



# AGENDA

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

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

Teleconference Only - No Physical Location

### Regular Meeting June 2, 2020

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#### TELECONFERENCE INFORMATION

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

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

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

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

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

Visit <https://monocounty.zoom.us/j/99086601892>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 990 8660 1892.

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

Dial (669) 900-6833, then enter Webinar ID 990 8660 1892.

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

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

**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 Board minutes of the Special meeting on February 18, 2020.

**Recommended Action:** Approve the Board minutes of the Special meeting on February 18, 2020.

**Fiscal Impact:** None.

**B. Board Minutes**

Departments: Clerk of the Board

Approval of the Board minutes of the Joint Town / County meeting on February 18, 2020.

**Recommended Action:** Approve the Board minutes of the Joint Town / County meeting on February 18, 2020.

**Fiscal Impact:** None.

**C. Board Minutes**

Departments: Clerk of the Board

Approval of the Board minutes of the Special meeting on February 24, 2020.

**Recommended Action:** Approve the Board minutes of the Special meeting on

February 24, 2020.

**Fiscal Impact:** None.

**D. Board Minutes**

Departments: Clerk of the Board

Approval of the Board minutes of the Regular meeting on March 10, 2020.

**Recommended Action:** Approve the Board minutes of the Regular meeting on March 10, 2020.

**Fiscal Impact:** None.

**E. Board Minutes**

Departments: Clerk of the Board

Approval of the Board minutes of the Regular meeting on March 17, 2020.

**Recommended Action:** Approve the Board minutes of the Regular meeting on March 17, 2020.

**Fiscal Impact:** None.

**F. Board Minutes**

Departments: Clerk of the Board

Approval of the Board minutes of the Special meeting on March 26, 2020.

**Recommended Action:** Approve the Board minutes of the Special meeting on March 26, 2020.

**Fiscal Impact:** None.

**G. Board Minutes**

Departments: Clerk of the Board

Approval of the Board Minutes of the Special meeting on April 1, 2020.

**Recommended Action:** Approve the Board Minutes of the Special meeting on April 1, 2020.

**Fiscal Impact:** None.

**H. Board Minutes**

Departments: Clerk of the Board

Approval of the Board minutes of the Regular meeting on April 7, 2020.

**Recommended Action:** Approve the Board minutes of the Regular meeting on April 7, 2020.

**Fiscal Impact:** None.

**I. Board Minutes**

Departments: Clerk of the Board

Approval of the Board minutes of the regular meeting on April 14, 2020.

**Recommended Action:** Approve the Board minutes of the regular meeting on April 14, 2020.

**Fiscal Impact:** None.

**J. Agreement with Mammoth Lakes Housing to Operate County-Wide Rental Assistance Program**

Departments: Social Services

Proposed Agreement with Mammoth Lakes Housing (MLH) to use County funds received through the Whole Person Care Grant to expand the current Rental Assistance Program operated by Mammoth Lakes Housing beyond the Town of Mammoth Lakes to aid residents impacted by COVID-19 within the unincorporated area of the County.

**Recommended Action:** Approve County entry into proposed Agreement with Mammoth Lakes Housing, Inc., for the provision of Rental Assistance Program services for the period May 15, 2020 to June 30, 2021 in an amount not to exceed \$155,000 and authorize the Board Chair to sign on behalf of the County.

**Fiscal Impact:** The Agreement amount is up to \$155,000 in total, of which no more than \$10,000 will be used to operate and administer the program. The term of the agreement is May 15, 2020 to June 30, 2021. A portion of the County's Whole Person Care Grant award from this year will be used to fund this Agreement.

**K. Budget Amendment Request - Social Services**

Departments: Social Services

Budget amendment request to increase revenue and expenditures in the Senior Services budget within the Social Services Department.

**Recommended Action:** Amend the Senior Services budget within the Social Services Department by increasing revenues and expenditures, and decreasing the County General Fund contribution to the Senior Services budget (requires 4/5ths approval).

**Fiscal Impact:** Increase revenues to the Senior Services budget by \$49,442,

increase expenditures by \$9,476, and decrease the County General Fund contribution to the senior services budget by \$39,967 for a total General Fund contribution of \$119,057.

**L. Facility Access Control Policy**

Departments: Information Technology

Policy governing access to and management of County facilities which utilize electronic access control systems. Through this policy, the County will assign key cards to all employees who need access to any facility with an access control system (ACS) in lieu of physical keys. Employees are expected to manage and properly use those key cards exactly as they would a physical key. The Information Technology and Public Works Departments are responsible for the management and oversight of the County's ACS. As part of this IT will issue cards, assign permissions, and disable cards as part of their normal On-Boarding and Off-Boarding procedures.

**Recommended Action:** Approve the proposed Access Control Policy

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

**M. Third Amendment to Senior Services Contract with Inyo County**

Departments: Social Services

Third amendment to the contract with Inyo County for an increase of funds for FY 2019-20 pertaining to the Senior Services Program.

**Recommended Action:** Approve the proposed contract Amendment #3 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020 and authorize the Board Chair to execute such Amendment on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** The proposed contract amendment provides an overall increase in funding for the fiscal year 2019-20. The new amount for fiscal year 2019-20 is \$144,420. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$424,912.

**6. CORRESPONDENCE RECEIVED**

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

**A. Letter re: North Mono Basin Water and Resource Management**

A letter from Hillary Hansen Jones regarding the ongoing issue of water and resource management in north Mono Basin, including Mill and Wilson Creeks.

**B. LADWP Reply to re: Long Valley Lease Project**

A reply from the Los Angeles Department of Water and Power (LADWP) to the May 5, 2020 letter from the Board of Supervisors regarding the Long Valley Lease Project.

**C. CDFW Letter to Board re: Lundy Hydroelectric Project**

A letter from the California Department of Fish and Wildlife (CDFW) to the Board clarifying its role in regards to Southern California Edison's Lundy Hydroelectric Project.

**D. Letter to Governor Newsom from California Legislature Members**

A letter to Governor Newsom from Senator Brian Dahle (1st District), Senator Shannon Grove (16th District), and Assemblywoman Megan Dahle (1st District) expressing concerns about the effects of travel restrictions on tourism for rural California.

**7. REGULAR AGENDA - MORNING**

**A. Mono County Libraries Update**

Departments: Mono County Library

10 minutes (5 minute presentation; 5 minute discussion)

(Christopher Platt, Librarian) - Update from Mono County Librarian Christopher Platt about the Mono County libraries, including re-opening and the Summer Reading program.

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

**Fiscal Impact:** None.

**B. Civic Center Update**

Departments: Public Works

20 minutes

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

**Recommended Action:** None; Informational only.

**Fiscal Impact:** None.

**C. Unrepresented/At-Will Employee and Officer Benefits and Compensation**

Departments: CAO

15 minutes (5 minute presentation; 10 minute discussion)

(Bob Lawton, Acting CAO) - (1) Proposed resolution adopting amended Policy Regarding Benefits of Management-Level Officers and Employees to cap vacation accrual and modify health insurance provisions; (2) Proposed resolution to forego cost of living adjustments (COLAs) for unrepresented employees for 2019 and 2020, implement a 3.25% COLA for 2021 only, authorize the use of 2020 merit leave in 2021, and set forth conditions for implementation of 2% COLAs in 2022 and 2023.

**Recommended Action:** Read summary of recommendation (from Staff Report). Adopt proposed resolutions. Provide any desired direction to staff.

**Fiscal Impact:** The proposed resolutions increase at-will (and selected elected officials') compensation by \$163,162 in calendar year 2021, offset with healthcare savings of \$306,216, for a net savings of \$143,054. Projected net savings in 2022 is estimated at \$58,662 and this proposal is projected to cost the County a net \$26,847 in 2023.

**D. Employment Agreement - Alicia Vennos, Economic Development Director**

Departments: Human Resources, CAO

5 Minutes

(Dave Butters, Human Resources Director; Bob Lawton, Acting CAO) - Proposed resolution approving a contract with Alicia Vennos as Economic Development Director and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Adopt Resolution #R20-\_\_\_, approving a contract with Alicia Vennos as Economic Development Director 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:** The cost for this position for the remainder of FY 2019-2020 (June 2 to June 30th) is approximately \$14,675 of which \$8,898 is salary and \$5,776 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2020-2021) would be \$191,307 of which \$116,004 is annual salary and \$75,303 is the cost of the benefits.

**E. Employment Agreement - Louis Molina, Environmental Health Manager**

Departments: Human Resources, Public Health

5 minutes

(Dave Butters, Human Resources Director; Sandra Pearce, Public Health Director) - Proposed resolution approving a contract with Louis Molina as Environmental Health Manager and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Adopt Resolution #R20-\_\_\_, approving a contract with Louis Molina as Environmental Health Manager, 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:** The cost for this position for the remainder of FY 2019-2020 (June 2 to June 30th) is approximately \$13,872 of which \$8,346 is salary and \$5,525 is the cost of the benefits. Total cost for a full fiscal year (2020-2021) would be \$180,836 of which \$108,804 is annual salary and \$72,032 is the cost of the benefits.

**F. Employment Agreement - Robin Roberts, Behavioral Health Director**

Departments: Human Resources, CAO

5 minutes

(Dave Butters, Human Resources Director; Bob Lawton, Acting CAO) - Proposed resolution approving a contract with Robin Roberts as Director of Behavioral Health, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Adopt Resolution #R20-\_\_\_\_, approving a contract with Robin Roberts as Director of Behavioral Health 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:** The cost for this position for the remainder of FY 2019-2020 (June 2 to June 30th) is approximately \$16,013 of which \$9,819 is salary and \$6,194 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2020-2021) would be \$208,758 of which \$128,004 is annual salary and \$80,754 is the cost of the benefits.

**G. FY 2020-21 Budget Update**

Departments: Finance, CAO

45 minutes

(Janet Dutcher) - CAO and Finance will update the Board about current FY 2020-21 budget development efforts.

**Recommended Action:** Receive information and provide direction to staff, if desired.

**Fiscal Impact:** None.

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

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

**9. CLOSED SESSION**

**A. Closed Session - Human Resources**



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

**B. Closed Session - Public Employment**

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

**C. Closed Session - Public Employee Appointment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer.

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

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

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

**11. REGULAR AGENDA - AFTERNOON**

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

Departments: CAO

(Bob Lawton, Acting CAO) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Public Health Update; (2) Advocacy letter to state representatives regarding backfill of realignment funding for safety net services; (3) Reopening plan--lodging/hospitality and Yosemite Gateway Area Coordination Team advocacy letter; and (4) Update and discussion regarding campgrounds and RV Parks.

**Recommended Action:** Consider and potentially approve Yosemite Gateway Area Coordination Team advocacy letter. Consider and potentially direct staff and/or an ad hoc committee of the Board to develop a plan for reopening lodging and return to the Board for consideration. Consider and potentially approve letter

regarding backfill of realignment funding. Provide any other 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** June 2, 2020

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**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)

Approval of the Board minutes of the Special meeting on February 18, 2020.

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### RECOMMENDED ACTION:

Approve the Board minutes of the Special meeting on February 18, 2020.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@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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[2-18-2020 Special Draft Minutes](#)

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### History

Time	Who	Approval
5/29/2020 3:13 PM	County Administrative Office	Yes
5/28/2020 1:27 PM	County Counsel	Yes
5/14/2020 11:55 AM	Finance	Yes



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

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes,  
CA 93546

**Special Meeting  
February 18, 2020**

<b>Flash Drive</b>	<b>Portable Recorder</b>
<b>Minute Orders</b>	<b>M20-39 Not Used</b>
<b>Resolutions</b>	<b>R20-24 Not Used</b>
<b>Ordinance</b>	<b>ORD20-02 Not Used</b>

Meeting Called to Order by Chair Corless.

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

11:24  
AM

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\\_](http://www.monocounty.ca.gov/meetings_)

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

No one spoke.

**2. AGENDA ITEMS**

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 452 Old Mammoth Road, Mammoth Lakes. Agency negotiators: Dave Wilbrecht and Shields Richardson. Negotiating parties: Mono County and 452 OM RD., Investors, LLC. Under negotiation: Price and terms of lease.

Closed Session: 11:24 am

Reconvene:

**Note:**

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

Nothing to report out of Closed Session.

## **B. Fourth Amendment to Sierra Center Mall Lease**

Departments: CAO

(Dave Wilbrecht) - Proposed amendment to lease with 452 OM RD Investors, LLC, to extend the term of the County's lease at the Sierra Center Mall through May 31, 2020.

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

**Jason Canger, Deputy County Counsel:**

- Introduced item.

No Action. The contract was approved by the Board, but it was determined after the meeting that the contract that the Board approved was not the one added to the agenda and made available to the public, so the correct contract will be brought to the Board for approval at the February 24, 2020 Special Meeting.

## **C. Civic Center Update**

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

**Action:** None.

**Tony Dublino, Public Works Director:**

- Gave update.

**ADJOURNED at 12:17 PM**

**ATTEST**

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**STACY CORLESS  
CHAIR OF THE BOARD**

---

**SCHEEREEN DEDMAN  
SR. DEPUTY CLERK**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 2, 2020

**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 Board minutes of the Joint Town / County meeting on February 18, 2020.

**RECOMMENDED ACTION:**

Approve the Board minutes of the Joint Town / County meeting on February 18, 2020.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">2-18-2020 Joint Special Draft Minutes</a>

**History**

Time	Who	Approval
5/29/2020 3:14 PM	County Administrative Office	Yes
5/26/2020 7:40 AM	County Counsel	Yes
5/14/2020 11:55 AM	Finance	Yes



**SPECIAL MEETING MINUTES  
SPECIAL JOINT MEETING  
BOARD OF SUPERVISORS AND MAMMOTH LAKES TOWN COUNCIL  
COUNTY OF MONO  
STATE OF CALIFORNIA**

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes,  
CA 93546

**Special Meeting  
February 18, 2020**

<b>Flash Drive</b>	<b>Portable Recorder</b>
<b>Minute Orders</b>	<b>M20-39 Not Used</b>
<b>Resolutions</b>	<b>R20-24 Not Used</b>
<b>Ordinance</b>	<b>ORD20-02 Not Used</b>

12:17 PM Meeting Called to Order by Chair Corless.

*Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump.  
Councilmembers Present: Sauser, Salcido, Wentworth, Hoff, Stapp  
Supervisors Absent: None.*

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Pledge of Allegiance led by TOML Mayor Sauser.

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

**Alicia Vennos, Economic Development Director, Michael Vanderhurst, Mammoth Lakes Tourism:**

- Presented the Golden Poppy Award, won for Best Cooperative Marketing Campaign with Mammoth Lakes Tourism, Inyo County, Bishop Chamber of Commerce for the Eastern Sierra Fall Color Campaign

Moved to item 2a.

**Comment made after item 2c.**

**Name not provided, Mammoth Historical Society:**

- Comment regarding the Mammoth Historical Society's relationship with Inyo National Forest.

Moved to item 2b.

**Note:**

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

## 2. AGENDA ITEMS

### A. Mono County Elections Update

Departments: Elections

(Shannon Kendall) - The Mono County Registrar of Voters will provide a brief update on the progress and preparation for the March 3, 2020 Presidential Primary Election.

**Action:** None.

**Shannon Kendall, Registrar of Voters, Helen Nunn, Asst. Registrar of Voters:**

- Provided update of March 3, 2020 Election.

Moved to item 2e.

### B. Solid Waste Program Update

Departments: Mono County Public Works - Solid Waste Division / TOML Administration

(Justin Nalder, Mono County Solid Waste Superintendent / Dan Holler, TOML Town Manager) - Update on solid waste programs in Mono County and the Town of Mammoth Lakes.

**Action:** None.

**Justin Nalder, Solid Waste Superintendent**

**Dan Holler, TOML Town Manager:**

- Provided update.

Moved to item 2d.

### C. Southern California Edison Wildfire Mitigation Update

Departments: Mono County / TOML

(Cal Rossi, SCE; Nate Greenberg, IT) - A presentation by Southern California Edison (SCE) and staff providing updates about vegetation management, fire threat reduction, and the Public Safety Power Shutoff program.

**Action:** None.

**Cal Rossi**

**Don Daigler**

**Tom Rolinski**

**Mike Marelli**

**Bob Stiens**

**Brian Sprinkle:**

- From SCE, went through PowerPoint presentation.

**Break:**

**Reconvene:**

Moved to item 1.

### D. Housing Program and Projects Update

Departments: TOML

**Note:**

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



(Dan Holler, Town Manager) - Discussion, update and direction on Town and County housing programs, projects, efforts to increase affordable, community workforce housing, partnerships, funding structure and options for additional funding including an update on the Town's Parcel Project.

**Action:** None.

**Bill Sauser, Mayor, Town of Mammoth Lakes Town Council:**

- Recused himself.

**Sandra Moberly, Community and Economic Development Director  
Nolan Bobroff, Housing Coordinator**

- Provided update.

## **E. Town / County Project Updates**

Departments: TOML / Mono County

(Staff) - An update of various projects being worked on by the Town of Mammoth Lakes and Mono County including: Roads/ SB1 funding, the Civic Center, the jail, Tioga Inn, Community Recreation Center, Mono Arts Council, sidewalk improvements, beautification, and parks.

**Action:** None.

**Dan Holler, TOML Town Manager**

**Steve Barwick, Mono County CAO**

- Provided update.

Moved to item 2c.

**ADJOURNED at 4:01 PM**

**ATTEST**

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**STACY CORLESS  
CHAIR OF THE BOARD**

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**SCHEEREEN DEDMAN  
SR. DEPUTY CLERK**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 2, 2020

**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 Board minutes of the Special meeting on February 24, 2020.

**RECOMMENDED ACTION:**

Approve the Board minutes of the Special meeting on February 24, 2020.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
5/29/2020 3:14 PM	County Administrative Office	Yes
5/26/2020 7:41 AM	County Counsel	Yes
5/14/2020 11:55 AM	Finance	Yes



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

Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road,  
Mammoth Lakes, California, 93546

**Special Meeting  
February 24, 2020**

<b>Flash Drive</b>	<b>Portable Recorder</b>
<b>Minute Orders</b>	<b>M20-39 – M20-40</b>
<b>Resolutions</b>	<b>R20-24 Not Used</b>
<b>Ordinance</b>	<b>ORD20-02 Not Used</b>

9:36 AM Meeting Called to Order by Chair Corless.

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

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Pledge of Allegiance led by Supervisor Corless.

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

No one spoke.

**2. AGENDA ITEMS**

**A. Comment Letter - Density Bonus Regulations within the Town of Mammoth Lakes**

Departments: Board of Supervisors

The Town of Mammoth Lakes is considering updating its zoning regulations to expand the availability of density bonuses for qualified affordable housing projects. The Town's proposal would encourage small-scale, dispersed housing development and contribute to the preservation of neighborhood and residential character while expanding the availability of affordable housing. The proposed letter conveys the Board of Supervisors' support for the Town's proposal.

**Note:**

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

**Action:** Approve letter as drafted.

**Kreitz moved; Peters seconded**

**Vote: 5 yes; 0 no**

**M20-39**

**Supervisor Kreitz:**

- Gave overview of item.

## **B. Civic Center Update**

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

**Action:** None.

**REMOVED FROM AGENDA**

## **C. Board Reports**

Departments: Board of Supervisors

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

**Action:** None.

**Supervisor Corless:**

- Activities related to state forest management task force, building forest management capacity locally—will give full report on 3/10
- 2/14 ESCOG; Meeting with INF Supervisor Tammy Randall-Parker and Mammoth District Ranger Gordon Martin regarding special event/use permits.
- 2/19 RCRC Executive Committee Meeting
- 2/20 Wildlife Stewardship Team meeting—trying to help with funding, improving grant application to Wildlife Conservation Board
- Heading to DC 2/24 with RCRC for meetings/advocacy in advance of the NACo Legislative Conference.

**Supervisor Gardner:**

- On Wednesday Feb. 12 I attended the Mono Basin RPAC meeting in Lee Vining. Topics discussed included a report from the Housing Subcommittee on potential community sites for affordable housing, a presentation and discussion from a SCE representative about their ongoing construction project at the Lee Vining Substation, and the status of USFS positions at the South Tufa State Reserve this summer.
- On Feb. 13 I participated in a housing seminar with Supervisor Kreitz. It focused on both affordable housing needs and homelessness. Two important takeaways I got from this seminar were that state policy and expenditures over the years has substantially benefitted property owners compared to renters, and not by a small amount. There simply has not been an equitable approach by any means. The other takeaway was that we must get beyond the traditional view of our homeless population, and rather see them as socially vulnerable people who could benefit from much more attention before they fall into crisis. We cannot ignore those who are already homeless, but we may be able to stop the downward spiral for many who are heading that way through more aggressive

**Note:**

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- and creative policies.
- On Friday Feb. 14 I attended with Supervisor Corless the Eastern Sierra Council of Governments (ESCOG) meeting Mammoth. The agenda covered several topics, including acknowledgement of the legal establishment of ESCOG as a Joint Powers Authority (JPA), and the initiation of organizational policies and procedures to get the JPA moving, a review of the status and related issues concerning the Bishop Airport, which is scheduled to begin commercial air service in October or November of this year, an update on the status of the Eastern Sierra Sustainable Recreation Partnership (ESSRP), including grants already received and those with potential for the region, and a summary of regional housing activities. It is truly useful for me to get an overall region-wide perspective on many ongoing programs, so we can benefit from each entity's work, perhaps do some joint planning, and avoid duplication.
- Later Friday the 14<sup>th</sup> I participated with Supervisor Kreitz in the monthly meeting of the Eastern Sierra Transit Authority Board. We discussed several items, including pending grant applications, an update on ESTA's drug and alcohol testing policy, and monthly financial and operations reports. We also approved a policy to begin to fund ESTA's Other Post-Employment Benefits (OPEB) costs. After the meeting I participated with ESTA's Executive Director and two other Board members in providing input for ESTA's Strategic Business Plan for 2020-2022. This plan will include goals linked to specific objectives and tasks that will be monitored regularly with the Board at our meetings.
- On Wednesday February 19 I attended a meeting of the June Lake Chamber of Commerce Board. The primary topic of discussion was the Chamber's continued interest in working with Alterra to initiate improvements to June Mountain in a collaborative approach. The Chamber intends to present their concerns and suggestions to our Board in March.

**Supervisor Kreitz:**

- The CCP report writing sub committee met on Wednesday, February 12 to discuss the progress of updating the CCP 5 year strategic plan. The group is proposing some significant amendments in an effort to provide a document that is user friendly and informative.
- Also on February 12, I met with the Census 2020 Committee to work on finalizing flyers and hand outs for the upcoming U.S. Census. You can start completing the Census online beginning on March 12th.
- Later that afternoon I attended the Town of Mammoth Lakes Planning and Economic Development Commission meeting in order to participate in the Town's proposed update to their local density bonus policy. This is an opportunity for additional workforce homes to be created through the Town's subsidy of additional units on land not currently allowed such density. If done well, this could result in some additional homes for our local community members.
- On Thursday, February 13th I participated in a workshop on Housing along with colleagues Supervisor Gardner, MMSA, County and Town staff. It was a fresh reminder to the importance of not thinking within a box when working towards community housing solutions.
- This same day, I attended the Quarterly Treasury Oversight Committee meeting. The Mono County Finance staff is doing an excellent job at keeping the pool of fund invested in the most safe, yet prosperous means available in this funky financial time of the inversion of the 2 year and 10 year treasury bills.
- On Friday, February 14th I participated on the Board of ESTA where we authorized the creation of an Other Post Employment Benefits (OPEB) trust fund account policy to help create investment returns to pay for the ongoing costs of future retired employees' health benefits.
- On Wednesday February 19th I attended the CCP general committee meeting.
- A parting quote - "If you could kick the person in the pants responsible for most of your trouble, you wouldn't be able to sit for a month." - Theodore Roosevelt

**Note:**

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**Supervisor Peters:**

- 11<sup>th</sup> BP RPAC and BP Chamber
- 12<sup>th</sup> CSAC Resiliency Advisory Board
- Discussed Resiliency Bond
- 13<sup>th</sup> CSAC BOD Meeting
- Redistricting and what it means to Counties
- Adopted the 2020 State and Federal Legislative Priorities
- 13<sup>th</sup> Senator Borgeas w/Griffith's
- 21<sup>st</sup> WIR BOD meeting Rural Economic Dev Workforce Housing Dev Biosecurity & Invasive species (Formal Data Collection and sharing.
- Governors appoint members to WGA's new Western Invasive Species Council
- Western Governors have launched the Western Invasive Species Council (WISC) to enhance coordination between existing state invasive species councils, improve communication and collaboration on regional biosecurity and invasive species control efforts, and to advocate for regional needs at the federal level.
- The Governors authorized creation of the council through the WGA Policy Resolution *Biosecurity and Invasive Species Management*. At that time, they also directed that the work of WISC initially be coordinated through WGA to address cross-boundary and cross-jurisdictional invasive species management challenges.
- WGA is pleased to announce that the Governors of 17 western states and territories have a
- appointed members to the WISC. The members include:
- **California:** Kevin Shaffer, *Fisheries Branch Chief, California Department of Fish and Wildlife*
- **Upcoming:**
- WIR Board of Directors and NACO
- Defense Installations Summit
- BLM Deputy Director William Perry Pendley
- Vicki Christiansen Chief of US Forest Service

**Supervisor Stump:**

- 2-13 : Attended the Owens Valley Groundwater Authority - Another of the Consultants phased reports on the status of the Basin - Tri Valley Water Commission and the Sierra Highlands CSD requested to be removed from the JPA and those requests were granted.

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 452 Old Mammoth Road, Mammoth Lakes. Agency negotiators: Dave Wilbrecht and Shields Richardson. Negotiating parties: Mono County and 452 OM RD., Investors, LLC. Under negotiation: Price and terms of lease.

**Out of Closed Session at 10:34 a.m.**

*Closed Session: 10:12 AM*

*Reconvene: 10:34 AM*

Nothing to report out of Closed Session.

**E. Fourth Amendment to Sierra Center Mall Lease**

Departments: County Administrative Office / County Counsel

**Note:**

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

County Administrative Office, County Counsel's Office  
(Steve Barwick, Dave Wilbrecht, Stacey Simon, Jason Canger) - Execution or Ratification of Fourth Amendment to Lease at Sierra Center Mall for County Office Space.

**Action:** Authorize Chair of the Board of Supervisors to execute Fourth Amendment to Lease at Sierra Center Mall, as amended.

**Kreitz moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M20-40**

**Jason Canger:**

- Gave overview of proposed amendment to lease. Recommended execution.

**F. Closed Session - Existing Litigation  
Back into Closed Session at 10:40 a.m.**

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

**G. Closed Session - Public Employment**

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

*Closed Session: 10:40 AM*

*Reconvene: 12:31 PM*

Nothing to report out of Closed Session.

**ADJOURNED at 12:31 p.m.**

**ATTEST**

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**STACY CORLESS  
CHAIR OF THE BOARD**

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**HELEN NUNN  
ASST. CLERK OF THE BOARD**







OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 2, 2020

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**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)

Approval of the Board minutes of the Regular meeting on March 10, 2020.

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### RECOMMENDED ACTION:

Approve the Board minutes of the Regular meeting on March 10, 2020.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@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

[3-10-2020 DRAFT Minutes](#)

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### History

Time	Who	Approval
5/29/2020 3:14 PM	County Administrative Office	Yes
5/28/2020 1:29 PM	County Counsel	Yes
5/14/2020 11:55 AM	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  
March 10, 2020**

<b>Flash Drive</b>	<b>Portable Recorder</b>
<b>Minute Orders</b>	<b>M20-40 – M20-45</b>
<b>Resolutions</b>	<b>R20-24 – R20-29</b>
<b>Ordinance</b>	<b>ORD20-02 Not Used</b>

9:06 AM Meeting Called to Order by Chair Corless.

*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 Peters.

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

**Patti Hamic Christensen, Northern Mono Hospice:**

- Provided an update. Handed out a brochure (available in additional documents).

**Supervisor Corless:**

- “When I was a boy and I would see scary things in the news, my mother would say to me, “Look for the helpers. You will always find people who are helping.” Fred Rogers.

Item 7h moved to next Board of Supervisors meetings, March 17.  
Items 11 a and b are being swapped.

**2. RECOGNITIONS**

**A. Employee Recognition - Juvenile Dependency Program**

**Note:**

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

Departments: Social Services and County Counsel

(Kathy Peterson and Stacey Simon) - Presentation by Social Services Director Kathy Peterson and County Counsel Stacey Simon recognizing staff for their role in obtaining feedback of "exemplary" and "virtually perfect" in the California Judicial Council's 2019 review of the County's juvenile dependency court practice and legal compliance.

**Action:** Recognize social workers and County Counsel staff involved in the child dependency process for their outstanding work.

**Stacey Simon, County Counsel:**

- Introduced item.

**Kathy Peterson, Social Services Director:**

**Michelle Raust**

**Karin Humiston, Probation Chief**

**Robin Roberts, Behavioral Health Director**

Moved to item 7a.

### 3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

**Steve Barwick, CAO:**

- Thanked Board for comments recognizing employees.
- Welcomed Bob Lawton, Assistant CAO.
- Multi-year financial forecast.
- Coronavirus.
- Strategic Planning Workshop

### 4. DEPARTMENT/COMMISSION REPORTS

**Pat Espinosa, Senior Services Manager:**

- Senior Services update.

**Wendy Sugimura, Community Development Director:**

- Tioga Inn Community Housing project update.
- Introduced new planner, April Sall.

### 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 Board Minutes of the Board of Supervisors Regular meeting on January 14, 2020.

**Action:** Approve the Board Minutes of the Board of Supervisors Regular meeting on January 14, 2020, as amended.

**Stump moved; Peters seconded**

**Vote: 5 yes; 0 no**

**M20-41**

**Note:**

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**Supervisor Stump:**

- Correction: Page 5 of 10, Supervisor Stump's comments, changed the word "sent" to "send."

**B. Board Minutes**

Departments: Clerk of the Board

Approval of the Board Minutes of the Board of Supervisors Regular meeting on January 21, 2020.

**Action:** Approve the Board Minutes of the Board of Supervisors Regular meeting on January 21, 2020, as amended.

**Kreitz moved; Peters seconded**

**Vote: 5 yes; 0 no**

**M20-42**

**C. Resolution approving use of a five-year audit cycle for Antelope Valley Water District**

Departments: Finance

Resolution approving use of a five-year audit cycle for Antelope Valley Water District in lieu of an annual audit.

**Action:** Approve Resolution R20-24, Approving use of a five-year audit cycle for Antelope Valley Water District in lieu of an annual audit.

**Kreitz moved; Peters seconded**

**Vote: 5 yes; 0 no**

**R20-24**

**D. HOME Investment Partnerships Program - Corrected Resolution**

Departments: Finance

Mono County was awarded \$500,000 in 2018 HOME funding. Recently, Finance was notified by the Department of Housing & Community Development that one correction is required to R18-41 to list applied for activities in order to finalize the County's 2018 HOME Standard Agreement.

**Action:** Approve Resolution R20-25, replacing prior resolution R18-41, and authorizing the submittal of an application for funding under the Home Investment Partnerships Program (HOME), execution of a Standard Agreement and amendments thereto and of any related documents necessary to participate in the HOME Investment Partnerships Program to fund the Mono County First Time Homebuyer Program.

**Kreitz moved; Peters seconded**

**Vote: 5 yes; 0 no**

**R20-25**

**E. SB-2 Planning Grant Resolution Revision - Corrected Resolution**

**Note:**

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

Departments: Community Development

Proposed resolution superseding and replacing Resolution R19-80, which authorized staff to file an application for SB2 Planning Grant Program funding for two projects: 1) prescriptive designs for accessory dwelling units (ADUs); and 2) California Environmental Quality Act (CEQA) streamlining checklist for greenhouse gas (GHG) emissions, to change the authorized signatory from County Administrative Officer and Board Chair, to Community Development Director, without making additional changes.

