as forests and floodplains.
- Encourage regional approaches among water users sharing watersheds.
- Strengthen partnerships with local, federal and tribal governments, water agencies and irrigation districts, and other stakeholders.

Additional plans/efforts that this project helps realize include but are not limited to the California Fire Plan, Safeguarding California Plan, California's Forest Carbon Plan, Sierra Nevada Conservancy's Watershed Improvement Program, the California Water Action Plan, the California Biodiversity Initiative, USFS's Shared Stewardship Strategy, USFS's National Fish and Aquatic Strategy, USFS's Region 5 Ecological Restoration Leadership Intent, INF's Management Plan, USFS's Range-Wide Restoration Strategy for Whitebark Pine, NFWF's Pacific Southwest Fuels Management Partnership, NFWF's Business Plan for Sierra Nevada Meadow Restoration, the Sierra Meadow Strategy, Public Policy Institute of California's (PPIC) Headwater Forest report, and the Mono County Community Wildfire Protection Plan.

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### Significance of the Benefits

2. Explain how this project will result in multiple tangible benefits (e.g., wildlife habitat, water quality, carbon storage, nutrient cycling, etc.) and their significance to the PSN priorities and Proposition 68 objectives.

A keystone species is defined as "a species whose impact on its ecosystem is large and disproportionately large relative to its abundance" (Power et al. 1996). Mouquet et al. (2012) expanded the concept's scale and defines keystone ecosystems as "ecosystems with impacts disproportionately large and positive relative to their weight in the connected set of local ecosystems." Accordingly such keystone species, communities, and ecosystems are eminently worthy of restoration efforts. This project will restore three keystone Sierra Nevada systems and provide conservation-oriented funders with sustained and inestimable returns-on-investment.

*Whitebark pine-Clark's nutcracker keystone species complex* - Whitebark pine lives for 1,000 years or more in the subalpine zone (~9,000 ft) of the Sierra Nevada. Close to the treeline 'food desert', it's lipid-rich seeds attract and feed chipmunks, squirrels, bears, and over a dozen different birds, including Clark's nutcracker which shares a mutually beneficial relationship with whitebark pine. A single bird caches between 22,000 and 33,000 seeds in about 7,500 separate underground locales annually (Tomback 1977, Vander Wall and Balda 1977). As a result, each individual ensures a stable supply of energetic food reserves throughout the year. Unretrieved seeds regenerate whitebark pine forests (Fig. 8), further ensuring the sustained existence of the ecosystem

*Quaking aspen keystone community* - Kay (1997) surmised that aspen stands support the second highest level of biodiversity of any western US vegetation type. Whereas calorie-rich whitebark pine seeds drive terrestrial subalpine food webs near the treeline 'food desert' (Keane et al. 2012), highly edible litter fall from broadleaved aspen trees fuel riparian and aquatic food webs that help sustain insect, fish, bird, and mammal populations (DeByle and Winokur 1985, Nakano and Murakami 2001). As a result of it's ability to reproduce asexually, stands may grow as old as 80,000 years (Grant et al. 2010).

*Alpine meadow keystone ecosystem* - Mountain meadows are amongst the most diverse ecosystems in temperate climes (Skalski et al. 2013). Given that these wetland types comprise about 2% of the overall Sierra Nevada area and considering their present (Drew et al. 2016; Table 1) and increasingly important future (Maher et al. 2017) values to wildlife, fish, water, and people (Table 1), Sierra meadows represent quintessential examples of keystone ecosystems that are decisively worthy of funding.

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### Durability of Investment/Climate Change Considerations

3. Describe the extent to which a project will deliver enduring, sustainable benefits. What are the provisions to maintain the benefits and for what period of time? Are there any protections or restrictions affecting the project (e.g., carbon offset projects, conservation easements, etc.)?

Long-term management and monitoring of the project site will be conducted by the Inyo National Forest, as described in the "Inyo National Forest Land and Resource Management Plan: 1988 Final

Report & 2019 Draft Report. "Please see answers to question 6 below for additional information pertaining to a monitoring strategies that will help maintain the project for a minimum of 25 years.

*Avoided emissions and carbon sequestration* - This fuels reduction project will reduce risks of greenhouse gas emissions from widespread wildfire in the heavily forested INF and surrounding wilderness areas (Griscom et al. 2017). Given that whitebark pine are slow growing benefits are expected to endure for at least 100 years which is less than 10% of the maximum life span for whitebark pine. Furthermore, increased greenhouse gas sequestration in restored wetlands will also assist climate restoration efforts (Norton et al. 2011; Table 1, Fig. 9). Indeed, the Project Director is currently leading a team of University atmospheric scientists to develop a quantification methodology for greenhouse gas sequestration in Sierra Nevada meadows (<https://caltrout.org/2015/05/caltrout-receives-922k-grant-for-sierra-meadow-carbon-sequestration-project/>).

Long term Please refer to attached files entitled 'INF Maintenance and Management Plan.pdf' and 'JMSA Maintenance and Management Plan.pdf' for long-term management plans for the project site.

*Project restrictions* -

- Project implementation would only occur from July 16th to October 15th of any given year during the life of the grant agreement and limit treatments to 289 acres in any one year per the following restrictions imposed by the environmental assessment:
- Cutting of snags should not occur during the nesting period for cavity dependent species from (April 15th – July 15th). This limited operating period (LOP) maybe adjusted during any year if a USFS wildlife biologist determines breeding chronology does not coincide with these dates.
- No more than 25% of the 1,157 ac project area should be treated in any year to provide refugia for resident wildlife species.
- Mechanical harvesting equipment would not be used when wet weather operations or wet soil would adversely affect soil porosity, hydrologic function, or runoff potential. Mechanical removal shall be limited to slopes than 30%, as specified in the Land and Resource Management Plan (Martin and Barker 1988; see attached file named "INF Maintenance and Management Plan.pdf" for the 2016 draft forest plan), unless otherwise approved by a USFS Watershed Specialist; and to when the soil is dry to 6 in, or suitable conditions determined by the Watershed Specialist.

*Reasons for high treatment costs* – Ecological forestry techniques that use a 'scalpel' instead of a 'sledgehammer' and adopt ecological principles for fuel load reduction and forest restoration require more skill, time, and effort and, thus, tend to cost more to implement. In order to complete projects at-scale, multiple years (and, hence equipment deployment fees) are required due to brief field seasons at subalpine elevations, especially after wet winters when soil moisture conditions remain elevated (see restrictions above). Furthermore, slopes steeper than 30% grade, while critically important to treat, require aerial removal and fees are ~\$50,000 per helicopter deployment. Furthermore, the lack of mills and biomass infrastructure currently in the Eastern Sierra restricts the use of market-based mechanisms to help offset restoration costs. Logs left at decking stations on the JMSA are challenging to remove due to dangerously steep roads for loaded trucks. Furthermore, the loose andesitic pumice soils and irregular tree morphologies (Fig. 8) impose further treatment challenges. Lastly, given that 15 of California's 20 largest wildfires on record have occurred since 2000, skyrocketing fire insurance premiums, especially for coverage in WUI zones (Lara 2019), are adding unexpected and unpredictable monetary burdens for forest restoration projects in the Sierra Nevada. Consequently, a major focus of outreach efforts will be to determine creative ways to reduce restoration costs including establishment needed infrastructure, establishment of indemnification agreements with landowners, and use of Snowcats and other powerful snow machines to skid logs over snow.

Reviewers for a denied proposal submitted to Sierra Nevada Conservancy's (SNC) Watershed Improvement Program (WIP) for Phase I of the project suggest treating zones outside of ski runs and reducing treatment costs (~\$3.5K/ac instead of ~\$7.0K/ac) in order to be more competitive in future rounds. Considering our invitation to submit a full proposal this year to SNC's WIP program for matching support (see budget), we propose to only treat lower slope (<30%) whitebark and lodgepole pine stands along the project's perimeter where removal of overloaded fuels forests will augment fuel break functions provided by ski runs (Fig. 7).

4. Explain how the proposed project will provide climate change adaptation and resilience benefits to wildlife, habitat, and ecosystem function.

Implementation project proposals must include a Long-Term Management Plan (or the equivalent) addressing how the project will be maintained for a minimum of 25 years. Acquisition projects should outline a 25-year management strategy for the property.

Fifteen of California's 20 largest wildland fires on record have occurred since 2000, many in the Sierra Nevada. Besides the immense concerns to state and local fire agencies, the uptick in megafires is a concern to water managers because 60% of California's developed water supply originates in the Sierra Nevada (CEC/CNRA 2018). Through the use of fire-surrogate thinning methods, mimicry of the natural fire regime in the proposed pine, aspen, and meadow ecosystems promises will help California mitigate for changing environmental conditions while also protecting people and ecosystems in the Mono Basin. For example, added groundwater storage from increased infiltration will recharge aquifers and ensure a steady supply of cold clean water to Rush Creek and Mono Lake, a site of international importance in Western Hemisphere Shorebird Reserve Network where CalTrout has a long history helping to solve vexing ecological and conservation issues (Hart 1996).

This project will protect the local community, create defensible space, and create a more resilient forest structure to pest and pathogen outbreaks, drought, and climate change. Whitebark pine forests (Keane et al. 2012), aspen stands (Shepperd et al. 2006), and meadows (Drew et al. 2016) contribute significant biological diversity and water security benefits despite their relatively small overall area in the Sierra Nevada (~2%; Drew et al. 2016). Unfortunately all three ecosystems are experiencing widespread declines throughout their global range. Not coincidentally, all three systems need wildland fire for health and vigor and sustained ecosystem service provisions (Dwire and Kauffman 2003, Keane et al. 2012, Boisramé et al. 2017). Similar to benefits provided to whitebark pine (Keane et al. 2012), fire-surrogate thinning (i.e., removal ground and ladder fuels) is highly effective at increasing the growth, survivorship, and recruitment of aspen in the Sierra Nevada (Krasnow et al. 2012, Berrill et al. 2017).

The landowner, INF, is responsible for managing and maintaining the project site for a minimum of 25 years according to the current official (Martin and Barker 1988) and/or draft (see attached file named 'INF Maintenance and Management Plan.pdf) Land and Resource Management Plans.

5. For implementation projects, describe applicable Management and/or Monitoring plans and how they pertain to the project.
  - Who will be responsible for implementing ongoing management and/or monitoring? Provide specific contact information if another agency, program, or individual will be collecting, storing, and evaluating the data.
  - How will long-term management and monitoring activities be funded after the project is complete?

CalTrout, as grantee, will be responsible for project monitoring in the pine forest sites according to the methodology of Meyer et al. (2016; Table 3; see attached file entitled 'MeyerEtAl\_2016\_Presentation.pdf' for more background). CalTrout will also be responsible for monitoring riparian and meadow project sites according to protocols currently under development with funding from a related project in Sequoia National Forest. The Sierra Meadow Wetland and Riparian Area Monitoring Plan (SM-WRAMP; [https://docs.wixstatic.com/ugd/80da86\\_ce4aff2f72c7499da2c73ba7dcbfffd5.pdf](https://docs.wixstatic.com/ugd/80da86_ce4aff2f72c7499da2c73ba7dcbfffd5.pdf)) will serve as a robust, replicable and cost-efficient monitoring plan to track and understand the extent and effectiveness of meadow restoration and conservation actions by employing protocols pre and post-restoration and/or conservation. The abundant outreach opportunities will help aid the professional development of the Sierra Corps. Forestry Fellow (see attached file named 'Sierra Corps Forestry Fellow Correspondences.pdf').

Long-term monitoring activities will be conducted by CalTrout, the USFS, or both. Please see final paragraph to answer 4 above for more information.

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### Approach and Feasibility

6. Describe how the proposed project will be carried out. Explain how the approach and methodology are appropriate for the project objectives.

CalTrout, as grantee, will be responsible for, (1) Project Management, (2) Project Monitoring, and (3) Technical Writing (see budget justification for more information). To ensure all project activities will be addressed and completed in a timely manner, CalTrout staff supporting this project will include, (1) Project Director (2) Project Manager in addition to the Sierra Corps. Forestry Fellow (see attached file named 'Sierra Corps Forestry Fellow Correspondences.pdf'; <https://sierranevadaalliance.org/programs/sierra-corps/>).

CalTrout, Inyo National Forest, and June/Mammoth Mountain Ski Area have developed the unit layout plan to remove 121.5 ac of beetle-killed whitebark and lodgepole pine forest and 20 ac and 24 ac of conifer-encroached alpine meadows and aspen groves, respectively. The major components of implementation include contract preparation and award, on-the-ground implementation (tree cutting, yarding, slash chipping or piling, and site restoration) with concurrent contract inspection and administration, slash pile burning, and required accomplishment reporting to WCB. Please see Table 2 for a detailed project workplan.

All project Partners prefer that Sullivan Logging Co. continue restoration treatments for the following reasons: (1) Their demonstrated ability to conduct skilled ecological forestry operations amidst challenging site conditions, (2) An outstanding safety record over 50 years of operation, including zero accidental wildfire ignitions, and (3) Efficiencies gained by relationship formation, trust building, and refinements in project planning and log removal methodologies by Partners which will help reduce treatment costs (see above). Furthermore, by avoiding an open bid, project implementation will avoid delays of approximately six months (Eric Vane, INF, pers. comm.).

The INF Vegetation Management staff has extensive experience in planning and implementing fuels reduction treatments such as those planned for the June Mountain Fuels Reduction and Keystone System Restoration Project.

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### Monitoring and Reporting

7. Describe how the effectiveness of the project will be monitored, assessed, and reported. All project proposals must include a Monitoring and Reporting Plan (or the equivalent) addressing project-specific performance measures, opportunities to extend the monitoring activities beyond the term of the grant, and how monitoring results and progress towards objectives will be reported.

We will continue to implement the methods of (Meyer et al. 2016) in order to assess responses of the whitebark pine forest stands to fuel treatments according to a maximum of 21 quantifiable attributes (Table 3). The long-term dataset will allow USFS scientists to document change from pre (2016) and post (2017 and after) treatment site conditions (see attached file named 'MeyerEtAl\_2016\_Presentation.pdf' for more context). Additionally, a comprehensive repeat photography monitoring program has already been implemented and will continue as part of this project (see attached file named 'Photo Monitoring Points.pdf' for a map of photo points). Additional metrics monitored will include total acres treated, interpretive panel display days, tallies of naturalist tours, presentations given, print articles written, brochures printed and circulated, and total visits to CalTrout's electronic media sites about the project, such as that accessed here:

<https://caltrout.org/regions/sierra-headwaters-region/keystone-initiative-sierra-headwater-meadows/junemountain/>.

Stand objectives are met when project monitoring shows an increase in relevant quantifiable attributes from pre- post- treatment conditions (generally within 3-5 years) and/or treated versus untreated areas. By guiding development of the fledging Sierra Meadows Wetland Riparian Area Monitoring Plan (SM-WRAMP; [https://docs.wixstatic.com/ugd/80da86\\_ce4aff2f72c7499da2c73ba7dcbfffd5.pdf](https://docs.wixstatic.com/ugd/80da86_ce4aff2f72c7499da2c73ba7dcbfffd5.pdf)), this project will provide broad benefits to the meadow and riparian area restoration practitioner communities. Briefly, the purpose of the SM-WRAMP is to provide a common set of protocols with instructions on field methods and reporting to generate a body of comparable data obtained from Sierra meadows by the Sierra Meadows Partnership (SMP; <https://www.sierrameadows.org/>). With this large body of comparable data, critical questions that span multiple meadows within a watershed, or across regional and program areas can be addressed. The Sierra Corps. Forestry Fellow will gain professionally from a combination of conducting diverse field monitoring activities and working with USFS scientists and the SMP's technical advisory group to continue developing and/or implementing the monitoring plans.