**Action:** Adopt proposed resolution R20-26, Authorizing application for, and receipt of, SB 2 Planning Grants Program Funds and Superseding and replacing Resolution R19-80.

**Kreitz moved; Peters seconded**

**Vote: 5 yes; 0 no**

**R20-26**

## 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. Tioga Green Letter re: Reduced Signage

A letter from Tioga Green in Lee Vining discussing "uninformed" visits to the business, where visitors are not aware that it is a cannabis store.

**Supervisor Gardner:**

- Is aware of the issue, has met with owners, is hoping that the county can be responsive.

**Supervisor Kreitz:**

- Also met with the owners and staff, and would like it brought back to the Board to discuss.

**Wendy Sugimura, Community Development Director:**

- Waiver has been requested, will bring back as part of that item.

### B. Casa Diablo IV Notice of Preparation

From the Great Basin Unified Air Pollution Control District (District), included in the agenda is the Notice of Preparation (NOP) for the Casa Diablo IV Geothermal Power Plant Project Supplemental Environmental Impact Report (SEIR). If you have any questions about the attached NOP, please contact Ann Logan, Deputy Air Pollution Control Officer at (760) 872-8211.

**Supervisor Corless:**

- Corrected NOP (available in additional documents).

**Stacey Simon, County Counsel:**

- Reminder that Mono County was listed as a respondent.

**Note:**

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Moved to item 7b.

## 7. REGULAR AGENDA - MORNING

### A. Walker Military Operations Area Airspace Update

Departments: Board of Supervisors

(Major Chad Nedeau, Douglas E. Power) - A presentation from Major Chad Nedeau from the United States Marine Corps Mountain Warfare Training Center (MWTC) in Bridgeport, California on the Walker Military Operations Area designated airspace.

**Action:** None.

**Major Chad Nedeau, Mountain Warfare Training Center:**

- Introduced item, went through presentation.

Moved to item 3.

### B. Joint Representation Agreement - Goldfarb & Lipman LLC

Departments: County Counsel

(Anne Frievalt) - Proposed agreement with the law firm of Goldfarb & Lipman consenting to its joint representation of both Mono County and Mammoth Lakes Housing in the negotiation and drafting of an affordable housing monitoring agreement and waiving potential conflicts of interest pertaining thereto.

**Action:** Approve entry into proposed joint representation agreement and authorize County Counsel to execute said agreement on behalf of the County.

**Kreitz moved; Stump seconded**

**Vote: 5 yes; 0 no**

**M20-43**

**Anne Frievalt, Assistant County Counsel:**

- Introduced item.

### C. Travel, Per Diem, and Food and Beverage Policy

Departments: Finance, County Counsel

(Janet Dutcher and Stacey Simon) - County per diem rates have not been increased since 2006 and, accordingly, have not kept pace with current costs and circumstances. In addition, County policies regarding travel, per diem and food and beverage reimbursement have historically been located in four different locations: (1) Rules 620-660 of the Mono County Personnel Rules; (2) Resolutions 95-02, as amended by R06-63; (3) Resolution 08-55; and (4) individual bargaining unit MOUs. During the last round of negotiations, references to travel and per diem rates were removed from all employee MOUs, with the understanding that a single, comprehensive policy would be enacted. The proposed policy fulfills that understanding.

**Action:** Adopt proposed resolution R20-27, Adopting a comprehensive policy for travel, per diem (meal) and food and beverage reimbursement and

**Note:**

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superseding and replacing Resolutions R95-02, R06-63 and R08-55.

**Peters moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**R20-27**

**Stacey Simon**

- Corrected the format of the staff reports.
- Introduced items.

**Janet Dutcher, Finance Director:**

- Departments input reimbursement claims, also credit card travel charges.

*Break: 10:20 AM*

*Reconvene: 10:31 AM*

#### **D. Use of Funds for Owens Valley Groundwater Authority (OVGA) Membership and Vote Share**

Departments: County Counsel

(Jason Canger, Deputy County Counsel) - Use of Previously Budgeted Funds to Maintain or Increase the County's Vote Share on the Owens Valley Groundwater Authority Board of Directors.

**Action:** Authorize the Mono County OVGA Director to allow that representative use of previously committed funds to increase the County's vote share on the Owens Valley Groundwater Authority Board of Directors.

**Stump moved; Gardner seconded**

**Vote: 4 yes; 1 no**

**M20-44**

**Jason Canger, Deputy County Counsel:**

- Introduced item.

Supervisor Kreitz voted no.

Moved to items 7f and g.

#### **E. Coronavirus Update**

Departments: Public Health

(Sandra Pearce) - Presentation by Sandra Pearce, Public Health Director, regarding Coronavirus (COVID-19) in the United States and public outreach/educational meetings planned in coming weeks within Mono County.

**Action:** None.

**Sandra Pearce, Public Health Director:**

- Introduced Bryan Wheeler

**Bryan Wheeler:**

- Went through presentation (available in additional documents).
- Provided hand outs (available in additional documents).

**Steve Barwick:**

- Discussed communications.

**Note:**

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

## **F. Employment Agreement with Kim Bunn as Assistant Finance Director - Auditor / Controller**

Departments: Finance

(Janet Dutcher) - Proposed resolution approving a contract with Kimberly Bunn as Assistant Finance Director - Auditor / Controller, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Announce Fiscal Impact. Approve Resolution #R20-28, Approving a contract with Kimberly Bunn as Assistant Finance Director - Auditor / Controller, 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:** The cost for this position for the remainder of FY 2019-2020 is approximately \$51,520 of which \$36,000 is salary and \$15,520 is benefits, and enough budget is available for FY 2019-20. The cost for an entire fiscal year is approximately \$154,562, of which \$108,000 is salary and \$46,562 is benefits.

**Peters moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**R20-28**

**Janet Dutcher:**

- Introduced item.

Fiscal impact announced by Chair Corless.

## **G. Amendment to Employment Agreement with Gerald Frank as Assistant Finance Director - Treasurer / Tax Collector**

Departments: Finance

(Janet Dutcher) - Proposed resolution approving an amendment to the employment agreement with Gerald Frank as Assistant Finance Director - Treasurer / Tax Collector to increase base pay from \$8,333 per month to \$9,000 per month.

**Action:** Announce fiscal impact. Adopt Resolution #R20-29, Amending the employment contract with Gerald Frank as Assistant Finance Director - Treasurer / Tax Collector.

**Fiscal Impact:** Increases cost of this position for the remainder of FY 2019-2020 by \$2,869, of which \$2,668 is salary and \$201 is benefits. The Department has enough budget savings to cover the increase. The annual increased cost of this position is \$8,607, of which \$8,004 is salary and \$603 is benefits.

**Gardner moved; Peters seconded**

**Vote: 5 yes; 0 no**

**R20-29**

**Janet Dutcher:**

- Introduced item.

Fiscal impact announced by Chair Corless.

## **H. FY 2020-21 Budget Update**

**Note:**

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



Departments: CAO and Finance

(Janet Dutcher) - CAO and Finance will update the Board about the FY 2020-21 budget development process.

**Action:** None

Item moved to March 17 meeting.

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

No one spoke.

**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). Unrepresented employees: All.

**B. Closed Session - Public Employment**

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

**C. 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: 1. Facts and circumstances: Request by ATT for Refund of a portion of unitary taxes paid in 2014-2015 Tax Year.

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

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

**E. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Claim for damages filed by Cory Zila against Mono County.

**F. Closed Session - Existing Litigation**

**Note:**

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

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

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

*Closed Session: 12:12 PM  
Reconvene: 2:12 PM*

Nothing to report out of Closed Session.

Moved to item 11b.

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

No one spoke.

**11. REGULAR AGENDA - AFTERNOON**

**A. Presentation on Solid Waste Fee Waiver Programs**

Departments: Public Works - Solid Waste

Tony Dublino / Justin Nalder) - Presentation by Director of Public Works Tony Dublino and Justin Nalder, Solid Waste Superintendent / Environmental Manager regarding Solid Waste Fee Waiver Programs - wood waste voucher program, and the manure waiver program.

**Action:** None.

**Tony Dublino, Public Waste Director:**

- Presented item.

**Justin Nalder, Solid Waste Superintendent:**

- Continued discussion of the item.

Ron Day, Long Valley Fire Department:  
Rhonda Duggan District 2 Resident

Board consensus to charge for manure.

**B. Review of Tipping Fees for Special Handling Waste Streams**

Departments: Public Works - Solid Waste

(Justin Nalder) - Presentation by Solid Waste Superintendent on the Fees and Costs of Special Handling Solid Waste Services: wood waste, treated wood, manure, and propane tanks.

**Action:** None.

**Justin Nalder, Solid Waste Superintendent:**

- Presented item.

**Note:**

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

- Public comment available in additional Documents.

### **C. Civic Center Update**

Departments: Public Works

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

**Action:** None.

**Tony Dubilno**

**Nate Greenberg, IT Director**

- Provided update.

### **D. Agreements/Purchase Orders for Furniture and Related Services for the Mono County Civic Center**

Departments: CAO, County Counsel

(Nate Greenberg) - Proposed contracts/purchase orders with Hon Co., Haworth, Inc., and Reno Business Interiors for the purchase of furniture and related delivery and assembly services for the Mono County Civic Center and consider requested budget appropriation increases. 4/5 vote required.

**Action:** 1. Authorize the County Administrative Office to approve purchase orders with Reno Business Interiors in an amount up to \$900,000 for the purchase of furniture and furnishings in the South County Civic Center (Civic Center). 2. Authorize and approve an increase in budget appropriations in the total amount of \$150,000, specifically (i) \$75,000 from 1991 Realignment Funds and 2011 Realignment Funds, shared equally, for the Social Services Department; (ii) \$25,000 from 2011 Realignment Funds for the Behavioral Health Department; and (iii) \$75,000 from Asset Forfeiture Funds for the District Attorney's Office.

**Stump moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-45**

**Dave Wilbrecht:**

- Presented item.
- Updated attachments available in additional documents.

## **12. BOARD MEMBER REPORTS**

**Supervisor Corless:**

- Close meeting in memory of Jack Copeland.
- 2/20—RCRC Executive Committee
- 2/25-3/2—Washington, DC with RCRC and NACo legislative conference. Meetings with Reps. Cook, Costa, Garamendi, USFS Chief Vickie Christensen and Deputy Chief Chris French.

**Note:**

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

- 3/4 – 3/5—Sierra Nevada Conservancy board meeting and Watershed Improvement Program Summit. Two Mono County projects were funded—phase 2 of the June Mountain project, and pre-planning for the landscape-scale project around Mammoth.
- As part of future governance workshop, discuss how to improve board reporting out on assignments.

**Supervisor Gardner:**

- On Tuesday Feb. 25 I met with officials from the LA Department of Water and Power to talk about possible property in the Lee Vining community that might be available for workforce and affordable housing projects. On Thursday Feb. 27 Supervisor Kreitz and I met with officials from the Eastern Sierra Unified School District to talk about possible interest they may have in selling land for housing projects.
- From Feb. 28 to March 4 I attended the National Association of Counties (NACO) Legislative Conference in Washington, DC. I will prepare a separate report about this conference.
- Yesterday morning I attended a meeting of the Ad Hoc Administration Committee of the Eastern Sierra Council of Governments/Joint Powers Authority. This committee is working on the administrative requirements to get the ESCOG/JPA operational.
- Last night I attended a meeting of the Mono Basin Fire Safe Council. This group continues to work on several projects all aimed at fire prevention and preparedness.

**Supervisor Kreitz:**

- MLH 2019 Annual Report: <https://mammothlakeshousing.org/2019-annual-report/>
- Feb. 19th CCP General Committee meeting
- Monday, February 24th, attended a special meeting of the Board of Supervisors
- Wednesday February 26th, I had meeting with Tioga Green.
- Thursday, February 27th I met with ESUSD staff along with Supervisor Gardner, and Mono Basin RPAC meme bear to discuss the possible sale/use of District land for workforce housing.
- February 29th, I participated in an all-day series of Community Economic Workforce Development Committee meetings at the National Association of Counties (NACo). The next day I attended a workshop on childcare. Two Counties presented their efforts to address childcare needs, one with general funds and one using a millage (6year).
- March 5, I attended a MLH Governance Committee Meeting
- Yesterday, March 9, I attended the LTC Meeting. Caltrans has a new quarterly report with an interactive map. Available on dot.ca.gov then “Caltrans near me” - District 9 <https://caltrans.maps.arcgis.com/apps/opstdashboard/index.html#/67670a6e24ee42628f5a852c61b57abf> and in the afternoon I attended a Mono County NACo RICC meeting where we discussed focusing on Equity and housing.

**Supervisor Peters:**

- Last Saturday, Annual Fourth of July Dinner to raise funds for the Bridgeport 4<sup>th</sup> of July Celebration.
- Attended the WIR / NACo Washington DC Conference.
- 5<sup>th</sup> – Attended the Great Basin Air Pollution Control Board.
- Antelope Valley RPAC – revising commercial cannabis land use policy
- 9<sup>th</sup> – Attended LTC> Met with Robin Roberts and Amanda Greenberg to discuss potential projects in Bridgeport, may include a wellness center in Bridgeport.

**Note:**

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

**Supervisor Stump:**

- 2-25: Attended the CSA 1 meeting - Received a report on possible trail connectivity projects
- 2-26: Attended the Tri Valley Water Commission - The Commission will be attempting to have its original status as a Groundwater Sustainability Agency restored by DWR
- 3-3: Attended the Tioga Inn Project Community Meeting in Lee Vining. Staff and the consultant did a good job
- 3-5: Attended the Great Basin Unified Air Pollution District Meeting ; Districts new Smoke Management Plan was adopted.
- 3-9: Attended the Local Transportation Commission meeting - The Commission approved several items requested by ESTA

**ADJOURNED in memory of Jack Copeland at 2:40 PM**

**ATTEST**

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**STACY CORLESS  
CHAIR OF THE BOARD**

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**SCHEEREN DEDMAN  
SR. DEPUTY CLERK**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 2, 2020

**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 Board minutes of the Regular meeting on March 17, 2020.

**RECOMMENDED ACTION:**

Approve the Board minutes of the Regular meeting on March 17, 2020.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">3-17-20 DRAFT Minutes</a>

**History**

Time	Who	Approval
5/29/2020 3:14 PM	County Administrative Office	Yes
5/26/2020 7:46 AM	County Counsel	Yes
5/20/2020 4:29 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 Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting  
March 17, 2020**

<b>Flash Drive</b>	<b>Portable Recorder</b>
<b>Minute Orders</b>	<b>M20-46 – M20-57</b>
<b>Resolutions</b>	<b>R20-30</b>
<b>Ordinance</b>	<b>ORD20-02 Not Used</b>

9:07 AM Meeting Called to Order by Chair Corless.

*Supervisors Present: Corless, Gardner (teleconference), Kreitz, Peters (teleconference), and Stump (teleconference).*

*Supervisors Absent: None.*

*All votes were conducted by roll call.*

**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 Kreitz.

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

No one spoke.

The Board determined that there is a need to take immediate action with respect to the agenda item to ratify and extend declaration of local health emergency by County Health Officer and declaring local state of emergency under the California Emergency Services Act, that the need for this action came to the County's attention subsequent to the agenda being posted and therefore, that the Board add this item to the agenda.

**Note:**

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

*Authority: Govt. Code §54954.2(b)(2). Note that urgency items may only be added to the agendas of regular meetings, not special meetings.*

**Corless moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-46**

Moved to item 7a.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

Steve Barwick, CAO:

•

**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**

Approval of the Board Minutes of the Board of Supervisors Regular meeting on February 4, 2020.

**Action:** Approve the Board Minutes of the Board of Supervisors Regular meeting on February 4, 2020.

**Peters moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-47**

**B. Board Minutes**

Departments: Clerk of the Board

Approval of the Board Minutes of the Board of Supervisors Regular meeting on February 11, 2020.

**Action:** Approve the Board Minutes of the Board of Supervisors Regular meeting on February 11, 2020.

**Peters moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-48**

**C. Appointments to the Wheeler Crest Design Review Committee**

Departments: Community Development - Planning

Reappoint four members to the Wheeler Crest Design Review Committee (WCDRC).

**Action:** Reappoint four existing members (Ray Tompauskas, Mike Day, Tom Hopkins, and Bill Goodman) to the Wheeler Crest Design Review Committee for

**Note:**

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



terms expiring March 2022, as recommended by Supervisor Stump.

**Peters moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-49**

**D. Claim for Damages - Cory Zila**

Departments: Risk Management

Claim for damages filed by Cory Zila for bodily injury and psychological harm at the Mono County Jail.

**Action:** Deny the claim and direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denials.

**Peters moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-50**

**E. Solid Waste Task Force Appointment**

Departments: Public Works - Solid Waste

On February 19, 2020 Ron Day, a Mammoth Lakes general contractor, was identified as a candidate to fill a vacant position and represent the construction industry on the Solid Waste Task Force.

**Action:** Approve appointment of Ron Day to fill the Representative from Construction Industry vacancy on the Solid Waste Task Force for a two-year term commencing on April 30, 2020 and ending on April 29, 2022.

**Peters moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-51**

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

Departments: Mono County Child Care Council

Mono County Child Care Council seeks the re-appointment of Annaliesa Calhoun by the Mono County Board of Supervisors for a two-year term beginning March 31, 2020 and terminating March 30, 2022.

**Action:** Appoint Annaliesa Calhoun to a two-year term in the category of Community Representative from March 31, 2020 and terminating March 30, 2022.

**Peters moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-52**

**G. Contract Amendment with Terra Firma Organics, Inc. for Green and Wood Waste Processing**

Departments: Public Works Department, Solid Waste Division

Proposed contract amendment to agreement with Terra Firma Organics, Inc. for green and wood waste processing services.

**Note:**

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

**Action:** Approve amendment to existing agreement with Terra Firma Organics, Inc. and authorize the Public Works Director to execute that amendment on behalf of the County.

**Peters moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-53**

## 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.*

Moved to Closed Session.

### A. Agricultural Commissioner's Office Department Update March 2020

March 2020 Department Update from the Inyo and Mono Counties Agricultural Commissioner's Office.

### B. Lahontan Region Basin Planning Project Bacteria Water Quality Objective Evaluation

A notice of public workshops from the Lahontan Regional Water Quality Control Board (Regional Board) is hosting a series of staff-led public workshops about the Bacteria Water Quality Objective (WQO) Evaluation project. The intent of the workshops is to inform the public about the definition of the bacteria WQO, why the Regional Board is engaging in the evaluation of the WQO, and the proposed timeline for the project.

Moved to item 7c.

## 7. REGULAR AGENDA - MORNING

### A. Coronavirus Update

Departments: Mono County Departments

(Sandra Pearce) - An opportunity for Mono County Departments to share Coronavirus-related issues with the Board, to include, but not limited to, the Public Health Department and its efforts to provide guidance and mitigation measures to reduce the impact of COVID-19 in Mono County and the Eastern Sierra.

**Action:** None.

**Dr. Thomas Boo, Public Health Officer:**

- No cases to date in Mono County.
- Health Department is currently investigation suspicious case
- Gathering size is down to 0 according to the latest guidance.
- Goal is to slow the transmission of the virus. Healthcare system is overwhelmed.

**Note:**

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

- Public should change daily behavior immediately to avoid infection.
- Restaurants closed for dining in, should move to curbside pickup instead.

**Stacey Simon, County Counsel:**

- Still not a mandatory closure of bars, food places, etc. Continues to be an advisory.

**Chief Frank Frievalt:**

- EOC activation 10 AM March 16. Transition day yesterday. Best to work with the existing efforts.

**Steve Barwick, CAO:**

- Trying to provide supportive services.

**Sandra Pearce, Public Health Director**

**Kathy Peterson, Social Services**

*Break: 11:03 AM*

*Reconvene: 11:17 AM*

**Chris Mokracek, EMS Chief:**

**Nate Greenberg, IT Director**

**Sheriff Braun**

**Tony Dublino, Public Works Director**

**Jeff Simpson, Economic Development**

**Supervisor Corless:**

- Read email from John Urdi.

**Dave Betters, Human Resources**

**Bob Lawton, Assistant CAO**

Read Public Comment into record.

**Urgency Item**

Action: Approve Resolution of the Mono County Board of Supervisors R20-30, Ratifying and Extending Declaration of Local Health Emergency by County Health Officer And Declaring Local State of Emergency Under the California Emergency Services Act.

**Kreitz moved; Peters seconded**

**Vote: 5 yes; 0 no**

**R20-30**

Moved to Consent Agenda.

**B. First 5 FY 2018-19 Evaluation Report**

Departments: First 5 Mono County

(Molly DesBaillets, Executive Director) - Evaluation of services provided to families and children prenatal to five years old in Mono County for Fiscal Year 2018-19.

**Action:** None.

Item postponed.

**Note:**

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

### **C. Census 2020 Update and request to use General Fund Contingency**

Departments: Administration

(Rebecca Buccowich) - Update from the Mono County Census Committee (Rebecca Buccowich, Molly DesBaillets, Director of First 5, and Christopher Platt, Librarian for Mono County Libraries/Office of Education) regarding the upcoming 2020 Census. Consider request to use General Fund contingency for cost of proposed mailers (requires 4/5ths vote).

**Action:** Authorize transfer of General Fund contingency of \$2,000 to fund an increase in the CAO budget for Census 2020 mailers (requires 4/5ths vote).

**Kreitz moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M20-54**

**Rebecca Buccowich**

- Introduced item.

**Christopher Platt, Mono County Library Director**

**Molly DesBaillets**

**Supervisor Kreitz**

**Janet Dutcher**

### **D. Community Development Block Grant (CDBG) 2020 Application**

Departments: Finance, Community Development, Public Works

(Megan Mahaffey) - Staff recommendations and Board and public discussion about the specific activities and amounts for inclusion in the County's CDBG 2020 funding application.

**Action:** None.

**Megan Mahaffey, Finance:**

- New application date of June 1, would like to postpone the item.

Item postponed.

### **E. Regional Dispatch Update and Contract Approval**

Departments: Information Technology; Sheriff

(Nate Greenberg; Sheriff Ingrid Braun) - This item will authorize Mono County to engage Federal Engineering to complete a Regional Dispatch Consolidation Feasibility Study in partnership with Inyo County, the City of Bishop, and Town of Mammoth Lakes.

**Action:** Approve, and authorize the County Administrative Officer to sign, contract with Federal Engineering to conduct a Regional Dispatch Feasibility Study and Implementation Plan.

**Peters moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-55**

**Nate Greenberg, IT Director:**

- Provided update.

**Note:**

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

#### **F. Amendment to Mono County Code Section 3.03.030**

Departments: County Counsel and CAO

(Stacey Simon and Steve Barwick) - Proposed ordinance amending section 3.03.030 of the Mono County Code to increase delegated authority of the County Administrative Officer to process, allow, compromise or settle claims against the County from \$20,000 to \$30,000.

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

**Kreitz moved; Peters seconded**

**Vote: 5 yes; 0 no**

**M20-56**

**Stacey Simon, County Counsel:**

- Introduced item.

#### **G. FY 2020-21 Budget Update**

Departments: Finance

(Janet Dutcher) - CAO and Finance will update the Board about the FY 2020-21 budget development process.

**Action:** None.

**Janet Dutcher:**

- Introduced item.

Moved to item 11b.

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

No one spoke.

#### **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). Unrepresented employees: All.

##### **B. Closed Session - Public Employment**

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

##### **C. Closed Session - Existing Litigation**

**Note:**

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Claim for damages filed by Vickie Murphy against Mono County.

**D. 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 et al. v. City of Los Angeles et al. (Alameda Superior Court Case No. RG18923377).

*Closed Session: 12:05 PM*  
*Reconvene: 12:44 PM*

Nothing to report out of Closed Session.  
Moved to item 7c.

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

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

No one spoke.

**11. REGULAR AGENDA - AFTERNOON**

**A. White Mountain Fire Protection District Ambulance Operation Update**

Departments: White Mountain Fire District, EMS

(Dave Doonan, Fire Chief) - Presentation by Chief Dave Doonan of White Mountain Fire District regarding the EMS program in the Tri-Valley area..

**Action:** None.

Item postponed.

**B. Backup Power - Recommendations**

Departments: Public Works

(Tony Dublino, Director of Public Works and Joe Blanchard, Facilities Superintendent) - Presentation by Tony Dublino regarding County generator infrastructure and recommendations for future expansion and investment.

**Action:** Approve the expenditure of CalOES Funding for the replacement of the Bridgeport Jail Generator and Associated Infrastructure, and the development of Continuity Plans for other mandated services.

**Peters moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-57**

**Tony Dublino. Public Works Director:**

**Note:**

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

- Introduced item.

### **C. Civic Center Update**

Departments: Public Works

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

**Action:** None.

**Tony Dublino**

**Nate Greenberg**

Moved to public comment.

## **12. BOARD MEMBER REPORTS**

**Supervisor Corless:**

- None.

**Supervisor Gardner:**

- None.

**Supervisor Kreitz:**

- None.

**Supervisor Peters:**

- None.

**Supervisor Stump:**

- 3-11: Attended the Long Valley Fire Board meeting - That Board had an agenda item to discuss building a Fire Station in Sunny Slopes and wanted me to attend on behalf of the County
- 3-12: Attended the Tri Valley Water Commission - Any additional costs refereed in last weeks Board item will be split 50 - 50 with Inyo County
- A huge thank you to all that worked over the weekend on the Corona Virus situation. Thanks to Chair Corless for her leadership.

**ADJOURNED at 1:52 PM**

**ATTEST**

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**STACY CORLESS**  
**CHAIR OF THE BOARD**

**Note:**

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

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**SCHEEREN DEDMAN  
SR. DEPUTY CLERK**





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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 2, 2020

**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 Board minutes of the Special meeting on March 26, 2020.

### RECOMMENDED ACTION:

Approve the Board minutes of the Special meeting on March 26, 2020.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">3-26-20 Special Draft Minutes</a>

### History

Time	Who	Approval
5/29/2020 3:15 PM	County Administrative Office	Yes
5/26/2020 7:47 AM	County Counsel	Yes
5/20/2020 4:29 PM	Finance	Yes



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

Teleconference Only - No Physical Location

**Special Meeting  
March 26, 2020**

<b>Flash Drive</b>	<b>Portable Recorder</b>
<b>Minute Orders</b>	<b>M20-58 – M20-60</b>
<b>Resolutions</b>	<b>R20-31 Not Used</b>
<b>Ordinance</b>	<b>ORD20-02</b>

9:02 AM Meeting Called to Order by Chair Corless.

*Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all Supervisors attended via teleconference).*

*Supervisors Absent: None.*

All votes were conducted by roll call.

**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 Corless.

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

No comments received.

**2. AGENDA ITEMS**

**A. Review and Declaration of Election Results**

Departments: Elections

(Shannon Kendall, Registrar of Voters) - Presentation of certified election results. Request for declaration of results. To view the complete Statement of Votes Cast (that will be submitted to the Secretary of State electronically), visit <https://monocounty.ca.gov/elections/page/march-3-2020-primary-election-results>

**Action:** Approve as correct the Statement of Votes for the March 3, 2020 Presidential Primary Election and Declare elected to office the following candidates who received the highest number of votes in each contest of the Election: Bob Gardner for Mono County Supervisor, District 3; John Peters for Mono County Supervisor, District 4; Declare the following results of each

**Note:**

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

measure voted on at the election: Measure "F": (Mammoth Lakes Fire Protection District Special Tax) received a 65.4% number of yes votes rather than the required 66.6% (2/3) and therefore did not pass (received 1,293 yes votes but needed approximately 1,319); Pursuant to the Statement of Vote, the race for Supervisor, District 2 will have a run-off in the November 3, 2020 General Election between Rhonda Duggan and Joshua Rhodes.

**Gardner moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-58**

**Shannon Kendall, Registrar of Voters:**

- Introduced item.

## **B. COVID-19 (Coronavirus) Update**

Departments: CAO

(Steve Barwick, CAO) - An opportunity for Mono County Departments and stakeholders to share Coronavirus-related issues with the Board, to include, but not limited to, the Public Health Department and its efforts to provide guidance and mitigation measures to reduce the impact of COVID-19 in Mono County and the Eastern Sierra.

**Action:** None.

Updates from:

Steve Barwick, CAO  
Dr Thomas Boo  
Bryan Wheeler, Public Health  
Chief Frank Frievalt  
Kathy Peterson, Social Service Director  
Nate Greenberg  
Robin Roberts  
Janet Dutcher  
Karin Humiston (comment read into record by Clerk)

Public Comment:

Monica Prella  
Rhonda Duggan, Mammoth Lakes Tourism  
Patricia Robertson, Mammoth Lakes Housing

**Break: 10:23 AM**

**Reconvene: 10:35 AM**

Moved to item 2c.

At 12:24 PM, the Board returned to this item by Board Consensus.

Board consensus to schedule a special meeting next week.  
Discussed the postponement of fishing day.

Moved to item 2f.

**Note:**

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

### **C. Budget Appropriation to Fund the County's Response to the COVID-19 (Coronavirus) Epidemic**

Departments: CAO, Finance, County Counsel

(Janet Dutcher) - On March 15, 2020, Mono County Public Health Officer declared a local health emergency because of the Coronavirus (COVID-19) and the Board of Supervisors ratified that declaration by resolution on March 17, 2020. This item requests transfer of \$500,000 from the County's general reserve (as allowed by Government Code 29127(a)) into the County's Disaster Assistance Fund for the purpose of providing resources that pay for the cost of Mono County's response to this emergency. Estimate is based on available information at this time. Additional appropriations may be needed later on. Requires 4/5ths vote.

**Action:** Approve transfer of \$500,000 from the County's general reserve to support the County's response to the proclaimed COVID-19 emergency (requires 4/5ths vote).

**Gardner moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-59**

**Janet Dutcher, Finance Director**

- Introduced item.

**Break: 11:45 AM**

**Reconvene: 11:50 AM**

### **D. Use of Local Lodging Facilities for Emergency Operations and Response**

Departments: CAO

(Steve Barwick, Kathy Petersen) - Update from staff regarding the establishment of relationships with lodging operators to secure rooms for use in COVID-19 response including, but not limited to, housing healthcare and other essential infrastructure maintenance workers and/or to create locations for the isolation or quarantine of individuals who have been infected by or exposed to the virus. Update from staff regarding the establishment of relationships with willing lodging operators to secure rooms for use in COVID-19 response including, but not limited to, housing healthcare and other essential infrastructure maintenance workers and/or to create locations for the isolation or quarantine of individuals who have been infected by or exposed to the virus.

**Action:** None.

**Bob Lawton, Assistant CAO:**

- Introduced item.

### **E. Board Advisory Committee for COVID-19 (Coronavirus)**

Departments: Board of Supervisors

The Brown Act allows for the establishment of temporary advisory committees comprised of less than a quorum of the membership of the Board (i.e., no more than two Board member) to focus on a particular issue or topic of within the jurisdiction of the Board or agency. (Gov. Code 54952(b).) These temporary

**Note:**

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

advisory committees are sometimes referred to as "ad hoc committees". Ad hoc committees may meet, investigate, participate and engage in activities related to the designated issue or topic, without such activity triggering the notice and agenda requirements of the Brown Act.

**Action:** None.

**Stacey Simon, County Counsel:**

- Introduced item.

Returned to item 2b.

## **F. Civic Center Update**

Departments: Public Works

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

**Action:** None.

**Tony Dublino, Public Works Director:**

- Introduced item

**Nate Greenberg, IT Director:**

- Transition Team update.

## **G. Bid Package and Invitation for Bids for the Mono County Civic Center Top Lift Asphalt Paving Project**

Departments: Public Works Department

(Tony Dublino, Garrett Higerd) - Approval of the Mono County Civic Center Top Lift Asphalt Paving Project and Authorization to Issue Invitation for Bids

**Action:** Approve bid package, including the project manual and project plans, for the Mono County Civic Center Top Lift Asphalt Paving Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

**Gardner moved; Peters seconded**

**Vote: 5 yes; 0 no**

**M20-60**

**Garrett Higerd, Engineer:**

- Introduced item.

## **H. Closed Session - Exposure to Litigation**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: two.

*Closed Session: 1:00 PM*

*Reconvene: 1:35 PM*

Nothing to report out of Closed Session.

**Note:**

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

**I. Urgency Ordinance Adding Chapter 7.93 to the Mono County Code Temporarily Prohibiting Residential or Commercial Evictions**

Departments: County Counsel

(Stacey Simon, County Counsel) - The ordinance presented to your Board today adds Chapter 7.93 to the Mono County Code to temporarily prohibit (until May 31, 2020, unless extended) residential or commercial evictions arising from income loss or substantial medical expenses related to the COVID-19 pandemic. As drafted, Chapter 7.93 does not relieve a tenant from the obligation to pay rent or restrict a landlord's ability to recover rent that is due and requires tenants seeking protection under Chapter 7.93 to thoroughly document their hardship.

**Action:** Adopt proposed ordinance ORD20-02, Adding Chapter 7.93 to the Mono County Code to prohibit residential or commercial evictions through May 31, 2020, arising from income loss or substantial medical expenses related to the corona virus pandemic, as amended.

**Kreitz moved; Gardner seconded**

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

**ORD20-02**

**Christy Milovich, Assistant County Counsel:**

- Introduced item (Updated version of Ordinance available in additional documents).

Public Comment:

Patricia Robertson, Executive Director, Mammoth Lakes Housing.

**ADJOURNED at 1:50 PM**

**ATTEST**

---

**STACY CORLESS  
CHAIR OF THE BOARD**

---

**SCHEEREN DEDMAN  
SR. DEPUTY CLERK**

**Note:**

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 2, 2020

**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 Board Minutes of the Special meeting on April 1, 2020.

**RECOMMENDED ACTION:**

Approve the Board Minutes of the Special meeting on April 1, 2020.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">4-1-20 SPECIAL Draft Minutes</a>

**History**

Time	Who	Approval
5/29/2020 3:15 PM	County Administrative Office	Yes
5/26/2020 7:48 AM	County Counsel	Yes
5/20/2020 4:30 PM	Finance	Yes



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

Teleconference Only - No Physical Location

**Special Meeting  
April 1, 2020**

<b>Flash Drive</b>	<b>No Recorder</b>
<b>Minute Orders</b>	<b>M20-83 – M20-??</b>
<b>Resolutions</b>	<b>R20-45 – R20-??</b>
<b>Ordinance</b>	<b>ORD20-05 Not Used</b>

12:03 PM Meeting Called to Order by Chair Corless.

*Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all attended via teleconference).*

*Supervisors Absent: None.*

*All votes were conducted by roll call.*

**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 Corless .

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

**Supervisor Kreitz:**

- Today is Census Day.

**2. AGENDA ITEMS**

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

Departments: CAO

(Steve Barwick, CAO) - An opportunity for Mono County Departments and stakeholders to share Coronavirus-related issues with the Board, to include, but not limited to, the Public Health Department and its efforts to provide guidance and mitigation measures to reduce the impact of COVID-19 in Mono County and the Eastern Sierra.

**Note:**

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



**Action:** None.

Updates from:

Bob Lawton, Assistant CAO  
Bryan Wheeler, Public health  
Chris Mokracek, EMS Chief

## **B. Impact of COVID-19 (Coronavirus) on Fishing Opener and Fishing Season in Mono County; Letter to State**

Departments: Economic Development

(Alicia Vennos, Jeff Simpson) - Discussion regarding the impacts of the COVID-19 pandemic, and Governor Newsom's March 19 Executive Order requiring all Californians to stay at home or in their place of residence except as needed to perform essential functions (e.g., buy food or medicine) or to work in sectors deemed essential to maintenance of the nation's critical infrastructure (the "Stay-At-Home" Order), on recreational fishing and fish stocking activities in Mono County; consideration of letter to the Governor and California's Fish and Game Commission requesting alterations to this season's fish stocking/fishing opener, consistent with the Stay-At-Home Order, to protect public health and safety.

**Action:** Approve proposed letter, as amended, to the Governor and the California Fish and Game Commission requesting that fish stocking and/or fishing opener be delayed, consistent with the Stay-At-Home Order, for the protection of public health and safety.

**Kreitz moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M20-61**

**Jeff Simpson:**

- Introduced item.

Sheriff Braun  
Gordon Martin, Inyo National Forest Mammoth District Ranger  
Jan Cutts, Humboldt Toiyabe Bridgeport District Ranger  
Steve Nelson, Field Director Bureau of Land Management  
Dan Holler, Town of Mammoth Lakes Town Manager

Clerk read public comments into record (available in additional documents).

Abbie Thomason

## **C. Letter From Board of Supervisors to Congressman Cook Requesting Resources**

Departments: Board of Supervisors

(Chair Corless) - A letter from the Mono County Board of Supervisors to Congressman Paul Cook (Congressional District 8) to confirm the need for medical supplies for the local response to the COVID-19 pandemic, and requesting assistance.

**Note:**

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

**Action:** Approve and authorize Board Chair to sign letter.

**Gardner moved; Stump seconded**

**Vote: 5 yes; 0 no**

**M20-62**

**D. Resolution Requesting a Waiver of the National Registry Test Requirement for Mono County Emergency Medical Technicians**

Departments: Board of Supervisors

(Supervisor Stump) - Supervisor Stump has expressed concern that the public health measures taken in response to the COVID-19 pandemic will have the unintended consequence of seriously hampering local first responders' ability to pass the National Registry test to become certified EMTs. The test is notoriously difficult, as evidenced by a high failure rate, and, since being adopted by the State, has already contributed to a significant decrease in local EMT certifications. A resolution has been drafted for the Board's consideration, asking the California Emergency Medical Authority and Inland Counties Emergency Medical Agency to waive the National Registry testing requirement for Inyo County EMTs.

**Action:** Adopt proposed resolution R20-31, Requesting a Waiver of the National Registry Test Requirement for Mono County Emergency Medical Technicians.

**Stump moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**R20-31**

**Supervisor Stump:**

- Introduced item.

**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: two.

**Closed Session 1:47 PM**

**Reconvene: 2:21 PM**

Nothing to report out of Closed Session.

**ADJOURNED at 2:21 PM**

**ATTEST**

---

**STACY CORLESS**  
**CHAIR OF THE BOARD**

**Note:**

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

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**SCHEEREN DEDMAN**  
**SR. DEPUTY CLERK**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 2, 2020

**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 Board minutes of the Regular meeting on April 7, 2020.

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### RECOMMENDED ACTION:

Approve the Board minutes of the Regular meeting on April 7, 2020.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

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### History

Time	Who	Approval
5/29/2020 3:15 PM	County Administrative Office	Yes
5/26/2020 7:51 AM	County Counsel	Yes
5/20/2020 4:30 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.  
Teleconference Only - No Physical Location

**Regular Meeting  
April 7, 2020**

<b>Flash Drive</b>	<b>Portable Recorder</b>
<b>Minute Orders</b>	<b>M20-63 – M20- 66</b>
<b>Resolutions</b>	<b>R20-32 – R20-35</b>
<b>Ordinance</b>	<b>ORD20-03 – ORD20-04</b>

9:02 AM Meeting Called to Order by Chair Corless.

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

*All votes were conducted by roll call.*

**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 Kreitz .

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

None.

Moved to item 7a.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

**Bob Lawton, Assistant CAO:**

- Attached Wendy Sugimura to the CAO's office for assistance.
- Identified a number of other employees that his office may be able to call upon for assistance.

**Note:**

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

#### 4. DEPARTMENT/COMMISSION REPORTS

**Supervisor Kreitz:**

- Asked to adjourn the meeting in honor of Pedro Escobar

**Alicia Vennos, Economic Development Director:**

- Bodie State Historic Park is closed today indefinitely.

#### 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 Board Minutes of the Board of Supervisors Regular meeting on February 18, 2020.

**Action:** Approve the Board Minutes of the Board of Supervisors Regular meeting on February 18, 2020.

**Gardner moved; Peters seconded**

**Vote: 5 yes; 0 no**

**M20-63**

##### B. 2020-2021 Boating Safety and Enforcement Financial Aid Program Agreement

Departments: Sheriff

2020-2021 Boating Safety and Enforcement Financial Aid Program Agreement.

**Action:** Approve Resolution 20-32 authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Boating Safety and Enforcement Financial Aid Program Agreement for Fiscal Year 2020-2021.

**Gardner moved; Peters seconded**

**Vote: 5 yes; 0 no**

**R20-32**

##### C. Amendment to Mono County Code Section 3.03.030 Related to CAO Settlement Authority

Departments: County Counsel

Proposed ordinance amending section 3.03.030 of the Mono County Code to increase delegated authority of the County Administrative Officer to process, allow, compromise or settle claims against the County from \$20,000 to \$30,000.

**Action:** Adopt proposed ordinance ORD20-03, Amending section 3.03.030 of the Mono County Code to increase delegated authority of the County Administrative Officer to process, allow, compromise or settle claims against

**Note:**

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

the County from \$20,000 to \$30,000.

**Gardner moved; Peters seconded**

**Vote: 5 yes; 0 no**

**ORD20-03**

**D. Claim for Damages - Vickie Murphy**

Departments: Risk Management

Claim for damages filed by Vickie Murphy for bodily injury accident outside of the jurisdiction of Mono County.

**Action:** Deny the claim and direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denials.

**Gardner moved; Peters seconded**

**Vote: 5 yes; 0 no**

**M20-64**

**E. Proposed Second Amendment to Agreement for Special Counsel Services (Brett L. Price)**

Departments: County Counsel, Assessor

Proposed Second Amendment seeking to increase fees associated with Agreement For Services of Special Counsel (Property Tax Appeals and Litigation) between the County and Norman Dowler LLP and Brett L. Price.

**Action:** Approve County entry into proposed second amendment increasing fees associated with contract for services of special counsel Brett L. Price. Provide any desired direction to staff.

**Gardner moved; Peters seconded**

**Vote: 5 yes; 0 no**

**M20-65**

**F. Resolution Approving Use of a Five-Year Audit Cycle for Tri-Valley Groundwater Mgmt. District**

Departments: Finance

Resolution approving use of a five-year audit cycle for Tri-Valley Groundwater Management District in lieu of an annual audit.

**Action:** Approve Resolution R20-33, Approving use of a five-year audit cycle for Tri-Valley Groundwater Management District in lieu of an annual audit.

**Gardner moved; Peters seconded**

**Vote: 5 yes; 0 no**

**R20-33**

**G. Resolution Approving Use of a Three-Year Audit Cycle for Mammoth Lakes Community Service District**

Departments: Finance

**Note:**

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

Resolution approving use of a three-year audit cycle for Mammoth Lakes Community Service District (CSD).

**Action:** Approve Resolution R20-34, Approving use of a three-year audit cycle for Mammoth Lakes Community Service District.

**moved; seconded**

**Vote: 5 yes; 0 no**

**R20-34**

## 6. CORRESPONDENCE RECEIVED

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. LADWP Provision of Water in Long Valley

A letter from the Los Angeles Department of Water and Power (LADWP) to Long Valley Stakeholders informing how this year's precipitation will impact diversions in support of the variety of needs and uses in and around the Long Valley area; and a response letter from the Keep Long Valley Green Coalition.

**Supervisor Stump:**

- The county needs to continue to be vigilant about this.

Moved to item 7b.

### B. USFWS News Release Announcing Withdrawal of Proposed Rule Listing Bi-State Sage Grouse as Threatened

A United States Fish and Wildlife (USFW) News Release, announcing its withdrawal of the 2013 proposed rule to list the bi-state distinct population segment of greater sage-grouse as threatened under the Endangered Species Act.

## 7. REGULAR AGENDA - MORNING

### A. COVID-19 (Coronavirus) Update

Departments: CAO

(Steve Barwick, CAO) - An opportunity for Mono County Departments and stakeholders to share Coronavirus-related issues with the Board, to include, but not limited to, the Public Health Department and its efforts to provide guidance and mitigation measures to reduce the impact of COVID-19 in Mono County and the Eastern Sierra.

**Action:** None.

Updates from:

**Steve Barwick, CAO**

**Chief Frank Frievalt, EOC Director**

**Sheriff Ingrid Braun**

**Nate Greenberg – Communications for Stu Brown, EOC PIO**

**Note:**

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



**Robin Roberts, Behavioral Health Director**  
**Kathy Peterson, Social Services Director**  
**Bryan Wheeler, Public Health Department**  
**Alicia Vennos, Economic Development Director**

*Break: 11:02 AM*  
*Reconvene: 11:12 AM*

**Janet Dutcher, Finance Director** (Statement from CSAC is available as an additional document)  
**Gerald Frank, Assistant Finance Director**

Public Comments from Ken Hoffman and Scott Burkard read into the record.

Moved to item 3.

### **B. FY 2020-2021 Budget Calendar Revision due to COVID-19**

Departments: Finance

(Janet Dutcher) - The FY 2020-2021 budget development calendar for FY 2020-2021 we introduced in early February 2020, needs to be delayed by two months because essential staffing resources right now are committed to fighting the spread of the COVID-19 virus. Staff will review the new recommended timeline and key dates.

**Action:** None.

**Janet Dutcher:**

- Introduced item.

### **C. Cal OES 130 Designation of Applicant's Agent Resolution**

Departments: Finance

(Janet Dutcher) - Cal OES Form 130, Designation of Applicant's Agent Resolution, is necessary to apply for emergency related funding through Cal OES. This form was last approved by the Board of Supervisors on January 9, 2018, and the authorized agents have changed. Approval of this form is good for three years.

**Action:** Approve Cal OES Form 130, Designation of Applicant's Agent Resolution.

**Gardner moved; Stump seconded**

**Vote: 5 yes; 0 no**

**M20-66**

**Janet Dutcher:**

- Introduced item.

### **D. Proposed Urgency Ordinance Amending Section 3.04.060 of the Mono County Code Regarding Purchasing Agents During an Emergency**

Departments: County Counsel

(Christian Milovich) - Proposed urgency ordinance amending section 3.04.060 of the Mono County Code to authorize the County Administrative Officer

**Note:**

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

to designate additional County employees as assistant purchasing agents during a state of emergency and authorizing such assistant purchasing agents to make purchases of goods and supplies in an amount not to exceed \$10,000.

**Action:** Adopt proposed ordinance as an urgency ordinance to become effective immediately, Amending section 3.04.060 of the Mono County Code to authorize the County Administrative Officer to designate additional County employees as assistant purchasing agents during a state of emergency and authorizing such assistant purchasing agents to make purchases of goods and supplies in an amount not to exceed \$10,000.

**Peters moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**ORD20-04**

**Stacey Simon, County Counsel:**

- Introduced item.

#### **E. Civic Center Update**

Departments: Public Works

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

**Action:** None.

Updates from:

Nate Greenberg  
Tony Dublino

#### **F. Employment Agreement - Mark Hanson / Sheriff's Lieutenant**

Departments: Sheriff / Human Resources

(Sheriff Ingrid Braun) - Proposed resolution approving a contract with Mark Hanson as Sheriff's Lieutenant, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Announce Fiscal Impact. Approve Resolution #R20-35, Approving a contract with Mark Hanson as Sheriff's Lieutenant, 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 the Lieutenant position for remainder of Fiscal Year 19/20 is \$71,214, of which \$41,236 is salary and \$29,978 is benefits. Total cost for a full year is \$244,162, of which \$141,381 is salary and \$102,781 is benefits. This position was fully funded in the Fiscal Year 19/20 Budget.

**Peters moved; Gardner seconded**

**Vote: 4 yes; 1 no**

**R20-35**

**Sheriff Braun:**

- Introduced item.

**Note:**

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

*Fiscal impact read into record by Chair Corless.*

Supervisor Stump voted no.

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

None.

Moved to item 10.

## **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). Unrepresented employees: All.

### **B. Closed Session - Public Employment**

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

### **C. Closed Session - Workers' Compensation**

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

### **D. Closed Session - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 452 Old Mammoth Road, Mammoth Lakes. Agency negotiators: Dave Wilbrecht and Shields Richardson. Negotiating parties: Mono County and 452 OM RD., Investors, LLC. Under negotiation: Price and terms of lease.

*Closed Session: 12:51 PM*

*Reconvene: 3:10 PM*

Nothing to report out of Closed Session.

## **10. BOARD MEMBER REPORTS**

### **Supervisor Corless:**

- Winston Churchill, "It is not given to human beings, happily for them, for otherwise life would be intolerable, to foresee or to predict to any large extent the unfolding course of events."

### **Note:**

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

**Supervisor Gardner:**

- No report

**Supervisor Kreitz:**

- California Judicial Council update.
- Census.

**Supervisor Peters:**

- No report.

**Supervisor Stump:**

- Thanked Chair Corless for managing the meetings.
- Brown Act restrictions.
- Employees filling roles in the EOC.
- Finger pointing.

**ADJOURNED in honor of Pedro Escobar at 3:10 PM**

**ATTEST**

---

**STACY CORLESS  
CHAIR OF THE BOARD**

---

**SCHEEREN DEDMAN  
SR. DEPUTY CLERK**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 2, 2020

**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 Board minutes of the regular meeting on April 14, 2020.

**RECOMMENDED ACTION:**

Approve the Board minutes of the regular meeting on April 14, 2020.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
5/29/2020 3:15 PM	County Administrative Office	Yes
5/28/2020 1:32 PM	County Counsel	Yes
5/20/2020 4:30 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.  
Teleconference Only - No Physical Location

**Regular Meeting  
April 14, 2020**

<b>Flash Drive</b>	<b>No Recorder</b>
<b>Minute Orders</b>	<b>M20-66 – M20-72</b>
<b>Resolutions</b>	<b>R20-36</b>
<b>Ordinance</b>	<b>ORD20-05 Not Used</b>

9:01 AM Meeting Called to Order by Chair Corless.

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

*All votes were conducted by roll call.*

**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 Peters.

*“You never know what's around the corner. It could be everything. Or it could be nothing. You keep putting one foot in front of the other, and then one day you look back and you've climbed a mountain.” – Tom Hiddleston*

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

None.

**2. RECOGNITIONS**

**A. Child Abuse Prevention and Sexual Assault Awareness Month**

Departments: Wild Iris, Social Services, and Child Abuse Prevention Council

**Note:**

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

(Michelle Raust, Matthew O'Connor, and Courtney Powell) - Proposed resolution to proclaim April 2020 as Child Abuse Prevention and Sexual Assault Awareness Month.

**Action:** Approved proclamation naming April 2020 as Child Abuse Prevention Month.

**Kreitz moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**M20-67**

Michelle Raust, Social Services:  
Courtney Powell, Mono County Child Care Council Coordinator

Approved proclamation naming April 2020 as Sexual Assault Awareness Month.

**Kreitz moved; Peters seconded**

**Vote: 5 yes; 0 no**

**M20-68**

Matthew O'Connor, Wild Iris

*Moved to item 7b.*

### 3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

**Bob Lawton, Acting CAO:**

- Department head meeting.
- Participated in Covid meetings.
- Received overview of agenda process.

### 4. DEPARTMENT/COMMISSION REPORTS

**Nate Greenberg, IT Director**

- Provided update of radio challenges the Sheriff's channel is experiencing.

### 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 2/29/2020

**Action:** Approve the Treasury Transaction Report for the month ending 2/29/2020.

**Gardner moved; Peters seconded**

**Vote: 5 yes; 0 no**

**M20-69**

### 6. CORRESPONDENCE RECEIVED

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

**Note:**

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

*The Board acknowledged receipt of the correspondence.*

**A. Agricultural Commissioner's Office Department Update April 2020**

April 2020 Department Update from the Inyo and Mono Counties Agricultural Commissioner's Office.

**B. COVID-19 (Coronavirus) Directives from Surrounding Area**

Originally shared by Supervisor Stump with County staff, attached are the emergency proclamations from the State of Nevada, and Esmeralda County, NV.

**Supervisor Stump:**

- Thought it would be helpful to know what is happening in surrounding areas.

**C. Inyo County's Letter to CDFW to Delay Fish Opener**

A letter from the Inyo County Board of Supervisors to the California Department of Fish and Wildlife (CDFW) regarding the postponement of the regular fishing season and fish stocking in Inyo County.

**D. LADWP Temporary Urgency Change Petition**

The Los Angeles Department of Water and Power (LADWP) is requesting that the State Water Resources Control Board (SWRCB) approve its Temporary Urgency Change Petition (TUCP), pursuant to Water Code section No. 1435, to temporarily deviate from the Stream Restoration Flow requirements as outlined in the SWRCB Order 98-05. The flows include Rush, Lee Vining, Walker, and Parker Creeks.

**Supervisor Corless:**

- Geoff McQuilken of the Mono Lake Committee said that they also support this.

**E. California Fish and Game Commission Notice of Change of Adoption Hearing**

A notice from the California Fish and Game Commission announcing a change of Location of Discussion / Adoption Hearing for Mammal Hunting, Waterfowl (annual), and other sections to a teleconference / webinar on April 16, 2020 at 9:00 AM.

**F. FERC Letter to SCE re: Focused Spillway Assessment and Evaluation Plan and Schedule for Additional Information**

The Federal Energy Regulatory Commission (FERC) letter to Southern California Edison (SCE) regarding the submitted plan and schedule for additional spillway information for dams and projects listed in the attached letter.

*Moved to item 7c.*

**7. REGULAR AGENDA - MORNING**

**A. Appointment of Bob Lawton as Acting County Administrative Officer**

Departments: County Counsel

**Note:**

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



(Stacey Simon, County Counsel) - Formally appoint Robert C. Lawton Acting County Administrative Officer.

**Action:** Appoint Robert C. Lawton as Acting County Administrative Officer and direct staff to return to the Board with an amendment to Mr. Lawton's employment agreement to reflect his new role.

**Stump moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**M20-70**

Stacey Simon, County Counsel  
Bob Lawton, Acting CAO

*Moved to item 3.*

## **B. COVID-19 (Coronavirus) Update**

Departments: CAO

(Bob Lawton, Acting CAO) - An opportunity for Mono County Departments and stakeholders to share Coronavirus-related issues with the Board, to include, but not limited to, an update from Unified Command and the branches of crisis response such as the Public Health Department, Operations /Emergency Services, Community Support, Communications / Public Information, Economic Recovery, and Recreation. Additional specific topics include, but are not limited to: (1) Seasonal roadway openings on state highways; (2) Opportunities to donate for local relief efforts; (3) County road signage; (4) Southern California Edison vegetation management.

**Action:** None.

Bob Lawton, Acting CAO  
Tom Parker, Mammoth Hospital CEO  
Chief Frank Frievalt, EOC  
Bryan Wheeler, Public Health  
Alicia Vennos, Economic Development Director  
Kathy Peterson, Social Services Director  
Francie Avitia, Social Services  
Brent Green, Caltrans District Director  
Robin Roberts, Behavioral Health Director  
Cal Rossi, Southern California Edison

*Break: 11:05 AM*

*Reconvene: 11:14 AM*

Sheriff Braun  
Janet Dutcher, Finance Director

*Moved to item 7a.*

## **C. Cost-Share Agreement for Multi-Agency Response to COVID-19**

Departments: CAO

(Bob Lawton, Acting CAO; Janet Dutcher, Finance Director) - Proposed contract with the Town of Mammoth Lakes and the Mammoth Lakes Fire Protection

**Note:**

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

District pertaining to sharing of costs associated with COVID-19 incident management and response.

**Action:** Approve County entry into proposed contract and authorize County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

**Stump moved; Peters seconded**

**Vote: 5 yes; 0 no**

**M20-71**

Janet Dutcher

**D. Request to delay public hearing(s) and consideration of the Tioga Inn Specific Plan Amendment #3 (Project) and Final Subsequent Environmental Impact Report (SEIR) by the Planning Commission and/or the Board of Supervisors**

Departments: CDD

(Wendy Sugimura) - Consider a letter by the Mono Basin RPAC requesting a delay of the April 16 Planning Commission public hearing on the Tioga Inn Specific Plan Amendment #3 and FSEIR.

**Action:** None.

- Chair Corless recused herself; Vice Chair Kreitz led meeting at this time.

Wendy Sugimura, Community Development Director

- Board direction to hold the Special meeting of the Planning Commission on Thursday, April 16, and return to the April 21 meeting with more information.

Clerk of the Board read public comments into record

- Dennis Domaille
- Ilene Mandelbaum

*Break: 12:59 PM*

*Reconvene: 1:06 PM*

Chair Corless returned.

**E. Civic Center Update**

Departments: Public Works

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

**Action:** None.

Tony Dublino, Public Works Director

Nate Greenberg

**F. FY19/20 RSTP Funding Agreement**

Departments: Public Works - Roads

**Note:**

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

(Kevin Julian) - Approval of annual funding through the Regional Surface Transportation Program (RSTP) apportionment. This repeating annual agreement authorizes the exchange of federal highway funds for state highway funds thereby providing the Road Fund with a more flexible funding source.

**Action:** Approve and authorize Chair's signature on the FY19/20 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's Regional Surface Transportation Program

**Peters moved; Stump seconded**

**Vote: 5 yes; 0 no**

**M20-72**

Tony Dublino

### **G. Community Corrections Partnership Update**

Departments: Probation

(Karin Humiston) - Informational update on the progress of the Community Corrections Partnership.

**Action:** None.

Jeff Mills, Probation

### **H. Restructure of Behavioral Health Department and Approval to Hire a Director of Clinical Services at "C" Step**

Departments: Behavioral Health

(Robin Roberts) - In an effort to increase capacity to serve the residents of Mono County, the County Behavioral Health Department is proposing a reorganization that involves the addition of 1 Director of Clinical Services position; 2 Behavioral Health Services Coordinator I positions; 2 Behavioral Health Services Coordinator II positions; 1 Behavioral Health Program Manager; 1 Substance Use Disorders Supervisor; 1 Substance Use Disorders Counselor III position; 1 Staff Services Analyst II position and 1 case Manager III position and the elimination of: 2 Psychiatric Nurse Practitioner positions; 1 Clinical Program Manager position; 1 Alcohol & Drug Counselor II position; 1 Mental Health Services Act Coordinator position; 1 Psychiatric Specialist III position; 2 Case Manager II positions; 1 Behavioral Health Services Coordinator position; and 1 Alcohol and Drug Counselor III position. The Department is also seeking Board approval to hire a Director of Clinical Services at the "C" Step in recognition of years of service of that individual as a supervisor in the field.

**Action:** Approve proposed restructure of the Behavioral Health Department by adopting proposed resolution R20-36 Authorizing the County Administrative Officer to amend the County List of Allocated Positions to Eliminate Eleven Positions and Add Ten Positions in the Department of Behavioral Health. The proposed resolution also includes approval to hire the Director of Clinical Services position at the "C" Step.

**Kreitz moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**R20-36**

**Note:**

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

Robin Roberts

*Moved to item 10.*

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

None.

**9. CLOSED SESSION**

**A. Closed Session - Human Resources**

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

**B. Closed Session - Public Employment**

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

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

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

**D. Closed Session - Workers' Compensation**

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

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

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

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 452 Old Mammoth Road, Mammoth Lakes. Agency negotiators: Dave Wilbrecht and Shields Richardson. Negotiating parties: Mono County and 452 OM RD., Investors, LLC. Under negotiation: Price and terms of lease.

**G. Closed Session - Existing Litigation**

**Note:**

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Mono County v. Los Angeles Department of Water and Power* (Alameda Superior Court Case No. RG18923377.)

#### **H. 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.

*Closed Session: 1:54 PM*  
*Reconvene: 3:57 PM*

Nothing to report out of Closed Session.

### **10. BOARD MEMBER REPORTS**

#### **Supervisor Corless:**

- Attended the ESSRP meeting.
- YARTS meeting on the 6<sup>th</sup>, voted on delaying the start of summer service.
- State Forest Management Task Force – attended three meetings related to this.
- Yesterday, Behavioral Health Advisory Committee meeting. Appointments will be on next week's agenda.

#### **Supervisor Gardner:**

- I have continued to meet via Zoom with several organizations over the last few weeks. These organizations have made many adjustments and are continuing their operations as much as possible. YARTS and ESTA still are running buses on selected routes. First 5 is offering its services via Zoom and other means to support our County children and parents. ESSRP is trying to coordinate communication across the region about recreation-related issues, especially closures and questions about economic recovery. I have also met via Zoom with the Mono Basin RPAC, the Mono Basin Fire Safe Council, the June Lake Chamber of Commerce, and the Kutzadika Tribal Council. Where possible I have tried to listen in on numerous NACO and other state and national conference calls. Finally, I have spoken with several residents in response to their questions and concerns about the COVID-19 crisis and the County response.

#### **Supervisor Kreitz:**

- Census update.
- April 3, participated in interviews for a new Caltrans District 9 Director.

#### **Supervisor Peters:**

- Remind everyone at 5:30 tonight (Bridgeport) and tomorrow (Antelope Valley) there are community meetings. Thanked the organizers.
- Participated last night in the Northern Mono Chamber of Commerce meeting. Hoping that the September 18 Jamboree will occur.
- Remind everyone that places like pack stations and other places – buy gift cards / certificates will help stimulate some of the local economy.

#### **Note:**

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

**Supervisor Stump:**

- No report.

*Moved to item 8.*

**ADJOURNED at 3:58 PM**

**ATTEST**

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**STACY CORLESS  
CHAIR OF THE BOARD**

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**SCHEEREEN DEDMAN  
SR. DEPUTY CLERK**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 2, 2020

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT** Agreement with Mammoth Lakes  
Housing to Operate County-Wide  
Rental Assistance Program

**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)

Proposed Agreement with Mammoth Lakes Housing (MLH) to use County funds received through the Whole Person Care Grant to expand the current Rental Assistance Program operated by Mammoth Lakes Housing beyond the Town of Mammoth Lakes to aid residents impacted by COVID-19 within the unincorporated area of the County.

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### RECOMMENDED ACTION:

Approve County entry into proposed Agreement with Mammoth Lakes Housing, Inc., for the provision of Rental Assistance Program services for the period May 15, 2020 to June 30, 2021 in an amount not to exceed \$155,000 and authorize the Board Chair to sign on behalf of the County.

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### FISCAL IMPACT:

The Agreement amount is up to \$155,000 in total, of which no more than \$10,000 will be used to operate and administer the program. The term of the agreement is May 15, 2020 to June 30, 2021. A portion of the County's Whole Person Care Grant award from this year will be used to fund this Agreement.

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**CONTACT NAME:** Kathy Peterson

**PHONE/EMAIL:** 7609241763 / kpeterson@mono.ca.gov

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### SEND COPIES TO:

Kathy Peterson

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Agreement</a>
<a href="#">Attachment A</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/29/2020 3:15 PM	County Administrative Office	Yes
5/29/2020 9:32 AM	County Counsel	Yes
5/28/2020 4:04 PM	Finance	Yes





Office of the ... DEPARTMENT OF SOCIAL SERVICES

**C O U N T Y O F M O N O**

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: May 25, 2020

Re: Agreement with Mammoth Lakes Housing to Operate Countywide Rental Assistance Program

**Recommended Action:**

Approve County to enter into proposed Agreement with Mammoth Lakes Housing, Inc., for the provision of Rental Assistance Program services for the period May 15, 2020 to June 30, 2021 in an amount not to exceed \$155,000 and authorize the Board Chair to sign on behalf of the County.

**Fiscal Impact:**

The Agreement amount is up to \$155,000 in total, of which no more than \$10,000 will go to operate and administer the program. The term of the agreement is May 15, 2020 to June 30, 2021. A portion of the County's Whole Person Care Grant award from this year will be used to fund this Agreement.