If monitoring does not indicate the desired stand regeneration, prescribed fire may be used in the mechanically treated areas. Prescribed fire activities would occur when conditions allow for fire behavior which would not burn aspen roots, but would allow for enough disturbance to induce aspen suckering. In fact, equipment use may help stimulate the aspen root system through mechanical disturbance (Eric Vane, INF, pers. comm.).

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### Project Team Qualifications

8. Describe your organization's relevant experience, resources, and capacity to successfully complete the proposed project. Provide examples of similar grant-funded projects previously completed by your organization. Identify key partners or subcontractors who will contribute to project work.

CalTrout is pleased to partner in this important work with Ron Cohen, Tom Hodges, and Julie Brown of the AMC, Sullivan Logging Co., and Eric Vane and Dr. Marc Meyer of the Inyo National Forest (see attached files named 'CalTrout-AMC MOU.pdf', 'CalTrout-INF Cost Share Agreement.pdf', and 'AMC-Sullivan Phase I Contract.pdf' for more information).

The lead Forester on the project is Eric Vane. Eric serves as the Planning Forester for the Inyo National Forest and BLM Bishop Field Office Interagency Vegetation Management Team. Eric Vane attained his Masters of Forestry from Northern Arizona University where he worked under Dr. Kristen Waring in the Silviculture lab doing research on the relationship between fire severity and western spruce budworm outbreaks in high elevation forests. He has worked in the field of natural resources for over five years and has experience in a variety of landscape scale forest restoration projects including the Four Forest Restoration Initiative, and the Amador/Calaveras Collaborative Forest Landscape Restoration Project. He is currently designated as the Contracting Officers Representative on several



ongoing vegetation management treatments and is the ID Team leader for the Lakes Basin Hazardous Fuels Reduction Environmental Assessment.

Sullivan Logging Company (SLC) is a private logging company located in Idyllwild, CA. As part of this project, the AMC maintains a contract with SLC to perform activities related to tree removal, including: whole tree harvesting with subsequent processing of dead and dying whitebark and lodgepole pine species, slash disposal through a combination of chipping, piling, lop and scatter, and decking of log lengths at pre-approved landing locations on the Inyo National Forest, CA. SLC is not responsible for burning slash piles (see attached file named 'AMC-Sullivan Phase I Contract.pdf' for more information).

Eric Huber, Ph.D., is CalTrout's Regional Director for the Sierra Headwaters region. Eric has over 20 years working in California watersheds, including participation several forestry and aquatic ecology university studies. Prior to joining CalTrout, Eric completed his doctorate in UC Berkeley's Department of Environmental Science, Policy, and Management (ESPM). His research investigated both Central Valley fall run Chinook salmon hatchery management practices and the fish ecology of a Central California Coast bar built estuary. His graduate research involved extensive interactions with multiple stakeholders including the Pescadero Lagoon Science Panel, CDFW, National Marine Fisheries Service, U.S. Fish and Wildlife Service, California Department of Parks and Recreation, the San Francisco Regional Water Quality Board, San Mateo Resource Conservation District, and local advocacy groups. While obtaining his Ph.D. Eric also worked as an independent contractor and environmental consultant on salmonid conservation projects throughout California. Eric also holds an M.S. in Ecology from UC Davis and a bachelor's degree in Integrative Biology and a minor in Forestry from UC Berkeley.

Marc Meyer, Ph.D. is the Southern Sierra Nevada Province Ecologist for the USFS, Region 5. Dr. Meyer's work is focused in the Sierra, Stanislaus, Inyo, and Sequoia National Forests and Giant Sequoia National Monument. Marc strives to integrate science-based information in forest management, with emphasis on the development of ecological restoration and adaptation strategies for fire-adapted ecosystems of the Southern Sierra Nevada of California. Marc provides technical expertise in the areas of ecological restoration and monitoring, climate change science and planning, fire ecology, forest ecology, and wildlife ecology. He works on a diverse array of ecological issues in partnership with the Pacific Southwest Research Station, National Park Service, U.S. Geological Survey, Bureau of Land Management, conservation organizations, and academia. Marc is currently involved in two Collaborative Forest Restoration Projects, two Fire Science organizations, one ecoregional climate change planning effort, several regional monitoring efforts, and the Teakettle Experimental Forest research project. Marc has authored numerous government reports and over a dozen peer-reviewed academic journal articles. Dr. Meyer has published numerous articles in peer-reviewed ecological science journals and currently serves as Associate Editor for the journal Fire Ecology.

---

### Schedule and Deliverables

9. Detail the sequence and timing of project tasks, milestones, and deliverables to complete the project within the grant term (i.e., project must be complete, and funds expended, no later than March 31, 2024).

The detailed workplan, including schedule and deliverables, is provided in Table 2 (see attached file named 'Tables and Figures.pdf').

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### Project Readiness

10. Demonstrate how property access, environmental compliance, permitting, planning, engineering design, and any other necessary preparations have been addressed and are sufficient to ensure prompt project implementation. For acquisition projects, other relevant preparations include appraisal, purchase and sales agreement, option agreement, preliminary title report, etc. If the applicant must be granted site access to implement the project or conduct long-term management

or monitoring, provide the access agreement (draft agreement will suffice) and evidence that the party authorized to grant access is willing to do so.

*NEPA status: complete* - Environmental Review for NEPA was completed with an Environmental Assessment made available for review on April 19th, 2012, initiating the 30-day objection period. The objection period ended May 21, 2012, and objections were not filed. The Decision Notice and Finding of No Significant Impact was signed by Jon C. Regelbrugge, District Ranger (former), on June 8th, 2012. See attached files named 'Environmental Compliance\_EA.pdf' and 'Environmental Compliance\_FONSI.pdf' for more information.

11. List each environmental document and permit that will be required for the project and provide the date completed or current status and date anticipated to be completed. If the proposed project may qualify for a CEQA exemption, identify which exemption(s) and explain why. If the project does not qualify for a CEQA exemption, identify the "lead agency" under CEQA, which type of environmental document may be required and its current status. Provide the State Clearinghouse Number, if available.

*CEQA status: incomplete* - Since the project is on federal lands and Phase I was supported by private-federal funding partnership, CEQA has not been required to date. Therefore, if granted funding from both WCB's Forest Conservation program and Sierra Nevada Conservancy's (SNC) Watershed Improvement Program (WIP; see 'Cost Share' below), it will be requested that the SNC serve as the lead agency for CEQA as there is not a lead identified in this regard. There is public record of SNC acting as lead agency on a similar vegetation project on the June Lake Loop (an NOE was filed) and it is requested that SNC act in a similar capacity. If an NOE does not apply, CalTrout can complete the CEQA documentation in an expedited manner using the existing NEPA records as supporting documentation. Besides CEQA, all regulatory, planning and permitting requirements have been completed. Therefore, once CEQA regulations are met, the restoration activities described in this proposal are shovel ready.

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### Budget

12. Complete the Budget Worksheets referenced in the PSN (A. Applicant Budget; B. Budget Justification; C. Cost Share). See the PSN for information regarding project budgets and cost share. Submit the completed Budget Worksheets as attachments to the Application Form.

Please see file named 'WCB Forest Conservation 2019 Full Proposal Budget\_FINAL.xls' attached to the Application Form.

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### Cost Share

13. Provide evidence (e.g., letters, contact information) of secured cost share. In the absence of secured cost share, describe any budget shortfall and how it will be addressed.

Cost share has currently been secured from the USFS (see attached file named 'CalTrout-INF Cost Share Agreement.pdf' for more information). Additional cost share will be sought from multiple stakeholders including, but not limited to: Sierra Nevada Conservancy, Alterra Mountain Company, Southern California Edison, Los Angeles Department of Power and Water, AT&T, Mono County, June Lake Citizens Advisory Council, Patagonia, and CalTrout's corporate partners in the California Water Action Collaborative (CWAC; <http://cawateraction.org/>).

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### Community Support and Collaboration

14. Provide evidence of broad-based public and/or institutional support for the project at the local, regional, or larger scale. Discuss local community or other stakeholder engagement in project

delivery (e.g., involvement with project planning/design, outreach, implementation, monitoring, maintenance, etc.).

This project has benefited from the broad-based support provided by a unique corporate-government-NGO partnership. Furthermore, CalTrout obtained several support letters from local entities and partners during our initial fundraising efforts for this project which began in 2016 (see file named 'Project Support Letters.pdf'), demonstrating significant support for the project from the local community.

The community of June Lake (population 629) is economically dependent on tourists drawn to the area for its pristine natural beauty. Tourists visiting June Lake in 2008 approached 380,000 individuals during all four seasons (Hull, CIC Research, Inc., 2008). The JMSA, where overloaded fuel accumulation is amongst the highest in the beetle kill zone; (Figs. 5, 6, 8), provides winter recreation opportunities to approximately 70,000 visitors annually. Summer visitation is highly concentrated around fishing, hiking and camping in the June Lake Loop area, the majority of which is downstream from the JMSA (Fig. 4). As a result, this project provides an exceptional opportunity to inform domestic and international visitors and local residents about the impacts of drought, climate change, beetle outbreaks, on ecosystems and society. For more information about specific outreach activities, please see the budget justification in attached file name 'WCB Forest Conservation 2019 Full Proposal Budget\_FINAL.xls'.

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#### Serving Disadvantaged Communities

15. Explain whether the project provides direct benefits to severely disadvantaged communities and/or is located within a disadvantaged community. See the PSN for instructions how to make these determinations.

This project does not provide direct benefits to disadvantaged communities nor is it located in a disadvantaged community according to PSN determination guidelines. However, the median household income of June Lake (\$51,434) is 28% less than the statewide median. The economic survival of June Lake is dependent on tourism. The 2008 study conducted by CIC Research Inc., titled "The Economic & Fiscal Impacts of Mono County Tourism in 2008", found that 83% of the 1.5 million annual visitors to Mono County come for the scenic beauty; 25% of that 1.5 million come specifically to recreate in June Lake. As a first-generation college student, the Project Director and lead fellowship mentor for this project values diversity in the workplace and the field of environmental science more broadly. Consequently, all permissible efforts possible will be made to mentor a Sierra Corps. Forestry Fellow from an underprivileged background. At UC Berkeley, Dr. Huber was a graduate student instructor for a diverse array of courses including general environmental science, fish ecology, geomorphology, and natural resource management and economics. He also mentored several undergraduate lab and field workers and advised two undergraduates for their senior theses. Eric considers teaching and mentoring willing students and workers amongst his most rewarding career activities thus far.

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#### CCC/CALCC Services

16. Describe whether and to what extent the project will utilize California Conservation Corps (CCC) and/or California Association of Local Conservation Corps (CALCC) services. The [Corps Consultation Review Document](#) can be used to determine feasibility for CCC or CALCC to provide project services.

Project services provided by CCC or CALCC are not feasible for this project. Please see attached file titled 'CCC, CALCC Consultation.pdf' for more information.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**Departments: Community Development**

**TIME REQUIRED** PUBLIC HEARING: 9:30 AM (15 minutes)

**PERSONS APPEARING BEFORE THE BOARD** Bentley Regehr

**SUBJECT** Public Hearing: General Plan Amendment (GPA) 19-03 Housing Element Update Adoption

**AGENDA DESCRIPTION:**

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

Adoption of the 2019-2027 Mono County Housing Element, with final edits from the California Department of Housing and Community Development (HCD).

**RECOMMENDED ACTION:**

1. Conduct a public hearing on GPA 19-03, receive any additional public comments, deliberate the project, and make any desired modifications. 2. Following the public hearing and project deliberations, approve Resolution 19-\_\_ making the required findings, certifying the Addendum, and adopting General Plan Amendment 19-03. 3. Provide any additional direction to staff.

**FISCAL IMPACT:**

No fiscal impact at this time.

**CONTACT NAME:** Bentley Regehr

**PHONE/EMAIL:** 760-924-4602 / bregehr@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Housing Element Adoption Staff Report</a>
<a href="#">Housing Element Public Notice</a>
<a href="#">Housing Element Tribal Noticing</a>
<a href="#">Resolution</a>
<a href="#">Resolution Exhibit</a>

[HCD approval letter](#)

[Housing Element EIR addendum](#)

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### History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/25/2019 3:20 PM	County Administrative Office	Yes
10/29/2019 4:48 PM	County Counsel	Yes
10/31/2019 9:18 AM	Finance	Yes

# Mono County Community Development Department

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760.924.1800, fax 924.1801  
commdev@mono.ca.gov

PO Box 8  
Bridgeport, CA 93517  
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[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

November 5, 2019

**TO:** Honorable Board of Supervisors

**FROM:** Bentley Regehr – Planning Analyst

**RE:** General Plan Amendment 19-03 (GPA 19-03) to adopt the Mono County Housing Element for 2019-2027

## **RECOMMENDATION**

1. Conduct a public hearing on GPA 19-03, receive any additional public comments, deliberate the project, and make any desired modifications.
2. Following the public hearing and project deliberations, approve Resolution 19-\_\_ making the required findings, certifying the Addendum, and adopting General Plan Amendment 19-03.
3. Provide any additional direction to staff.

## **FISCAL IMPACT**

No impact at this time.

## **ENVIRONMENTAL ANALYSIS**

An addendum (Attachment 5) to the Mono County 2015 General Plan Final Environmental Impact Report (EIR) was prepared for this project under CEQA §15164(a), which states an addendum to a previously certified EIR may be prepared if some changes or additions are necessary but none of the conditions described in §155162 calling for the preparation of a subsequent EIR have occurred. The addendum analyzes whether any of the conditions calling for a subsequent EIR have occurred and concludes they have not.

## **BACKGROUND**

The updated Housing Element was recommended for approval at the July 30, 2019, Planning Commission meeting and was approved by the Board on August 13, 2019. The Housing Element was then submitted to the state Housing and Community Development (HCD) Department for a compliance review. HCD required additional modifications, and therefore a revised Housing Element is being brought back to the Board for subsequent approval. The Planning Commission recommended approval of the Housing Element modification and GPA 19-03 at the October 17, 2019, meeting. Mono County must be deemed in compliance by December 13, 2019, in order to retain the eight-year cycle.

The Housing Element is a required element of the General Plan and provides an analysis of the county's housing needs for all income levels and strategies to meet those needs. Unlike the other mandatory elements of the General Plan, the Housing Element is subject to detailed statutory requirements regarding its content and must be updated on a scheduled basis. The most recent cycle was five years, with the last update occurring in 2014. Mono County is now on an eight-year

cycle that corresponds with the Regional Transportation Plan updates, meaning the newest iteration applies until 2027.

The Housing Element was created through extensive outreach, including 22 meetings with the various Regional Planning Advisory Committees (RPACs) across the county, four workshops with the Planning Commission, and three workshops with the Board. The California Department of Housing and Community Development (HCD) has also reviewed and approved the version linked at the end of this staff report. A timeline of key events is provided below:

October 27, 2017	Needs Assessment completed by BBC
Spring 2018	Creation of programs toolbox at RPACs
September 17, 2018	Workshop with Board of Supervisors to prioritize programs
February 2019	First draft presented to RPACs
February 21, 2019	First draft presented to Planning Commission for feedback Public comment period initiated (30 days)
March 12, 2019	First draft presented to Board of Supervisors for feedback
March 20, 2019	First draft submitted to HCD
May 30, 2019	Feedback received from HCD
June 12, 2019	Second submittal to HCD
July 1, 2019	Feedback on second submittal from HCD
July 30, 2019	Final draft recommended by Planning Commission
August 13, 2019	Final draft presented for adoption by Board of Supervisors
October 17, 2019	Final draft with HCD edits recommended for re-adoption by Planning Commission
November 5, 2019	Final draft with HCD edits presented for re-adoption by Board of Supervisors

## NOTICING

The item was noticed in the October 24 issue of the Mammoth Times and the October 26 issue of The Sheet (Attachment 1). Tribal noticing providing updates on the proposed edits was sent September 30 via mail (Attachment 2). The tribes we originally notified upon release of the Housing Element draft on February 4, 2019, and had a 90-day period to request consultation. No consultation requests were received.