**Discussion:**

Through this proposed Agreement, Mammoth Lakes Housing (MLH) will use County funds received through the Whole Person Care Grant to expand the current Rental Assistance Program operated by Mammoth Lakes Housing beyond the Town of Mammoth Lakes to aid residents impacted by COVID-19 within the unincorporated area of the County. Rental subsidy is an allowable expenditure under the Whole Person Care Grant.

As proposed, MLH will use the same application for assistance and funding methodology as is currently in place under the Program except that MLH will use the funds provided under this Agreement to first serve those residents living within the unincorporated area of the County; if the need in the unincorporated area has been largely satisfied, as determined by the County and MLH, the remaining funds may be used to aid residents within the incorporated area of the County.

Under the current Program, households may qualify for up to \$500 in assistance, two months in a row; payment is made directly to the landlord. Program applications are taken on a first-come, first-served basis. Applicants for assistance must submit an application either in-person, via email, or on-line. Changes to the application process will be permitted upon mutual, written, agreement. This may

include increasing the number of months assistance is offered, or the amount of assistance per month, or both.

#### Why Rental Assistance?

- While eviction moratoriums play an important role in protecting renters, tenants are still responsible for their deferred rent payments, and landlords still need rent revenues to operate and maintain their housing units.
- Businesses need employees to come back to work when the economy reopens. Unstable housing will provide disruption to residents and businesses alike.
- Providing temporary rental assistance to current and projected cost-burdened renters would keep at-risk tenants stably housed and protect and preserve our county's limited housing. Stable housing is especially critical to complying with stay at home orders to mitigate Covid 19 Coronavirus.
- Providing rental assistance funding is more cost effective than supporting families who need to be rehoused because they lost their housing.

Other funders of the current Rental Assistance Program include the Town of Mammoth Lakes, First 5 Mono County, and private donors. Because the Town of Mammoth Lakes funds are limited to assisting households in Mammoth Lakes, this Rental Assistance Program as currently funded cannot offer assistance to the approximately 540 rental households outside of Mammoth Lakes. This Agreement will allow Mammoth Lakes Housing to expand the reach of the existing program to include an opportunity for all Mono County households experiencing financial hardship as a result of the Covid-19 pandemic to seek rental assistance, both within the Town of Mammoth Lakes and in the unincorporated area of the county.

The expanded Program will be advertised using a variety of sources, including the Mono County Covid-19 website; social media; email blasts (Chambers of Commerce, Economic Development, Board of Supervisors, Schools, etc.); food banks; direct to safety net program recipients via word of mouth; and, via local community efforts.

**AGREEMENT BETWEEN COUNTY OF MONO, ON BEHALF OF ITS SOCIAL SERVICES  
DEPARTMENT, AND MAMMOTH LAKES HOUSING  
FOR THE PROVISION OF RENTAL ASSISTANCE SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the rental assistance services of Mammoth Lakes Housing, of Mammoth Lakes, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Social Services, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other \_\_\_\_\_

**2. TERM**

The term of this Agreement shall be from May 15, 2020 to June 30, 2021 unless sooner terminated as provided below.

### 3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. **The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$155,000 (hereinafter referred to as "Contract Limit").** County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

#### **4. WORK SCHEDULE**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### **7. COUNTY PROPERTY**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## 8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

## 9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed

under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

## **10. STATUS OF CONTRACTOR**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County’s control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

## **11. DEFENSE AND INDEMNIFICATION**

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

## **12. RECORDS AND AUDIT**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **13. NONDISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.



#### **14. TERMINATION**

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

#### **15. ASSIGNMENT**

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

#### **16. DEFAULT**

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

#### **17. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

#### **18. CONFIDENTIALITY**

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

#### **19. CONFLICTS**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

**20. POST-AGREEMENT COVENANT**

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County’s confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION**

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

**23. AMENDMENT**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

**24. NOTICE**

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:  
Kathryn Peterson  
Director of Social Services  
PO Box 2969  
Mammoth Lakes, CA 9346

Contractor:  
Mammoth Lakes Housing  
PO Box 260  
Mammoth Lakes, CA 93546

**25. COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

**26. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THE DAY FIRST ABOVE MENTIONED.**

**COUNTY OF MONO**

**CONTRACTOR**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

## ATTACHMENT A

### AGREEMENT BETWEEN COUNTY OF MONO, ON BEHALF OF ITS SOCIAL SERVICES DEPARTMENT, AND MAMMOTH LAKES HOUSING FOR THE PROVISION OF RENTAL ASSISTANCE SERVICES

#### TERM:

**FROM: MAY 15, 2020      TO: JUNE 30, 2021**

#### SCOPE OF WORK:

Contractor shall use County funds to expand the current Rental Assistance Program (the “Program”) beyond the Town of Mammoth Lakes to aid residents within the unincorporated area of the County. The monies distributed to Contractor pursuant to this Agreement shall be used exclusively to fund and support the Program subject to the conditions set forth in this Agreement.

Contractor shall use the same application for assistance and funding methodology as is currently in place under the Program except that Contractor shall use the funds provided under this Agreement to first serve those residents living within the unincorporated area of the County; if the need in the unincorporated area has been largely satisfied, as determined by County and Contractor, the remaining funds may be used to aid residents within the incorporated area of the County.

Contractor shall require applicants for assistance under the Program to submit an application using the form attached hereto and incorporated herein as **Exhibit “A”**. MLH shall disburse funds to applicants only in accordance with the Program terms as set forth in **Exhibit “B”** which is attached hereto and incorporated herein by this reference. Changes to the application process shall be permitted upon mutual, written, agreement by the parties. Contractor shall notify the County of any problems with the administration of the Program as soon as is practicable.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO, ON BEHALF OF ITS SOCIAL SERVICES  
DEPARTMENT, AND MAMMOTH LAKES HOUSING  
FOR THE PROVISION OF RENTAL ASSISTANCE SERVICES**

**TERM:**

**FROM: MAY 15, 2020      TO: JUNE 30, 2021**

**SCHEDULE OF FEES:**

County shall disburse funds, which shall be used exclusively for rental assistance (i.e., not administrative costs) to Contractor in increments not to exceed fifty thousand dollars (\$50,000). Upon the exhaustion of each \$50,000 installment, Contractor shall notify County and County shall disburse another installment not to exceed \$50,000. This process shall continue until the Contract Limit has been reached.

County shall compensate Contractor at a rate of \$66.67 for each successful application in a total amount not to exceed \$10,000 for the duration of this Agreement. The \$10,000 shall include an upfront deposit of \$1,150 required for administrative costs to begin Program implementation.

If, after the Program is underway, the County wishes to procure administrative services from a third party to process applications for the Program, Contractor shall charge an amount not to exceed \$4,000 for administrative costs to coordinate and oversee the Program for the duration of this Agreement.

Notwithstanding the above, the total sum of all payments made by County to Contractor for services and work performed under this Agreement, as outlined above, shall not exceed \$155,000.



**Office of the Town Manager**  
 P.O. Box 1609, Mammoth Lakes, CA, 93546  
 (760) 965-3610  
 www.townofmammothlakes.ca.gov



**RENTAL ASSISTANCE APPLICATION**

**Exhibit A**

**Please submit all forms to Mammoth Lakes Housing at 587 Old Mammoth Road Suite #4,  
 in our secure lock box.**

P.O. Box 260 Mammoth Lakes, CA 93546. Phone: 760.934.4740. Fax: 760.934.4724

Applicant(s): \_\_\_\_\_

Applicant Phone Number: \_\_\_\_\_

Applicant Email: \_\_\_\_\_

Name of tenant(s) on lease (if different than applicant): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Landlord: \_\_\_\_\_

Landlord Mailing Address: \_\_\_\_\_

Landlord Phone Number: \_\_\_\_\_

Please explain your financial hardship as the result of COVID-19. Examples of impact by COVID-19 include but are not limited to:

- a. Job loss, furlough or layoff
- b. Reduction in hours of work or pay
- c. Store, restaurant or office closure
- d. The need to miss work to care for a home-bound, school age child or elderly person
- e. Illness
- f. Other, please explain: \_\_\_\_\_

Last Date of Employment or Date of Reduction in Pay: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Is this your only and primary residence?: \_\_\_\_\_

Monthly rent amount: \_\_\_\_\_

*Rental Assistance Application*

Past due rent amount and dates for which you have not paid rent: \_\_\_\_\_

Other bills or payments (and dates) for which you are past due: \_\_\_\_\_

Are you receiving unemployment payments: Yes  No

Amount of rent Applicant can pay: \_\_\_\_\_

List Household Members and their ages: \_\_\_\_\_

Provide written statement on need for rental assistance:

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Please provide:

Last pay stub or statement from employer describing employment and the fact that the applicant was impacted from COVID-19.

Copy of the lease agreement.

By signing below, the applicant attests that all information provided is true and correct.

---

Applicant(s) Signature

Date

Additional information may be required.

Payment will be made directly to the landlord within 20 days of approval, provided that the landlord gives the MLH a receipt for the payment, indicating the property address and the name of the tenant(s). Notice of payment will be provided to the landlord and applicant within 5 days of approval.

Decisions on any application shall be final, and the terms of this program may be amended, or the program itself eliminated, at any time without notice. The Town of Mammoth Lakes and the County of Mono are equal opportunity providers of services and programs and will not discriminate against any applicant on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, or status as a Vietnam-era veteran or special disabled veteran.

*Rental Assistance Application*

**TOWN/COUNTY OR DESIGNEE USE ONLY**

Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_

Completed Application  Paycheck Stub  Employer Statement  Copy of Lease Agreement

**ACTION TAKEN**

Interview with Applicant  Interview with Landlord

Landlord discussion notes: \_\_\_\_\_  
\_\_\_\_\_

Approved  Denied  Amount Recommended for Rental Assistance: \$ \_\_\_\_\_

Approval Notes: \_\_\_\_\_  
\_\_\_\_\_

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**Office of the Town Manager**  
P.O. Box 1609, Mammoth Lakes, CA, 93546  
(760) 965-3610  
[www.townofmammothlakes.ca.gov](http://www.townofmammothlakes.ca.gov)



## Rental Assistance Program

## Exhibit B

### Purpose

The Rental Assistance Program is designed to provide limited assistance to persons in the Town of Mammoth Lakes and the County of Mono who are experiencing financial hardship and are unable to pay all or a portion of their monthly rent due to the COVID-19 public health emergency. This program has limited funding and may be discontinued at any time or upon the expenditure of all available funds. The program may be used in conjunction with any other state, county, local, or non-profit funding source. Program applications will be taken on a first come basis. Decisions on any application shall be final, and the terms of this program may be amended, or the program itself eliminated, at any time without notice. Eligible applicants will have the grant paid to the landlord, directly benefitting the tenant and the landlord.

### Eligibility

1. Applicant's current home is their only residence.
2. The rented home must be located within the Town of Mammoth Lakes or the unincorporated area of Mono County.
3. The household must demonstrate a financial hardship as the result of COVID-19. Examples of impact by COVID-19 include but are not limited to:
  - a. Job loss, furlough or layoff
  - b. Reduction in hours of work or pay
  - c. Store, restaurant or office closure
  - d. The need to miss work to care for a home-bound, school age child or elderly person
  - e. Illness
4. The grant will be calculated based on the amount of rent owed and the tenant's ability to pay a portion of the past due rent.
5. Applicants will be required to list the amount of their rent and the amount they believe they can pay.
6. Applicant had no outstanding rent as of March 31, 2020.
7. Applicant has demonstrated proof of working in the region (Mono County) for a minimum of three months prior to March 19, 2020.

## **Rental Assistance**

- The maximum amount of rental assistance will not exceed \$500.00, or the outstanding amount of rent due, whichever is less. The amount provided may be reduced based on the applicant's ability to pay rent without assistance.
- No applicant may apply more than twice for assistance, i.e. assistance will not be provided for more than two months of rent.
- Rental assistance payment is per lease agreement or unit.

The Town of Mammoth Lakes and County of Mono are equal opportunity providers of services and programs and will not discriminate against any applicant on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, or status as a Vietnam-era veteran or special disabled veteran.

The Program guidelines above may be changed through the mutual agreement of MLH, Town of Mammoth Lakes, and County of Mono.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 2, 2020

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT** Budget Amendment Request - Social Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Budget amendment request to increase revenue and expenditures in the Senior Services budget within the Social Services Department.

**RECOMMENDED ACTION:**

Amend the Senior Services budget within the Social Services Department by increasing revenues and expenditures, and decreasing the County General Fund contribution to the Senior Services budget (requires 4/5ths approval).

**FISCAL IMPACT:**

Increase revenues to the Senior Services budget by \$49,442, increase expenditures by \$9,476, and decrease the County General Fund contribution to the senior services budget by \$39,967 for a total General Fund contribution of \$119,057.

**CONTACT NAME:** Kathy Peterson or Suzanne West

**PHONE/EMAIL:** 7609241763 or 760/924-1776 / kpeterson@mono.ca.gov or swest@mono.ca.gov

**SEND COPIES TO:**

Kathy Peterson

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Attachment A</a>

History

Time

Who

Approval

5/29/2020 3:14 PM	County Administrative Office	Yes
5/28/2020 1:28 PM	County Counsel	Yes
5/28/2020 3:45 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

**C O U N T Y O F M O N O**

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



To: Mono County Board of Supervisors  
From: Kathy Peterson, Social Services Director  
Date: May 15, 2020  
Re: Budget amendment request to increase revenue and expenditures in Senior Services budget

**Recommended Action:**

Amend the Senior Services budget within the Social Services Department by increasing revenues and expenditures, and decreasing the County General Fund contribution to the Senior Services budget.

**Fiscal Impact:**

Increase revenues to the Senior Services budget by \$49,442, increase expenditures by \$9,476, and decrease the County General Fund contribution to the senior services budget by \$39,967 for a total General Fund contribution of \$119,057.

**Discussion:**

Mono County, via our contract with the Inyo County Eastern Sierra Area on Aging, has received One Time Only Funds (OTO) of \$44,967 and Families First Coronavirus Response Act Emergency funds of \$4,475 for a total of \$49,442 in additional revenues for the fiscal year 2019-2020. Current Senior Services budgeted revenues are \$94,978; the additional OTO and Covid 19 Emergency funds brings the total Senior Services budgeted revenues to \$144,420.

We would like to add \$2,000 to salary expenditures for an extra part time employee to help with home delivered meal delivery during the Covid 19 emergency, and add \$7,476 to our food budget to pay for increased costs for home delivered meals.

The additional funds received from the Eastern Sierra Area Agency on Aging will allow us to decrease the budgeted County General Fund contribution by \$39,967, from \$159,024 to \$119,057.

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN  
Budget Display  
Fiscal Year 2019/20

Eastern Sierra Area Agency on Aging

	OTO & Adj Families			Inyo	Mono	FY 19/20	FY 19/20	FY 19/20	FY 19/20	Net	
	Baseline	First Corona \$	Total	County	County	Inyo Base Allocation	Inyo Difference	Mono Base Allocation	Mono Difference	Change	
<b>Supportive Services</b>											
Legal	20,000		20,000	20,000		20,000	-	-	-	-	
0.2 I&A	16,634	432	17,067	17,067		16,634	432	-	-	432	
0.15 Transportation (77/23)	12,476	324	12,800	9,856	2,944	9,606	250	2,869	75	324	
0.6 Assisted Transportation (86/14)	49,903	1,297	51,200	44,032	7,168	42,916	1,116	6,986	182	1,297	
0.05 Telephone Reassurance	5,211	108	5,319	5,319	-	5,211	108	-	-	108	
Total Supportive Services	104,224	2,162	106,386	96,274	10,112	94,368	1,906	9,856	256	2,162	
<b>Ombudsman</b>											
Federal Title IIIB	23,951	1,134	25,085	25,085	-	23,951	1,134	-	-	1,134	
Federal Title VII Ombudsman	32,221	2,472	34,693	34,693	-	32,221	2,472	-	-	2,472	
General Fund IIIB	66,845	37,569	104,414	104,414		66,845	37,569			37,569	
Public Health L & C Program	3,578		3,578	3,578		3,578				-	
State Health Facilities Citation	1,219	1,114	2,333	2,333		1,219	1,114			1,114	
SNF Quality & Accountability	16,996		16,996	16,996		16,996				-	
Total Ombudsman	144,810	42,289	187,099	187,099	-	144,810	42,289	-	-	42,289	
<b>Congregate Nutrition (84/16)</b>											
Federal Title IIIC1	135,025	1,148	8,950	145,123	121,903	23,220	113,421	8,482	21,604	1,616	
General Fund C1	45,917	87,282	133,199	111,887	21,312	38,570	73,317	7,347	13,965	87,282	
NSIP C1	17,160	476	17,636	14,814	2,822	14,414	400	2,746	76	476	
Total Congregate Nutr	198,102	88,906	295,958	248,605	47,353	166,406	82,199	31,696	15,657	97,856	
<b>Home-Delivered Meals (83/17)</b>											
Federal Title IIIC2	84,518	1,343	17,901	103,762	86,122	17,640	70,150	15,973	14,368	3,271	
General Fund C2	201,808	177,209	379,017	314,584	64,433	167,501	147,083	34,307	30,126	177,209	
NSIP C2	27,946	776	28,722	23,839	4,883	23,195	644	4,751	132	776	
Total Home Delivered	314,272	179,328	511,501	424,546	86,955	260,846	163,700	53,426	33,529	197,229	
<b>Disease Prevention</b>											
Federal Title IIID	3,025	531	3,556	3,556	-	3,025	531	-	-	531	
Total Disease Prevent	3,025	531	3,556	3,556	-	3,025	531	-	-	531	
<b>Family Caregiver</b>											
Federal Title IIIE	19,595	2,577	22,172	22,172	-	19,595	2,577	-	-	2,577	
Total Family Caregive	19,595	2,577	22,172	22,172	-	19,595	2,577	-	-	2,577	
<b>Elder Abuse</b>											
Federal Title VII Elder Abuse Pre	585	36	621	621	-	585	36	-	-	36	
Total Elder Abuse	585	36	621	621	-	585	36	-	-	36	
<b>Administration</b>											
Federal Title IIIB	18,901		18,901	18,901	-	18,901	-	-	-	-	
Federal Title IIIC1	21,943		22,938	22,938	-	21,943	995	-	-	995	
Federal Title IIIC2	13,735	1,989	15,724	15,724	-	13,735	1,989	-	-	1,989	
Federal Title IIIE	8,226		8,226	8,226	-	8,226	-	-	-	-	
General Fund C1	95		95	95		95	-	-	-	-	
General Fund C2	25		25	25		25	-	-	-	-	
Total Administration	62,925	-	2,984	65,909	65,909	62,925	2,984	-	-	2,984	
<b>Grand Total - All Funds</b>	<b>847,538</b>	<b>315,829</b>	<b>29,835</b>	<b>1,193,202</b>	<b>1,048,782</b>	<b>144,420</b>	<b>752,560</b>	<b>296,222</b>	<b>94,978</b>	<b>49,442</b>	<b>345,664</b>
<b>Funding Summary</b>											
Federal Funds	511,055	12,655	29,835	553,545	494,869	58,676	457,731	37,139	53,324	5,351	42,490
General Fund	314,690	302,060		616,750	531,005	85,745	273,036	257,969	41,654	44,091	302,060
Public Health L & C Program	3,578	-		3,578	3,578		3,578	-	-	-	-
SNF Quality & Accountability	16,996	1,114		18,110	16,996		16,996	-	-	-	-
Special Deposit	1,219			1,219	2,333		1,219	1,114	-	-	1,114
	847,538	315,829	29,835	1,193,202	1,048,782	144,420	752,560	296,222	94,978	49,442	345,664



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 2, 2020

**Departments: Information Technology**

**TIME REQUIRED**

**SUBJECT** Facility Access Control Policy

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Policy governing access to and management of County facilities which utilize electronic access control systems. Through this policy, the County will assign key cards to all employees who need access to any facility with an access control system (ACS) in lieu of physical keys. Employees are expected to manage and properly use those key cards exactly as they would a physical key. The Information Technology and Public Works Departments are responsible for the management and oversight of the County's ACS. As part of this IT will issue cards, assign permissions, and disable cards as part of their normal On-Boarding and Off-Boarding procedures.

**RECOMMENDED ACTION:**

Approve the proposed Access Control Policy

**FISCAL IMPACT:**

None at this time.

**CONTACT NAME:** Nate Greenberg

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Access Control Policy</a>

History

Time

Who

Approval

5/29/2020 3:14 PM	County Administrative Office	Yes
5/26/2020 7:59 AM	County Counsel	Yes
5/28/2020 3:50 PM	Finance	Yes





**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

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

Nate Greenberg  
*Information Technology Director*

June 2, 2020

**To** Honorable Board of Supervisors  
**From** Nate Greenberg, Information Technology Director  
**Subject** Adoption of Mono County Access Control Policy

**Recommendation**

Approve the proposed Access Control Policy

**Discussion**

This item is requesting approval for a newly crafted policy which governs the access to and management of County facilities which utilize electronic access control systems. Through this policy, the County will assign key cards to all employees who need access to any facility with an access control system (ACS) in lieu of physical keys. Employees are expected to manage and properly use those key cards exactly as they would a physical key.

The Information Technology and Public Works Departments are responsible for the management and oversight of the County's ACS. As part of this IT will issue cards, assign permissions, and disable cards as part of their normal On-Boarding and Off-Boarding procedures.

**Fiscal Impact**

None at this time.

**Strategic Plan Alignment**

**Mono County Strategic Priorities**

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

**IT Strategic Initiatives**

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



# ACCESS CONTROL POLICY

## Mono County Information Technology

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### I. INTRODUCTION

This policy governs access to County facilities with electronic access control systems (ACS), and describes the expectations for all individuals who possess County key cards.

The County will assign key cards to all employees who need access to any facility with an ACS in lieu of physical keys. Employees are expected to manage and properly use those key cards exactly as they would a physical key.

The Information Technology and Public Works Departments are responsible for the management and oversight of the County's ACS. As part of this IT will issue cards, assign permissions, and disable cards as part of their normal On-Boarding and Off-Boarding procedures. It is the responsibility of Department Heads as part of new employee requests to clearly designate access needs for that employee.

### II. KEY CARD AUTHORIZATION AND DEACTIVATION PROCEDURES:

#### A. County Employees

1. Each employee will be issued a unique key card which will be associated with their name and department.
2. Employees will be assigned the appropriate role(s) to ensure that the key card allows them for specific, unique access into the doors in the building(s) which are required for them to perform their job. See Section III for additional details on access and roles.
3. Key cards may not be shared and may not be given or loaned out to other employees or the general public – they are to be treated as physical keys which are uniquely assigned.
4. Department Heads must request key cards for staff as part of the New Employee Request Form. IT will create the key card for the employee and provide it to them during their On-Boarding.

5. IT must be notified at least 24 hours in advance of any employee separation so that the employee's key card can be disabled appropriately and timely.
6. At least quarterly, the IT Department will provide a list of all active key cards for departmental review. Department Heads, or their designee, shall be responsible for reviewing the list and informing IT of any needed changes.

## **B. Non-County Employees**

1. Key cards may be requested for non-County employees who need regular access to the building or departmental suites. Any such request must come from the Department Head, County Administrator, or Public Works Director to IT via a Key Card Request Form.
2. All key cards provided to Non-County employees must be issued with an end date and time. Requests for such cards must contain this information or they will not be issued.
3. Any key card issued to a vendor or for other 'long-term' use will be automatically set to expire on December 31<sup>st</sup> of each year. The department responsible for the oversight of that individual will need to re-authorize the extension of the key card's use.
4. Non-employee key cards will generally not provide access to facilities after hours. Any such need must be clearly requested and authorized by the Department Head or County Administrator.

## **C. General Public**

1. The general public will not be issued key cards and are expected to enter buildings during normal business hours, or be escorted by a county employee for after-hours access.
2. Regular clients who are receiving services from County departments may make special arrangements with staff in order to gain access to facilities after-hours if required to receive such services.

## **D. Lost & Stolen Key Cards**

1. A lost or stolen key card is a critical security incident.

2. Any individual who loses their key card or believes that their key card has been stolen shall immediately report the event to Information Technology by calling (760) 932-5500.
3. Information Technology will immediately disable the key card. A new key card may be issued to the individual who originally held it.

### **III. ACCESS GROUPS; CATEGORICAL ACCESS; REQUESTING ACCESS**

#### **A. Access Groups**

##### **i. Public Access**

1. Public access to facilities is generally accommodated through the main entrance(s) to lobbies, foyers, common internal hallways, waiting rooms, and certain meeting rooms during normal business hours.
2. The public shall not have access to departmental suites and other secure areas of the building unless accompanied by a County Employee.

##### **ii. General Staff Access**

1. General staff access to facilities provides for county employees to gain 24/7/365 access to internal common areas, hallways, and meeting rooms which may be otherwise closed to the public or shut for public use after-hours.

##### **iii. Departmental Access**

1. Departmental access is automatically provided to all County Employees within that department.
2. Departmental access may be additionally provided to county employees and non-County employees if requested by the department head through a Key Card Request Form.

#### **B. General Exceptions & Additions**

1. Department Heads may request an Exception to Section III.A for any staff within their department in order to provide for increased levels of security.
2. Department Heads may authorize individuals not traditionally in their Departmental Access group additional rights in order to access their suite or other doors within their perview.

## **C. Categorical Access**

### **i. Public Works**

1. Facilities staff and managers will be provided access to County facilities where key card doors exist in order to provide normal building maintenance. Certain doors may be excluded at the request of Department Heads or the CAO via written memo to the IT Department.
2. Custodial staff will be provided access throughout County facilities and within department suites during normal business hours. Certain doors may be excluded or additional exceptions made at the request of Department Heads or the CAO via written memo to the IT Department.

### **ii. Emergency Services & Law Enforcement**

1. Local emergency personnel and law enforcement may be provided with a key card which provides for general staff access. Additional access may be requested, but must be authorized by the impacted Department Head and the County Administrator.
2. Emergency Services & Law Enforcement key cards shall be audited on a quarterly basis by Information Technology and management within the appropriate emergency services branch or agency.

## **D. Requesting Access**

1. Prior to June 1, 2020, all County employees assigned to work in facilities using ACS will be assigned a key card which provides for general staff access and departmental access based on the position they hold in the organization. A record of this configuration is available from IT upon request of the Department Head.

2. Beginning June 1, 2020, a Key Card Request Form is required for all new personnel, or exceptions and additions to the standard provisions set forth in III.C.1 before a card will be issued or changes made.
3. It is the responsibility of each department head, or his or her designee, to determine and provide their employees with access rights based on job requirements.

#### **IV. OTHER PROVISIONS**

1. The key card is the property of Mono County and must be returned when the cardholder separates from employment.
2. A quarterly audit for all doors in the system shall be conducted by the IT Department and each Department Head to ensure that access is adequate and appropriate for all staff.
3. It is the responsibility of each employee to notify his/her supervisor if they observe other employees or members of the public attempting to circumvent, manipulate, or undermine building security.



# INFORMATION TECHNOLOGY KEY CARD REQUEST FORM

Department Head,

Please complete the section below and email to [support@mono.ca.gov](mailto:support@mono.ca.gov). **This form must be submitted at least 1 days before the start date** of any employee or requested access change. **Note:** This form does not need to be filled out in addition to the New Employee Request Form if this access request is for a new staff member.

**EFFECTIVE DATE** \_\_\_\_\_ *Must be at least 1 day ahead of setup*

**STAFF/INDIVIDUAL NAME** \_\_\_\_\_

**POSITION TITLE** \_\_\_\_\_

**DEPARTMENT / COMPANY** \_\_\_\_\_

**PRIMARY WORK LOCATION** \_\_\_\_\_

**ALTERNATE WORK LOCATION(S)** \_\_\_\_\_

**ACCESS GROUPS TO ASSIGN**

\_\_\_\_\_ **GENERAL STAFF ACCESS**

\_\_\_\_\_ **DEPARTMENTAL ACCESS** \_\_\_\_\_

\_\_\_\_\_ **EXCEPTIONS** \_\_\_\_\_

\_\_\_\_\_ **ADDITIONS** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FORM COMPLETED BY** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**FOR IT TO COMPLETE**

**DATE RECEIVED** \_\_\_\_\_

**RECEIVED BY** \_\_\_\_\_





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 2, 2020

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT** Third Amendment to Senior Services  
Contract with Inyo County

**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)

Third amendment to the contract with Inyo County for an increase of funds for FY 2019-20 pertaining to the Senior Services Program.

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### RECOMMENDED ACTION:

Approve the proposed contract Amendment #3 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020 and authorize the Board Chair to execute such Amendment on behalf of the County. Provide any desired direction to staff.

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### FISCAL IMPACT:

The proposed contract amendment provides an overall increase in funding for the fiscal year 2019-20. The new amount for fiscal year 2019-20 is \$144,420. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$424,912.

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**CONTACT NAME:** Kathy Peterson

**PHONE/EMAIL:** 760-937-6518 / kpeterson@mono.ca.gov

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### SEND COPIES TO:

Kathy Peterson

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[staff report](#)

[Amendment](#)

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/29/2020 3:14 PM	County Administrative Office	Yes
5/27/2020 10:31 AM	County Counsel	Yes
5/28/2020 3:37 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

**C O U N T Y O F M O N O**

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



To: Mono County Board of Supervisors  
From: Kathy Peterson, Social Services Director  
Date: May 8, 2020  
Re: Amendment #3 to Contract between County of Inyo and County of Mono for an increase in funds related to the Senior Services Program.

**Recommended Action:**

Approve the proposed contract Amendment #3 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020 and authorize the Board Chair to execute such Amendment on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:**

The proposed contract amendment provides an overall increase in funding for the fiscal year 2019-20 allocation. The new amount for fiscal year 2019-20 is \$144,420. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$424,912.00.

**Discussion:**

This Board approved a four-year contract between County of Inyo and County of Mono providing revenues for Mono County Senior Services for a contract period of July 1, 2016 through June 30, 2020. This amendment serves to update the FY 2019-20 allocation amount for Mono County and adjusts the total contract amount.

The County of Inyo has forwarded to us for the Mono County Board of Supervisors' review and approval a contract amendment that achieves the following:

1. Provide an overall increases in funding for the senior program for the period July 1, 2019 through June 30, 2020 from \$97,473 to \$144,420 total through the following:
  - a. an adjustment in base funding (\$2,495 decrease)
  - b. the addition of one-time-only and adjustment funds (\$44,967), and
  - c. the addition of Families First Coronavirus Response Act Emergency Funding (\$4,475)
2. Sets the three-year contract limit to \$424,912.00.

The proposed County of Inyo Contract Amendment #3 is attached to this Board Agenda Item.

**AMENDMENT NUMBER 3 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**County of Mono**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services, of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 7, 2017, on County of Inyo Standard Contract No. 116, for the term from July 1, 2016 to June 30, 2020.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$424,912.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

SCHEDULE OF FEES:

3. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$424,387.00; the 2016/17 allocation and One Time Only funds are \$101,459.00; the 2017/18 allocation and One Time Only funds are \$88,696.00; the 2018/19 allocation and One Time Only funds are \$94,812; and the 19/20 allocation, One Time Only and Adjustment and Families First Coronavirus Response Act Emergency Funding are \$144,420.

The effective date of this Amendment to the Agreement is July 1, 2019.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 3 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**County of Mono**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

\_\_\_\_\_  
Type or Print

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN  
Budget Display  
Fiscal Year 2019/20**

**Eastern Sierra Area Agency on Aging**

	OTO & Adj Families			Inyo County	Mono County	FY 19/20 Inyo Base Allocation	FY 19/20 Inyo Difference	FY 19/20 Mono Base Allocation	FY 19/20 Mono Difference	Net Change
	Baseline	First Corona \$	Total							
<b>Supportive Services</b>										
Legal	20,000		20,000	20,000		20,000	-	-	-	-
0.2 I&A	16,634	432	17,067	17,067		16,634	432	-	-	432
0.15 Transportation (77/23)	12,476	324	12,800	9,856	2,944	9,606	250	2,869	75	324
0.6 Assisted Transportation (86/14)	49,903	1,297	51,200	44,032	7,168	42,916	1,116	6,986	182	1,297
0.05 Telephone Reassurance	5,211	108	5,319	5,319		5,211	108	-	-	108
<b>Total Supportive Services</b>	<b>104,224</b>	<b>2,162</b>	<b>106,386</b>	<b>96,274</b>	<b>10,112</b>	<b>94,368</b>	<b>1,906</b>	<b>9,856</b>	<b>256</b>	<b>2,162</b>
<b>Ombudsman</b>										
Federal Title IIIB	23,951	1,134	25,085	25,085		23,951	1,134	-	-	1,134
Federal Title VII Ombudsman	32,221	2,472	34,693	34,693		32,221	2,472	-	-	2,472
General Fund IIIB	66,845	37,569	104,414	104,414		66,845	37,569	-	-	37,569
Public Health L & C Program	3,578		3,578	3,578		3,578		-	-	
State Health Facilities Citation	1,219	1,114	2,333	2,333		1,219	1,114	-	-	1,114
SNF Quality & Accountability	16,996		16,996	16,996		16,996		-	-	
<b>Total Ombudsman</b>	<b>144,810</b>	<b>42,289</b>	<b>187,099</b>	<b>187,099</b>	<b>-</b>	<b>144,810</b>	<b>42,289</b>	<b>-</b>	<b>-</b>	<b>42,289</b>
<b>Congregate Nutrition (84/16)</b>										
Federal Title IIIC1	135,025	1,148	136,173	121,903	23,220	113,421	8,482	21,804	1,616	10,098
General Fund C1	45,917	87,282	133,199	111,887	21,312	38,570	73,317	7,347	13,965	87,282
NSIP C1	17,160	476	17,636	14,814	2,822	14,414	400	2,746	76	476
<b>Total Congregate Nutr</b>	<b>198,102</b>	<b>88,906</b>	<b>287,008</b>	<b>248,605</b>	<b>47,353</b>	<b>166,406</b>	<b>82,199</b>	<b>31,896</b>	<b>15,657</b>	<b>97,856</b>
<b>Home-Delivered Meals (83/17)</b>										
Federal Title IIIC2	84,518	1,343	85,861	86,122	17,640	70,150	15,973	14,368	3,271	19,244
General Fund C2	201,808	177,209	379,017	314,584	64,433	167,501	147,083	34,307	30,126	177,209
NSIP C2	27,946	776	28,722	23,839	4,883	23,195	644	4,751	132	776
<b>Total Home Delivered</b>	<b>314,272</b>	<b>179,328</b>	<b>493,600</b>	<b>424,546</b>	<b>69,956</b>	<b>260,846</b>	<b>163,700</b>	<b>53,426</b>	<b>33,529</b>	<b>197,229</b>
<b>Disease Prevention</b>										
Federal Title IIID	3,025	531	3,556	3,556		3,025	531	-	-	531
<b>Total Disease Prevent</b>	<b>3,025</b>	<b>531</b>	<b>3,556</b>	<b>3,556</b>	<b>-</b>	<b>3,025</b>	<b>531</b>	<b>-</b>	<b>-</b>	<b>531</b>
<b>Family Caregiver</b>										
Federal Title IIIE	19,595	2,577	22,172	22,172		19,595	2,577	-	-	2,577
<b>Total Family Caregive</b>	<b>19,595</b>	<b>2,577</b>	<b>22,172</b>	<b>22,172</b>	<b>-</b>	<b>19,595</b>	<b>2,577</b>	<b>-</b>	<b>-</b>	<b>2,577</b>
<b>Elder Abuse</b>										
Federal Title VII Elder Abuse Pre	585	36	621	621		585	36	-	-	36
<b>Total Elder Abuse</b>	<b>585</b>	<b>36</b>	<b>621</b>	<b>621</b>	<b>-</b>	<b>585</b>	<b>36</b>	<b>-</b>	<b>-</b>	<b>36</b>
<b>Administration</b>										
Federal Title IIIB	18,901		18,901	18,901		18,901		-	-	
Federal Title IIIC1	21,943	995	22,938	22,938		21,943	995	-	-	995
Federal Title IIIC2	13,735	1,989	15,724	15,724		13,735	1,989	-	-	1,989
Federal Title IIIE	8,226		8,226	8,226		8,226		-	-	
General Fund C1	95		95	95		95		-	-	
General Fund C2	25		25	25		25		-	-	
<b>Total Administration</b>	<b>62,925</b>	<b>-</b>	<b>62,925</b>	<b>62,925</b>	<b>-</b>	<b>62,925</b>	<b>2,984</b>	<b>-</b>	<b>-</b>	<b>2,984</b>
<b>Grand Total - All Funds</b>	<b>847,538</b>	<b>315,829</b>	<b>1,163,367</b>	<b>1,048,782</b>	<b>144,420</b>	<b>752,560</b>	<b>296,222</b>	<b>94,978</b>	<b>49,442</b>	<b>345,664</b>
<b>Funding Summary</b>										
Federal Funds	511,055	12,655	523,710	494,869	58,676	457,731	37,139	53,324	5,351	42,490
General Fund	314,690	302,060	616,750	531,005	85,745	273,036	257,969	41,654	44,091	302,060
Public Health L & C Program	3,578	-	3,578	3,578		3,578		-	-	
SNF Quality & Accountability	16,996	1,114	18,110	16,996		16,996		-	-	
Special Deposit	1,219		1,219	2,333		1,219	1,114	-	-	1,114
	847,538	315,829	1,163,367	1,048,782	144,420	752,560	296,222	94,978	49,442	345,664

*In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26<sup>th</sup> day of February 2019 an order was duly made and entered as follows:

**HHS-ESAAA –  
Mono County  
Agreement  
Amendment 2**

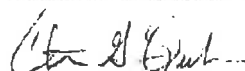
HHS Director Marilyn Mann presented for approval an amendment to the agreement with Mono County to provide ESAAA services to eligible residents, noting that HHS will begin work on a new area plan later this year. Supervisor Griffiths said it might be a good opportunity to examine the current model of delivering services to determine whether there is room for increased efficiencies. Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to ratify and approve Amendment No. 2 to the four-year agreement with the County of Mono for provision of Eastern Sierra Area Agency on Aging services to Mono County eligible residents, in the total amount not to exceed \$94,812 for the period beginning July 1, 2018 through June 30, 2019 and not exceeding the total four-year amount of \$382,440 for the period of July 1, 2016 through June 30, 2020. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: March 1, 2019

WITNESS my hand and the seal of said Board this 26<sup>th</sup>  
Day of February, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

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



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
16

- Consent   
 Departmental   
 Correspondence Action   
 Public Hearing  
 Scheduled Time for   
 Closed Session   
 Informational

**FROM:** HEALTH & HUMAN SERVICES – ESAAA

**FOR THE BOARD MEETING OF:** 2/26/19

**SUBJECT:** Ratify Amendment #2 to the Contract with County of Mono for ESAAA Services to Seniors

**DEPARTMENTAL RECOMMENDATION:**

Request your Board ratify Amendment #2 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, in the total amount not to exceed \$94,812 for the period beginning July 1, 2018 through June 30, 2019 and not exceeding the total four-year amount of \$382,440 for the period of July 1, 2016 through June 30, 2020.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The base allocations were approved in late June 2018 and One Time Only monies were allocated in October, 2018. This contract amendment was sent to Mono County at that time for processing. The signed agreement was returned to our office in early January and routed through the approval process.

This amendment is coming before you in order to update the FY 18/19 allocation amount with Mono County by increasing the contract in the amount of \$6,116 of increased base allocation and One Time Only Funds (unspent funds from the prior fiscal year as calculated by CDA). Each year the California Department of Aging (CDA) sends out allocations for each Planning and Service Area (PSA). After the allocation is received, Inyo County HHS Staff further breaks down the allocations into what is available for Inyo County and what is available for Mono County based on the percentages that were approved by the Governing Board for the four year plan that is currently in place. The Department used this calculation to determine the above referenced amount. This amendment allows Mono County to use the funds in the current fiscal year.

The funding amounts per year for Mono services with one time only adjustment are as follows:

<u>Fiscal Year</u>	
2016/17 =	\$101,459
2017/18 =	\$88,696 (with OTO fund adjustment)
2018/19 =	\$94,812 (with OTO fund adjustment)
2019/20 =	\$97,473

These amounts are contingent upon State allocations in future years and any One Time Only funds or Sequestration cuts/restoration, the above amounts could be lower or higher.

**ALTERNATIVES:**

Board could choose not to approve this request. This is not recommended as this could result in Mono




County Involving for an amount that is higher than the actual allocation available.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging

**FINANCING:**

Funding for this contract comes from California Department of Aging State and Federal Funds. This is budgeted in the ESAAA Budgets (683000) in Other County Contributions (5539). No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b> GC	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>1/30/19</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: _____
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>2/4/19</u>
<b>BUDGET OFFICER:</b> n/a	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2/13/19

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
County of Mono  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services, of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 7, 2017, on County of Inyo Standard Contract No. 116, for the term from July 1, 2016 to June 30, 2020.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$382,440.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

**SCHEDULE OF FEES:**

3. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$382,440.00; the 2016/17 allocation and One Time Only funds are \$101,459.00; the 2017/18 allocation and One Time Only funds are \$88,696.00; the 2018/19 allocation and One Time Only funds are \$94,812; and the allocation amount to be reimbursed will be approximately \$97,473.00 for the remaining fiscal year.

The effective date of this Amendment to the Agreement is July 1, 2018.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
County of Mono  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

20th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF February, 2019.

COUNTY OF INYO  
By: [Signature]  
Dated: 2-26-19

CONTRACTOR  
By: [Signature]  
Signature  
John Peters, Board Chair  
Type or Print  
Dated: January 8, 2019

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]  
County Risk Manager

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN  
Budget Display  
Fiscal Year 2018/19**

**Eastern Sierra Area Agency on Aging**

	OTO-change in base		Inyo County	Mono County	FY 17/18 Inyo Planning Allocations	FY 18/19 Inyo Difference	FY 17/18 Mono Planning Allocations	FY 18/19 Mono Difference	Net Change from 17/18
	Baseline	Total							
<b>Supportive Services</b>									
Legal	20,000	20,000	20,000		20,000	-			
0.2 I&A	17,602	344	17,846		16,487	2,359			2,359
0.1B Transportation (77/23)	13,127	258	13,385		10,908	8,606			8,606
0.8 Assisted Transportation (88/14)	51,483	2,085	53,568		48,043	3,133			3,133
0.0B Telephone Reassurance	5,400	114	5,514		5,302	212			212
Total Supportive Services	107,512	110,283	110,283	99,709	93,304	6,405	9,294	730	7,133
<b>84,769 Ombudsman</b>									
Federal Title IIIB	16,077	8,738	23,815	23,815	15,478	8,337			8,337
Federal Title VII Ombudsman	19,275	14,834	34,109	34,109	19,275	14,833			14,833
General Fund IIIB	8,939	57,310	66,249	66,249	6,948	57,304			57,304
Public Health L & C Program	3,578	3,578	3,578	3,578	3,578	(2)			(2)
State Health Facilities Citation	1,208	1,208	1,208	1,208	2,324	(1,116)			(1,116)
SNF Quality & Accountability	16,885	16,885	16,885	16,885	16,885	(10)			(10)
Total Ombudsman	65,058	80,882	145,940	145,940	68,596	79,344			79,344
<b>Congregate Nutrition (84/16)</b>									
Federal Title IIIC1	118,646	780	120,426	101,188	122,305	(21,147)	18,295	(1,023)	(20,172)
General Fund C1	82,457	(26,742)	55,715	46,801	44,677	2,124	3,310	48	3,358
NSIP C1	14,818	910	15,728	13,044	12,880	184	2,988	30	2,958
Total Congregate Nut	216,721	(26,062)	191,659	161,002	179,842	(16,840)	24,593	(3,345)	(21,428)
<b>Home-Delivered Meals (83/17)</b>									
Federal Title IIIC2	93,903	1,848	95,581	79,307	80,616	18,882	12,215	2,428	(20,861)
General Fund C2	178,283	18,867	193,120	180,280	130,284	30,028	89,851	8,149	38,178
NSIP C2	24,901	1,552	26,453	21,958	26,507	(4,851)	3,457	(994)	(18,646)
Total Home Delivered	288,087	20,057	315,124	261,563	217,698	43,887	105,523	8,983	52,137
<b>Disease Prevention</b>									
Federal Title IIID	2,723	1,164	3,887	3,887	2,669	1,218			1,218
Total Disease Preven	2,723	1,164	3,887	3,887	2,669	1,218			1,218
<b>Family Caregiver</b>									
Federal Title IIIE	18,805	5,881	24,686	24,686	10,393	5,293			5,293
Total Family Caregiva	18,805	5,881	24,686	24,686	10,393	5,293			5,293
<b>Elder Abuse</b>									
Federal Title VII Elder Abuse Pre	609	48	655	655	885	(30)			(30)
Total Elder Abuse	609	48	655	655	885	(30)			(30)
<b>Administration</b>									
Federal Title IIIB	19,081	661	19,982	19,982	16,663	1,409			1,409
Federal Title IIIC1	19,079	484	19,563	19,563	23,239	(3,670)			(3,670)
Federal Title IIIC2	14,974	514	15,488	15,488	11,893	3,785			3,785
Federal Title IIIE	8,252	812	9,064	9,064	7,787	1,297			1,297
General Fund C1	103	(13)	90	80	110	(20)			(20)
General Fund C2	28	(3)	25	25	29	(6)			(6)
Total Administration	61,517	2,675	64,192	64,192	61,885	2,807			2,807
<b>Grand Total - All Funds</b>	<b>768,012</b>	<b>88,424</b>	<b>858,436</b>	<b>781,824</b>	<b>641,680</b>	<b>120,064</b>	<b>24,593</b>	<b>8,116</b>	<b>(28,182)</b>
<b>Funding Summary</b>									
Federal Funds	478,455	41,015	519,470	488,403	434,036	31,768	33,809	(690)	37,327
General Fund	267,790	47,409	315,199	273,484	184,025	89,428	33,181	8,534	85,889
Public Health L & C Program	3,578	3,578	3,578	3,578	3,578				
SNF Quality & Accountability	16,985	16,985	16,985	16,985	16,985	(10)			(10)
Special Deposit	1,208	1,208	1,208	1,208	2,324	(1,116)			(1,116)
	768,012	88,424	858,436	781,824	641,680	120,064	24,593	8,116	(28,182)

**BOARD OF SUPERVISORS  
COUNTY OF MONO  
P.O. BOX 715, BRIDGEPORT, CA 93517**

**Shannon Kendall**  
760-932-5533  
skendall@mono.ca.gov  
Clerk of the Board

**REGULAR MEETING of  
January 08, 2019**

**Helen Nunn**  
760-932-5534  
hnunn@mono.ca.gov  
Assistant Clerk of the Board

**MINUTE ORDER  
M19-05  
Agenda Item #5b**

**TO: Social Services**

**SUBJECT: Second Amendment to Contract with Inyo County for  
Senior Services funds**

Approve the proposed contract Amendment #2 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020 and authorize the Board Chair to execute such Amendment on behalf of the County.

**Gardner moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M18-05**

*In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20<sup>th</sup> day of February 2018 an order was duly made and entered as follows:

*HHS-ESAAA – Ratify  
Mono County  
Agreement  
Amendment 1*

HHS Director Marilyn Mann presented for ratification and approval an amendment to the existing agreement between Inyo and Mono counties for aging services. Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to ratify and approve Amendment No. 1 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging services to Mono County eligible residents, in the total amount not to exceed \$88,696 for the period beginning July 1, 2017 through June 30, 2018 and not exceeding the total four-year amount of \$385,101 for the period of July 1, 2016 through June 30, 2020. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: February 27, 2018

WITNESS my hand and the seal of said Board this 20<sup>th</sup>  
Day of February, 2018



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisor

By \_\_\_\_\_



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only AGENDA NUMBER  21
---

Consent    Departmental    Correspondence Action    Public Hearing  
 Scheduled Time for    Closed Session    Informational

**FROM:** HEALTH & HUMAN SERVICES – ESAAA

**FOR THE BOARD MEETING OF:** February 20, 2018

**SUBJECT:** Ratify Amendment #1 to the Contract with County of Mono for ESAAA Services to Seniors

**DEPARTMENTAL RECOMMENDATION:**

Request your Board ratify Amendment #1 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, in the total amount not to exceed \$88,696 for the period beginning July 1, 2017 through June 30, 2018 and not exceeding the total four-year amount of \$385,101 for the period of July 1, 2016 through June 30, 2020.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The base allocations were approved in late June 2017 and One Time Only monies were allocated in October, 2017. This contract amendment was sent to Mono County at that time for processing. The signed agreement was returned to our office mid-December and routed through the approval process.

This amendment is coming before you in order to update the FY 17/18 allocation amount with Mono County by increasing the contract in the amount of \$548 of One Time Only Funds (unspent funds from the prior fiscal year as calculated by CDA), the Mono County portion of the \$6,186 funds received for FY 17/18. Each year the California Department of Aging (CDA) sends out allocations for each Planning and Service Area (PSA). After the allocation is received, Inyo County HHS Staff further breaks down the allocations into what is available for Inyo County and what is available for Mono County based on the percentages that were approved by the Governing Board for the four year plan that is currently in place. The Department used this calculation to determine the above referenced amount. This amendment allows Mono County to use the funds in the current fiscal year.

The funding amounts per year for Mono services with one time only adjustment are as follows:

<u>Fiscal Year</u>
2016/17 = \$101,459
2017/18 = \$88,696 (with OTO fund adjustment)
2018/19 = \$97,473
2019/20 = \$97,473

These amounts are contingent upon State allocations in future years and any One Time Only funds or Sequestration cuts/restoration, the above amounts could be lower or higher.

**ALTERNATIVES:**

Board could choose not to approve this request. This is not recommended as this could result in Mono



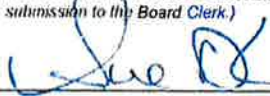
County invoicing for an amount that is higher than the actual allocation available.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging

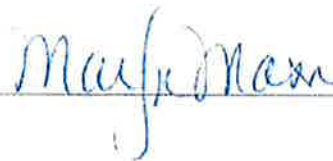
**FINANCING:**

Funding for this contract comes from California Department of Aging State and Federal Funds. This is budgeted in the ESAAA Budgets (683000) in Other County Contributions (5539). No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>YES</u> Date: <u>1/26/18</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>1/26/18</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>1/30/18</u>
<b>BUDGET OFFICER:</b> <u>N/A</u>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: <u>—</u> Date: <u>—</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2/1/18



**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
County of Mono  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 7, 2017 on County of Inyo Standard Contract No. 116 for the term from July 1, 2016 to June 30, 2020

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$385,101.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

**SCHEDULE OF FEES:**

3. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$385,101.00; the 20016/17 allocation and One Time Only funds are \$101,459.00; the 2017/18 allocation and One Time Only funds are \$88,696.00; and the allocation amount to be reimbursed will be approximately \$97,473.00 for each remaining fiscal year.

The effective date of this Amendment to the Agreement is July 1, 2017

All the other terms and conditions of the Agreement are unchanged and remain the same

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**County of Mono**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

5 IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF December, 2017

**COUNTY OF INYO**

By: [Signature]  
Dated: 2-20-18

**CONTRACTOR**

By: [Signature]  
Signature  
Stacy Corless  
Type or Print  
Dated: December 5, 2017

**APPROVED AS TO FORM AND LEGALITY:**

[Signature]  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

[Signature]  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

[Signature]  
Personnel Services

**APPROVED AS TO RISK ASSESSMENT:**

[Signature]  
County Risk Manager

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN  
Budget Display-Amendment 1  
Fiscal Year 2017/18

Eastern Sierra Area Agency on Aging

	OTO-SN		Inyo County	Mono County	FY 16/17 Inyo Planning Allocations	FY 17/18 Inyo Difference	FY 16/17 Mono Planning Allocations	FY 17/18 Mono Difference	Net Change
	Baseline	Total							
<b>Supportive Services</b>									
Legal	20,000	20,000	20,000	-	20,000	-	-	-	-
0.2 I&A	15,413	74	15,487	15,487	16,016	(529)	-	-	(529)
0.16 Transportation (77/23)	12,418	56	12,474	9,805	9,249	358	2,763	106	492
0.6 Assisted Transportation (86/14)	49,672	223	49,895	42,910	41,322	1,568	6,727	258	1,848
0.05 In Home	5,283	19	5,302	5,302	5,283	19	-	-	19
<b>Total Supportive Services</b>	<b>102,786</b>	<b>372</b>	<b>103,158</b>	<b>93,303</b>	<b>91,670</b>	<b>1,433</b>	<b>9,490</b>	<b>364</b>	<b>1,796</b>
<b>Ombudsman</b>									
Federal Title IIIB	16,086	413	15,478	15,478	15,075	403	-	-	403
Federal Title VII Ombudsman	19,059	217	19,276	19,276	18,984	292	-	-	292
General Fund IIIB	8,945	-	8,945	8,945	8,942	3	-	-	3
Public Health L & C Program	3,578	-	3,578	3,578	3,577	1	-	-	1
State Health Facilities Citation	1,214	1,110	2,324	2,324	1,212	1,112	-	-	1,112
SNF Quality & Accountability	16,995	-	16,995	16,995	16,991	4	-	-	4
<b>Total Ombudsman</b>	<b>64,856</b>	<b>1,740</b>	<b>66,596</b>	<b>66,596</b>	<b>64,781</b>	<b>1,815</b>	<b>-</b>	<b>-</b>	<b>1,815</b>
<b>Congregate Nutrition (84/16)</b>									
Federal Title IIIC1	143,867	1,734	145,601	122,306	122,093	212	29,260	40	282
General Fund C1	53,187	-	53,187	44,677	49,988	(5,311)	9,621	(1,031)	(6,322)
NSIP C1	15,104	205	15,309	12,860	13,740	(880)	2,617	(185)	(1,046)
<b>Total Congregate Nutri</b>	<b>212,158</b>	<b>1,939</b>	<b>214,097</b>	<b>170,643</b>	<b>185,821</b>	<b>(5,980)</b>	<b>35,394</b>	<b>(1,136)</b>	<b>(7,116)</b>
<b>Home-Delivered Meals (83/17)</b>									
Federal Title IIIC2	72,406	624	73,030	80,615	61,888	(1,071)	12,634	(219)	(1,290)
General Fund C2	156,945	-	156,945	130,284	180,881	(30,597)	32,948	(8,267)	(36,854)
NSIP C2	31,781	517	32,298	26,807	34,210	(7,403)	7,007	(1,516)	(8,919)
<b>Total Home Delivered</b>	<b>281,132</b>	<b>1,141</b>	<b>282,273</b>	<b>217,687</b>	<b>256,757</b>	<b>(39,070)</b>	<b>52,589</b>	<b>(8,003)</b>	<b>(47,973)</b>
<b>Disease Prevention</b>									
Federal Title IIID	2,558	111	2,669	2,669	2,583	106	-	-	106
<b>Total Disease Preven</b>	<b>2,558</b>	<b>111</b>	<b>2,669</b>	<b>2,669</b>	<b>2,583</b>	<b>106</b>	<b>-</b>	<b>-</b>	<b>106</b>
<b>Family Caregiver</b>									
Federal Title IIIE	17,436	1,957	19,393	19,393	18,112	1,281	-	-	1,281
<b>Total Family Caregive</b>	<b>17,436</b>	<b>1,957</b>	<b>19,393</b>	<b>19,393</b>	<b>18,112</b>	<b>1,281</b>	<b>-</b>	<b>-</b>	<b>1,281</b>
<b>Elder Abuse</b>									
Federal Title VII Elder Abuse Pre	649	36	685	685	650	35	-	-	35
<b>Total Elder Abuse</b>	<b>649</b>	<b>36</b>	<b>685</b>	<b>685</b>	<b>650</b>	<b>35</b>	<b>-</b>	<b>-</b>	<b>35</b>
<b>Administration</b>									
Federal Title IIIB	18,553	-	18,553	18,553	18,123	430	-	-	430
Federal Title IIIC1	23,233	-	23,233	23,233	23,542	(309)	-	-	(309)
Federal Title IIIC2	11,693	-	11,693	11,693	12,037	(344)	-	-	(344)
Federal Title IIIE	7,767	-	7,767	7,767	7,905	(138)	-	-	(138)
General Fund C1	110	-	110	110	108	2	-	-	2
General Fund C2	29	-	29	29	29	-	-	-	-
<b>Total Administration</b>	<b>61,385</b>	<b>-</b>	<b>61,385</b>	<b>61,385</b>	<b>61,744</b>	<b>(359)</b>	<b>-</b>	<b>-</b>	<b>(359)</b>
<b>Grand Total - All Funds</b>	<b>722,960</b>	<b>7,296</b>	<b>730,256</b>	<b>641,559</b>	<b>682,298</b>	<b>(40,739)</b>	<b>97,473</b>	<b>(6,777)</b>	<b>(48,516)</b>
<b>Funding Summary</b>									
Federal Funds	481,957	6,186	488,143	434,837	440,590	(5,953)	65,004	(1,496)	(7,451)
General Fund	219,216	-	219,216	184,025	219,928	(35,903)	42,469	(7,278)	(43,161)
Public Health L & C Program	3,578	-	3,578	3,578	3,577	1	-	-	1
SNF Quality & Accountability	16,995	-	16,995	16,995	16,991	4	-	-	4
State Health Facilities Citation Pe	1,214	1,110	2,324	2,324	1,212	1,112	-	-	1,112
	<b>722,960</b>	<b>7,296</b>	<b>730,256</b>	<b>641,559</b>	<b>682,298</b>	<b>(40,740)</b>	<b>97,473</b>	<b>(6,777)</b>	<b>(48,516)</b>

**AREA PLAN  
 Budget Display  
 Fiscal Year 2017-18 (Federal Funding Years 2017 & 2018)  
 County of Inyo**

**12 months (July 1, 2017 - June 30, 2018)**

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Total OTO	Updated Total	Net Change
<b>Supportive Services</b>								
Federal Title IIIB	3BSL17-17	25,697 (b)	-	-	25,697	372	26,069	372
Federal Title IIIB	3BSL18-17	77,089 (c)	-	-	77,089	-	77,089	-
<b>Total Supportive Services</b>		<b>102,786</b>	<b>-</b>	<b>-</b>	<b>102,786</b>	<b>372</b>	<b>103,158</b>	<b>372</b>
<b>Ombudsman</b>								
Federal Title IIIB	3BOL17-17	3,768 (b)	-	-	3,768	413	4,179	413
Federal Title IIIB	3BOL18-17	11,299 (c)	-	-	11,299	-	11,299	-
Federal Title VIIa	7OFL17-17	4,765 (b)	-	-	4,765	217	4,982	217
Federal Title VIIa	7OFL18-17	14,294 (c)	-	-	14,294	-	14,294	-
General Fund IIIB Public Health L & C Program Fund	B1GL LCPF	8,945 (a) 3,578 (a)	-	-	8,945 3,578	-	8,945 3,578	-
State Health Facilities Citation Penalties Account	SDFL	1,214 (a)	1,110 (a)	-	2,324	-	2,324	1,110
SNF Quality & Accountability	SNFL	16,995 (a)	-	-	16,995	-	16,995	-
<b>Total Ombudsman</b>		<b>64,856</b>	<b>1,110</b>	<b>-</b>	<b>65,966</b>	<b>630</b>	<b>66,596</b>	<b>1,740</b>
<b>Congregate Nutrition</b>								
Federal Title IIIC1	3C1L17-17	35,967 (b)	-	-	35,967	1,734	37,701	1,734
Federal Title IIIC1	3C1L18-17	107,900 (c)	-	-	107,900	-	107,900	-
General Fund C1	C1GL	53,187 (a)	-	-	53,187	-	53,187	-
NSIP C1	NC1L17-17	3,776 (b)	-	-	3,776	205	3,981	205
NSIP C1	NC1L18-17	11,328 (c)	-	-	11,328	-	11,328	-
<b>Total Congregate Nutrition</b>		<b>212,158</b>	<b>-</b>	<b>-</b>	<b>212,158</b>	<b>1,939</b>	<b>214,097</b>	<b>1,939</b>
<b>Home-Delivered Meals</b>								
Federal Title IIIC2	3C2L17-17	18,102 (b)	-	-	18,102	624	18,726	624
Federal Title IIIC2	3C2L18-17	54,304 (c)	-	-	54,304	-	54,304	-
General Fund C2	C2GL	156,945 (a)	-	-	156,945	-	156,945	-
NSIP C2	NC2L17-17	7,945 (b)	-	-	7,945	517	8,462	517
NSIP C2	NC2L18-17	23,836 (c)	-	-	23,836	-	23,836	-
<b>Total Home Delivered Meals</b>		<b>261,132</b>	<b>-</b>	<b>-</b>	<b>261,132</b>	<b>1,141</b>	<b>262,273</b>	<b>1,141</b>
<b>Disease Prevention</b>								
Federal Title IIID	3DFL17-17	640 (b)	-	-	640	111	751	111
Federal Title IIID	3DFL18-17	1,918 (c)	-	-	1,918	-	1,918	-
<b>Total Disease Prevention</b>		<b>2,558</b>	<b>-</b>	<b>-</b>	<b>2,558</b>	<b>111</b>	<b>2,669</b>	<b>111</b>
<b>Family Caregiver</b>								
Federal Title IIIE	3EFL17-17	4,359 (b)	-	-	4,359	1,957	6,316	1,957
Federal Title IIIE	3EFL18-17	13,077 (c)	-	-	13,077	-	13,077	-
<b>Total Title IIIE</b>		<b>17,436</b>	<b>-</b>	<b>-</b>	<b>17,436</b>	<b>1,957</b>	<b>19,393</b>	<b>1,957</b>
<b>Elder Abuse</b>								
Federal Title VII	7EFL17-17	162 (b)	-	-	162	36	198	36
Federal Title VII	7EFL18-17	487 (c)	-	-	487	-	487	-
<b>Total Elder Abuse</b>		<b>649</b>	<b>-</b>	<b>-</b>	<b>649</b>	<b>36</b>	<b>685</b>	<b>36</b>

**AREA PLAN  
 Budget Display  
 Fiscal Year 2017-18 (Federal Funding Years 2017 & 2018)  
 County of Inyo**

**12 months (July 1, 2017 - June 30, 2018)**

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Total OTO	Updated Total	Net Change
<b>Administration</b>								
Federal Title IIIB	3BAL17-17	4,638 (b)	-	-	4,638	-	4,638	-
Federal Title IIIB	3BAL18-17	13,915 (c)	-	-	13,915	-	13,915	-
Federal Title IIIC1	C1AL17-17	5,808 (b)	-	-	5,808	-	5,808	-
Federal Title IIIC1	C1AL18-17	17,425 (c)	-	-	17,425	-	17,425	-
Federal Title IIIC2	C2AL17-17	2,923 (b)	-	-	2,923	-	2,923	-
Federal Title IIIC2	C2AL18-17	8,770 (c)	-	-	8,770	-	8,770	-
Federal Title IIIE	3EAL17-17	1,942 (b)	-	-	1,942	-	1,942	-
Federal Title IIIE	3EAL18-17	5,825 (c)	-	-	5,825	-	5,825	-
General Fund C1	1GAL	110 (a)	-	-	110	-	110	-
General Fund C2	2GAL	29 (a)	-	-	29	-	29	-
<b>Total Administration</b>		<b>61,385</b>	<b>-</b>	<b>-</b>	<b>61,385</b>	<b>-</b>	<b>61,385</b>	<b>-</b>
<b>Funding Summary</b>								
Federal Funds		481,957	-	-	481,957	6,186	488,143	6,186
General Fund		219,216	-	-	219,216	-	219,216	-
Public Health L & C								
Program Fund		3,578	-	-	3,578	-	3,578	-
SNF Quality & Accountability		16,995	-	-	16,995	-	16,995	-
State Health Facilities								
Citation Penalties								
Account		1,214	1,110	-	2,324	-	2,324	1,110
<b>Grand Total - All Funds</b>		<b>722,980</b>	<b>1,110</b>	<b>-</b>	<b>724,070</b>	<b>6,186</b>	<b>730,256</b>	<b>7,296</b>

**Comments:**

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 6,721  
 The maximum amount of Title IIIE expenditures allowable for Grandparents is: 3,360  
 The minimum General Fund to be expended for State Match in Title III is: 18,919

CFDA NUMBER	Year	Award #	Award Name
93.041	2017	17AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.041	2018	TBD	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2017	17AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2018	TBD	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2017	17AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.043	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2017	17AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2017	17AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2017	17AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2017	17AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2017	17AACANSIF	Older Americans Act Section 311-Nutrition Services Incentive Program
93.053	2018	TBD	Older Americans Act Section 311-Nutrition Services Incentive Program

(a) Funds must be expended by 6/30/18 and final expenditures reported in closeout by 7/31/18.  
 (b) Funds must be obligated by 9/30/17 and final expenditures reported in closeout by 6/30/18. The baseline request to be transferred for the project (7/1/17-9/30/17) is due 5/1/17. These funds may not be carried over into a following year contract.  
 (c) Funds must be reported in closeout by 7/31/18 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/17-6/30/18) is due 5/1/18.