## DISCUSSION

HCD approved the adopted Housing Element with a minor modification to Program 1.8 and the addition of Program 4.9:

- 1.6 Monitor the requirement for complexes with ~~more than~~ four units to be approved through a conditional use permit and if it is a constraint on development. Complexes with up to three units are currently a permitted use by-right in multi-family land use designations.**

Related Programs from 2014 Housing Element Update: None

Objective: Address constraints to meeting the County's housing needs.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Evaluate by 2023. mitigate constraints within 24 months of evaluation.

**4.9 Adopt a reasonable accommodation procedure that provides persons with disabilities exception in land use and zoning laws. The process will not require a CUP or variance and will not be limited to accessibility improvements. The process and procedures will be posted on the County's website and materials made available at all public counters.**

Related Programs from 2014 Housing Element Update: None

Objective: Promote housing opportunities for all persons.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Adopt a procedure by December 31, 2020; Post materials on website by April 1, 2021

A copy of the complete revised Housing Element may be viewed at:  
<https://monocounty.ca.gov/planning/page/2019-housing-element-update>.

This staff report has been reviewed by the Community Development Director.

**ATTACHMENTS**

1. Resolution 19-\_\_ Adopting General Plan Amendment 19-03
2. Public Hearing Notice
3. Tribal notice
4. HCD approval letter
5. Addendum for GPA 19-03



# MONO COUNTY PLANNING COMMISSION

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

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

October 24, 2019

To: Mammoth Times

From: CD Ritter

Re: Legal Notice for **October 24** edition

Invoice: Cara Isaac, PO Box 347, Mammoth Lakes, CA 93546

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## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Supervisors will conduct a public hearing on **November 5, 2019**, in the Board of Supervisors Chambers, Mono County Courthouse, Bridgeport, CA, to consider the following: **9:30 a.m. GENERAL PLAN AMENDMENT 19-03/Housing Element Update**. The Housing Element is a required element of the General Plan and provides an analysis of the county's housing needs for all income levels and strategies to meet those needs. It is subject to detailed statutory requirements regarding content and must be updated on an eight-year cycle, meaning the proposed element would apply until 2027. The Housing Element contains three sections: 1) Goals and Policies, which identifies programs that promote the production of housing; 2) Technical Appendix, which provides background information, including demographics and a detailed site inventory; and 3) Progress Report providing updates on programs from the prior Housing Element. The Housing Element Update was originally approved by the Board of Supervisors as part of GPA 19-02 at the August 13, 2019, meeting. The California Department of Housing and Community Development (HCD) has since provided feedback that required corrections and a re-adoption of the Housing Element. These corrections include the monitoring of four unit complexes to determine if permitting procedures are a constraint on housing production and the addition of a program aimed at creating written procedures for providing reasonable accommodation for persons with disabilities. The Planning Commission recommended approval of the Housing Element Update on October 17, 2019. Project materials are available for public review at the Community Development Department offices in Bridgeport and Mammoth Lakes. For more information call 760.924.1800. INTERESTED PERSONS may appear before the Planning Commission to present testimony or, prior to or at the hearing, file written correspondence with: Secretary to the Planning Commission, PO Box 347, Mammoth Lakes, CA 93546. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing.

###

# Mono County Community Development Department

PO Box 347  
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[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

September 30, 2019

Mono Lake Indian Community  
Charlotte Lange  
PO Box 237  
Lee Vining, CA 93541

**RE: NATIVE AMERICAN TRIBAL CONSULTATION FOR MONO COUNTY MINOR ANNUAL GENERAL PLAN UPDATE**

Dear Ms. Lange:

On February 4, 2019, Mono County sent a notice under Senate Bill 18 (SB 18) regarding the adoption of the Housing Element as an amendment to the General Plan. State planning law and Senate Bill 18 (SB 18) requires cities and counties to provide a 90-day consultation notice to California Native American tribes prior to amending or adopting any general plan or specific plan or designating land as open space. No requests for consultation were received, and the Housing Element was adopted by the Mono County Board of Supervisors on August 13, 2019.

The California Department of Housing and Community Development (HCD) subsequently required two minor changes to the Housing Element, which requires re-adoption by the Mono County Board of Supervisors. The project is substantially the same as the previously noticed project, and is being considered for re-adoption at the November 5, 2019, Board of Supervisors meeting.

Changes required by HCD include a minor modification to Program 1.8 and the addition of Program 4.9:

**1.6 Monitor the requirement for complexes with ~~more than~~ four units to be approved through a conditional use permit and if it is a constraint on development. Complexes with up to three units are currently a permitted use by-right in multi-family land use designations.**

Related Programs from 2014 Housing Element Update: None

Objective: Address constraints to meeting the County's housing needs.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Evaluate by 2023. mitigate constraints within 24 months of evaluation.

**4.9 Adopt a reasonable accommodation procedure that provides persons with disabilities exception in land use and zoning laws. The process will not require a CUP or variance and will not be limited to accessibility improvements. The process and procedures will be posted on the County's website and materials made available at all public counters.**

Related Programs from 2014 Housing Element Update: None

Objective: Promote housing opportunities for all persons.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Adopt a procedure by December 31, 2020; Post materials on website by April 1, 2021

To respond or provide comment, please contact Bentley Regehr, Mono County Community Development Department, at 760.924.4602 or bregehr@mono.ca.gov. A full copy of the approved Housing Element can be provided upon request.

Sincerely,

Bentley Regehr  
Planning Analyst



**RESOLUTION NO. R19-\_\_**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
ADOPTING GENERAL PLAN AMENDMENT 19-03: 2019 HOUSING ELEMENT  
UPDATE**

**WHEREAS**, Mono County completed a Housing Needs Assessment in the fall of 2017; and

**WHEREAS**, Mono County conducted 22 meetings with Regional Planning Advisory Committees to review the housing needs assessment, develop a housing program toolbox, and review the Housing Element update; and

**WHEREAS**, Mono County conducted nine meetings with the Planning Commission and Board of Supervisors to review the housing needs assessment, develop a housing program toolbox, and review the Housing Element update; and

**WHEREAS**, Mono County has a currently adopted a comprehensive Housing Element consistent with state law; and

**WHEREAS**, in accordance with state law, an update to the Housing Element has been prepared with approval from the State Department of Housing and Community Development; and

**WHEREAS**, in accordance with the California Environmental Quality Act and CEQA Guidelines Section 15164, a 2019 Addendum to the final Environmental Impact Report for the 2015 Regional Transportation Plan, General Plan, Countywide Integrated Waste Management Plan, and Noise Ordinance Updates, and Repeal of the Conway Ranch Specific Plan, certified December 8, 2015, has been prepared; and

**WHEREAS**, an Addendum to the 2015 Regional Transportation Plan (RTP)/General Plan Update Environmental Impact Report was prepared; and

**WHEREAS**, in accordance with state law and the Mono County General Plan, the update has been reviewed by the Mono County Planning Commission at a duly noticed and advertised public hearing on October 17, 2019, and the Commission recommended the Board of Supervisors adopt the amendment and certify the Addendum; and

**WHEREAS**, having reviewed and considered all the information and evidence presented to it, including public testimony, written comments, staff reports and presentations, and the

1 recommendation of the Planning Commission, the Board of Supervisors now makes the required  
2 findings and adopts GPA 19-03 amending language in the General Plan Land Use Element and  
3 replacing the Housing Element in its entirety.

4  
5 **NOW, THEREFORE, BE IT RESOLVED** that the Mono County Board of Supervisors  
6 hereby finds and resolves as follows:

7 **SECTION ONE:** The Board of Supervisors certifies the Addendum for GPA 19-03: 2019  
8 Housing Element Update.

9 **SECTION TWO:** The Board of Supervisors finds that the General Plan Amendment,  
10 including all text changes to the Land Use Element and Housing Element of the Mono  
11 County General Plan, which are attached hereto as Exhibit A and incorporated herein by  
12 reference, is consistent with the General Plan and any applicable area plans, is reasonable  
13 and beneficial at this time, and will not have a substantial adverse effect on surrounding  
properties.

14 **APPROVED AND ADOPTED** this 5<sup>th</sup> day of November 2019, by the following vote:

- 15 **AYES:**
- 16 **NOES:**
- 17 **ABSENT:**
- 18 **ABSTAIN:**

22 \_\_\_\_\_  
John Peters, Chair

24 **ATTEST:**

**APPROVED AS TO FORM:**

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

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

## **Exhibit A: 2019 Mono County General Plan Housing Element Update**

A copy of the complete revised Housing Element may be viewed at:

<https://monocounty.ca.gov/planning/page/2019-housing-element-update>

The revised Housing Element shall also be attached to the final file copy of the Resolution.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



September 20, 2019

Steve Barwick, County Administrator  
County of Mono  
P.O Box 696  
Bridgeport, CA 93517

Dear Steve Barwick:

**RE: Mono County's 6<sup>th</sup> Cycle (2019-2027) Adopted with Draft Revisions Housing Element**

Thank you for submitting Mono County's Housing Element adopted August 13, 2019 and received for review on August 29, 2019 along with draft element revisions on September 20, 2019. In addition, the California Department of Housing and Community Development (HCD) received Resolution No. R-19-58 documenting emergency shelters are allowed without discretionary action in the Public and Quasi-Public Facilities (PF) zoning district. Pursuant to Government Code section 65585, subdivision (h), HCD is reporting the results of its review.

HCD is pleased to find the adopted Housing Element with draft revisions meets the statutory requirements of state Housing Element law (Article 10.6 of the Government Code). The adopted element and revisions address the statutory requirements described in HCD's June 25, 2019 review. The Housing Element will comply with state Housing Element law (Article 10.6 of the Government Code) when the draft revisions are adopted into the existing adopted element and submitted to and approved by HCD, in accordance with Gov. Code section 65585.

Public participation in the development, adoption and implementation of the Housing Element is essential to effective housing planning. Throughout the Housing Element process, the county must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate.

Several federal, state, and regional funding programs consider Housing Element compliance as an eligibility or ranking criteria. For example, CalTrans Senate Bill (SB) 1 Sustainable Communities grants; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities program; and the SB 2 Planning grant as well as ongoing SB 2 funding consider Housing Element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With Housing

Element compliance, Mono County will meet the Housing Element requirements for these funding sources.

For your information, some general plan element updates are triggered by Housing Element adoption. For example, a jurisdiction must address environmental justice in its general plan by the adoption of an environmental justice element, or by the integration of environmental justice goals, policies, and objectives into other general plan elements upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018. (Gov. Code, § 65302, subd. (h).) In addition, the safety and conservation elements of the general plan must include analysis and policies regarding fire and flood hazard management and be revised upon each Housing Element revision. (Gov. Code, § 65302, subd. (g).) Also, the land-use element must identify and analyze disadvantaged communities (unincorporated island or fringe communities within spheres of influence areas or isolated long-established legacy communities) on, or before, the Housing Element's adoption due date. (Gov. Code, § 65302.10, subd. (b).) HCD reminds the County of Mono to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: [http://opr.ca.gov/docs/OPR\\_Appendix\\_C\\_final.pdf](http://opr.ca.gov/docs/OPR_Appendix_C_final.pdf) and [http://opr.ca.gov/docs/Final\\_6.26.15.pdf](http://opr.ca.gov/docs/Final_6.26.15.pdf).

HCD appreciates the dedication and cooperation Wendy Sugimura, Community Development Director and Bentley Regehr, Planning Analyst, provided throughout the course of the Housing Element review. If HCD can provide assistance in implementing the Housing Element, please contact John Buettner, of our staff, at (916) 263-1500.

Sincerely,

A handwritten signature in black ink that reads "Shannan West". The signature is written in a cursive, flowing style.

Shannan West  
Land Use & Planning Manager



# **2019 Mono County Housing Element Update**

## **Environmental Impact Report (EIR) Addendum**

**October 2019**

**Mono County Community Development Department**



## I. INTRODUCTION

The proposed project is General Plan Amendment (GPA) 19-03, adoption of an update for the Mono County Housing Element. An addendum to the Mono County General Plan Final Environmental Impact Report (SCH# 2014061029) is proposed for this project as allowed by Section 15164 (a) of the CEQA Guidelines:

- "(a) The Lead Agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."

Section 15164 (a) of the CEQA Guidelines allows a lead agency to prepare an addendum to an EIR if only minor technical changes or additions are necessary or none of the conditions in Section 15162 calling for the preparation of a subsequent EIR have occurred. Section 15162 of the CEQA Guidelines require the preparation of a subsequent EIR for a project when an EIR has been certified for that project when the lead agency determines, on the basis of substantial evidence in the record, that one or more of the following has occurred:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
  - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
  - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
  - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

## **II. PROJECT DESCRIPTION**

GPA 19-03 is the required update of the Mono County Housing Element. California State Housing Element law requires local governments to adequately plan to meet their existing and projected housing needs including their share of the regional housing need and requires the Housing Element to be updated on a scheduled basis. The most recent cycle was five years, with the last update occurring in 2014. Mono County is now on an eight-year cycle that corresponds with the Regional Transportation Plan updates, meaning the updated document applies until 2027. The Housing Element contains policies and programs to provide opportunities for housing development for all income groups, without unreasonable constraints on that development.

The current update involves a comprehensive menu of policies targeted at improving housing, a revision of demographic and economic information, an analysis of current housing needs for various special populations, an update of resources and constraints to the development of housing in Mono County, and a discussion of the progress made in implementing programs in the element since the last update in 2014. The update reflects approved edits from the California Department of Housing and Community Development (HCD).

## **III. DECISION NOT TO PREPARE A SUBSEQUENT EIR**

The CEQA Guidelines require the preparation of a subsequent EIR if one or more of several conditions are met; an addendum is required if none of the conditions requiring a subsequent EIR has occurred but minor changes are necessary to the original EIR. The decision not to prepare a subsequent EIR for the adoption of the Mono County Housing Element Update was based on an analysis of the conditions requiring a subsequent EIR and the determination that none of those conditions applied to this project, i.e.:

- (1) There are no substantial changes to the programs in the Housing Element that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

*The policies and programs in the 2019 Update of the Mono County Housing Element do not impose any new significant environmental effects or increase the severity of identified effects. In addition, individual projects identified within the Housing Element will be covered by a project-level CEQA document at the time commitment is made to implement the project.*

- (2) There are no substantial changes with respect to the circumstances under which the project is undertaken that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

*No revisions to the EIR are required, since the updated policies and programs and changes to the land use designations do not create or increase any environmental effects.*

(3) There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified, that shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR;  
or

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR; or

*As discussed previously, the proposed update does not involve changes in the housing policies or programs that would create any new environmental impacts or increase severity. Updated information and analysis related to available sites and development practices did not uncover any new significant impacts.*

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

*The update does not involve changes for many of the Housing Element's policies and programs and, for those that do involve change, the proposed changes are minor. None of the mitigation measures or alternatives previously found to not be feasible have been found to be feasible now.*

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

*There are no mitigation measures or alternatives associated with the updated policies and programs beyond those analyzed in the EIR that would substantially reduce impacts and, as discussed previously, no new impacts have been identified.*

#### **IV. CONCLUSION**

Based on the considerations and analyses presented above, and based on the provisions contained in CEQA §15164[a]) as presented in its entirety in this Addendum, it is concluded that none of the conditions calling for preparation of a subsequent EIR have occurred. The County of Mono, acting as Lead Agency, has therefore determined that an Addendum to the adopted 2015 Mono County General Plan EIR is the appropriate CEQA document for the proposed General Plan Amendment 19-02.