**BOARD OF SUPERVISORS  
COUNTY OF MONO  
P.O. BOX 715, BRIDGEPORT, CA 93517**

**Shannon Kendall**  
760-932-5533  
*skendall@mono.ca.gov*  
*Clerk of the Board*

**REGULAR MEETING of  
December 5, 2017**

**Helen Nunn**  
760-932-5534  
*hnunn@mono.ca.gov*  
*Assistant Clerk of the Board*

**MINUTE ORDER  
M17-231  
Agenda Item #5b**

**TO: Social Services**

**SUBJECT: Amendment #1 to Contract with Inyo County for Senior Services Funds**

Approve the proposed contract Amendment #1 to the contract with Inyo County for senior services for the period July 1, 2016 through June 30, 2020, and authorize the Board Chair to execute such Amendment on behalf of the County.

**Stump moved; Peters seconded**

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

**M17-231**

2017 DEC 21 PM 1:52

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7<sup>th</sup> day of February 2017 an order was duly made and entered as follows:

**HHS – ESAAA  
AGREEMENT W/  
MONO COUNTY**

CAO Carunchio reminded the Board that Inyo County has elected to be the provider of senior services for Inyo and Mono counties through the Eastern Sierra Area Agency on Aging, and a parallel program called IC-Gold to the tune of \$502,000 from the General Fund. The County also contributes \$55,000 in matching funds from its General Fund in order to receive State and Federal dollars for the ESAAA program on behalf of Inyo and Mono counties. He said this year's administrative overhead is more than \$180,000, \$130,610 of which will be covered by State and Federal funding. However, the County will need to budget another \$54,000 out of its General Fund to shore up what is essentially a regional program. He noted this agenda item was recommended for approval, but he wanted to indicate his intent to send a letter to the Mono County CAO asking her to consider having Mono County contribute to the cost of providing regional senior citizen services. He said Inyo County already provides Mono County's agricultural commissioner and weights and measures services, so it would be a nice gesture. Plus, Inyo County has been able to accurately calculate Mono County's administrative costs. Health and Human Services Director Jean Turner said this is probably the most administratively heavy program HHS manages and they can quantify fairly precisely what the administrative costs are. Supervisor Kingsley said it seems reasonable to identify the costs associated with Mono County and at least have a discussion about it, since their seniors benefit the same as Inyo County's seniors. Chairperson Tillemans noted that Inyo County has looked at ways to reduce programs costs before approaching Mono County for contributions. Moved by Supervisor Totheroh and seconded by Supervisor Kingsley to approve the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging services to Mono County resident senior citizens, in the amount of \$393,878 for the period of July 1, 2016 through June 30, 2020, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, with a letter being sent by CAO Carunchio to the Mono County CAO regarding Motion carried unanimously.

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: March 2, 2017

WITNESS my hand and the seal of said Board this 7<sup>th</sup>  
Day of February, 2017



**KEVIN D. CARUNCHIO**  
Clerk of the Board of Supervisors

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



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER  9
---

Consent    Departmental    Correspondence Action    Public Hearing  
 Scheduled Time for    Closed Session    Informational

**FROM:** HEALTH & HUMAN SERVICES –

**FOR THE BOARD MEETING OF:** February 7, 2017

**SUBJECT:** Approval of a Contract with County of Mono for ESAAA Services to Seniors

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County resident senior citizens, in the amount of \$393,878 for the period of July 1, 2016 through June 30, 2020, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Staff in Inyo and Mono counties have been working on this contract since July. The Mono County Board of Supervisor's approved this contract on December 13, 2016. Staff is recommending a four-year contract cycle that mirrors the State four-year cycle, with contingencies for annual updates and changes. This four-year cycle is one small way to reduce administrative time and cost associated with preparing new contracts annually, following annual contract negotiations.

Each year the California Department of Aging (CDA) sends out allocations for each Planning and Service Area (PSA). After the allocation is received, Inyo County HHS Staff further breaks down the allocations into what is available for Inyo County and what is available for Mono County based on the percentages that were approved by the Governing Board for the four year plan that is currently in place. The exact funding amounts per year for Mono services are as follows:

<u>Fiscal Year</u>
2016/17 including the One Time Only funds = \$101,459
2017/18 = \$97,473
2018/19 = \$97,473
2019/20 = \$97,473

Contingent upon State allocations in future years, the above amounts could be lower or higher.

**ALTERNATIVES:**

Your Board could choose not to approve this request, resulting in the possibility of Mono County not being able to access the funds that are available to them.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging



**FINANCING:**

Funding for this contract comes from California Department of Aging State and Federal Funds. This is budgeted in the ESAAA Budget (683000) in Other County Contributions (5539). No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u><i>[Signature]</i></u> Date: <u>1-6-17</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u><i>[Signature]</i></u> Date: <u>1/9/2017</u>

**DEPARTMENT HEAD SIGNATURE:**

*(Not to be signed until all approvals are received)*

*[Signature]* Date: 1-10-17

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND County of Mono**  
**FOR THE PROVISION OF Senior \_\_\_\_\_ SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the community based senior \_\_\_\_\_ services of Mono County Social Services of County of Mono \_\_\_\_\_ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jean Turner \_\_\_\_\_, whose title is: Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2016 \_\_\_\_\_ to June 30, 2020 \_\_\_\_\_ unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Three hundred & ninety-three thousand eight hundred & seventy-eight Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### **4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

#### **8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

#### **9. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

**10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

**11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

**12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**15. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**23. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
Health & Human Services	Department
P.O. Drawer H	Street
Independence, CA 93526	City and State

Contractor:	
County of Mono Social Services	Name
P.O. Box 576	Street
Bridgeport, CA 93517	City and State

**25. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

///

///



**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** County of Mono  
**FOR THE PROVISION OF** Senior **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 7th DAY OF February, 2017.

**COUNTY OF INYO**

By: Mal Taha

Dated: 2/7/17

**CONTRACTOR**

By: Leslie L. Chapman  
Signature

Leslie L. Chapman  
Print or Type Name

Dated: 12/20/16

**APPROVED AS TO FORM AND LEGALITY:**

County Counsel

Juan Walker 1/6/17  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Chris Shepherd  
County Auditor

**APPROVED AS TO FORM:**

[Signature]  
Mono County Counsel Office

Dated: 1/22/16

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

[Signature]

Personnel Services

**APPROVED AS TO INSURANCE:**

[Signature]

Mono County Risk Manager

Dated: 12-12-16

**APPROVED AS TO INSURANCE REQUIREMENTS:**

[Signature]

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
County of Mono

**AND** \_\_\_\_\_  
Senior  
**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** 07/01/2016 **TO:** 06/30/2020

**SCOPE OF WORK:**

Contractor will provide the following senior services (Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation) within Mono County according to the requirements of the Older Americans Act and applicable Federal and State regulatory standards as outlined in the attached Standard Agreement for Contract #AP-1617-16 with the State of California and California Department of Aging. The contract with the State of California is attached and incorporated herein.

Contractor will provide a monthly summary of service activity by the 10th of the following month in the above categories in terms of identified units of service according to administrative requirements specified by the County.

Paragraph 14 is modified to read: "This Agreement may be canceled by County without cause, and at will, for any reason by giving the Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

Contractor will participate in annual monitoring for program and fiscal activities. Contractor will provide a copy of their County Single Audit by April 15 each year.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

County of Mono

**AND** \_\_\_\_\_

Senior

**FOR THE PROVISION OF** \_\_\_\_\_

**SERVICES**

**TERM:**

07/01/2016

06/30/2020

**FROM:** \_\_\_\_\_

**TO:** \_\_\_\_\_

**SCHEDULE OF FEES:**

1. The allocations are received from the California Department of Aging (CDA) and then Supportive Services, Congregate Meals and Home Delivered Meals are divided between the two counties using the minimum percentages set by the Governing Board. Contractor will submit an Area Plan Budget (CDA 122) to County of Inyo each year within 30 days of receipt of allocations, as required by the CDA. Contractor will also submit as required by the CDA, the Financial Closeout Report (CDA 180) within 25 days following the end of the fiscal year or within 30 days following termination prior to the end of the contract period, unless otherwise specified by the CDA.
2. Contractor will submit an invoice for the actual monthly expenditures and County of Inyo will reimburse based on the actual expenditures. The monthly invoice shall be submitted by Contractor to County of Inyo by the twentieth (20th) of the month for services delivered in the previous month, and shall be paid by County of Inyo by the end of the month after the invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice.
3. The total contract amount for July 1, 2016 through June 30, 2020 is approximately \$393,878; the 2016/17 allocation and One Time Only funds are \$101,459; the allocation amount to be reimbursed would be approximately \$97,473 for each remaining fiscal year.
4. Payment will be conditioned on monthly submission of service activity reports as specified in Attachment A. The monthly service report shall be submitted by Contractor to the County of Inyo for the prior month. Both invoice and service activity reports shall be submitted to Inyo County Health & Human Services, P.O. Drawer A, Independence, CA 93526 or by electronic means specified by the the County of Inyo.
5. The contract amount noted above is based on the 16/17 allocation and One Time Only letters from the California Department of Aging (CDA). If future allocations to County of Inyo from CDA are increased, a revised contract amount shall be calculated based on the most recent allocation letter utilizing the Governing Boards approved percentages for Supportive Services, Congregate Meals and Home Delivered Meals. Subsequently, Contractor's maximum contract amount is subject to change annually.
6. Contractor will be liable for any audit findings pertaining to their expenses.

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** County of Mono  
**FOR THE PROVISION OF** Senior **SERVICES**

**TERM:**

**FROM:** 07/01/2016      **TO:** 06/30/2020

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 2**  
**Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The **Retroactive Date** must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

*In the Rooms of the Board of Supervisors*  
County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7<sup>th</sup> day of June 2016 an order was duly made and entered as follows:

HHS  
ESAAA  
CDA CONTRACT

Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to approve contract #AP-1617-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), for a total amount not to exceed \$778,493 for the period of July 1, 2016 through June 30, 2017, and authorize the Chalrperson to sign the Standard Agreement (STD 213) and the Contractor/Vendor Statement of Confidentiality (CDA 1024) contingent upon Board's adoption of the fiscal Year 2016-2017 Budget. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS/ESAAA DATE: June 27, 2016

WITNESS my hand and the seal of said Board this 7<sup>th</sup>

Day of June, 2016



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors





**AGENDA REQUEST FORM  
BOARD OF SUPERVISORS  
COUNTY OF INYO**

For Clerk's Use Only  
**AGENDA NUMBER**  
17

- |   |   |  |   |
|---|---|--|---|
| <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Departmental   | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Scheduled Time for | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational         |   |

**FROM: HEALTH & HUMAN SERVICES, ESAAA**

**FOR THE BOARD MEETING OF: June 7, 2016**

**SUBJECT: Approval of the Standard Agreement for Contract Number AP-1617-16 between California Department of Aging and County of Inyo**

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve contract #AP-1617-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$778,493 for the period of July 1, 2016 through June 30, 2017, and authorize the Chairperson to sign the Standard Agreement (STD 213), and the Contractor/Vendor Statement of Confidentiality (CDA 1024), contingent upon the Board's adoption of the FY 16/17 budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This contract is a standard State Contract with total annual funding of \$778,493, which is an increase of \$43,733 to the base allocation from prior year. This includes an increase of \$12,531 in Ombudsman; \$6,545 in Congregate Meals; \$25,091 in Home Delivered Meals; \$78 in Title IID; \$1,382 in Title III E; \$24 Title VII; \$959 in Admin and a decrease of \$2,877 in Support Services. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going. Of the \$778,493, a portion of the funding will be allocated to Mono County to provide their services to seniors.

**ALTERNATIVES:**

Your Board could choose not to ratify and approve this agreement. Failure to move forward on these requested actions will disrupt services to seniors in the region. Receipt of any funding for ESAAA is contingent upon execution of this contract.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging, County of Mono, CA Indian Legal Services

**FINANCING:**

State and Federal dollars. Total amount of this contract is \$778,493, and will be budgeted as revenue in the ESAAA Budget (683000) in the State and Federal revenue object codes.

**APPROVALS**

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)

Approved: *Yes*

Date: *5/11/2016*

AUDITOR/CONTROLLER:



ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)

Approved: *Yes*

Date: *5/11/2016*

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: *5-19-16*

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 09/03)

AGREEMENT NUMBER  
**AP-1617-16**  
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

County of Inyo

2. The term of this Agreement is: July 1, 2016  
Through June 30, 2017

3. The maximum amount of this Agreement is: \$ 778,493.00  
Seven hundred seventy-eight thousand four hundred ninety-three and 00/100 dollars

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

Exhibit A – Scope of Work 16 page(s)

Exhibit B – Budget Detail, Payment Provisions, and Closeout 14 page(s)

Exhibit C\* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement) 32 page(s)

Exhibit D - \* Special Terms and Conditions

Exhibit E – Additional Provisions 16 page(s)

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.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

**CONTRACTOR**

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

County of Inyo

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Jeff Griffiths, Chairperson

ADDRESS

163 May Street Bishop CA 93514-2709

DATE SIGNED (Do not type)

6-7-2016

California Department of General  
Services Use Only

AGENCY NAME

California Department of Aging

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Glenn Wallace, Manager, Contracts and Business Services Section

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

DATE SIGNED (Do not type)

Exempt per: AG OP 80-111

Exhibit A – Scope of Work

**SCOPE OF WORK**

- 1 Contractor agrees to provide to the California Department of Aging services under Agreement No. AP-1617-16, in accordance with this Agreement.
- 2 The services shall be performed in Planning and Service Area(s): 16.
- 3 The services shall be provided as needed.
- 4 The project representatives during the term of this agreement will be:

State Agency: California Department of Aging  
Name: June Ditton  
Phone: (916) 419-7556  
Fax: (916) 928-2510

Contractor: County of Inyo  
Name: Jean Turner  
Phone: (707) 873-6364  
Fax: (760) 873-5103

**Direct all contract inquiries to:**

State Agency: California Department of Aging  
Section/Unit: Business Services and Contracts  
Attention: Don Fingado  
Address: 1300 National Drive, Suite 200  
Sacramento, CA 95834  
Phone: (916) 419-7157  
Fax: (916) 928-2500  
Email: don.fingado@aging.ca.gov

Contractor: County of Inyo  
Section/Unit: Area Agency On Aging  
Attention: Melissa Best-Baker  
Address: 163 May Street  
Bishop CA 93514-2709  
Phone: (760) 878-0232  
Fax: (760) 878-0286  
Email: mbestbaker@inyocounty.us

Scope of Work – Exhibit A  
AP 16-17 Contract

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Child** means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
4. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
  - a. Individuals eligible to receive a meal at a congregate nutrition site are:
    - (i) Any older individual
    - (ii) The spouse of any older individual.
    - (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
    - (v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

**Scope of Work -- Exhibit A  
AP 16-17 Contract**

**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
  - (i) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation. (These individuals shall be given priority).
  - (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
  - (iii). An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
  
- 5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
  
- 6. **Grandparent or Older Individual Who is a Relative Caregiver** means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is fifty-five (55) years of age or older, and who:
  - a. Lives with the child;
  - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
  - c. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally.[OAA § 372(a)(2)(A)-(C)]
  
- 7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

**Scope of Work – Exhibit A**  
**AP 16-17 Contract**

ARTICLE I. PROGRAM DEFINITIONS (Continued)

8. **Individual with Severe Disability(ies)** means a person with a severe, chronic disability attributable to mental or physical impairment that is likely to continue indefinitely and results in substantial functional limitation in three or more major life activities. [OAA § 102(a)(48)]
9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
13. **One-Time-Only Funds** means:
  - a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
  - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
  - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are

**Scope of Work – Exhibit A  
AP 16-17 Contract**

**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

15. **Priority Services for Title III E** means services provided to family caregivers who care for individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers who care for children with severe disabilities. [OAA § 372(b)(1)-(2)]
16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
17. **Program Income** means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:
  - a. Voluntary contributions received from a participant or other party for services received.
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  - c. Royalties received on patents and copyrights from contract-supported activities.
  - d. Proceeds from the sale of items purchased under a CDA contract agreement.
18. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 *et seq.*]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide



**Scope of Work – Exhibit A  
AP 16-17 Contract**

**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

- a. Be open to the public. [45 CFR 1321.53(b)(3)]
- b. Not means test. [OAA § 315(b)(3)]
- c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
- d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]

21 **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

22 **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]

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**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

**23. Title III E Family Caregiver Support Program (FCSP) Categories are:**

- a. Information Services
- b. Access Assistance
- c. Support Services
- d. Respite Care
- e. Supplemental Services

[OAA 373(b)(1)(2)(3)(4)(5)]

**B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities)**

- 1 Eligible Service Population** means older individuals, sixty (60) years of age or older, who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence.  
[OAA §§ 102(a)(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]

The Local Ombudsman Program may serve residents under sixty (60) years of age if:

- a. A majority of the residents of the facility where the younger person resides are over age sixty (60) and
- b. Such service does not weaken or decrease service to older individuals covered by the OAA.

[Policy of the Office of Elder Rights Protection, Administration on Aging; July 15, 1996]

- 2 Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. The Local Ombudsman Program Coordinator is required to be a State Certified Ombudsman

**Scope of Work – Exhibit A**  
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**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

Representative; complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 712(a)(5)(A), 712(h)(5)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9701(d), 9719]

3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(D)] [45 CFR 1327.1] [Welf. & Inst. Code § 9701(a)]
4. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, the OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. The OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 712(a)(1)(A), 712(a)(3)(C),(F), 712(h)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9710, 9716, 9717]
5. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to certification by the State Ombudsman, the individual is required to pass State and federal criminal background clearance, complete a minimum of thirty-six (36) hours of training, and complete a mentorship in accordance with policies and procedures established by the State Ombudsman. [OAA §§ 711(5), 712(a)(5)(A), 712(h)(5)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9712.5, 9719]

**Scope of Work – Exhibit A  
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ARTICLE I. PROGRAM DEFINITIONS (Continued)

6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the Ombudsman, OSLTCO headed by the Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]
7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads the OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in 45 CFR 1327.13 and 1327.19. [OAA §§ 712(a)(2)-(3), 712(a)(5)(D)(II), 712(e)] [45 CFR 1327.1] [Welf. & Inst. Code §§ 9701(f), 9711]

C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

**Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) [42 USC 3058i] [OAA § 721], including:

1. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
3. Ensuring the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
4. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
5. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;

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**ARTICLE I. PROGRAM DEFINITIONS (Continued)**

- 6 Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
- 7 Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
- 8 Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

**ARTICLE II. SCOPE OF WORK**

**A. The Contractor shall:**

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount

**Scope of Work – Exhibit A  
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**ARTICLE II. SCOPE OF WORK (Continued)**

of Program Development or Coordination expenditures. Records and documentation shall:

- a) Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
  - b) Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
  6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
  7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
  8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
  9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
  10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
  11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
  12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
  13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to

**Scope of Work – Exhibit A  
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**ARTICLE II. SCOPE OF WORK (Continued)**

assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [2 CFR 200.331]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
  - a) Inspection of non-food preparation nutrition sites at least every other year.
  - b) Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
  - c) Inspection of central kitchens sites annually on-site.  
[22 CCR 7634.3(d)]
15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.

**Scope of Work – Exhibit A  
AP 16-17 Contract**

**ARTICLE II. SCOPE OF WORK (Continued)**

20. Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).
22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(III).
23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
24. Ensure that meal counts associated with Title III C1, C2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
27. Report a meal only once either as a Title III meal or a Title VI meal.
28. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial



**Scope of Work – Exhibit A**  
**AP 16-17 Contract**

ARTICLE II. SCOPE OF WORK (Continued)

relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

[1 USC 7 - Section 3 of the Defense of Marriage Act]

- B The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1327.19(a)(2)] [Welf. & Inst. Code §§ 9701(a), 9712.5(b)]
  2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1327.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
  3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1327.19(a)(1)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
  4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. [Welf. & Inst. Code § 15630 et seq.]
  5. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]
  6. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].

**Scope of Work – Exhibit A  
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**ARTICLE II. SCOPE OF WORK (Continued)**

7. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1327.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]
8. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1327.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)(i)]
9. Support the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1327.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]
10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(vii)] [45 CFR 1327.19(a)(7)]:
  - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
  - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
  - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
  - d. Establish (in addition to support) resident, family and friends' councils. [Welf. & Inst. Code § 9726.1(a)(3)]
  - e. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]

**Scope of Work – Exhibit A  
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**ARTICLE II. SCOPE OF WORK (Continued)**

- f. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency.  
[Welf. & Inst. Code § 9712.5(a)(2)]
- 11. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
- 12. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
- 13. Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
- 14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AP 16-17 Contract**

**ARTICLE I. FUNDS**

**A. Expenditure of Funds**

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

**In State:**

- Mileage - <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) - <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging - <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

**Out of State:** <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

**This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]**

**The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.**

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
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ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1 The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AP 16-17 Contract**

**ARTICLE I. FUNDS (Continued)**

**D. Funding Contingencies**

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties. In order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

- i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
- ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.

b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:

- i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 16-17 Contract**

ARTICLE I. FUNDS (Continued)

- ii. Some contracts may be reduced by a greater amount than others, and
- iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (8)(ii)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (8)(i)(ii)(iii)(iv)]
  - a. The Contractor receives less than \$120,000 in federal awards per year.
  - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
  - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AP 16-17 Contract**

**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
  2. Fringe Benefits.
  3. Contractual Costs – subcontract and consultant cost detail.
  4. Indirect Costs.
  5. Rent - specify square footage and rate.
  6. Supplies.
  7. Equipment - detailed descriptions and unit costs.
  8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
  9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
  10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.
- E. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
  2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.



**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AP 16-17 Contract**

**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414] [45 CFR 75.414]

**ARTICLE III. PROGRAM SPECIFIC FUNDS**

**A. Program Income**

- 1 Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- 2 Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
- 3 For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
- 4 For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.
- 5 If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
- 6 Program Income may not be used to meet the matching requirements of this Agreement.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 16-17 Contract**

**ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)**

7. Program income must be used to expand baseline services.

**B. One-Time Only (OTO) Funds**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
  - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
  - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

**C. Matching Contributions**

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AP 16-17 Contract**

**ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)**

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

**D. Area Plan Administration**

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III-B, III-C1, III-C2, III-E, and III-C1 and III-C2 General Fund administration allocations.

**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION**

- A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision is April 30 of the Contract period unless otherwise specified by CDA.
- D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III-B, C1, C2, D & E. However, the Contractor shall not transfer funds designated for programs into administration.
2. The Contractor may make unlimited transfer of funds between budget line items for Title III-B, C1, C2, D, and E programs. However, the Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AP 16-17 Contract**

**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)**

3. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

**E. Allocation Transfers**

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III-B, C1 and C2 programs in accordance with the budget display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.
  - a. Transfer of federal baseline funds is allowable between Titles III-B and III-C in accordance with OAA § 308(b)(5)(A) and between Titles III-C1, and III-C2 in accordance with OAA § 308(b)(4)(A).
  - b. Transfer of State funds is allowable between Title III-C1 General Fund and Title III-C2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified Contract period.

**F. Matching Requirements**

1. The required minimum administration matching contributions for Title III-B, III-C, & III-E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III-B and III-C is ten percent (10%).
3. The required minimum program matching contributions for Title III-E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III-B and III-C can be pooled to meet the minimum requirement of ten percent (10%).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AP 16-17 Contract**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

- 6 Matching contributions generated in excess of the minimum required are considered overmatch.
- 7 Program overmatch from Title III-B or III-C cannot be used to meet the program match requirement for III-E.
- 8 Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than ten percent (10%) of the total Title III-E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
- 10 Limit expenditures for Title III-E Supplemental Services to twenty percent (20%) of the total Title III-E federal and matching non-federal share.

G. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III-B Supportive Services until it has first budgeted and spent the total of its Title III-B, III-C, & III-E funds allocated for Area Plan administration costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI. of this Exhibit of this Agreement for reconciliation during the closeout period.)

ARTICLE V. PAYMENTS

A. Title III-B, III-C, III-D, III-E, VII Ombudsman and VII-A Elder Abuse Prevention

The Contractor shall prepare and submit a monthly expenditure report and a request for funds to the online California Aging Reporting System (CARS) Fiscal Module by the 30<sup>th</sup> of each month as follows, or unless otherwise specified by CDA.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AP 16-17 Contract**

**ARTICLE V. PAYMENTS (Continued)**

**Monthly Fiscal Reporting Due Dates**

<b>RFF Month</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>
<b>RFF Due Date</b>	6/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30
<b>Expenditure Report Month</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>
<b>Expenditure Report Due Date</b>	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30

\*The table is a standard request for funds (RFF) and expenditure reporting schedule. If the effective date of this Contract is not July 1, the Contractor's RFF and expenditure reporting will commence with the first month of the term of this Contract period and end with the month preceding the last full month of the Contract.

- B. Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, and Older Californians Act.

The Contractor shall submit a monthly expenditure report and a request for funds by the 30<sup>th</sup> of each month unless otherwise specified by CDA.

- C. During the Contract period, CDA shall advance funds based on an analysis of current cash needs.
- D. Upon execution of this Agreement, CDA will make monthly payments of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.
- E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.

**Budget Detail, Payment Provisions, and Closeout -- Exhibit B  
AP 16-17 Contract**

ARTICLE VI. CLOSEOUT

- A. The Area Plan Financial Closeout Report and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All contractors must submit to CDA, Closeout Reports as instructed by CDA.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
- D. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 2, 2020

**TIME REQUIRED**

**SUBJECT** Letter re: North Mono Basin Water  
and Resource Management

**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 Hillary Hansen Jones regarding the ongoing issue of water and resource management in north Mono Basin, including Mill and Wilson Creeks.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
5/29/2020 3:14 PM	County Administrative Office	Yes
5/27/2020 10:30 AM	County Counsel	Yes
5/20/2020 4:30 PM	Finance	Yes



To Mono County Board of Supervisors,

I am writing in regard to the ongoing discussions and actions taking place over water and resource management in the north Mono Basin. I want to once again express my gratitude to the Board for the attention they have already given to this issue, and now call on the Board to stop the destruction that is occurring.

I have observed several things so far this spring that are greatly disturbing and make me once again question the so-called "Settlement Parties'" ability to effectively manage the north Mono Basin waters.

This past January, Southern California Edison, the Mono Lake Committee, and the US Forest Service presented plans to the Board for how they were going to manage the water distribution between Mill and Wilson Creeks this season. Full of charts and graphs, this presentation gave the impression that the parties had a well thought out plan for a balanced approach to management of the resources. US Forest Service District Ranger Gordon Martin spoke, stating that the Forest Service expected to continue its longstanding practice of irrigating the DeChambeau Ranch, as well stating very clearly that they would "continue to provide water to the DeChambeau Ponds for critical wildlife habitat".

I was skeptical at the time of the presentation that this "plan" was going to go smoothly this season, since I did not see any real concern or response to what happened along Wilson Creek last year. You will recall, last May (2019), seven dead fish were found in a suddenly de-watered lower channel of Wilson Creek. Despite concern being expressed by several members of the board and the public about this, this channel was repeatedly re-watered and then dried out again several more times throughout the summer.

Moving to this spring, I have had the chance to observe the implementation of this "plan" once again, and based on what I have witnessed so far, the water management has gotten even worse. What I have seen happening is in fact deeply disturbing and raises serious questions of legality.

On May 7<sup>th</sup> of this year, I first noticed that SCE had once again began using their return ditch, and a significant amount of water appeared to be running back to Mill Creek from the Wilson side. That same day, I drove down to the DeChambeau area to see what affect this might be having downstream. The first thing I noticed was that the Forest Service had opened their diversion to the DeChambeau Ranch. This made sense, as this is the time of year they would be expected to irrigate. However, I then noticed that due to this diversion, the lower channel of Wilson Creek had been completely de-watered once again. It actually appeared to have been cut off even more completely than last year, with barely a trickle flowing past Cemetery Road. The likelihood that more fish were killed due to this sudden de-watering is quite high. I know there is also songbird and other habitat along that channel that depend on at least some amount of water being there, especially in the early spring.

Though multiple people have expressed concern about the de-watering of this channel, and the Board of Supervisors have held several meetings discussing the problems with this, still the Settlement Parties continue to de-water lower Wilson Creek!

Alarmed by what I had already seen, and since clearly the agencies had been adjusting things recently, I went to the DeChambeau Ponds to see what was happening there. About a month earlier in early April, my husband and I had stopped by the ponds and were pleased to see plenty of water in them, and that they were being heavily used by ducks. We also noticed that a colony of Yellow-headed Blackbirds was already beginning to nest on the reeds.

However, a month later, on May 7<sup>th</sup>, there was a far different scene at the ponds. Several of them were already completely dry, and one was much lower than it had been a month before. I am not a biologist, but I know that May is an important month for nesting ducks and other birds at the ponds. I also know that the DeChambeau Ponds are supposed to be managed by the Forest Service specifically for migrating and nesting birds, and that they are connected to the State Water Board's famous Mono Lake decision, that ordered the restoration of waterfowl habitat around Mono Lake that was destroyed by the LADWP diversions. The ponds have long been acknowledged as an important resource, since they are some of the only ponded fresh-water habitat left around the lakeshore.

Additionally, I recall that District Ranger Gordon Martin specifically stated that the ponds would continue to be managed during the January presentation to the Board of Supervisors.

So why were they suddenly drying out at such a critical time of the season? I have never seen them go dry like this even during drought years, especially not in the spring.

Could this have been a mistake that was corrected the next day? Sadly, evidently not. I have visited the ponds again more recently, on May 17<sup>th</sup>, over a week later, and the puddles that were left on the dried-out ponds were now gone, and the other pond was still dropping. The reeds that the Yellow-headed Blackbirds were already nesting on a month ago were exposed, and a clear bathtub ring can be seen as evidence of the dropping water level. If the water disappears below their nests, their eggs will not be protected from predators. Some ducks were still on the remaining water. If they attempt to nest on a withering pond, in a few weeks there will likely be duckling mortality due to this catastrophic situation.

I have enclosed with this letter several photos of the dried-out ponds, and of "bathtub rings" on some of the reeds, showing how far the water has dropped in recent days.

I also stopped by the DeChambeau Ranch on my way home to see if at least water was there, since after all the Forest Service had their diversion open. I saw not a trace of water at the ranch or anywhere near it. It appears that every resource associated with lower Wilson Creek is currently being dried out in this critical time of the season.

I know that some of these things are associated primarily with Forest Service property, but I want to make it very clear that I do not place blame for these things only on the Forest Service. It is clear that the overall “plan” that was presented by SCE, the MLC, and the USFS at the January meeting is directly connected to this. Most of the water is being returned to Mill Creek via the return ditch, this is likely putting pressure on the system downstream of Wilson.

I have been given information that the Mono Lake Committee has been more directly involved in managing the flows to the DeChambeau Ranch. In past weeks, I received information that came directly from District Ranger Gordon Martin stating that the MLC was “helping” the Forest Service get flows to the ranch.

Not only does this prove that the current management at the ranch is directly connected to the Settlement Parties’ “plan”, but it raises some other disturbing questions: a non-profit “environmental” group, beholden not to the public (as is the USFS), but to its own agenda, is now assisting in managing the Forest Service’s water right? There are those of us in the area who have not approved of some of the MLC’s stated policies on the Mill/Wilson issue, and we find it highly inappropriate that they would take such a direct role in the actual hands-on management of the diversions.

And what kind of “help” is the MLC providing the USFS? For the first time in many years, the DeChambeau Ponds and the DeChambeau Ranch are going dry in the early spring. It seems the MLC is only “helping” to kill the trees at the ranch, the fish in the creek, and to jeopardize the nesting birds at the ponds.

Sadly, at this point I believe that the Settlement Parties may be breaking several environmental laws, including the Migratory Bird Act. I believe they are also violating the Mono Basin Scenic Area Management Plan, which is supposed to serve as a guideline to management of the Mono Basin.

What all of this shows is that rather than things being well-thought out and balanced, in reality the current management in the north Mono Basin streams is astonishingly reckless. I once again suggest to the Board that they immediately contact the State Water Resources Control Board, and place an emergency injunction on this entire “plan” that was presented in January, until, through an environmental review, and transparent dialogue with all interested parties, including the public, a true solution can be sought so that these critical resources are not destroyed further.

I hope this issue gets put back on the BOS meeting agenda asap, so that these parties can answer for this disturbing approach to wildlife habitat management in the north Mono Basin.

I want to make two more things clear: one is that I do not know a single person who believes Mill Creek should not receive more water than it has over the past century. Those of us who have been critical of plans to re-water Mill Creek have not taken issue with the overall goal, but we believe it should be done responsibly, in a manner where no important habitat is destroyed.

It should also be done in a manner consistent with environmental law, and with appropriate environmental review. The current “plan” that was presented to the Board in January appeared to be entirely based on a dubious and incorrect interpretation of water rights, with no ecological considerations at all.

I also want to be very clear that I do not in any way hold Mono County accountable for what is happening on Wilson Creek. Mono County is in fact the only party involved who is following a clear management plan for their water: the Conway Ranch Conservation Easement. The County has been irrigating the Conway Ranch for many seasons, and it is not a shift in their policies that has led to the decimation we are now witnessing.

I believe there are people who have repeatedly tried to pressure the County to take responsibility for Wilson Creek itself, when in reality the County’s water rights are for use on Conway Ranch. The County did not sign the settlement that the current “plan” is based on, and also in 2013 did not grant an easement that was needed to upgrade SCE’s return ditch, which would have enabled even more water to be returned to Mill Creek. I believe the County did not cooperate with these things because they understood that the “plan” was problematic, and had potential to cause major problems, and also that the County would be left with the undeserved responsibility for maintaining Wilson Creek.

I truly believe that if there is an honest and transparent process, in which all the resources involved are identified and analyzed, a compromise can be made that enables more water to be sent back to Mill Creek so it can continue to be restored, but at the same time the very important resources along Wilson Creek, on both Conway and DeChambeau Ranches, and the DeChambeau Ponds can still be maintained.

It is not acceptable for this group of the Settlement Parties’ (who has been holding private meetings with no oversight) to decide how to manage public lands and water. They absolutely must not be able to continue to be allowed to damage important resources.

During this terrible pandemic, we need our beautiful natural resources more than ever. This reckless management of the north Mono Basin has to stop.

Sincerely,  
Hillary Hansen Jones  
Mono Lake













OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 2, 2020

**TIME REQUIRED**

**SUBJECT** LADWP Reply to re: Long Valley  
Lease Project

**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)

A reply from the Los Angeles Department of Water and Power (LADWP) to the May 5, 2020 letter from the Board of Supervisors regarding the Long Valley Lease Project.

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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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### History

Time	Who	Approval
5/29/2020 3:15 PM	County Administrative Office	Yes
5/27/2020 10:29 AM	County Counsel	Yes
5/28/2020 3:46 PM	Finance	Yes



CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners  
Mel Levine, President

Cynthia McClain-Hill, Vice President

Jill Banks Barad

Nicole Neeman Brady

Susana Reyes

Susan A. Rodriguez, Secretary

Martin L. Adams, General Manager and Chief Engineer

May 20, 2020

The Honorable Stacy Corless, Chair  
Mono County Board of Supervisors  
PO Box 715  
Bridgeport, CA 93517

Dear Supervisor ~~Corless~~: *Stacy,*

Subject: Los Angeles Department of Water and Power's Long Valley Lease Project

Thank you for your May 5, 2020, letter regarding the Los Angeles Department of Water and Power's (LADWP) Long Valley Lease Project. Thank you also for your kind words in regards to our efforts to assist Mono County in its response to the COVID-19 pandemic and the unfortunate but necessary postponement of the fishing opener. We are pleased to be able to partner with you in many important areas and work with your staff to protect the residents and visitors to Mammoth Lakes and Mono County. We also share concerns about continuing the beneficial management of the Long Valley Watershed and have taken steps to maintain historical operations and environmental protections there.

LADWP is pleased to support the Mammoth Chamber of Commerce's food bank, whose efforts have been essential to assisting the residents of Mammoth Lakes during this unprecedented and challenging time. As you know, our staff has also been working with the County in coordinating the delay in the fishing opener at Crowley Lake in order to ensure compliance with local public health orders and protect the health of residents and visitors to your County. We are looking forward to the new June 1 fishing opener and making plans to conduct boat inspections in a way that will protect the health of both the public and our staff. These and other efforts have been done in partnership with the County and in support of the County's residents and tourist economy.

Beyond LADWP's support during the current health crisis, we have also managed our land and water rights in a manner designed to achieve multiple benefits to both the Eastern Sierra and Los Angeles. Earlier this spring, LADWP staff informed our ranch lessees, Mono County, and other Long Valley Stakeholders, that we expected to operationally release approximately 11,000 acre-feet of water to leased lands in the Long Valley this year. As you are aware and we have discussed, this amount was consistent with historical operational practices and included water not only for the Bi-State Sage Grouse habitat, but also water to maintain healthy fisheries in County creeks and water diverted for ranch leases. We were fortunate to experience significant snowfall in late March and April, which made it possible to increase that amount by 36 percent to 15,000 acre-feet this year. This is great news for the Long Valley watershed and was well received by our ranch lessees, especially given the well-below normal snowpack experienced this year in the Eastern Sierra.

We remain committed to providing sufficient water in Long Valley to support Bi-State Sage Grouse conservation by maintaining and supporting lekking habitat that exists on LADWP lands and to continue what has been a remarkable partnership with those agencies and stakeholders

The Honorable Stacy Corless  
Page 2  
May 20, 2020

tasked with protecting this important species. We have worked diligently with the US Fish and Wildlife Service, the California Department of Fish and Wildlife, the California Audubon Society, and Mono County to address Sage Grouse conservation and have staked our firm commitment to protecting and supporting the species in Long Valley. As a result of these collective efforts, the United Fish and Wildlife Service decided to not list the Bi-State Sage Grouse as endangered earlier this year.

As you are aware, LADWP issued a Notice of Preparation for the Mono County Lease Renewal Project on August 15, 2018. Mono County has sued LADWP over the adequacy of CEQA compliance associated with the ranch leases. Efforts to toll that litigation and work toward a resolution have not been fruitful and we are now waiting for a new hearing date once the courts are back in session. LADWP held a scoping meeting for the Lease Renewal Project, received comments, and is in the process of evaluating the comments. Staff will proceed with the appropriate environmental review so that we remain in full compliance with CEQA. In the meantime, as this plays out, we will keep you and the other Long Valley stakeholders informed of our operations as the runoff continues.

Thank you again for your letter on behalf of the Board of Supervisors. We value the successful partnership we have enjoyed in many areas and are eager to foster a strong working relationship for the future.

Sincerely,



Mel Levine  
President, Board of Water and Power Commissioners

MLA:ar

c: The Honorable Mayor Eric Garcetti  
Board of Water and Power Commissioners  
Mr. Martin L. Adams, LADWP General Manager and Chief Engineer  
Mr. Richard F. Harasick, LADWP Senior Assistant General Manager – Water System  
Mr. Anselmo G. Collins, LADWP Director of Water Operations  
Mr. Clarence Martin, LADWP Aqueduct Manager  
Mr. Adam Perez, Deputy Aqueduct Manager  
Mr. Austin Ewell, Consultant to LADWP  
Mr. Wade Crowfoot, California Natural Resources Agency  
Mr. Charlton Bonham, California Department of Fish and Game  
Ms. Charlotte Lange, Mono Lake Kutzadika  
Ms. Ana Guerrero, Chief of Staff, Office of Mayor Eric Garcetti  
Ms. Lauren Faber O'Conner, Chief Sustainability Officer, Office of Mayor Garcetti  
Ms. Liz Crosson, Director of Infrastructure, Office of Mayor Garcetti  
The Honorable Nury Martinez, President, Los Angeles City Council  
Mr. Paul Sousa, United States Fish and Wildlife Service  
Mr. Steve Nelson, United States Bureau of Land Management  
Keep Long Valley Green Coalition



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 2, 2020

**TIME REQUIRED**

**SUBJECT**

CDFW Letter to Board re: Lundy  
Hydroelectric Project

**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)

A letter from the California Department of Fish and Wildlife (CDFW) to the Board clarifying its role in regards to Southern California Edison's Lundy Hydroelectric Project.

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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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### History

Time	Who	Approval
5/29/2020 3:16 PM	County Administrative Office	Yes
5/28/2020 9:47 AM	County Counsel	Yes
5/28/2020 3:46 PM	Finance	Yes



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Inland Deserts Region  
3602 Inland Empire Boulevard, Suite C-220  
Ontario, CA 91764  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

**GAVIN NEWSOM, Governor**  
**CHARLTON H. BONHAM, Director**



May 27, 2020

The Honorable Board of Supervisors  
County of Mono, California  
P.O. Box 175  
Bridgeport, CA 93517

Dear Members of the Board:

Thank you for your time and attention at the January 23, 2020 Board of Supervisors meeting where Mill Creek and the Wilson System matters were discussed in relationship to the operation of the Southern California Edison (SCE) Lundy Hydroelectric project (Lundy project) and implementation of the 2004 Lundy Hydroelectric Project Settlement Agreement. A California Department of Fish and Wildlife (CDFW) representative attended the meeting and we plan to continue participation in regard to the Lundy project and protection of fish and wildlife resources.

CDFW is California's Trustee Agency for fish and wildlife resources and holds those resources in trust for all the people of the State. CDFW is a signatory to the 2004 Settlement Agreement. CDFW is not a water right holder on Mill Creek.

Water diverted from Lundy Reservoir into the Wilson system may support agriculture, riparian and fish habitat, or flow into Mono Lake. Changing water distribution may affect fish and wildlife resources as occurred in 2019. CDFW can provide recommendations and guidance to water users to avoid or minimize impacts to fish and wildlife resources in 2020 and future years. We look forward to continued participation with this important issue.

CDFW appreciates this opportunity to clarify our role and provide information. Please contact Trisha Moyer at [Patricia.Moyer@wildlife.ca.gov](mailto:Patricia.Moyer@wildlife.ca.gov) or 760-835-4304 with questions pertaining to this project. For questions regarding fishery management please contact Russell Black, Fisheries Supervisor, at [Russell.Black@wildlife.ca.gov](mailto:Russell.Black@wildlife.ca.gov) or 951-852-6386.

Sincerely,

*Patricia A. Moyer*

Trisha Moyer  
Habitat Conservation Program Supervisor  
CDFW Inland Deserts Region 6-Bishop Field Office

ec: Steve Parmenter, Alyssa Marquez, Russel Black-CDFW

Richard Roos-Collins, American Rivers

*Conserving California's Wildlife Since 1870*

The Honorable Board of Supervisors  
County of Mono, California  
May 27, 2020  
Page 2

Walter "Redgie" Collins, California Trout  
Geoffrey McQuilkin, Mono Lake Committee  
Gordon Martin, Inyo National Forest  
Steve Nelson, Bureau of Land Management  
DeChambeau Creek Foundation  
Clarence Martin, Los Angeles Department of Water and Power  
Saeed Jorat, Los Angeles Department of Water and Power

Matthew C. Woodhall, Southern California Edison Company



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 2, 2020

**TIME REQUIRED**

**SUBJECT** Letter to Governor Newsom from  
California Legislature Members

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

A letter to Governor Newsom from Senator Brian Dahle (1st District), Senator Shannon Grove (16th District), and Assemblywoman Megan Dahle (1st District) expressing concerns about the effects of travel restrictions on tourism for rural California.

### 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
5/29/2020 3:16 PM	County Administrative Office	Yes
5/29/2020 10:04 AM	County Counsel	Yes
5/29/2020 1:03 PM	Finance	Yes

# CALIFORNIA LEGISLATURE

STATE CAPITOL  
SACRAMENTO, CALIFORNIA  
95814

May 27, 2020

Honorable Gavin Newsom  
Governor  
State Capitol, First Floor  
Sacramento, CA 95814

Dear Governor Newsom:

We are writing to you today to express our concerns about the effects restricting travel has on tourism for rural California. Given these unprecedented times, we know how hard it is to balance the safety of citizens with the health of businesses. While we understand the need for a phased approach to reopening our state, however we would like to see more detailed timelines when it comes to tourism.

As you know, rural California communities rely heavily on tourism in order to fund critical services. From an economic perspective, the tourism industry has suffered more damage than most. As tourism is a leading provider of jobs and taxes in many of these counties, a coordinated plan for the health and survival of the local lodging industry is vital to the wellbeing of the citizens of our counties and local governments. Most lodging in rural counties is comprised of small businesses, run by local residents, who do not have substantial resources to weather a prolonged economic downturn.

Tax revenue generated by tourism is desperately needed to fund their most basic services, including law enforcement, fire departments, parks and trail maintenance, community development, code enforcement, engineering, economic development and administration. All of these agencies and services rely on sales tax and the Transient Occupancy Tax (TOT) contributed by visitors when they pay for their lodging. Finally, we have to consider the sheer number of employees who are no longer working or who are working minimal hours. These men and women are tightening their belts and purchasing only what they urgently need and can afford. As time marches on, the toll is mounting on these residents, the majority of whom are not high wage earners.

If we do not reopen tourism soon, small businesses will fail, and many of the properties belonging to or rented by these businesses will go back to the banks. These properties will remain vacant in locations that are economically depressed, further reducing the tax contributions so desperately needed in our communities. Permanent job loss will decimate our communities, and the community fabric will be torn apart as people leave these communities in hopes of finding a job in more economically viable locations. Our businesses, livelihoods, and the jobs of thousands of employees—our friends and neighbors—remain in peril.



Timing is a significant key to success. The summer months represent the large majority of annual income generated in tourism. Many businesses survive all year on summer income alone. **Waiting to open until after the summer is not just a three-month delay—it is an entire year delay.** This delay will be fatal to many small businesses, and those jobs will be lost forever.

Our tourism industry feel confident they can be ready to reopen by June 1 in a safe and responsible manner. If numbers spike beyond a reasonable level, we recognize that this may need to be looked at again or adjusted as needed. The President and the CDC have set forth guidelines that we feel are adequate to ensure the safety of not only visitors to our communities, but the safety of the business owners and workers while opening back up our economy.


Tourism is a vital part of local economies and the time has come to provide a more firm date for opening so that these communities can get their lodging back open to greet their guests and allow them to start living their lives again.

Thank you for your consideration of this request. Should you have any questions, please don't hesitate to contact Senator Dahle or his Chief of Staff, Josh Cook at 916.651.4001.

Sincerely,

  
**BRIAN DAHLE**  
Senator, 1<sup>st</sup> District

  
**SHANNON GROVE**  
Senate Republican Leader, 16<sup>th</sup> District

  
**MEGAN DAHLE**  
Assemblywoman, 1<sup>st</sup> District



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 2, 2020

**Departments: Mono County Library**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Christopher Platt, Librarian

**SUBJECT** Mono County Libraries Update

**AGENDA DESCRIPTION:**

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

Update from Mono County Librarian Christopher Platt about the Mono County libraries, including re-opening and the Summer Reading program.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@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
5/29/2020 3:16 PM	County Administrative Office	Yes
5/28/2020 1:28 PM	County Counsel	Yes
5/28/2020 3:45 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 2, 2020

**Departments: Public Works**

**TIME REQUIRED** 20 minutes

**SUBJECT** Civic Center Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Tony Dublino, Director of Public Works; Nate Greenberg, IT Director

**AGENDA DESCRIPTION:**

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

Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

**RECOMMENDED ACTION:**

None; Informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 5459 / tdublino@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
5/29/2020 3:13 PM	County Administrative Office	Yes
5/27/2020 10:53 AM	County Counsel	Yes
5/20/2020 4:30 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 2, 2020

**Departments: CAO**

**TIME REQUIRED** 15 minutes (5 minute presentation;  
10 minute discussion) **PERSONS APPEARING** Bob Lawton, Acting CAO

**SUBJECT** Unrepresented/At-Will Employee and Officer Benefits and Compensation **BEFORE THE BOARD**

**AGENDA DESCRIPTION:**

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

- (1) Proposed resolution adopting amended Policy Regarding Benefits of Management-Level Officers and Employees to cap vacation accrual and modify health insurance provisions; (2) Proposed resolution to forego cost of living adjustments (COLAs) for unrepresented employees for 2019 and 2020, implement a 3.25% COLA for 2021 only, authorize the use of 2020 merit leave in 2021, and set forth conditions for implementation of 2% COLAs in 2022 and 2023.

**RECOMMENDED ACTION:**

Read summary of recommendation (from Staff Report). Adopt proposed resolutions. Provide any desired direction to staff.

**FISCAL IMPACT:**

The proposed resolutions increase at-will (and selected elected officials') compensation by \$163,162 in calendar year 2021, offset with healthcare savings of \$306,216, for a net savings of \$143,054. Projected net savings in 2022 is estimated at \$58,662 and this proposal is projected to cost the County a net \$26,847 in 2023.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution - COLA</a>
<input type="checkbox"/> <a href="#">Exhibit A - Management COLA</a>
<input type="checkbox"/> <a href="#">Resolution - Management Benefits</a>
<input type="checkbox"/> <a href="#">Exhibit - Management Benefits Policy</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/29/2020 3:14 PM	County Administrative Office	Yes
5/29/2020 10:04 AM	County Counsel	Yes
5/28/2020 3:27 PM	Finance	Yes



# County of Mono

## County Administrative Office

**Robert Lawton**  
Acting County Administrative Officer

**Dave Butters**  
Human Resources Director

**To:** Honorable Board of Supervisors  
**From:** Robert Lawton, Acting CAO  
**Date:** June 2, 2020  
**Re:** Resolutions Modifying Salary and Benefits for At-Will (Unrepresented) Employees and Specified Elected Officials

**Recommended Action:** Read summary of recommendation. Adopt proposed resolutions and provide direction to staff.

**Summary of Recommendation:** (to be read by the Chair): The recommendation is to make the following changes with respect to the salary and benefits of the County's unrepresented (at-will and elected) employees: (1) implement a 400-hour cap on vacation accrual; (2) authorize the one-time purchase of accrued vacation hours in excess of that cap; (3) modify the County's contribution to health insurance effective January 1, 2021 to provide for County payment of 95% of the cost of PERS Select medical insurance or 80% of the cost of PERS Choice medical insurance; (4) forego cost of living adjustments for 2019 and 2020; (5) implement a 3.25% COLA for 2021; (6) authorize the use of 2020 merit leave in 2021; and (7) implement 2% COLAs in 2022 and 2023 only if specified financial conditions are met.

**Background:** The Management Benefit Policy was last updated in 2014. Since mid-2018 there have been ongoing discussions between the CAO and Mono County's at-will (unrepresented) employees concerning an update to this policy. While the items proposed today do not reflect all of the changes discussed (some have been deferred to future discussions/potential action), they do address some of the issues.

Compensation for unrepresented employees is set forth in individual employment agreements which are aligned in some areas with the Memoranda of Understanding (MOUs) of the Mono County Public Employees (MCPE) and the Deputy Sheriffs Association (DSA). New MOUs have recently been approved for both the DSA and MCPE units.

A clause in all unrepresented employee contracts states, "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 (Name's) salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with (Name) in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable." A few unrepresented employees' contracts have language similar to the above, but are instead tied to the DSA MOU.

The MCPE MOU provides for a 2% COLA in the years 2019, 2020, 2021, 2022, and 2023 and implements to a new PERS medical option: PERS Select. Specifically, the County will pay 95% of the PERS Select premium or 80% of the premium for any other plan. Reducing the County's costs for medical insurance with the addition of a PERS Select option permitted these savings to partially offset the cost of wage increases. The DSA MOU provides for a 2% COLA in 2017, 2018, 2019 and a 3% COLA in 2020 and 2021 and a PORAC health insurance option.

**Cost of Living Adjustments (COLAs):** In a typical year, the unrepresented employees would request COLA increases similar to what was provided to MCPE and, where applicable, DSA employees. However, due to the current situation with COVID-19 and the economic realities facing the County, it is recommended that the County forego implementing COLAs for the unrepresented employees for the years 2019 and 2020 and instead implement COLAs starting in 2021. In lieu of the COLA increases for 2019 and 2020, which will not be provided, the amount of the COLA for 2021 would be 3.25%.

For 2022 and 2023, a 2% COLA would be implemented, but conditioned on the financial status of the County. Specifically, if the County has implemented (or is planning to implement) furloughs, layoffs or any other salary reductions with respect to MCPE employees in those years, then the COLAs would not be provided to unrepresented employees. An option for the Board to replace COLAs in 2022 and 2023 (but not in 2021) with a "results or merit-based incentive system" for management compensation is also provided.

**Medical Insurance:** It is proposed that as part of the Management Benefit Policy revision the unrepresented employees be provided the same medical insurance option as MCPE. Specifically, the County would pay 95% of the PERS Select premium or 80% of the premium for any other medical insurance option.

**Vacation and Merit Leave:** It is proposed that the accrual of vacation hours be capped at 400 (rather than 2.5 times annual accrual), for ease of administration. Those unrepresented employees who are currently over the cap would have hours over 320 "bought back" through a one-time purchase, and the cap would be strictly enforced going forward.

It is also recommended that, in recognition of the long hours all employees are working during the COVID-19 pandemic, merit leave hours not used by unrepresented employees in 2020 be carried over into 2021.



RESOLUTION NO. R20-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS FOREGOING COST OF LIVING ADJUSTMENTS FOR UNREPRESENTED (AT-WILL) EMPLOYEES AND OFFICERS FOR THE YEARS 2019 AND 2020, IMPLEMENTING A 3.25% COST OF LIVING ADJUSTMENT FOR 2021, SETTING FORTH CONDITIONS FOR IMPLEMENTATION OF COLAS IN 2022 AND 2023, AND EXTENDING THE USE OF 2020 MERIT LEAVE INTO 2021**

**WHEREAS**, Section 25300 of the Government Code authorizes the Board of Supervisors to prescribe the compensation, appointment, and conditions of employment of County employees; and

**WHEREAS**, certain County management-level officers and employees are not members of any bargaining unit, but instead are employed pursuant to at-will employment agreements, or elected (the ‘Unrepresented Employees’); and

**WHEREAS**, at-will employment agreements contain an opener clause allowing for negotiation between individual Unrepresented Employees and the County when a salary increase is provided to the Mono County Public Employees (MCPE) bargaining unit or the Deputy Sheriff’s Association (DSA), as applicable; and

**WHEREAS**, negotiations with all bargaining units, including with MCPE and the DSA, have concluded, resulting in the adoption and implementation of a Memorandum of Understanding for MCPE which provides Cost of Living Adjustments (COLA) in the amount of 2% of base salary for each of the years 2019-2023 and for the DSA in the amount of 2% of base salary for the years 2017, 2018, and 2019 and 3% of base salary for the years 2020 and 2022; and

**WHEREAS**, in light of the current situation with COVID-19 and the economic realities facing the County, the Board of Supervisors has determined to forego similar COLAs for the County’s Unrepresented Employees for the years 2019 and 2020 and instead implement a COLA for those Unrepresented Employees for the 2021 year only; and

**WHEREAS**, in recognition of the significant additional workload and responsibility the Unrepresented Employees have assumed in response to COVID-19, and the fact that they will not receive COLAs in the years 2019 or 2020, the Board additionally wishes to extend the



1 period in which Unrepresented Employees may use merit leave earned in 2020, so that unused  
2 hours are not lost;

3 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS**  
4 **OF THE COUNTY OF MONO** as follows:

5 **SECTION ONE:** The base salary for those positions listed on Exhibit A, which is  
6 attached hereto and incorporated by this reference, shall be increased by three and one quarter  
7 percent (3.25%) effective January 1, 2021, as shown in Exhibit A.

8 **SECTION TWO:** The base salary for those positions listed on Exhibit A shall be  
9 increased by 2% effective January 1, 2022 and January 1, 2023, unless either one of the  
10 following events occurs:

- 11 1. The County implements or is planning to implement layoffs, or furloughs or  
12 other pay reduction, applicable to the MCPE bargaining unit following  
13 compliance with applicable meet-and-confer requirements; or
- 14 2. The County has adopted a resolution implementing a Results/Performance  
15 Incentive Plan for Unrepresented Employees which provides that it supersedes  
16 and replaces the 2022 and/or 2023 COLAs set forth in this resolution.

17 **SECTION THREE:** Notwithstanding anything to the contrary in the Mono County  
18 Policy Regarding Benefits of Management-Level Officers and Employees or individual at-will  
19 agreements, any Merit Leave earned by Unrepresented Employees in 2020, but not used by  
20 December 31, 2020 shall not be lost, but shall instead roll-over to 2021 and must instead be  
21 used by December 31, 2021, or lost.

22 **SECTION FOUR:** This Resolution shall supersede, and replace Resolution R17-96,  
23 which last established the rates of pay for Unrepresented Employees and shall be deemed to  
24 have amended the employment agreements of the Unrepresented Employees whose positions  
25 are listed in Exhibit A to implement the new compensation as set forth in Exhibit A.

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**SECTION FIVE:** The County Administrative Officer and the Director of Finance are authorized and directed to take such steps as may be necessary to adjust affected salaries (base compensation) in accordance with this Resolution.

**PASSED, APPROVED and ADOPTED** this 2<sup>ND</sup> day of June, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Stacy Corless, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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Clerk of the Board

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County Counsel

**Exhibit A**

		January 1, 2021	January 1, 2022	January 1, 2023
	Current Salary	COLA	COLA	COLA
Assistant Assessor	104,494	3,396	2,158	2,201
Economic Development Director	116,000	3,770	2,395	2,443
Assistant County Counsel	127,920	4,157	2,642	2,694
Assistant CAO	142,500	4,631	2,943	3,001
Deputy District Attorney	117,480	3,818	2,426	2,474
Chief Investigator	115,200	3,744	2,379	2,426
Emergency Medical Services Chief	120,000	3,900	2,478	2,528
Assistant County Counsel	127,920	4,157	2,642	2,694
Admin Director Human Resources	125,000	4,063	2,581	2,633
Assistant District Attorney	127,920	4,157	2,642	2,694
County Engineer	126,023	4,096	2,602	2,654
Assistant Finance Director - Treasurer/Tax Collector	108,000	3,510	2,230	2,275
County Clerk/Recorder/Registrar Assistant	88,000	2,860	1,817	1,854
Finance Director	145,656	4,734	3,008	3,068
Deputy County Counsel	117,480	3,818	2,426	2,474
Admin Risk Manager	92,000	2,990	1,900	1,938
Economic Development Director Assistant	88,000	2,860	1,817	1,854
Public Works Facility Superintendent	100,000	3,250	2,065	2,106
District Attorney Investigator	103,680	3,370	2,141	2,184
Solid Waste Superintendent	89,364	2,904	1,845	1,882
Probation Chief	128,000	4,160	2,643	2,696
Social Services Director	128,000	4,160	2,643	2,696
Road Operations Superintendent	100,044	3,251	2,066	2,107
Assistant Finance Director - Auditor/Controller	108,000	3,510	2,230	2,275
Environmental Health Manager	102,424	3,329	2,115	2,157
IT Director	150,000	4,875	3,098	3,159
Public Works Project Manager	79,903	2,597	1,650	1,683
Senior Engineer	104,040	3,381	2,148	2,191
Behavioral Health Director	128,000	4,160	2,643	2,696
Public Health Director	128,000	4,160	2,643	2,696
Operations & Programming Supervisor	79,176	2,573	1,635	1,668
County Clerk/Recorder/Registrar	116,004	3,770	2,395	2,443
County Counsel	165,000	5,362	3,407	3,475
Deputy District Attorney	117,480	3,818	2,426	2,474
Public Health Officer	109,200	3,549	2,255	2,300
Public Works Director	140,000	4,550	2,891	2,949
Community Development Director	128,000	4,160	2,643	2,696
Assessor	120,000	3,900	2,478	2,528
District Attorney	152,325	4,951	3,146	3,208
Sheriff	146,484	4,761	3,025	3,085
<b>Total Fiscal Impact</b>	<b>4,712,717</b>	<b>153,162</b>	<b>97,317</b>	<b>99,259</b>



R20-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING A REVISED MANAGEMENT BENEFITS POLICY FOR CERTAIN OFFICERS AND AT-WILL EMPLOYEES AND SUPERSEDING AND REPLACING RESOLUTION R14-54**

**WHEREAS**, in 2014 the Board of Supervisors adopted R14-54, which set forth the benefits policy for certain officers and at-will employees of the County (the “Management Benefits Policy”); and

**WHEREAS**, the Board now wishes to revise and update the Management Benefits Policy to implement a 400-hour cap on vacation accrual; authorize the purchase of accrued hours in excess of that cap; modify the County’s contribution to health insurance effective January 1, 2021; eliminate obsolete language; update out-of-date language; remove provisions related to travel and refer instead to the County’s recently adopted Per Diem and Travel Policy; and make additional clarifying (non-substantive) changes;

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

**SECTION ONE:** The Mono County Policy Regarding Benefits for Management-Level Officers and Employees attached hereto as an Exhibit and incorporated by this reference is hereby adopted.

**SECTION TWO:** This Resolution shall supersede and replace, in its entirety, Resolution R14-54 and the Management Benefits Policy attached thereto, which shall be of no further force or effect.

**PASSED, APPROVED and ADOPTED** this 2<sup>nd</sup> day of June, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

ATTEST:

APPROVED AS TO FORM:

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Clerk of the Board

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County Counsel

**MONO COUNTY POLICY REGARDING  
BENEFITS OF MANAGEMENT LEVEL  
OFFICERS AND EMPLOYEES**

*(As amended June 2, 2020 by R20-\_\_\_)*

**ARTICLE 1. INTRODUCTION**

The purpose of this policy is to memorialize the non-salary benefits generally provided by the County to its management-level officers and employees. Additional, different, or even lesser benefits may be specified, and benefits may also be waived or excluded pursuant to the express terms of a written agreement between an employee and the County. In the event and to the extent that a conflict exists between any provision of this policy and such an agreement, the terms of the agreement shall prevail as to that employee. Certain benefits set forth herein (e.g., vacation and sick leave) are, by their nature, only appropriate or legally available for employees, as opposed to elected officials, due to legal differences between the natures of employees and elected officials. Where such differences exist, they are specifically noted in the policy. The Board of Supervisors may amend this policy from time to time after meeting and conferring to the extent (if any) required by law.