CEQA §15164(c-e) states that “an Addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration. The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project. A brief explanation of the decision not to prepare a

*subsequent EIR pursuant to §15162 shall be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.”*



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**Departments: Economic Development**

**TIME REQUIRED** 45 minutes

**PERSONS APPEARING BEFORE THE BOARD** Nichole Farley, Civitas

**SUBJECT** Tourism Business Improvement District (TBID) Workshop

**AGENDA DESCRIPTION:**

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

Presentation by Nichole Farley, Director of Business Development and Client Engagement with Civitas regarding the Tourism Business Improvement District program and parameters.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None at this time. Ms. Farley will provide information regarding fees/set-up costs to form a TBID program.

**CONTACT NAME:** Alicia Vennos

**PHONE/EMAIL:** 760-709-1149 / [avennos@mono.ca.gov](mailto:avennos@mono.ca.gov)

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">PowerPoint Presentation</a>

**History**

Time	Who	Approval
10/31/2019 9:57 AM	County Administrative Office	Yes
10/30/2019 4:37 PM	County Counsel	Yes

10/31/2019 8:25 AM

Finance

Yes





P.O. BOX 603 ▲ 452 OLD MAMMOTH ROAD #306 ▲ MAMMOTH LAKES, CA 93546 ▲ 800-845-7933 ▲ WWW.MONOCOUNTY.ORG

## STAFF REPORT

### Mono County Board of Supervisors Regular Meeting – November 5, 2019

**SUBJECT:** Tourism Business Improvement District (TBID) workshop, presented by Nichole Farley, Director of Business Development and Client Engagement with Civitas.

**RECOMMENDATION:** Receive the information-only presentation from Civitas; discuss recommended next steps and provide direction to staff.

**BACKGROUND:** During the FY19-20 strategic planning and budgeting process, the Board of Supervisors requested an opportunity to learn more about the funding mechanism, structure, advantages, challenges, and costs of a TBID program for the unincorporated county. Civitas specializes in TBIDs (also known as Tourism Improvement Districts/TIDs) and has assisted most of the 100 jurisdictions in California to form their TBID/TID programs, including the Town of Mammoth Lakes and the City of Bishop.

More information about Civitas and TBID programs can be found at:  
[www.CivitasAdvisors.com/Services/Tourism-Districts/](http://www.CivitasAdvisors.com/Services/Tourism-Districts/).

As well, the Civitas presentation is attached.

**FISCAL IMPACT:** None at this time. Ms. Farley will provide information about the fees/set-up costs to form a TBID program.

W E L C O M E

# Empowering Mono County with a Tourism Improvement District

○ ○ ○

Mono County Board of Supervisors  
November 5, 2019

# The Vital Role of Destination Promotion



1

The primary motivator of a trip is usually the experience of a destination

2

Effective marketing requires scale to reach potential visitors



1

Destination promotion to articulate the brand message that is consistent with consumer motivations

2

Destination promotion to pool sustained resources to generate impact

”



“I truly believe that travel and tourism is the front door of economic development.”

*-Roger Dow,  
President & CEO, U.S. Travel  
September 12, 2019*

# Special Assessment Districts



- ✓ Business Improvement Districts - 2000
- ✓ Tourism Improvement Districts - 177
- ✓ Restaurant Improvement Districts - 5
- ✓ Infrastructure Districts - 3
- ✓ Transportation Districts - 3
  
- ✓ Wine Marketing Districts (4 Underway)
- ✓ Beer Marketing Districts
- ✓ Economic Development Districts



# Keep Your Existing Funding



- ✓ Almost every jurisdiction that has desired to retain baseline funding has done so.
- ✓ TIDs have led to widespread significant budget increases.
- ✓ TIDs have help maintain and increased TOT revenue into jurisdictions Statewide



# Tourism Improvement Districts



Hotel pays an  
assessment



Collected by the  
local government



And managed by  
the DMO

- Level playing field—no free riders
  - Transparency
  - Reliability
- Pass-through to guests more compelling

# Evolution of Destination Marketing Funding: **From Bed Tax to TID**



## Bed Tax

- No defined term
- Government managed and imposed
- No requirement of benefitting the paying businesses



## TID

- Specific term and plan
- Hotel managed and approved
- Legal accountability to the district plan
- Based on benefit to tourism businesses
- TID funds cannot be diverted



# National District Statistics



**177 TIDs**

Most Recent: Baltimore, MD  
(October 2019)

**56%**  
Gross  
Revenue %



**44%**  
Fixed \$  
Amount

## AMOUNT RAISED

Low	\$10,000
Median	\$740,000
High	\$41,000,000
Total	\$419,747,699

**16** STATES

# Prop 26 & TID Specific Benefit

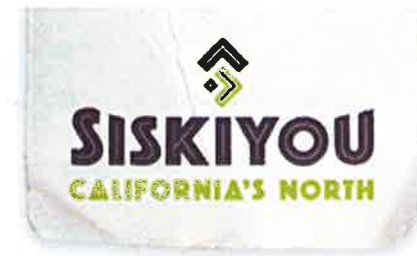


TIDs provide services directly to assessed businesses which are not provided to those not paying. These services could constitute a "specific benefit to the payor that is not provided to those not charged."

# Potential TID Programs & Services



- Sales and marketing efforts
  - Shoulder season promotions
- Destination product development
  - Include fishing stock programs
- Visitor services enhancements
- Membership fees to organizations which provide a specific benefit to assessed businesses
- Grants created to provide a specific benefit to assessed businesses
- Jurisdiction collection fees
- Administration costs
  - Including contingency/renewal funds



The Siskiyou County Tourism Improvement District began on July 1, 2015. In its first term (ending on June 30, 2020), the district has generated close to \$2.5 million for marketing and promotional activities. In August 2019, STR reported an increase in Occupancy and ADR over last year.

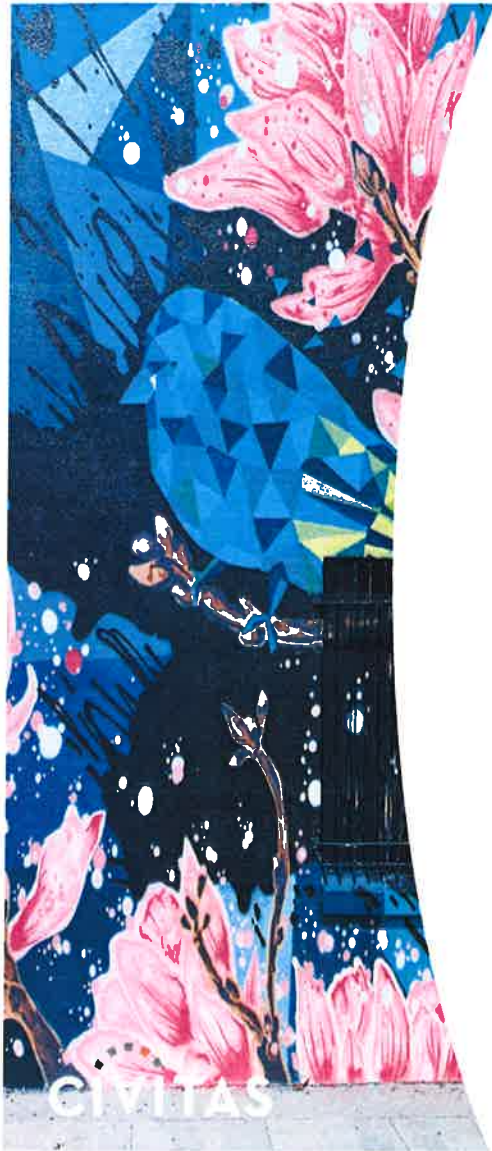
- Annual Budget is about \$500,000
- Assessment Rate is 2% gross short-term room rental revenue



The Butte County Tourism Business Improvement District began on November 1, 2015 in the communities of Chico, Oroville, Paradise, Biggs, and the unincorporated area of Butte County.

- Annual Budget is about \$800,000
- Assessment Rate is 2% gross short-term room rental revenue





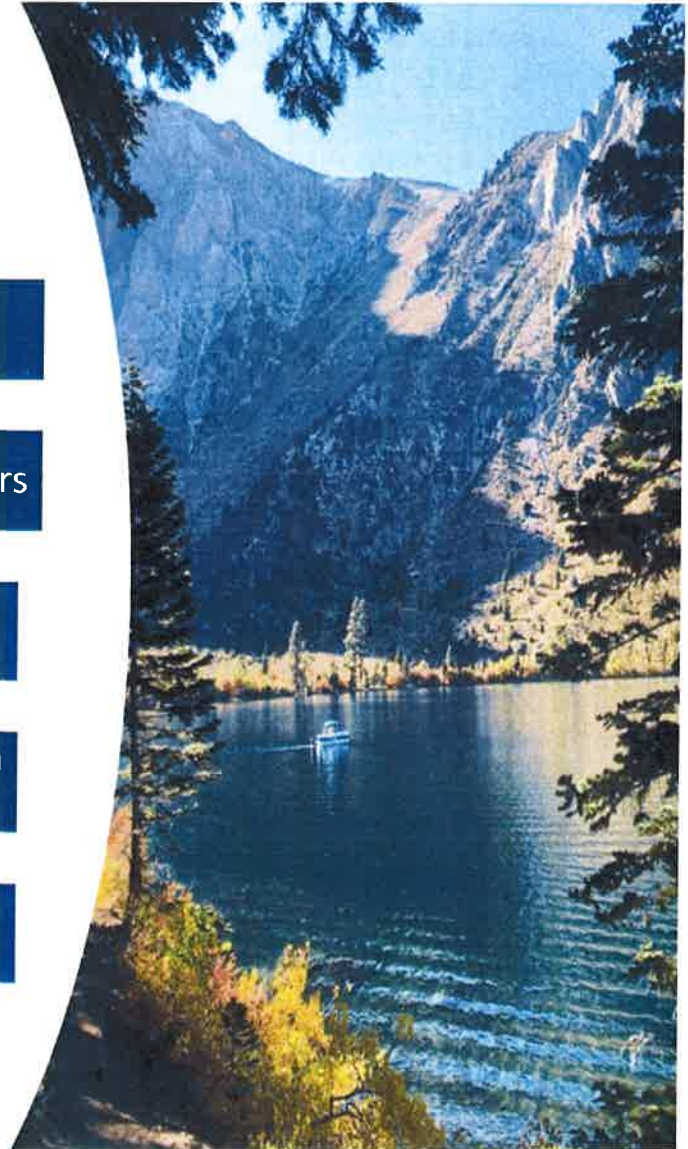
## VISIT BURBANK

The Burbank TBID has a non-profit ownership association that contracts programs and services with the City of Burbank. City Staff manage the district and report back to the TBIDs ownership association Board of Directors.

The City of Elk Grove will be the first government agency that we specifically name as the governing entity of TBID assessment funding. This TBID is expected to pass Spring 2020.



# Steps to Formation





# CIVITAS

PARTNERSHIPS • PROGRESS • PROSPERITY





- ✓ Generated \$1.7 Billion for clients globally.
- ✓ Completed over 125 BID & TMD formation projects throughout the world.
- ✓ Drafted BID/TMD legislation in 15 states.
- ✓ Passionate about raising stable, dependable **funding** for DMOs.



A photograph of a white alpaca with a spiky, upright mane, looking towards the left. The alpaca is in a fenced-in area with a wooden fence in the foreground and a grassy field with trees in the background. The sky is overcast.

## Discussion

Contact:

Nichole Farley

[nfarley@civitasadvisors.com](mailto:nfarley@civitasadvisors.com)

916.436.5043



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**Departments: District Attorney**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Tim Kendall, District Attorney

**SUBJECT** Employment Agreement with Sarah  
Gillespie

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### AGENDA DESCRIPTION:

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

Employment agreement with Sarah Gillespie for the position of Operations and Programming Supervisor.

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### RECOMMENDED ACTION:

Approve Resolution R19-\_\_\_, Approving an employment agreement with Sarah Gillespie for the position of Mono County Operations and Programming Supervisor.

---

### FISCAL IMPACT:

The proposed salary is \$79,169. If filled, the remaining FY 2019-2020 is \$59,378 which \$50,378 is funded by the Victim/Witness Grant and \$9,000 to be funded by the District Attorney's CalMet Budget. Additional PER's contribution is \$7,512 per year. Remaining FY 2019-2020 PER's increase of \$5,634 will be funded by the District Attorney's CalMet Budget. There is no General Fund Impact.

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**CONTACT NAME:** Elizabeth Pelichowski

**PHONE/EMAIL:** 7609325550 / epelichowski@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

- [Staff Report for Operations/Programming Supervisor](#)
- [Resolution for Operations/Programming Supervisor](#)
- [At-Will Agreement \(rev'd ss\)](#)

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/21/2019 3:48 PM	County Administrative Office	Yes
10/22/2019 3:01 PM	County Counsel	Yes
10/31/2019 9:09 AM	Finance	Yes

# County of Mono Office of the District Attorney

[www.monocountydistrictattorney.org](http://www.monocountydistrictattorney.org)

**Bridgeport Office:**  
Main St. Court House, P.O. Box 617  
Bridgeport, CA. 93517  
Tel:(760)932-5550 fax: (760)932-5551



**Mammoth Office:**  
Sierra Center Mall, P.O. Box 2053  
Mammoth Lakes, CA. 93546  
Tel:(760)924-1710 fax: (760)924-1711

**Tim Kendall - District Attorney**

TO: Honorable Board of Supervisors  
FROM: Tim Kendall, District Attorney  
DATE: October 22, 2019

## **Subject**

At-Will Contract with Sarah Gillespie for the position of Operations and Programming Supervisor.

## **Recommendation**

Approval of said Contract with Sarah Gillespie.

## **Discussion**

The District Attorney wishes to fill the position of **Operations and Programming Supervisor** within the Office of the District Attorney.

Currently, the Administrative Services Specialist position in the Mammoth Lakes Branch includes responsibilities of an Administrative Services Specialist position as well as serving as the Victim/Witness Coordinator. As part of the Administrative Services Specialist position in the Mammoth Lakes branch, the current position helps handle and assists the District Attorney in the operation of the District Attorney's Office. In fact, this position has been assigned many day-to-day functions that would normally be handled by the District Attorney however, given time and other responsibilities they cannot be effectively handled by the District Attorney. In essence, this position is running the day-to-day operation of a law office. The position also handles tasks that would normally be assigned to a paralegal such as legal research, drafting of pleadings and serving as the court liaison for the office and oversees the District Attorney's Pre-Filing Diversion Program. The District Attorney's Victim/Witness Program Grant currently pays 100% of the salary and benefits for this position, even though these responsibilities, are not Victim/Witness related.

However, the Office of the District Attorney also uses the Administrator Services Specialist position to also serve as the District Attorney's Victim/Witness Coordinator. The Victim/Witness program is a constitutionally mandated program for every District Attorney's Office throughout the state. This program has expanded greatly in both scope and responsibility and funding since it was first created over 30 years ago. For the first 20 years it was manageable with one person given the limited office responsibilities and limited mandates under the

Victim/Witness Program Grant. Over the last 10 years it has become increasingly more difficult to manage and a part-time Victim Advocate was hired to assist. However, within the last several years, changes due to realignment as well as changes in the Victim/Witness Program have drastically changed how victims of crime are handled and the services provided through the program.

In the last 3 years, the program has expanded from one full-time Victim/Witness position to 2 full-time, 2 part-time, and 1 assigned full time investigator. Victim's services have gone from an average of 87 services per year to an average of 436 per year. It is now required by law for the Victim/Witness Coordinator to have forensic expertise and certification in order to handle certain victims. Because of the forensic expertise, the Victim/Witness Coordinator is also required to participate on the Adult and Child Sexual Assault Task Force and the Domestic Violence Unit. The coordinator also serves as the Restitution Court Coordinator which was created two years ago. These programs and forensic certifications were not required and did not exist several years ago. This position is now managing a Programming Division of the District Attorney's Office.

As described above, the current duties and responsibilities of the Administrative Services Specialist in the District Attorney's Office is not just that of an Administrative Services Specialist nor is it just of a Victim/Witness Coordinator. There are portions of each of those position however, the duties have expanded by changes in the law, by need and by expertise and with that there is now tremendous responsibility and duties that is attached. The new position of Operations and Programming Supervisor will join these duties under one job title and better reflect the position. In all other counties these two duties are handled by separate positions.

With the creation of the Operations and Programming Supervisor by the Mono County Board of Supervisor's on October 8, 2019 and with the agreement from Mrs. Gillespie, it is the intent of the District Attorney to promote Mrs. Gillespie into this newly created position.

Mrs. Gillespie has filled the current position of Administrative Services Specialist and Victim/Witness Coordinator for the last 3 years and has been instrumental during these changes. She has become a certified counselor for both Domestic Violence and Sexual Assault victims which is now required by statute as the Victim/Witness Coordinator. She is required to be on-call 24/7 and responds to support victims and allied agencies and is certified to conduct forensic interviewing of adult and child sexual assault victims. She runs our Witness Relocation Program and the County's Mass Casualty Program for victims, as well as coordinates and conducts numerous trainings regarding victim issues for allied departments. She runs our Pre-Filing Diversion Program and is our Restitution Court Coordinator. She also has supervisory duties attached to both the Administrative Services Specialist position as well as the Victim/Witness Coordinator position.

### **Fiscal Impact**

The proposed salary is \$79,169. If filled, the remaining FY 2019-2020 is \$59,378 which \$50,378 is funded by the Victim/Witness Grant and \$9,000 to be funded by the District Attorney's CalMet Budget. Additional PER's contribution is \$7,512 per year. Remaining FY 2019-2020 PER's increase of \$5,634 will be funded by the District Attorney's CalMet Budget. There is no General Fund Impact.



R19-\_\_

**RESOLUTION NO. R19-  
A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPROVING AN EMPLOYMENT AGREEMENT WITH SARAH GILLESPIE  
FOR THE POSITION OF MONO COUNTY  
OPERATIONS AND PROGRAMMING SUPERVISOR**

**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; and

**WHEREAS**, on November 5, 2019 the Board of Supervisors entered into an agreement with Sarah Gillespie prescribing the compensation, appointment and conditions of Mrs. Gillespie’s employment with the County (the “Agreement”); and

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the Employment Agreement of Sarah Gillespie, 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 Mrs. Gillespie. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote, to wit:

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

\_\_\_\_\_  
John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

## **Agreement Re Employment Of Sarah Gillespie**

This Agreement is entered into this 5th day of November 2019, by and between Sarah Gillespie and the County of Mono.

### **I. RECITALS**

The County currently employs Mrs. Gillespie as an Administrative Services Specialist with the Mono County District Attorney's Office. Effective November 5, 2019, the County wishes to instead employ Mrs. Gillespie as an Operations and Programming Supervisor with the Mono County District Attorney's Office on a full-time basis on the terms and conditions set forth in this Agreement. Mrs. Gillespie wishes to accept continued employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be November 5, 2019, until November 5, 2022, unless earlier terminated by either party in accordance with this Agreement or until such time as County implements new form agreements for its at-will employees, at which time such new agreement as to Mrs. Gillespie will automatically supersede and replace this Agreement. If this agreement remains in effect, the County shall notify Mrs. Gillespie in writing no later than May 5, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mrs. Gillespie 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 Mrs. Gillespie 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 Mrs. Gillespie as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing November 5, 2019, Mrs. Gillespie shall be employed by Mono County as an Operations and Programming Supervisor, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. Mrs. Gillespie accepts such continued employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to Mrs. Gillespie's employment.
3. Effective November 5, 2019, Mrs. Gillespie's salary shall be \$6,598 per month (pro-rated for the month of November 2019 based on the start date). The Board



may unilaterally increase Mrs. Gillespie's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with the Mono County Public Employee's Association (MCPE), this Agreement will be reopened for discussion and potential re-negotiation with respect to Mrs. Gillespie's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mrs. Gillespie 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 Mrs. Gillespie'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. Mrs. Gillespie's shall earn and accrue vacation and sick leave in accordance with the County's Management Benefit's 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. Mrs. Gillespie 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.
5. To the extent deemed appropriate by the District Attorney, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mrs. Gillespie's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mrs. Gillespie 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% at 62 for Mrs. Gillespie), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R14-54 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mrs. Gillespie understands and agrees that this receipt of compensation or

benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Mrs. Gillespie 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 Mrs. Gillespie'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 Mrs. Gillespie's employment, the District Attorney may terminate Mrs. Gillespie's employment at any time during this agreement, without cause. However, should there be a change in the incumbent holding the office of District Attorney, Mrs. Gillespie's employment shall continue for six (6) months following such change (i.e., following the date when the new District Attorney takes office), unless termination for grounds as specified in Section 2.68.230(B) of the County Code or any successor Code provision, as the same may be amended from time to time, is determined by the County Administrative Officer under advice of County Counsel, subject to review with the Board of Supervisors in closed session. In either event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mrs. Gillespie 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 District Attorney may, in his discretion, take during Mrs. Gillespie's employment. Mrs. Gillespie further understands that any termination of her at-will employment under this Agreement will not entitle her to resume her former County employment or to be placed in any other County employment.
9. In the event that such a termination without cause occurs after November 5, 2020 (i.e., after the first twelve months of employment), Mrs. Gillespie shall receive as severance pay a lump sum equal to three months' salary. In the

event that such a termination without cause occurs after November 5, 2021 (i.e., after the first twenty-four months of employment), Mrs Gillespie 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, Mrs. Gillespie 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, Mrs. Gillespie shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mrs. Gillespie that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mrs. Gillespie shall not be entitled to any severance pay in the event that the District Attorney 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. Mrs. Gillespie 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. Mrs. Gillespie 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. Mrs. Gillespie 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 Mrs. Gillespie. Consistent with Mrs. Gillespie's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mrs. Gillespie 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 Mrs. Gillespie'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 Mrs. Gillespie'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 Mrs. Gillespie's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

14. Mrs. Gillespie acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Mrs. Gillespie 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 November 5, 2019.

**EMPLOYEE**

**THE COUNTY OF MONO**

\_\_\_\_\_  
By: Sarah Gillespie

\_\_\_\_\_  
By: John Peters,  
Chair, Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
STACEY SIMON  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**Departments: Public Works**

**TIME REQUIRED** 5 minutes

**SUBJECT** Employment Agreement with Kevin Julian

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Tony Dublino, Director of Public Works

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### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Kevin Julian as Road Operations Superintendent, and prescribing the compensation, appointment and conditions of said employment.

---

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R19-\_\_\_, Approving a contract with Kevin Julian as Road Operations Superintendent, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

---

### FISCAL IMPACT:

Total Cost of position for remainder of FY 19/20 is \$101,021, of which \$66,696 is salary and \$34,325 is benefits. Total cost for a full year is \$151,501 of which \$100,044 is salary and \$51,457 is benefits. The position has been budgeted in the 19/20 Fiscal Year, although at a lower annual salary of \$83,044. The position has been vacant for 4 months, which will make up the difference.

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**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5459 / tdublino@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

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<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Employment Agreement with Kevin Julian</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/29/2019 2:17 PM	County Administrative Office	Yes
10/31/2019 10:22 AM	County Counsel	Yes
10/31/2019 9:16 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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**Date:** November 5<sup>th</sup>, 2019  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Director of Public Works  
**Subject:** Employment Agreement with Kevin Julian as Road Operations Superintendent

**Recommended Action:**

Announce Fiscal Impact. Approve Resolution #R\_\_\_\_\_, approving a contract with Kevin Julian as Road Operations Superintendent, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Total Cost of position for remainder of FY 19/20 is \$101,021, of which \$66,696 is salary and \$34,325 is benefits. Total cost for a full year is \$151,501 of which \$100,044 is salary and \$51,457 is benefits. The position was been budgeted in the 19/20 Fiscal Year, although at a lower annual salary of \$83,044. The position has been vacant for 4 months, which will make up the difference.

**Discussion:**

The County has been without a Road Operations Superintendent for nearly one year. During this time, individual Road Supervisors have played a critical role in assuring Road Department efforts continued without interruption, and those Supervisors should be commended for a job well done.

The position was flown in September and interviews were conducted in the first week of October. The County is pleased to extend this offer of employment to Kevin Julian, who brings a wealth of qualifications and experience in managing Road Department infrastructure, equipment, and leading/developing successful teams. The County looks forward to bringing Mr. Julian's skills to benefit the County as a whole.

If you have any questions regarding this item, please contact Tony Dublino at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov) or at (760) 932-5459.

Respectfully submitted,

Tony Dublino, Director of Public Works



R19-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH KEVIN JULIAN  
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, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that: the Agreement regarding Employment of Kevin Julian, 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 Kevin Julian. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

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1 **PASSED, APPROVED and ADOPTED** this 5<sup>th</sup> day of November, 2019, by the  
2 following vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

7  
8  
9  
10 \_\_\_\_\_  
11 John Peters, Chair  
12 Mono County Board of Supervisors

13 ATTEST:

13 APPROVED AS TO FORM:

14  
15  
16 \_\_\_\_\_  
17 Clerk of the Board

16 \_\_\_\_\_  
17 County Counsel

**AGREEMENT REGARDING EMPLOYMENT  
OF KEVIN JULIAN AS ROAD OPERATIONS SUPERINTENDENT**

This Agreement is entered into this 5th day of November 2019, by and between Kevin Julian and the County of Mono.

**I. RECITALS**

The County wishes to employ Kevin Julian as Road Operations Superintendent on a full-time basis on the terms and conditions set forth in this Agreement. Kevin Julian wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. The term of this Agreement shall be November 5<sup>th</sup>, 2019, until November 5<sup>th</sup>, 2022, unless earlier terminated by either party in accordance with this Agreement or until such time as County implements new form agreements for its at-will employees, at which time such new agreement as to Kevin Julian will automatically supersede and replace this Agreement. The County shall notify Mr. Julian in writing no later than June 5<sup>th</sup>, 2022, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Julian 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 Mr. Julian 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. Julian as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Mr. Julian shall be employed by Mono County as Road operations Superintendent, serving at the will and pleasure of the Director of Public Works in accordance with the terms and conditions of this Agreement. Mr. Julian accepts such employment. The Director of Public Works shall be deemed the "appointing authority" for all purposes with respect to Mr. Julian's employment.
3. Mr. Julian's salary shall be \$8,337 per month. The Board may unilaterally increase Mr. Julian'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 Mr. Julian's salary. During such negotiations, the County shall consider and discuss the issue of increased compensation in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Julian shall 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 be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. The prorated portion of merit leave for the remainder of 2019 is 13 hours. Mr. Julian 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.
5. To the extent deemed appropriate by the Director of Public Works, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Julian'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. Julian 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, 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 Mr. Julian'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," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Julian 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. Julian 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. Julian'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.

8. Consistent with the "at will" nature of Mr. Julian's employment, the Director of Public Works may terminate his 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. Julian 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 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 Director of Public Works may, in his or her discretion, take during Mr. Julian's employment.
9. In the event that such a termination occurs after one year continuous employment in this position (i.e., after the probation period), Mr. Julian shall receive as severance pay a lump sum equal to six months' salary or to the extent that fewer than six full calendar months before this Agreement would have expired, Mr. Julian 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. Julian shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Julian that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
10. Notwithstanding the foregoing, Mr. Julian shall not be entitled to any severance pay in the event that the Director of Public Works has grounds to discipline him on or about the time he or she gives the 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 Mono County Personnel

Rules, or any successor provision, as the same may be amended from time to time. Mr. Julian 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. Julian 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. Julian 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. Julian. No other agreement, whether oral or written, between the parties shall be of any force or effect.
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. Julian'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. Julian's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 Mr. Julian shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Julian is convicted of a crime involving abuse of office or position.
14. Mr. Julian acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Julian further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

### **III. EXECUTION:**

This Agreement is executed by the parties this 5<sup>th</sup> day of November, 2019.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: John Peters, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_

COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**Departments: Public Works**

**TIME REQUIRED** 20 minutes

**SUBJECT** Civic Center Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Tony Dublino, Director of Public  
Works

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### AGENDA DESCRIPTION:

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

Update on the County's Civic Center project at 96 Thompson Way.

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### RECOMMENDED ACTION:

None, informational only.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5459 / tdublino@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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[Staff Report](#)

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### History

Time	Who	Approval
10/31/2019 4:52 PM	County Administrative Office	Yes
10/31/2019 1:52 PM	County Counsel	Yes
10/31/2019 3:59 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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**Date:** November 5, 2019  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Director of Public Works  
**Subject:** Mono County Civic Center – *Interim Update*

The following information is intended to inform the Board and the public about the current status of the Civic Center project.

## **Current Status**

### *Permit Submittals and Issuance*

All packages (3 of 3) of plans have been submitted and approved at this time. The County continues to receive and review/approve Architects Supplement Instructions (ASI's) that provide clarifications to various elements of the project.

### *Construction*

#### *Exterior*

As of Thursday 10/31, the building is days away from being 'dried in,' with the roof insulation and underlayment in place and window and door penetrations sealed with weather-proof plastic. This allows for the continuation of weather-sensitive work on the interior, while roofing and windows/doors are fabricated off-site. The standing seam metal roofing is scheduled for delivery and installation the first week of December, and the window and doors are scheduled for delivery and installation the last week of November.

#### *Interior*

On the interior of the building, the entire first floor has been framed, with all mechanical, electrical and plumbing systems roughed in. The second floor concrete deck has been poured, and the entire second floor layout is done. Framing crews are currently framing the perimeter of the second floor and once complete, will move to the interior walls. The framing of the second floor is expected to be complete by November 8<sup>th</sup>. The framing of these walls will be followed by the mechanical, electrical and plumbing rough-in of the second floor.

#### *Site*

After a solid month of trenching and installation of sewer mains, water mains, fire hydrants, conduits and stormwater systems (basically making a huge mess of the site), all underground utilities are finally in place. Final grading on the site started last week, with the initial focus on the building's immediate perimeter, where concrete walkways have been formed and are being poured/finished this week. Once complete, site grading will move to the parking lot and



access areas, where base material will be placed, leveled and compacted. This will be followed by the forming and pouring/finishing of concrete curb, gutter, and walkways in the main parking/access area, with the final work occurring on the back (northern) side of the building. The contractor continues to pursue a subcontractor to perform the asphalt paving of the site in the coming weeks, but temperatures may not cooperate. If not, the work will have to occur in the spring, as temperatures (and asphalt batch plants) allow.

### **Interagency Coordination**

The project has moved away from the interagency agreement development phase to the implementation of those agreements. In recent weeks, inspectors from the Town as well as the Mammoth Community Water District have been regularly on site, inspecting the installation of improvements that were the subject of agreements already executed.

At least a couple areas of coordination remain, both found in the MOU between the Town and the County. One area is the cleanup of the numerous easements and land records that currently exist on the overall McFlex property into one comprehensive Parcel Map. This effort will likely address interests in undeveloped parcels of land between the SMHD, the Town and the County, and how those parcels will be utilized in the future. Although this effort is important (and the MOU sets a timeframe for completion), work is not occurring at this time. The County expects to engage in this process once the construction has been completed, and all 'as-built' information is available.

The second area of coordination is between the Town and the County, relating to the reimbursement of improvements on the property that have been made during the project on behalf of the Town. This includes improvements relating to the generator, communication conduits, as well as water and sewer. Staff expects to present an itemized list of improvements and engage with Town staff to discuss a reimbursement agreement, as contemplated in the MOU.

### **Design**

Although all plans have been submitted and approved, there are still a couple areas of design that are under discussion. The first is the continuing approval of finishes for the project, from cabinets to door hardware to exterior paint and stain colors.

The County has requested pricing on the addition of a small number of walls throughout the first floor, to create an enclosed office for the CAO, as well as to create a buffer between incompatible uses in the open office areas, and one 'secure' area that was overlooked in the original plans.

The County has also inquired about costs related to the 'framing out' of the second floor where the current design has an open, vaulted ceiling from the first floor. This effort would create an additional 800 square feet of usable space within the building. Once an estimate has been received, staff will bring this consideration to the Board for consideration and approval.

### **Budget and Estimate**

Budget continues to be a major focus of this project. The most recent budget meeting was last week, on October 30. The current project estimate is approximately \$21,437,000. This

total includes a contingency of approximately \$476,000 so if the contingency is removed, the project is (estimated) over budget by \$461,000.

This is a significant change from the last report, as some of the remaining items that were not 'bought out' as of the last budget update have come in well over estimates (asphalt paving, fire alarms, etc). At this time, the only remaining item to be 'bought out' is the asphalt paving.

Despite the overage of the budget estimate, the County has not requested or approved any change orders or changes in scope for the project.

### **Value Engineering**

There have been no value engineering concepts proposed or adopted since the last meeting.

### **Move—Transition Team**

Staff has coordinated the first of several meetings of the Civic Center Transition Team, which will be preparing the Departments for the relocation to the new space. At this time, tasks are focused on the creation of an accurate inventory of all furnishings that will have to be moved, in order to inform bids/estimates from interested moving companies. Future tasks include the identification of surplus furniture that may be available for other Departments or for public auction, to the creation of new business cards and letterheads with the new address.

### **Schedule**

The project has suffered some delays since the last update. There were delays with the installation of underground utilities, and this caused delays with the site work and final grading. There was a minor issue with the structural components of the roof system, which took a couple weeks to rectify and that delay pushed the roofing contractor back. Each component of this project is scheduled extremely tight, which means that any delay will push back every contractor behind them.

As a result of these issues, the overall schedule is now 3 weeks behind the initial schedule, with substantial completion in March of 2020, with occupancy as soon as building commissioning can be completed.

If you have any questions regarding this item, please contact Tony Dublino at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov) (760) 932-5459.

Respectfully submitted,



Tony Dublino / Director of Public Works



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**Departments: Public Works**

**TIME REQUIRED** 5 minutes

**SUBJECT** Request for Waiver of Encroachment  
Permit Fees

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Tony Dublino, Director of Public  
Works

**AGENDA DESCRIPTION:**

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

Request for waiver of encroachment permit fee for manufactured home at 2125 Eastside Lane in Coleville, providing safe and compliant housing for Benton tribal member to replace substandard housing previously located on property.

**RECOMMENDED ACTION:**

Approve waiver of Encroachment Permit fee of \$528.

**FISCAL IMPACT:**

If waiver is approved, \$528 in fee revenue would be lost.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5459 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
10/21/2019 4:01 PM	County Administrative Office	Yes
10/22/2019 8:57 AM	County Counsel	Yes
10/30/2019 5:08 PM	Finance	Yes





# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

---

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

**Date:** November 5, 2019  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Director of Public Works  
**Subject:** Waiver of Encroachment Permit Fee

**Recommended Action:**

Approve waiver of Encroachment Permit fee of \$528.

**Fiscal Impact:**

If approved, \$528 of potential encroachment fee revenue would be lost.

**Discussion:**

This item was requested by Supervisors Peters and Stump.

Over the summer of 2019, a new manufactured home was permitted and placed in Coleville, providing a code compliant dwelling unit for an elderly Benton Tribal member who was living in a substandard structure also located on the parcel. The Benton Tribe retained a contractor and is funding the project.

There is an existing driveway encroachment accessing the old structure. When the new manufactured home was sited and installed, a new driveway encroachment was created. This second encroachment requires a second encroachment permit, but since there was already a permitted driveway encroachment the County initially did not require the second encroachment permit. Once recognized, the County required the encroachment permit, which created confusion for the Tribe as well as the contractor.

The Tribe has agreed that an encroachment permit is needed and will be built to code. The Community Development Department has developed a compliance agreement that will allow occupancy of the new home prior to the encroachment being completed.

Approval of the waiver is requested because it is consistent with the County's strategic goals 2A, Address the housing crisis through policy, assistance, and development programs; 2B, Support child and senior care initiatives for residents and County staff; and 4B, Increase customer service and transparency. In addition, encroachment permit fees would have been collected for the initial encroachment, which will be abandoned.

If you have any questions regarding this item, please contact me at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov) or at (760) 932-5459.

Respectfully submitted,

Tony Dublino  
Director of Public Works



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**Departments: County Counsel**

**TIME REQUIRED** 15 minutes

**PERSONS APPEARING BEFORE THE BOARD** Stacey Simon

**SUBJECT** Participation in CPUC Proceedings Regarding Public Safety Power Outages

**AGENDA DESCRIPTION:**

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

Opportunities for participation in California Public Utility Commission (CPUC) rulemaking proceedings related to electrical de-energization (PSPS).

**RECOMMENDED ACTION:**

Presentation regarding County's options for participation in ongoing rulemaking of the California Public Utilities Commission (CPUC) related to electrical de-energization (PSPS) in California and/or in related processes. Potential options are include in the staff report.

**FISCAL IMPACT:**

Depends on option selected, ranging from \$10,000 to \$40,000, exclusive of staff time. See staff report for specifics. This amount is not included in the FY 2019-20 budget.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">CSAC Comments - Phase 2, Track 1</a>

History

Time

Who

Approval

10/21/2019 3:59 PM	County Administrative Office	Yes
10/29/2019 1:32 PM	County Counsel	Yes
10/30/2019 5:11 PM	Finance	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputy County Counsel**  
Anne M. Larsen  
Jason Canger

**OFFICE OF THE  
COUNTY COUNSEL**

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

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Paralegal**  
Jenny Lucas

To: Board of Supervisors  
From: Stacey Simon, County Counsel  
Date: November 5, 2019  
Re: Options for participation in proceedings related to electrical de-energization (PSPS)

**Recommended Action**

Presentation regarding County's options for participation in ongoing rulemaking of the California Public Utilities Commission (CPUC) related to electrical de-energization (PSPS) in California and/or in related processes. Potential options include the following:

1. Retain the services of Gooden, MacBride, Squeri & Day, LLC, a law firm specializing in administrative practice before the CPUC, to obtain party status for Mono County and to represent and advocate on behalf of the County in the proceeding and in other venues (e.g., legislative) as appropriate; or
2. Direct County Counsel to represent the County in the rulemaking by filing for party status and representing and advocating on behalf of the County in the CPUC proceeding; potentially direct other staff (or engage an outside consultant/lobbyist) to advocate in venues outside of the CPUC rulemaking as appropriate; or
3. Participate in the CPUC rulemaking through the California State Association of Counties (CSAC). Direct staff to provide County input to CSAC's outside legal counsel for inclusion in CSAC's comments and advocacy related to the rulemaking or in other venues; or
4. Direct staff to provide comments to the CPUC as a non-party to the rulemaking and to participate in other venues as appropriate.
5. Rely on the participation of other local government entities with interests similar to Mono County's to provide input and advocate for outcomes



that address Mono County's issues. Monitor those activities to ensure the County's interests and issues are addressed.

### **Strategic Plan Focus Area(s) Met**

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

### **Fiscal Impact**

1. Option 1: Estimated cost of \$30,000-\$40,000 in legal fees plus staff time to provide information and input to outside counsel.
2. Option 2: Significant County Counsel time away from other projects. Staff time to provide information and input to County Counsel. Estimated cost to retain outside consultant/lobbyist (\$10,000-\$15,000).
3. Option 3: Staff time to provide information and input to CSAC.
4. Option 4: Staff time drafting and submitting comments.
5. Option 5: Minimal staff time to monitor proceeding.

### **Discussion**

#### **I. Legal History/Background**

The California Public Utilities Commission (CPUC) is the administrative agency in California which regulates investor-owned electric utilities, including Southern California Edison (SCE), Pacific Gas and Electric (PG&E) and San Diego Gas & Electric Company (SDG&E), among others, (hereinafter referred to as "Electric Utilities").

Electric Utilities are authorized to shut off power to protect public safety. (*See* Public Utility Code §§ 451 and 399.3(a).) In 2012 the CPUC determined that this authority authorized SDG&E to shut off power for the prevention of fires caused by strong winds. (*See* Decision (D.) 12-04-024.)

In 2018, the CPUC expanded its 2012 decision by adopting Resolution ESRB-8, establishing procedures and requirements for all Electric Utilities (i.e., not just SDG&E) to follow in the event of a power shut off in anticipation of high winds and wildfire danger. Resolution ESRB-8 restates much of the content of D 12-04-024, but also adds clarifications and additional requirements. And it is explicitly applicable to all Electric Utilities – not just SDG&E.

On September 21, 2018, the Governor approved SB 901 – which requires Electric Utilities to prepare and submit Wildfire Mitigation Plans describing their plans to prevent, combat and respond to wildfires, and their plans to notify customers

who may be impacted by the de-energizing of electrical lines. SB 901 provides for review and approval of these plans by the CPUC.

## II. Current Rulemaking

In December of 2018, and at least in part in response to SB 901, the CPUC initiated a formal rulemaking for the purposes of further examining the policies and guidelines in Resolution ESRB-8. This formal rulemaking process, Rulemaking (R.) 18-12-005, is currently in process.

### A. Phase 1 of Rulemaking 18-12-005

The CPUC divided R. 18-12-005 into two phases. Phase 1 focused primarily on utility notification and communication protocols to be established before the 2019 fire season. The final Phase 1 decision was issued on June 4, 2019, resulting in a document referred to as the “Phase 1 Guidelines”. (D. 19-05-042.) The Phase 1 Guidelines contain approximately 150 pages of requirements and guidance regarding public notification and reporting that all Electric Utilities are required to follow prior to, during and following a de-energization event.

As described below, Phase 2 of the rulemaking will involve review and analysis of how Electric Utilities implemented the requirements of Phase 1, including whether those Guidelines need adjustment and whether compliance was adequate.

### B. Phase 2 of Rulemaking 12-12-005

Phase 2 of the rulemaking has been divided into two tracks.

1. **Track 1** is now underway. Its purpose is to refine definitions and terminology, examine how to improve outreach and notification, examine Electric Utilities’ criteria and decision-making for shutting power off, refine communication and notification protocols, examine the coordination necessary for de-energizing transmission lines and what criteria the CPUC should use to evaluate impacts of de-energizing transmission lines, and examine lessons learned from power shut offs since the Phase 1 Guidelines were issued. Track 1 provides for participation through written comments and workshops to be held in November or December.
2. **Track 2** is expected to commence shortly and to overlap in time with Track 1, although no timeline has been issued as of the drafting of this staff report. Track 2 will consider the following issues:

- Necessary changes to de-energization protocols based on lessons learned from PSPS events since the Phase 1 decision;
- Impacts of de-energization on local governments' notification and communication abilities;
- Further refinement of notification and communication protocols;
- Mitigation for de-energization – what services are necessary to mitigate risks to public safety, who should bear the cost of backup generation, what mitigation measures are necessary for prolonged outages, should the utilities be required to consider claims for losses as a result of de-energization, should customers be billed for electric service during a PSPS event;
- Whether the utilities are taking proactive measures to reduce the need for PSPS in the future;
- What criteria and information should the utilities be required to share regarding re-energization of power lines;
- Should utilities entertain requests to delay PSPS events?
- Further refinement of the utilities' education and outreach efforts;
- What additional criteria, if any, should the CPUC use to evaluate the reasonableness of a PSPS event (if reasonable, cost can be passed on through ratemaking, if not reasonable, shareholders bear cost).

### **III. How are Counties (and Others) Participating in the Rulemaking?**

The counties of Sonoma, Napa, Mendocino, Santa Barbara, Marin, Kern and San Luis Obispo and the City of Santa Rosa (collectively the "Local Government Group") have retained the services of Gooden, MacBride, Squeri & Day, LLP, a law firm experienced in the practice of administrative law and in practice before the CPUC, to represent them. Gooden MacBride (via attorney Megan Somogyi) has filed the necessary paperwork for the members of the Local Government Group to become parties to the proceeding and has prepared and filed comments on their behalf related to Phase 2, Track 1 (among other things). In addition, Gooden MacBride attorneys have existing relationships with CPUC and Electric Utility staff and a history of practice before the CPUC and in other venues related to utility regulation which are valuable in advancing the interests of their clients.

The California State Association of Counties (CSAC) has also obtained party status in the rulemaking and recently submitted its comments on Phase 2, Track 1. CSAC is represented in this matter by the Law Offices of Megan M. Myers, a firm also experienced in CPUC and administrative proceedings. The comments on Phase 2, Track 1 submitted by the Myers Law Office on CSAC's behalf

included input from various non-party counties – including Mono County. A copy is attached to this staff report.

Some local government entities (including the City and County of San Francisco, the City of San Jose and the City of Riverside) have individually obtained party status in the proceedings, as have other interested entities (e.g., SCE, Liberty Utilities, the California Municipal Utilities Association, the Northern California Power Agency, the Protect our Communities Foundation, etc.). These entities are either self-represented or have retained outside counsel apart from the Local Government Group.

Finally, many non-parties are participating in the rulemaking. Non-parties may attend hearings and proceedings and may submit comments through the CPUC website.

As Task 1 of Phase 2 of the rulemaking proceeds, the next step will be a series of workshops involving experts in various fields (e.g., wildfire, weather forecasting, utility systems, etc.) to take place in November or December. Following those workshops, CPUC staff will issue a proposed decision for public review and comment. A final decision would be adopted following comment. As previously noted, Task 2 of Phase 2 has not commenced.

If you have any questions on this matter prior to your meeting, please call me at 924-1704.

Attachments:

CSAC Comments on Phase 2, Track 1 Rulemaking

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA



**FILED**

10/15/19  
04:59 PM

Order Instituting Rulemaking to Examine Electric  
Utility De-Energization of Power Lines in Dangerous  
Conditions.

Rulemaking 18-12-005  
(Filed December 13, 2018)

**RESPONSES OF THE CALIFORNIA STATE ASSOCIATION OF COUNTIES TO  
PHASE 2 TRACK 1 COMMENTS AND PROPOSALS**

October 15, 2019

MEGAN M. MYERS  
Attorney for the California State  
Association of Counties  
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BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking to Examine Electric  
Utility De-Energization of Power Lines in Dangerous  
Conditions.

Rulemaking 18-12-005  
(Filed December 13, 2018)

**RESPONSES OF THE CALIFORNIA STATE ASSOCIATION OF COUNTIES TO  
PHASE 2 TRACK 1 COMMENTS AND PROPOSALS**

The California State Association of Counties (CSAC) respectfully submits these Responses to Phase 2 Track 1 Comments and Proposals which were submitted in this Rulemaking (R.) 18-12-005 (De-Energization) on September 17, 2019 (Phase 2 Track 1 Comments and Proposals). CSAC was granted party status in this proceeding on March 18, 2019. These Responses are timely filed and served pursuant to the Commission's Rules of Practice and Procedure; the Commissioner's Phase 2 Scoping Memo and Ruling, issued on August 14, 2019; and the Administrative Law Judge (ALJ) Rulings, issued on September 26, 2019 and October 8, 2019.

**I.  
BACKGROUND ON CSAC**

CSAC is a nonprofit mutual benefit corporation under the California Nonprofit Mutual Benefit Corporation Law. CSAC is a lobbying, advocacy and service organization which represents all 58 counties of the State of California. CSAC is focused on advancing the vital public interest in effective, efficient and responsive local government. CSAC, under the name of the County Boards of Supervisors Association of California began meeting in 1895 and was later renamed CSAC in 1991 and is based in Sacramento, California. CSAC's long-term objective is to significantly improve the fiscal health of all California counties so they can adequately meet the demand for vital public programs and services.

## **II. CSAC’S RESPONSES TO PHASE 2 TRACK 1 COMMENTS AND PROPOSALS**

The Phase 2 Scoping Memo outlined various issues to be considered in Phase 2 Track 1 which included: definitions/standard nomenclature, access and functional needs (AFN) populations, public safety power shut-off (PSPS) strategy and decision-making, notification and communication, PSPS and transmission lines, and lessons learned. Several parties submitted Proposals and Comments in response to the Phase 2 Scoping Memo. CSAC offers the following responses to these Phase 2 Track 1 Comments.

### **1. Generally**

CSAC believes that the current PSPS implementation transfers too much risk, responsibility and cost to local governments. CSAC agrees with the Counties of Mendocino, Napa and Sonoma, and the City of Santa Rosa (Joint Local Governments) that “[t]he level of responsibility for public safety borne by local governments during de-energization events requires significant planning and resources.”<sup>1</sup> CSAC recommends that the investor-owned utility (IOU) or the State of California should be required to provide funding for local governments if they are to mitigate PSPS impacts.

In addition, CSAC supports the California Municipal Utilities Association’s (CMUA’s) request for clarification of how transmission level PSPS events will overlap with current outage protocols.<sup>2</sup> CSAC has concerns about whether the IOUs currently will be able to make these assessments as quickly as needed.

Furthermore, CSAC agrees with the California Energy Storage Alliance (CESA) that the Commission should add electric vehicle (EV) charging infrastructure to the definition of critical

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<sup>1</sup> Proposal of Joint Local Governments, at p. 20.

<sup>2</sup> Proposal of CMUA, at p. 3.

infrastructure facilities only as it applies to government and emergency services.<sup>3</sup> Tesla, Inc. (Tesla) recommends that the Commission should designate direct current fast charging (DCFC) facilities located in Tier 2 and Tier 3 high-fire threat districts (HFTDs) or in PSPS planning areas as critical facilities.<sup>4</sup> However, CSAC has concerns about these DCFC charging stations being designated as critical facilities because CSAC believes that these should not be prioritized over other critical facilities such as hospitals.

## **2. Definitions/Standard Nomenclature.**

CSAC agrees with the City and County of San Francisco (San Francisco) and The Utility Reform Network (TURN) that the transportation sector should be included in the list of critical facilities.<sup>5</sup> CSAC recommends that there be more consistency among the IOUs in their standards, protocols and notifications. One option is to support Southern California Edison's (SCE's) recommendation that the definition of critical facilities be aligned with the existing Department of Homeland Security Critical Infrastructure Sectors as stated in Decision (D.) 19-05-042.<sup>6</sup>

CSAC agrees with the City of San Jose (San Jose) "that medical baseline tariffs are one way to identify individuals who need assistance during a PSPS event, but they are not comprehensive as they are merely an economic billing program."<sup>7</sup> Relying on Medical Baseline is insufficient because the program does not reflect the true number of individuals who would benefit from greater advance notice. Furthermore, CSAC agrees with the California Community Choice Association (CalCCA) that "there may be variations in terminology, applications and

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<sup>3</sup> Proposal of CESA, at p. 2.

<sup>4</sup> Proposal of Tesla, at p. 8.

<sup>5</sup> Proposal of San Francisco, at p. 3 and Proposal of TURN, at p. 2.

<sup>6</sup> Comments of SCE, at pp. 1-2.

<sup>7</sup> Comments of San Jose, at p. 4.



rates for medical baseline.”<sup>8</sup> As such, CSAC recommends that there should be a standardization of terminology and programs amongst the IOUs. Furthermore, the IOUs must clearly identify Medical Baseline programs as notification programs and nothing should restrict any IOUs’ current customer eligibility for their respective Medical Baseline Program. Lastly, CSAC recommends that a process should be developed to help streamline the enrollment of customers with access and functional needs into the Medical Baseline program.

CSAC agrees with CalCCA and the Center for Accessible Technology (CforAT) that the Commission should adopt language to describe the various periods of a PSPS event that is clear and unambiguous.<sup>9</sup> CalCCA correctly states that the terms adopted by the Commission must be “simple, understandable, and easy to translate into multiple languages.”<sup>10</sup> CSAC supports CforAT’s recommendation that the Commission “adopt language that is clear and [] avoid language that is bureaucratic or overly-technical so that customers and others outside of the energy industry are able to understand the different phases of de-energization and know what to expect at various times.”<sup>11</sup>

CSAC, like the Small Business Utility Advocates (SBUA), believe that it may be prudent that terms used for communicating PSPS events be standardized across IOUs; some organizations have operations across various IOU territories and having standardized terms would aid in avoiding potential miscommunication related incidents within these organizations.<sup>12</sup> The Commission should consider using terminology that aligns with that utilized by California Department of Forestry and Fire Protection (CalFire), California Office of Emergency Services (Cal OES), and other State and Federal agencies that participate in disaster and emergency

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<sup>8</sup> Proposal of CalCCA, at p. 7.

<sup>9</sup> Proposal of CalCCA, at p. 9 and Proposal of CforAT, at p. 4.

<sup>10</sup> Proposal of CalCCA, at p. 9.

<sup>11</sup> Proposal of CforAT, at p. 4.

<sup>12</sup> Comments of SBUA, at p. 2.

response, as a PSPS triggers emergency response activities in counties, cities, and special districts. CSAC also recommends that the Commission consider formalizing descriptive names of the colors in the chart used to describe the severity of wildfire conditions.

CSAC recommends that IOUs should provide resources for critical facilities to incorporate additional backup power infrastructure. The Commission should also contemplate the option of including the use of onsite renewable and clean energy distributed generation sources (e.g., solar, fuel cells); these systems must normally go offline during power outages including PSPS triggered outages.

### **3. AFN Populations.**

CSAC agrees with multiple parties that the IOUs should meet with local governments to identify AFN populations and to understand the processes already in place for notifying AFN populations.<sup>13</sup> Counties and other local partners can also assist the IOUs in outreach and in enrolling clients in the medical baseline program. IOUs should also conduct a focused outreach to organizations that serve people with disabilities and other AFN populations, in order to promote development of a de-energization plan. IOUs should share any data that they receive regarding Medical Baseline customers with local governments.

CSAC agrees with the Joint Local Governments' recommendations regarding transmitting information about Medical Baseline customers from the IOUs to local governments.<sup>14</sup> The first option is a Commission-created rule that allows Medical Baseline customer information to be shared with public health providers subject to HIPAA confidentiality requirements which alleviates the current need to obtain non-disclosure agreements (NDAs).<sup>15</sup>

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<sup>13</sup> See, e.g., Proposal of California Association of Small and Multi-Jurisdictional Utilities (CASMU), at pp. 6-7 and Proposal of the Joint Local Governments, at pp. 8-10.

<sup>14</sup> Proposal of the Joint Local Governments, at pp. 10-15.

<sup>15</sup> Proposal of the Joint Local Governments, at pp. 14.

Many operational areas do not have NDAs which have caused delays in getting critical information to the counties. The second option set forth by the Joint Local Governments is that:

the Commission could direct the utilities to obtain consent from their Medical Baseline customers to share information with the customer's local public health provider during de-energization or other utility-related emergencies for the purpose of providing medical care or assistance, if any is needed.<sup>16</sup>

CSAC supports the adoption of either or both of these options. In addition, CSAC recommends that the IOUs use the Federal emPOWER list of Medicare recipients reliant upon power dependent medical devices to increase outreach to targeted populations for enrollment in their Medical Baseline programs.

CSAC agrees with CalCCA, CASMU, the Joint Local Governments and San Francisco that outreach before, during and after a PSPS event be multimodal.<sup>17</sup> IOUs should maintain responsibility for alerting their customers and maintaining the systems necessary to accomplish alert and warning.

#### **4. PSPS Strategy and Decision-Making.**

The Commission and IOUs should undertake a thorough investigation of PSPS impacts including costs to public safety, the economy and education sector. The Commission should evaluate whether or not the PSPS event does more harm than it potentially avoids and the IOUs should justify the need for the PSPS event. CSAC agrees with the Joint Local Governments that de-energization action reports must contain a substantive discussion of alternatives to shutting off the power that the IOU considered and whether any mitigation measures were taken, and a substantive discussion of why those alternatives were deemed insufficient.<sup>18</sup> Currently, there is a narrative in after action reports but no data provided, so there is no way to know if forecasts that

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<sup>16</sup> Proposal of the Joint Local Governments, at p. 15.

<sup>17</sup> Proposal of the CalCCA, at p. 13; Proposal of CASMU, at p. 7; Proposal of Joint Local Governments, at pp. 15-18; and Proposal of San Francisco, at pp. 5-6.

<sup>18</sup> Proposal of the Joint Local Governments, at p. 19.

are utilized are a good indicator for the need for a PSPS. IOUs should be required to provide this information to jurisdictions impacted by the PSPS.

## **5. Notification and Communication.**

Notification and communication by the IOUs to and with the local governments regarding PSPS events is critical. All pertinent information that will assist local jurisdictions with pre-planning, supporting, and ending emergency response operations for a PSPS should be shared. Often times, the information received by the local governments from the IOUs is stale and there is a significant lack of transparency. Operational Areas should receive press updates at the same time, or before information is released to the media. CSAC agrees with the Joint Local Governments and San Jose that the IOUs must provide real-time information directly to local governments.<sup>19</sup> CSAC recommends that the Commission consider an analog visual alert system that provides customers a granular and progressive status view of PSPS events.

Overall, many of the IOUs need to improve customer notification which has been inconsistent and difficult to ascertain from the IOUs' websites. CSAC recommends that there be periodic meetings with the IOUs and the local governments to better understand the grids in those governments' operational area. Furthermore, when communicating with local governments, the IOUs must be able to provide the most accurate, transparent information possible. When local jurisdictions send representatives to the IOUs' Emergency Operations Center (EOC), they need to be integrated into the IOUs' operation in order to be effective. CSAC agrees with the Joint Local Governments that the IOUs must figure out how to meet local government partners' needs, "and must understand the on-the-ground impacts of de-energizing a transmission line, before it calls a transmission-level PSPS."<sup>20</sup>

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<sup>19</sup> Proposal of the Joint Local Governments, at p. 33 and Comments of San Jose, at p. 11.

<sup>20</sup> Proposal of the Joint Local Governments, at pp. 34-35.

## **6. PSPS and Transmission Lines**

As stated by the Joint Local Governments, “utility coordination with local public safety partners will be critical leading up to, and during, transmission line de-energizations.”<sup>21</sup> There must be required coordination between the IOUs and the local governments when an IOU considers de-energizing a transmission line.

## **7. Lessons Learned**

Many of the counties that are part of CSAC have been directly impacted by PSPS events in 2019. In certain counties, the areas impacted by the PSPS events have had a disproportionate impact on residents with less resources, vulnerable populations with AFNs and areas that do not have access to land lines or cell service. In addition, there have been PSPS events that cut off power to critical facilities for an extended period of time which can lead to a more significant threat to the health and safety of the public than the threat of wildfire.

Information must be more readily available to the local governments and as discussed above, the utilities must demonstrate why the PSPS event was their only solution for each event. In addition, the IOUs need to be transparent about their situational awareness programs. There is also a need not only for notification by the IOUs, but also for additional resources to help customers during PSPS events, including more community resources for charging and/or cooling and transportation of customers within AFN populations.

CSAC strongly opposes the IOUs shifting any liabilities and costs to local governments for de-energization events. Many counties have limited financial and staff resources to respond to PSPS events and there must be a reasonable limit to the use of PSPS as a measure of last resort, and the IOU must prioritize other mitigation measures such as infrastructure hardening. Furthermore, communities cannot function under the near-constant threat of power outage.

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<sup>21</sup> Proposal of the Joint Local Governments, at p. 35.

CSAC recommends that the Commission should perform outreach in each area where a PSPS de-energization event has occurred to hear from impacted communities. Furthermore, many operational areas are not receiving press releases before the media. It is extremely important for operational areas to receive updates to share with the public before, or at the very least, at the same time the media receives this information.

As discussed above, CSAC recommends that there be periodic meetings between the utilities and the local governments when there is not a de-energization event. However, conference calls three times a day between the IOUs and local governments are recommended during a de-energization event in order for local governments to stay informed about quickly evolving, complex events. Furthermore, moving forward, the IOUs' websites will need to be able to handle the level of traffic a large scale PSPS event will generate.

### **III. CONCLUSION**

CSAC appreciates the opportunity to provide responses to Phase 2 Track 2 Proposals and Comments.

Respectfully submitted,

October 15, 2019

/s/ MEGAN M. MYERS

Megan M. Myers  
Attorney for CSAC

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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Steve Barwick, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. 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:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**Time**

**Who**

**Approval**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 5, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono and Sierra Club v. City of Los Angeles, et al.* (Alameda Superior Court Case no.: RG18923377)

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
10/21/2019 3:50 PM	County Administrative Office	Yes
10/18/2019 3:41 PM	County Counsel	Yes
10/15/2019 11:46 AM	Finance	Yes





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**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)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Michael Hallum v. Mono County (Mono County Superior Court Case No. CV170086).

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:** Jason Canger

**PHONE/EMAIL:** (760) 924-1712 / jcanger@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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No Attachments Available

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#### History

Time	Who	Approval
10/29/2019 1:40 PM	County Administrative Office	Yes
10/30/2019 4:33 PM	County Counsel	Yes
10/29/2019 3:01 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employment

**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)

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

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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No Attachments Available

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History

Time

Who

Approval



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Exposure to  
Litigation

**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)

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.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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No Attachments Available

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#### History

Time

Who

Approval



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 5, 2019

**Departments: Community Development - Planning**

**TIME REQUIRED** PUBLIC HEARING: 1:00 PM (10 minutes)

**PERSONS APPEARING BEFORE THE BOARD**

Michael Draper

**SUBJECT** Public Hearing: Proposed Ordinance Extending the Temporary Moratorium on Industrial Hemp Cultivation within the Unincorporated Areas of Mono County

### AGENDA DESCRIPTION:

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

Public hearing pursuant to Government Code section 65858(a) regarding adoption of proposed urgency ordinance extending the temporary moratorium prohibiting cultivation of industrial hemp within the unincorporated areas of Mono County.

### RECOMMENDED ACTION:

Conduct public hearing. Consider and potentially adopt proposed ordinance No. ORD19-\_\_\_\_, extending the temporary moratorium prohibiting cultivation of industrial hemp in the unincorporated areas of Mono County established by Mono County Ordinance No. ORD18-14. Ordinance will be effective immediately. Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Michael Draper

**PHONE/EMAIL:** 7609241805 / mdraper@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Public Hearing Notice</a>
<a href="#">Ordinance</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/25/2019 3:05 PM	County Administrative Office	Yes
10/31/2019 9:04 AM	County Counsel	Yes
10/30/2019 5:09 PM	Finance	Yes

# Mono County Community Development Department

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

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
760- 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

November 5, 2019

To: Honorable Board of Supervisors

From: Michael Draper, Planning Analyst

Subject: Industrial Hemp Moratorium

### RECOMMENDATION

Conduct public hearing. Consider and potentially adopt proposed ordinance No. ORD19-\_\_\_\_, extending the temporary moratorium prohibiting cultivation of industrial hemp in the unincorporated areas of Mono County established by Mono County Ordinance No. ORD18-16. Ordinance will be effective immediately. Provide any desired direction to staff.

### BACKGROUND

On November 6, 2018, the Mono County Board of Supervisors voted to enact an urgency ordinance banning the cultivation of industrial hemp for 45-days. To prevent the expiration of this ordinance, on December 18, 2018, it was extended for 10 months and 15 days, creating a new expiration date of November 5, 2019.

### DISCUSSION

The California Department of Food and Agriculture (CDFA) has yet to establish regulations pertaining to industrial hemp planting, sampling, laboratory testing, harvest, and destruction. A written comment period on proposed regulations for these pieces closes on December 2, 2019. In addition, federal regulatory language has not been published and California will need to adjust the current language for consistency when that language is available.

However, growers may legally register with the state and County Agricultural Commissioners to begin cultivation at this time with little to no standards or guidance governing very important considerations. With so little information yet available on what the state may propose in terms of regulations, it is very difficult for staff to anticipate how potential local regulations may or may not work in concert with these future state regulations, which make the development of local regulations complex and time consuming. Staff workload has precluded work on all but mandated and very high priority tasks. However, given this is the last time the moratorium may be extended, staff will need to prioritize the development of land use regulations in the next year.

Staff will continue to explore the options available to the County to regulate industrial hemp. Any regulations must carefully consider the economic potential of this agricultural commodity, conflicts with county permitted cannabis cultivation, potential impacts to surrounding communities, and other concerns. At this time, staff does not feel that a comprehensive review is

possible without extending this urgency ordinance period and recommends that the Board extend the moratorium while local regulations are further considered. If the ordinance is not extended, hemp could arguably be permitted outright with no County oversight on Agriculture (AG) Land Use Designations as a bona-fide agricultural operation.

This staff report has been reviewed by the Community Development Director.

**PUBLIC HEARING NOTICE**

A hearing notice was published in the October 26, 2019, issue of The Sheet (see attachment).

**ATTACHMENTS**

1. ORD19-\_\_\_, extending the temporary moratorium prohibiting cultivation of industrial hemp in the unincorporated areas of Mono County
2. Public Hearing Notice

NOTICE OF PUBLIC HEARING IS HEREBY GIVEN, the Mono County Board of Supervisors will conduct a public hearing at 1:00 pm on November 5, 2019, at the Mono County Courthouse, 278 Main Street, Bridgeport, CA, on a proposed ordinance to extend a temporary moratorium on the cultivation of industrial hemp while County staff determines the impacts of such cultivation and reasonable regulations to mitigate such impacts. Written comments may be filed with the Mono County Board of Supervisors by mailing to Clerk of the Board, PO Box 715, Bridgeport, CA or by e-mail to [skendall@mono.ca.gov](mailto:skendall@mono.ca.gov). If you wish to challenge any finding, determination or decision made regarding this project in court, you may be limited to raising only the issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered prior to the hearing. For more information, contact the Inyo/Mono Agricultural Commissioner's Office at (760) 873-7860.





1  
2  
3  
4 **ORDINANCE NO. ORD19-\_\_**

5  
6 **AN INTERIM ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS**  
7 **EXTENDING THE TEMPORARY MORATORIUM PROHIBITING CULTIVATION**  
8 **OF INDUSTRIAL HEMP IN THE UNINCORPORATED AREAS OF**  
9 **MONO COUNTY ESTABLISHED BY MONO COUNTY**  
10 **ORDINANCE NO. ORD18-14**

11 **WHEREAS**, Government Code Section 65858 authorizes the adoption of an interim  
12 ordinance as an urgency measure to prohibit any uses that may be in conflict with a contemplated  
13 general plan, specific plan, or zoning proposal that the Board of Supervisors, planning  
14 commission or planning department is considering or studying or intends to study within a  
15 reasonable time, when necessary to protect the public safety, health, and welfare; and

16 **WHEREAS**, Section 5940 of Title 7 of the United States Code states, "Notwithstanding the  
17 Controlled Substance Act (21 U.S.C. 801 et seq.), the Safe and Drug-Free Schools and  
18 Communities Act (20 U.S.C. 7101 et seq.), Chapter 81 of Title 41, United States Code, or any other  
19 Federal law, an institution of higher education (as defined in section 101 of the Higher Education  
20 Act of 1965 (20 U.S.C. 1001)) or a State department of agriculture may grow or cultivate industrial  
21 hemp if: (1) the industrial hemp is grown or cultivated for purposes of research conducted under an  
22 agricultural pilot program or other agricultural or academic research; and (2) the growing or  
23 cultivating of industrial hemp is allowed under the laws of the State in which such institution of  
24 higher education or State department of agriculture is located and such research occurs."; and

25 **WHEREAS**, Division 24 of Food and Agriculture Code (sections 81000-81010) (hereafter  
26 "FAC"), which became operative on January 1, 2017, addresses the growing and cultivation of  
27 industrial hemp in California; and

28 **WHEREAS**, FAC Section 81001 calls for the Industrial Hemp Advisory Board to advise  
the California Secretary of Food and Agriculture and make recommendations to the Secretary  
pertaining to the cultivation of industrial hemp, including but not limited to, developing the  
requisite industrial hemp seed law and regulations, enforcement mechanisms, and the setting of an  
assessment rate; and

**WHEREAS**, the California Department of Food and Agriculture (CDFA) is currently in the  
process of rewriting its regulations to ensure conformance with the interim final rule recently  
released by USDA and to ensure the California plan will be an "accepted plan" pursuant to this  
interim final rule; and

1           **WHEREAS**, FAC Division 24 exempts cultivation by an "Established Agricultural  
2 Research Institution" from some of the regulatory requirements enumerated therein; and

3           **WHEREAS**, An "Established Agricultural Research Institution" is defined under FAC  
4 Section 81000 as: "(1) A public or private institution or organization that maintains land or facilities  
5 for agricultural research, including colleges, universities, agricultural research centers, and  
6 conservation research centers; or (2) An institution of higher education ( as defined in section 1001  
7 of the Higher Education Act of 1965 (20 U.S.C. 1001 )) that grows, cultivates or manufactures  
8 industrial hemp for purposes of research conducted under an agricultural pilot program or other  
9 agricultural or academic research."; and

10           **WHEREAS**, Industrial hemp is defined under FAC Section 81000 and Health and Safety  
11 Code Section 11018.5 as "a fiber or oilseed crop, or both, that is limited to types of the plant  
12 Cannabis sativa L. having no more than three-tenths of 1 percent (.3%) tetrahydrocannabinol (THC)  
13 contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin  
14 extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or  
15 preparation of the plant, its seeds or resin produced therefrom."; and

16           **WHEREAS**, "Cannabis" is defined under the Medicinal and Adult-Use Cannabis  
17 Regulation and Safety Act (MAUCRSA) codified at Business and Professions Code Section 26001  
18 as "all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether  
19 growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of  
20 the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant,  
21 its seeds, or resin ... 'cannabis' does not mean 'industrial hemp' as defined by Section 11018.5 of the  
22 Health and Safety Code."; and

23           **WHEREAS**, Due to the fact that industrial hemp and cannabis are derivatives of the same  
24 plant, Cannabis sativa L., the appearance of industrial hemp and cannabis are indistinguishable.  
25 Absent a laboratory-performed chemical analysis for tetrahydrocannabinol (THC) content, the two  
26 plants cannot be distinguished; and

27           **WHEREAS**, Division 24 of the FAC, allows an "Established Agricultural Research  
28 Institution" to cultivate or possess industrial hemp with a greater than .3% THC level, causing such  
29 plant to no longer conform to the legal definition of industrial hemp, thereby resulting in such  
30 "research" plants constituting cannabis; and

31           **WHEREAS**, The definition of "Established Agricultural Research Institution" as provided  
32 in FAC Section 81000 is vague and neither the Legislature nor the Industrial Hemp Advisory Board  
33 have provided guidelines for how a County can establish whether a cultivator claiming to be an  
34 "Established Agricultural Research Institution" is legitimate or that the cultivation constitutes  
35 "agricultural or academic research." Without clear guidelines, the ability and likelihood that  
36 cultivators exploit the "Established Agricultural Research Institution" exemption to grow industrial  
37 hemp with more than .3% THC is great; and

38           **WHEREAS**, Except for personal cultivation, by an adult 21 years of age or older, of six or  
39 fewer cannabis plants within a private residence or inside a detached accessory structure on the

1 grounds of a private residence that is fully enclosed and secured and personal use of cannabis  
2 otherwise allowed under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Senate  
3 Bill 94 (2017) ("MAUCRSA"), Section 5.40.040 of Mono County Code states that "It is unlawful  
4 for any person to maintain, conduct, operate, or carry on within the unincorporated area of the  
5 county any commercial cannabis business, unless such person is issued a commercial cannabis  
6 business license pursuant to this chapter for such business, and such person is currently in  
7 compliance with all applicable state and local laws and regulations pertaining to the commercial  
8 cannabis business and the commercial cannabis activities, including the duty to obtain any required  
9 local land use approvals and state licenses."; and

7 **WHEREAS**, Due to the fact that industrial hemp and cannabis are indistinguishable, the  
8 cultivation of industrial hemp by an "Established Agricultural Research Institution" prior to the  
9 adoption of reasonable regulations poses similar threats to the public health, safety or welfare as the  
10 unregulated cultivation of cannabis; and

10 **WHEREAS**, The cultivation of industrial hemp prior to the adoption of State and/or local  
11 reasonable regulations may create an increased likelihood of unlawful commercial cannabis  
12 activity; and

13 **WHEREAS**, The State of California is just now beginning to identify and approve seed  
14 sources for industrial hemp. Unregulated seed sources can be infested with exotic weed seed or  
15 carry plant diseases. Once exotic weeds or plant diseases are established, they are difficult and  
16 costly to eradicate. Soil borne diseases, once established, can result in quarantines that restrict plant  
17 movement as well as crop rotations; and

16 **WHEREAS**, Industrial hemp can serve as a host to mites and other insects. At this time,  
17 there are no pesticides registered for hemp that specifically address such mites or other insects. The  
18 pesticides that have been approved for hemp are not always effective, which allows for such insects  
19 to move into other nearby crops; and

19 **WHEREAS**, There are no requirements for pesticide use reporting or testing for industrial  
20 hemp when cultivated by an "Established Agricultural Research Institution" if pesticides on the  
21 Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) 25(b) list are used. In addition,  
22 "Established Agricultural Research Institutions" may be using chemicals or pesticides that are  
23 extremely toxic to people and wildlife and which may pollute soil, ground water, and/or nearby  
24 water sources; and

24 **WHEREAS**, If cloned hemp plants are used for experimentation they are exempt from  
25 nursery standards at this time and may not be inspected for plant cleanliness standards leaving them  
26 susceptible to insect and disease infection; and

26 **WHEREAS**, Industrial hemp and cannabis are not compatible crops and cultivation of  
27 industrial hemp near commercial cannabis crops can result in less marketable product due to cross  
28 pollination; and

1           **WHEREAS**, The cultivation of industrial hemp prior to the adoption of State and/or local  
2 regulations is harmful to the welfare of residents, creates a nuisance, and threatens the safety and  
3 land of nearby property owners; and

4           **WHEREAS**, There is an urgent need for County staff to assess the impacts of industrial  
5 hemp and to explore reasonable regulatory options relating thereto; and

6           **WHEREAS**, The allowance of cultivation of industrial hemp by "Established Agricultural  
7 Research Institutions," as defined by FAC Section 81000, prior to the adoption of reasonable  
8 regulations, creates an urgent and immediate threat to the public health, safety or welfare of the  
9 citizens and existing agriculture in Mono County; and

10           **WHEREAS**, Mono County has a compelling interest in protecting the public health, safety,  
11 and welfare of its residents and businesses, in preventing the establishment of nuisances, and the  
12 unregulated cultivation of industrial hemp is hereby declared to constitute a public nuisance; and

13           **WHEREAS**, This ordinance complies with State law and imposes reasonable regulations  
14 that the Board of Supervisors concludes are necessary to protect the public safety, health and  
15 welfare of residents and business within the County; and

16           **WHEREAS**, the Mono County Board of Supervisors has not had the opportunity to hear  
17 adequate public comment or receive comprehensive input from local communities with regard to  
18 the imposition of local land use or other regulations pertaining to the cultivation of industrial hemp;  
19 and

20           **WHEREAS**, in order to preserve the status quo within the unincorporated areas of the  
21 County and discourage harmful effects of unregulated cultivation of industrial hemp, while staff  
22 and decision makers analyze and consider potential modifications to the General Plan and other  
23 local regulations to address these issues, the Board of Supervisors adopted interim ordinance No.  
24 ORD18-14 on November 6, 2018, temporarily prohibiting the cultivation of industrial hemp within  
25 the unincorporated area of the County in accordance with Government Code section 65858 and  
26 subsequently extended it until November 5, 2019 (See Ordinance No. ORD18-17); and

27           **WHEREAS**, the Board now wishes to further extend the restrictions imposed and extended  
28 by ORD18-14 and ORD18-17, respectively, for up to one year until November 5, 2020, unless  
sooner terminated by this Board;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF  
MONO FINDS AND ORDAINS THAT:**

**SECTION ONE:** For the reasons set forth above, and hereby adopted, the cultivation of  
industrial hemp prior to the adoption of State and/or local regulations continues to pose a current  
and immediate threat to the public health, safety and welfare within the unincorporated areas of the  
County.

**SECTION TWO:** The prohibition of the cultivation of industrial hemp for any purposes,  
including cultivation by "Established Agricultural Research Institutions" as defined in FAC Section

1 81000, within the unincorporated areas of Mono County initially established by Mono County  
2 interim ordinance No. ORD18-14 is hereby extended for one year (until November 5, 2020), unless  
3 earlier terminated by ordinance of this Board, to allow for the proper study and assessment of  
4 public sentiment, State regulation and County land use and regulatory needs as they relate to the  
5 activity.

6 **SECTION THREE:** During the extended prohibition created by this ordinance, staff shall  
7 identify and analyze the relevant issues associated with the cultivation of industrial hemp and the  
8 impact these activities would have on law enforcement and the community at large, should such  
9 activities not be regulated at the local level, and shall develop recommendations for the Board  
10 regarding possible local land use or other regulations governing their implementation.

11 **SECTION FOUR:** If any section, subsection, sentence, clause, or phrase of this ordinance  
12 is for any reason held to be invalid or unconstitutional by a decision of any court of competent  
13 jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance.  
14 The Board of Supervisors hereby declares that it would have passed this ordinance, and each and  
15 every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional  
16 without regard to whether any portion of this ordinance would be subsequently declared invalid or  
17 unconstitutional.

18 **SECTION FIVE:** This ordinance shall become effective upon adoption as an urgency  
19 measure pursuant to Government Code sections 65858 and 25123 and shall remain in effect, unless  
20 earlier terminated for one year (until November 5, 2020). The Clerk of the Board of Supervisors  
21 shall post this ordinance and also publish it or a summary thereof in the manner prescribed by  
22 Government Code section 25124 no later than 15 days after the date of its adoption.

23 **PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
24 by the following vote, to wit:

- 25 **AYES:**
- 26 **NOES:**
- 27 **ABSENT:**
- 28 **ABSTAIN:**

\_\_\_\_\_  
John Peterson, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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