**ARTICLE 2. COVERED OFFICERS AND EMPLOYEES**

This policy applies to: elected and appointed department/agency heads, including the county counsel and the county administrative officer; management level employees, deputies and assistants serving under individual at-will employment agreements with the County; and members of the board of supervisors (hereafter “covered officers” and/or “covered employees”).

This policy shall not apply to any independent contractor, nor to any person who serves the County pursuant to a contract with another public agency. Furthermore, as noted above in Article I, the express terms of an individual employment agreement applicable to one of the foregoing officers or employees may exclude various benefits or provide for lesser, different, or waived benefits, and such terms shall prevail over any provision of this policy. Finally, note that the County may, in its discretion, extend or otherwise apply any of the principles of this policy to officers or employees other than those expressly mentioned above.

**ARTICLE 3. HEALTH, LIFE, AND DISABILITY INSURANCE**

- A. Each covered officer and employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 4 and 5.
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered officers and employees and their dependents by the County pursuant to this Policy.

- C. The County shall continue to participate in the CalPERS medical insurance program on behalf of covered officers and employees.
- D. The County shall pay only the statutory amount prescribed by Government Code section 22892 per officer or employee per month for CalPERS medical insurance.
- E. Life Insurance. The County shall provide covered officers and employees with term life insurance in the amount of fifty thousand dollars (\$50,000), applicable during their active service to the County (not after their retirement or other termination of employment or service).
- F. Disability Insurance (Not Applicable to Elected Officers). The County shall assure that all covered employees are enrolled in the State Disability Insurance (SDI) program at County expense. The County shall pay all such premiums as are necessary to provide SDI benefits to covered employees. When the covered employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the County shall continue paying:
- (1) Monthly contributions into the Cafeteria Plan based on the employee's applicable tier (See Article 6); and
  - (2) The medical portion of Social Security.
- G. Health Care Coverage for Retirees and Post-Retirement Health Beneficiaries.
- (1) A "retiree" is a former covered officer or employee whom CalPERS considers to be a County retiree/ annuitant, but who is not a post-retirement health beneficiary as described in this policy. The County shall pay the statutory amount prescribed by Government Code section 22892 per month for each retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the County.
  - (2) A "post-retirement health beneficiary" or "PRHB" is a former covered officer or employee who falls within one of the following categories:
    - Was hired or elected prior to January 1, 1986, held permanent employment status or was holding elected county office and was age fifty (50) or older on the date of his or her retirement, and had accrued at least five (5) years continuous service with the County immediately preceding

the date of retirement;

- Was hired or elected between January 1, 1986 and June 30, 1987, held permanent employment status or was holding elected county office and was age fifty (50) or older on the date of his or her retirement, and had accrued at least ten (10) years continuous service prior to retirement;
- Was hired or elected between July 1, 1987 and January 1, 1996, held permanent employment status or was holding elected county office and was age fifty (50) or older on the date of his or her retirement, and had accrued at least fifteen (15) years continuous service prior to retirement;
- Was hired or elected between January 1, 1996 and December 31, 2001, held permanent employment status or was holding elected county office and was age fifty-five (55) or older on the date of his or her retirement, and had accrued at least twenty (20) years continuous service immediately prior to retirement.

With respect to any elected official who was a county employee immediately preceding his or her first election to office, the official's tier under this definition shall be based on his or her date of hire as an employee and his or her years of prior service as a county employee shall be counted along with years of service as a county officer, provided all such service was continuous.

PRHBs shall receive those benefits after retirement set forth in Article 8, unless they have at any time elected to participate in the County's 401(a) retirement plan.

#### ARTICLE 4. DENTAL CARE PLAN

The County shall provide all covered officers and employees and their dependents with the County dental plan. The current County dental care plan shall be the minimum base coverage.

#### ARTICLE 5. VISION CARE PLAN

The County shall provide all covered officers and employees and their dependents a vision care plan. The current Vision Care Plan C shall be the minimum base coverage.



## ARTICLE 6. CAFETERIA PLAN

- A. Effective January 1, 2021, for covered officers and employees enrolled in PERS Select insurance, the County shall contribute into the cafeteria plan an amount equal to ninety-five percent (95%) of the PERS Select premium for the coverage tier in which the covered officer or employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS. Effective January 1, 2021, for covered officers or employees enrolled in a PERS insurance plan other than PERS Select, the County shall contribute into the cafeteria plan an amount equal to eighty percent (80%) of the PERS Choice premium for the coverage tier in which the covered officer or employee is enrolled, minus the statutory amount prescribed by section 22892, which the County shall pay directly to PERS.
- B. With respect to any covered officer or employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the County with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the County shall contribute to the Cafeteria Plan three hundred dollars (\$300) per month for that non-enrolled officer or employee. Notwithstanding the foregoing, no officer or employee (regardless of date of assuming office or date of hire) shall be eligible to receive a contribution to the Cafeteria Plan under this subsection unless they were already receiving such a contribution prior to August 1, 2011.

## ARTICLE 7. 401(a) PLAN

- A. Any covered officer or employee originally hired or elected on or after January 1, 2002, shall not be eligible to earn or receive the retirement service benefit provided by Article 8, but shall instead be eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan established by the County, as described more fully below. Any active officer or employee who was originally hired or elected prior to January 1, 2002, may also elect to receive County contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the post-retirement benefit provided by paragraphs B and C of Article 8.
- B. The County has established and fully implemented an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall contribute into the Section 401(a) Plan an amount on behalf of each covered officer or employee electing to participate under this Article 10 equal to the amount contributed by that officer or employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to officer or employee contributions)

but not to exceed 3% of the officer or employee's pre-tax salary. Accordingly, if a officer or employee contributed a total of 1-3 % of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the officer or employee's 457 contribution; if an officer or employee contributed more than 3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the officer's or employee's pre-tax salary and would not fully match the officer's or employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employees shall vest -- that is, earn the right to withdraw - The County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth more fully below.

- C. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

Years of County Service	Portion of Account Value Vested
Less than 1 year	0 percent
1 year plus 1 day	10 percent
2 years plus 1 day	20 percent
3 years plus 1 day	40 percent
4 years plus 1 day	60 percent
5 years plus 1 day	80 percent
6 years or more	100 percent

- D. In addition to and notwithstanding the foregoing, officers' or employees' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use - shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

**ARTICLE 8. BENEFITS FOR POST-RETIREMENT HEALTH BENEFICIARIES**

- A. Each post-retirement health beneficiary as defined in Article 3 will be eligible for a flexible credit allowance under the County's Section 125 Cafeteria Plan (See Article 6) as set forth below, unless he or she has at any time prior to retirement opted to participate in the County's Section 401(a) Plan (see Article 7).
- B. The amount of the flexible credit allowance shall be computed as follows:
  - (1) Post-retirement health beneficiaries who enroll in CalPERS medical

insurance, shall receive a flexible credit allowance equal to the monthly amount of the PERS Choice premium based on the residency and coverage tier (PRHB and up to one dependent) in which the PRHB is enrolled, minus the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS and minus the same monthly amount that the PRHB was contributing toward their medical insurance premiums as an active employee on January 1, 2020. For example, if an employee was contributing \$50 per month toward his or her medical insurance as an active employee on January 1, 2020, then that same fixed dollar amount shall be deducted from the flexible credit allowance paid to them as a PRHB pursuant to this subsection. Note that under this formula, while the PERS Choice premium and the statutory amount prescribed by Government Code section 22892 will vary over time (based on the then-current amounts), the amount deducted therefrom based on what the PRHB was contributing as an active employee does not vary.

- (2) All PRHBs who are eligible for Social Security Medicare coverage shall enroll in the PERS Supplement/Managed Care.
- (3) Each PRHB, and one dependent, shall also be eligible to receive the same dental and eye-care benefits provided to covered officers and employees in Articles 4 and 5 of this policy.

ARTICLE 9. VACATION ACCUMULATION (Not Applicable to Elected Officers)

- A. In accordance with the Mono County Code, covered employees shall accrue vacation benefits as follows:

- Initial Employment.....15 days vacation per year
  - After 10 years service.....17 days vacation per year
  - After 15 years service.....19 days vacation per year
  - After 20 years service.....20 days vacation per year

For purposes of this benefit, a "day" means eight (8) hours. Said vacation days per year assumes full-time employment. Covered employees working less than a full-time schedule shall accrue a prorated amount of vacation days per year.

- B. Notwithstanding anything to the contrary, the maximum number of vacation hours that may be accumulated by any covered employee shall not exceed 400.
- C. If a covered employee's total accumulated vacation hours exceed 400, then their vacation accrual will cease until the covered employee's accumulation of vacation days falls at or below 400 hours.

- D. Any covered employee whose total accumulated vacation hours exceeds 400 as of the date this policy is adopted will be compensated for those accumulated vacation hours over 320, through a one-time “cash out” payment as soon as said payment may be reasonably processed by Mono County payroll. Notwithstanding the foregoing, any such covered employee may instead be compensated for a lesser number of hours which reduces that employee’s accumulated vacation hours to a number between 320 and 400, if that employee provides written notice to payroll within ten working days of the date the policy is adopted specifying the lesser number of hours to be cashed out. Employees receiving a one-time cash out pursuant to this paragraph may not also cash out additional hours under paragraph B of Article 12 of the MOU for calendar year 2020, unless the total of hours cashed out pursuant to both paragraphs does not exceed 40.
- E. Any covered officer or employee who has accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.

ARTICLE 10. SICK LEAVE (Not Applicable to Elected Officers)

- A. In accordance with Mono County Personnel Rules section 270, sick leave for each covered employee shall accrue upon the covered employee's date of employment at the rate of one (1) full day of sick leave for each month of full-time service, to a maximum accrual of one hundred and twenty (120) sick leave days (960 hours). Part-time employees accrue a prorated amount. Upon termination, the employee shall be compensated for accrued sick leave as follows:
  - (1) If the employee has worked for the County for less than five (5) years, no amount shall be paid for accrued sick leave.
  - (2) If the employee has worked for the County for five (5) or more years, but less than ten (10) years, then the employee shall be paid seventy-five percent (75%) of the dollar value of the accrued sick leave.
  - (3) If the employee has worked for the County for ten (10) or more years, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
- B. The dollar value of the employee's accrued sick leave shall be based upon the employee's base compensation on the date of separation.

ARTICLE 11. MERIT LEAVE (Not Applicable to Elected Officers)

- A. By the nature of their management positions, most covered employees are exempt from payment of overtime compensation under the Fair Labor Standards Act (FLSA) and will not be paid overtime by the County for hours worked in excess of 40 hours per week. FLSA-exempt employees are expected to efficiently manage time to perform their job duties, and be available for staff, clients and the public. This entails full-time exempt employees being available for more than 40-hours per workweek (or a lesser amount in the case of part-time exempt employees) and outside of normal business hours.
- B. In consideration of these expectations, the lack of overtime pay and job complexities, eighty hours (80) of merit leave per calendar year is awarded to full-time exempt employees (not elected officials); part-time exempt employees may be awarded a prorated lesser amount based on their regular schedule. Merit leave is not an hour-for-hour entitlement, but rather is extra time off provided in addition to vacation time, sick leave, etc. The initial award for exempt employees shall be prorated based upon the remainder of the calendar year (unless different in an individual's at-will agreement).
- C. Merit leave does not accrue to a bank and the yearly entitlement must be used within the calendar year it is awarded, or it is lost unless provided otherwise by Resolution of the Board. There is no carryover of unused merit leave to subsequent year(s) and merit leave has no cash value.
- D. Merit or vacation leave (or sick leave, if applicable) must be used whenever a full-time exempt employee works fewer than 80 hours during any two-week payroll period; or a prorated lesser number of hours during any two-week payroll period in the case of part-time exempt employees. A two-week payroll period means fourteen consecutive calendar days beginning on a Sunday as designated by the Finance Department.
- E. Merit leave is used in a manner similar to vacation time. An FLSA-exempt employee will note merit leave taken with an (M) on the time sheet in a manner similar to vacation time taken (V) and sick leave taken (S).

ARTICLE 12. PERS RETIREMENT

- A. Covered employees are members of the CalPERS retirement system and are eligible to earn benefits accordingly. For elected officers, membership in the CalPERS system is optional, except to the extent otherwise specified by the Public Employees' Pension Reform Act of 2013 (hereinafter "PEPRA"). Actual benefits are governed by law and the County's current contracts with CalPERS. Covered miscellaneous employees hired or otherwise taking office after December 31, 2012, are provided with "2% at 62" PERS Retirement Benefits as mandated by PEPRA; however, covered

employees hired or otherwise assuming office within six months of leaving a previous public employer with pension system reciprocity are not considered new and may be eligible for the plan in effect with the new employer on December 31, 2012, which in Mono County was "2.5% at 55" for miscellaneous employees. Covered miscellaneous employees hired or otherwise taking office between April 10, 2012, and December 31, 2012, are provided with PERS "2.5% at 55" retirement. Any covered miscellaneous employees hired or otherwise taking office prior to April 10, 2012, are provided with PERS "2.7% at 55" retirement.

- B. The Sheriff-Coroner, if opting to be a member of CalPERS, and the Undersheriff are safety members of the Local Sheriff coverage group and receive benefits at the level specified by PEPRAs based on their applicable dates of assuming office or date of hire and the level of benefits in place under the County's contract with CalPERS on that date for the Local Sheriff coverage group (or based on the plan in effect on December 31, 2012, in the event they are hired or otherwise assume office within six months of leaving a previous public employer with pension system reciprocity as described above).
- C. The Chief Probation Officer is a safety member of the County Peace Officer coverage group and receives benefits at the level prescribed by PEPRAs for that coverage group based on his or her date of hire (or based on the plan in effect on December 31, 2012, if employees hired within six months of leaving a previous public employer with pension system reciprocity as described above). This coverage group also applies generally to the District Attorney Chief Investigator.
- D. Covered officers and employees who are members in the CalPERS system pay the employee's (or "member's") contribution for applicable PERS coverage and retirement. (Note: To the extent mandated by PEPRAs and based on date of hire or assuming office, new officers and employees may also be required to be 50% of the "normal cost" for their PERS retirement benefits.) The County has implemented an IRS 414H2 program for all covered officers and employees in order to facilitate the officers' or employee's PERS contributions and to provide for tax deferred payment of the officer's or employee's PERS contributions.
- E. The County's contract with CalPERS provides eligible covered officers and employees with Level IV Survivors' Benefit Program (specifically those benefits provided by Government Code Section 21574).

#### ARTICLE 13. TRAVEL EXPENSES

Travel policies, expenses and reimbursement shall be governed by sections 620-660 of the Mono County Personnel Rules and by Resolution R20-27 of the Board of Supervisors ("Comprehensive Policy for Travel, Per Diem and Food and Beverage Reimbursement"), or any successor(s) thereto which may be unilaterally adopted and implemented by the Board.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 2, 2020

**Departments: Human Resources, CAO**

**TIME REQUIRED** 5 Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Dave Butters, Human Resources  
Director; Bob Lawton, Acting CAO

**SUBJECT** Employment Agreement - Alicia  
Vennos, Economic Development  
Director

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Alicia Vennos as Economic Development Director and prescribing the compensation, appointment and conditions of said employment.

### RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt Resolution #R20-\_\_\_, approving a contract with Alicia Vennos as Economic Development Director 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:

The cost for this position for the remainder of FY 2019-2020 (June 2 to June 30th) is approximately \$14,675 of which \$8,898 is salary and \$5,776 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2020-2021) would be \$191,307 of which \$116,004 is annual salary and \$75,303 is the cost of the benefits.

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** x5413 / dbutters@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution - Employment Agreement</a>
<input type="checkbox"/> <a href="#">Exhibit - Employment Agreement</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/29/2020 3:13 PM	County Administrative Office	Yes
5/27/2020 10:29 AM	County Counsel	Yes
5/28/2020 3:34 PM	Finance	Yes





# County of Mono

## County Administrative Office

**Dave Butters**  
Human Resources Director

**Robert Lawton**  
Acting County Administrative Officer

**Jay Sloane**  
Risk Manager

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: June 2, 2020

Subject: Employment Agreement for Alicia Vennos as Economic Development Director

Recommendation: Approve the Employment Agreement of Alicia Vennos as Economic Development Director for a term of three years from June 2, 2020 to June 1, 2023.

Background: Alicia Vennos has worked for Mono County since August 2008 and currently holds the position of Economic Development Director.

Fiscal Impact: The cost for this position for the remainder of FY 2019-2020 (June 2 to June 30th) is approximately \$14,675 of which \$8,898 is salary and \$5,776 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2020-2021) would be \$191,307 of which \$116,004 is annual salary and \$75,303 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email [dbutters@mono.ca.gov](mailto:dbutters@mono.ca.gov).



**RESOLUTION NO. R20-**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Employment Agreement of Alicia Vennos, 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 Alicia Vennos. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of June, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

## **EMPLOYMENT AGREEMENT OF ALICIA VENNOS**

This Agreement is entered into by and between Alicia Vennos ("Ms. Vennos") and the County of Mono ("County") this 2<sup>nd</sup> day of June, 2020.

### **I. RECITALS**

Alicia Vennos is currently employed as the Economic Development Director of Mono County. The County wishes to continue to employ Ms. Vennos as its Economic Development Director on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Vennos wishes to accept such continued employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be June 2, 2020, until June 1, 2023, unless earlier terminated by either party in accordance with this Agreement. This Agreement shall automatically terminate in the event the County implements new agreements for its "at-will" employees and executes such new agreement as to Ms. Vennos. The County shall notify Ms. Vennos in writing no later than December 1, 2022, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Vennos shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Vennos that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Vennos 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. Ms. Vennos shall continue to be employed by Mono County as Economic Development Director, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Vennos accepts such continued employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Vennos' s employment.
3. Ms. Vennos' s salary shall continue to be \$9,667 per month. The Board may unilaterally increase Ms. Vennos' s compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under

the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Vennos' s salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Ms. Vennos in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Vennos shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Vennos understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Ms. Vennos was already entitled to for the 2020 calendar year under her former employment agreement.)
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Vennos' s full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Vennos 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 applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.7% at 55), 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 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Vennos understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County

Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Vennos cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Vennos' 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 Ms. Vennos' s employment, the County Administrative Officer may terminate Alicia Vennos' s employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Vennos 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, except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Vennos' s employment.
9. On or before the effective date of any such termination without cause, Ms. Vennos 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 effective date) before this Agreement would have expired, Ms. Vennos shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Vennos shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Vennos that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Vennos shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time he or she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Vennos shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Vennos may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Vennos 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 Alicia Vennos. Consistent with Ms. Vennos' s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Vennos may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Vennos date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Vennos' s employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Vennos' 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 Ms. Vennos shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Vennos is convicted of a crime involving abuse of office or position.

14. Ms. Vennos acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Vennos 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 is executed between the parties effective June 2, 2020.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
By: Alicia Vennos

\_\_\_\_\_  
By: Stacy Corless, 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** June 2, 2020

**Departments: Human Resources, Public Health**

**TIME REQUIRED** 5 minutes

**SUBJECT** Employment Agreement - Louis  
Molina, Environmental Health  
Manager

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Dave Butters, Human Resources  
Director; Sandra Pearce, Public Health  
Director

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Louis Molina as Environmental Health Manager and prescribing the compensation, appointment and conditions of said employment.

### RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt Resolution #R20-\_\_\_, approving a contract with Louis Molina as Environmental Health Manager, 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:

The cost for this position for the remainder of FY 2019-2020 (June 2 to June 30th) is approximately \$13,872 of which \$8,346 is salary and \$5,525 is the cost of the benefits. Total cost for a full fiscal year (2020-2021) would be \$180,836 of which \$108,804 is annual salary and \$72,032 is the cost of the benefits.

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** x5413 / dbutters@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution - Employment Agreement</a>
<input type="checkbox"/> <a href="#">Exhibit - Employment Agreement</a>

History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/29/2020 3:13 PM	County Administrative Office	Yes
5/27/2020 10:29 AM	County Counsel	Yes
5/28/2020 3:33 PM	Finance	Yes



# County of Mono

## County Administrative Office

**Dave Butters**  
Human Resources Director

**Robert Lawton**  
Acting County Administrative Officer

**Jay Sloane**  
Risk Manager

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: June 2, 2020

Subject: Employment Agreement for Louis Molina as Environmental Health Manager

Recommendation: Approve the Employment Agreement of for Louis Molina as Environmental Health Manager for a term of three years from June 2, 2020 to June 1, 2023.

Background: Louis Molina has served as Mono County's Environmental Health Manager since March 2011. During the 9 years of Mr. Molina's employment his salary has remained stable, except COLA increases, while the Public Health Director's salary has increased over this same period. This has resulted in a widening gap between the Public Health Director salary and that of the Environmental Health Manager. In recognition of this trend and to provide internal equity we recommend that Mr. Molina's salary be increased from a current monthly rate of \$8,535 to a new monthly rate of \$9,068 or 6.2%.

Fiscal Impact: The cost for this position for the remainder of FY 2019-2020 (June 2 to June 30th) is approximately \$13,872 of which \$8,346 is salary and \$5,525 is the cost of the benefits.

Total cost for a full fiscal year (2020-2021) would be \$180,836 of which \$108,804 is annual salary and \$72,032 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email [dbutters@mono.ca.gov](mailto:dbutters@mono.ca.gov).



**RESOLUTION NO. R20-**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Employment Agreement of Louis Molina, 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 Louis Molina. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this \_\_ day of \_\_\_\_\_, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
COUNTY COUNSEL

## **EMPLOYMENT AGREEMENT OF LOUIS MOLINA**

This Agreement is entered into this 2<sup>nd</sup> day of June 2020, by and between Louis Molina and the County of Mono.

### **I. RECITALS**

The County wishes to continue to employ Louis Molins as Environmental Health Manager on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Molina wishes to accept employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be June 2, 2020, until June 1, 2023, unless earlier terminated by either party in accordance with this Agreement. This Agreement shall automatically terminate in the event the County implements new agreements for its "at-will" employees and executes such new agreement as to Mr. Molina. The County shall notify Mr. Molina in writing no later than December 1, 2022, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Molina 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. Molina 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. Molina 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. Molina shall continue to be employed by Mono County as Environmental Health Manager, serving at the will and pleasure of the Public Health Director in accordance with the terms and conditions of this Agreement. Mr. Molina accepts such continued employment. The Public Health Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Molina's employment.
3. Mr. Molina's salary shall be \$9,068 per month. The Board may unilaterally increase Mr. Molina's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-

negotiation with respect Mr. Molina's salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Mr. Molina in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Molina shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Molina 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 Public Health Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Molina'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. Molina 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. Such benefits include CalPERS retirement benefits (2.7% @ 55). 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. Molina 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. Molina 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. Molina'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. Molina's employment, the Public Health Director may terminate Louis Molina's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Molina 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 Public Health Director may, in his or her discretion, take during Mr. Molina's employment.
9. On or before the effective date of any such termination, Mr. Molina 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. Molina 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. Molina shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Molina 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. Molina shall not be entitled to any severance pay in the event that the Public Health Director 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 the Mono County Personnel Rules or any successor provision, as the same may be amended from time to time. Mr. Molina 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. Molina 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. Molina 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 Louis Molina. Consistent with Mr. Molina's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Molina may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Molina's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Molina'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. Molina'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. Molina 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. Molina is convicted of a crime involving abuse of office or position.
14. Mr. Molina acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Molina further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement shall be executed by the parties this 2<sup>nd</sup> day of June, 2020.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
By: Louis Molina

\_\_\_\_\_  
By: Stacy Corless, 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** June 2, 2020

**Departments: Human Resources, CAO**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Dave Butters, Human Resources  
Director; Bob Lawton, Acting CAO

**SUBJECT** Employment Agreement - Robin  
Roberts, Behavioral Health Director

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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 Robin Roberts as Director of Behavioral Health, and prescribing the compensation, appointment and conditions of said employment.

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### RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt Resolution #R20-\_\_\_\_, approving a contract with Robin Roberts as Director of Behavioral Health and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

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### FISCAL IMPACT:

The cost for this position for the remainder of FY 2019-2020 (June 2 to June 30th) is approximately \$16,013 of which \$9,819 is salary and \$6,194 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2020-2021) would be \$208,758 of which \$128,004 is annual salary and \$80,754 is the cost of the benefits.

---

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** x5413 / dbutters@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution - Employment Agreement</a>
<input type="checkbox"/> <a href="#">Exhibit - Employment Agreement</a>

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/29/2020 3:13 PM	County Administrative Office	Yes
5/28/2020 1:30 PM	County Counsel	Yes
5/28/2020 3:35 PM	Finance	Yes



# County of Mono

## County Administrative Office

**Dave Butters**  
Human Resources Director

**Robert Lawton**  
Acting County Administrative Officer

**Jay Sloane**  
Risk Manager

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: June 2, 2020

Subject: Employment Agreement for Robin Roberts as Behavioral Health Director

Recommendation: Approve the Employment Agreement of Robin Roberts as Behavioral Health Director for a term of three years from June 2, 2020 to June 1, 2023.

Background: Robin Roberts has been employed by Mono County since August 2008 and currently serves as Behavioral Health Director.

Fiscal Impact: The cost for this position for the remainder of FY 2019-2020 (June 2 to June 30th) is approximately \$16,013 of which \$9,819 is salary and \$6,194 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2020-2021) would be \$208,758 of which \$128,004 is annual salary and \$80,754 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email [dbutters@mono.ca.gov](mailto:dbutters@mono.ca.gov)



**RESOLUTION NO. R20-**

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

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

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

**PASSED AND ADOPTED** this \_\_ day of \_\_\_\_\_, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

## **EMPLOYMENT AGREEMENT OF ROBIN ROBERTS**

This Agreement is entered into this 2<sup>nd</sup> day of June, 2020, by and between Robin Roberts ("Ms. Roberts") and the County of Mono ("County").

### **I. RECITALS**

The County wishes to continue to employ Ms. Roberts as its Director of Behavioral Health on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Roberts wishes to accept such continued employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be June 2, 2020, until June 1, 2023, unless earlier terminated by either party in accordance with this Agreement. This Agreement shall automatically terminate in the event the County implements new agreements for its "at-will" employees and executes such new agreement as to Ms. Roberts. The County shall notify Ms. Roberts in writing no later than December 1, 2022, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Roberts shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Roberts that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Roberts as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Ms. Roberts shall continue to be employed by Mono County as Director of Behavioral Health, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Roberts accepts such continued employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Roberts' s employment.
3. Ms. Roberts' s salary shall be \$10,667 per month. The Board may unilaterally increase Ms. Roberts' s compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is

agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Roberts' s salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Ms. Roberts in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Roberts shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Roberts understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Ms. Roberts was already entitled to for the 2020 calendar year under her former employment agreement.)
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Roberts' s full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Roberts shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.7% at 55), 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 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Roberts understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance

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

10. Notwithstanding the foregoing, Ms. Roberts shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time he or she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel System, as the same may be amended from time to time. Ms. Roberts shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Roberts may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Roberts shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Robin Roberts. Consistent with Ms. Roberts' s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Roberts may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Roberts' date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Roberts' employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Roberts' 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 Ms. Roberts shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Roberts is convicted of a crime involving abuse of office or position.
14. Ms. Roberts acknowledges that this Agreement is executed voluntarily by her,



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

**III. EXECUTION:**

This Agreement is executed between the parties on June 2, 2020.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
By: Robin Roberts

\_\_\_\_\_  
By: Stacy Corless, 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** June 2, 2020

**Departments: Finance, CAO**

**TIME REQUIRED** 45 minutes

**PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher

**SUBJECT** FY 2020-21 Budget Update

**AGENDA DESCRIPTION:**

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

CAO and Finance will update the Board about current FY 2020-21 budget development efforts.

**RECOMMENDED ACTION:**

Receive information and provide direction to staff, if desired.

**FISCAL IMPACT:**

None.

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

**History**

Time	Who	Approval
5/29/2020 3:13 PM	County Administrative Office	Yes
5/27/2020 10:30 AM	County Counsel	Yes
5/28/2020 5:00 PM	Finance	Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

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*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

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

*Gerald Frank*  
Assistant Finance Director  
Treasurer - Tax Collector

**Date:** June 2, 2020

**To:** Honorable Board of Supervisors

**From:** Janet Dutcher, Finance Director

**Subject:** FY 2020-2021 Budget Update

**Action Requested:** Receive information and provide direction to staff if desired.

**Discussion:**

This is another update in a continuing series of budget conversations with your Board.

Budget development activity over the past month includes the following:

- We prepared and released budget guidelines and instructions to department heads and fiscal staff. The guidelines and instructions assist departments in formulating their budget requests to meet certain parameters. For General Fund (GF) Departments this includes preparing their budgets to request no increase above the individual base budget each department was given. Later in this memo, there is a discussion and illustration covering the development and allocation of the GF base budget.
- Workforce costs including salaries and benefits have been calculated and entered into the base budgets. Corrections to workforce data are made as requested by departments.
- The fixed costs (internal charges) were determined and entered in the base budget for departments.
- An exercise in projecting the General Fund carryover balance for the next fiscal year is complete. Finance will present the results of the project to your Board at your meeting on June 2<sup>nd</sup>.

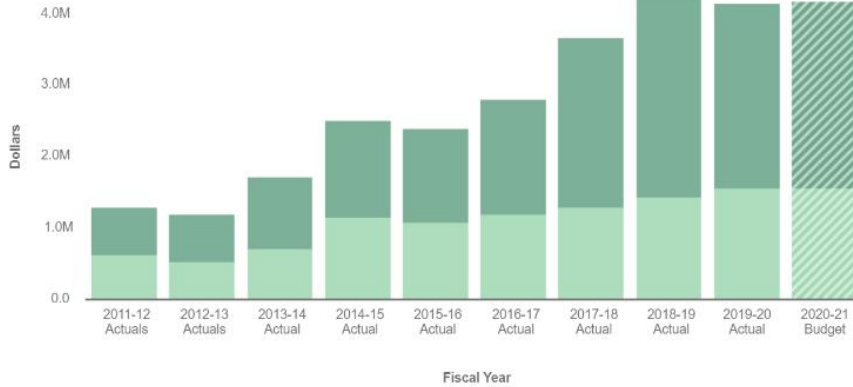
The following pages will discuss specific impacts to the FY 2020-21 County Budget, including:

- Workers' Compensation and Liability Insurance
- Motor Pool
- A87
- Tech Refresh
- Rent
- Retirement costs
- Health care costs
- Retiree Health costs

**Worker's compensation** costs increased \$37,830, or 1.5%. General liability costs decreased \$9,846, or 0.6%.

## Insurance

Visualization

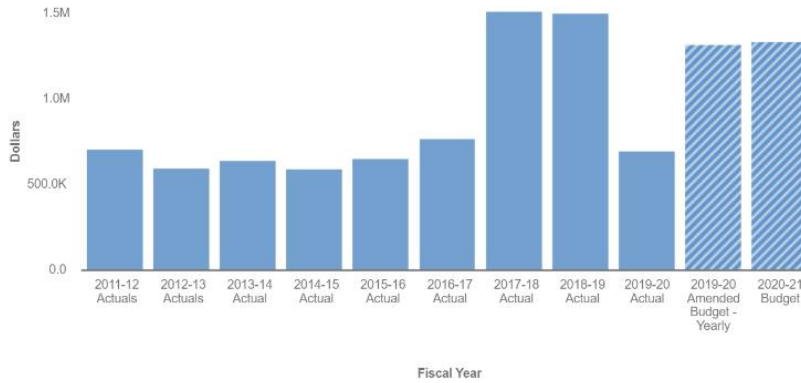


Data filtered by Insurance, Funds, No Project and exported on May 27, 2020. Created with OpenGov

Public Works staff determine the initial **motor pool costs** allocated to departments by projecting individual vehicle mileage rates applied to an estimate of each department's annual historical mileage usage. Motor pool costs were estimated at \$1,335,888, an increase of \$15,204, or 1.15%.

## Motor Pool Expenses

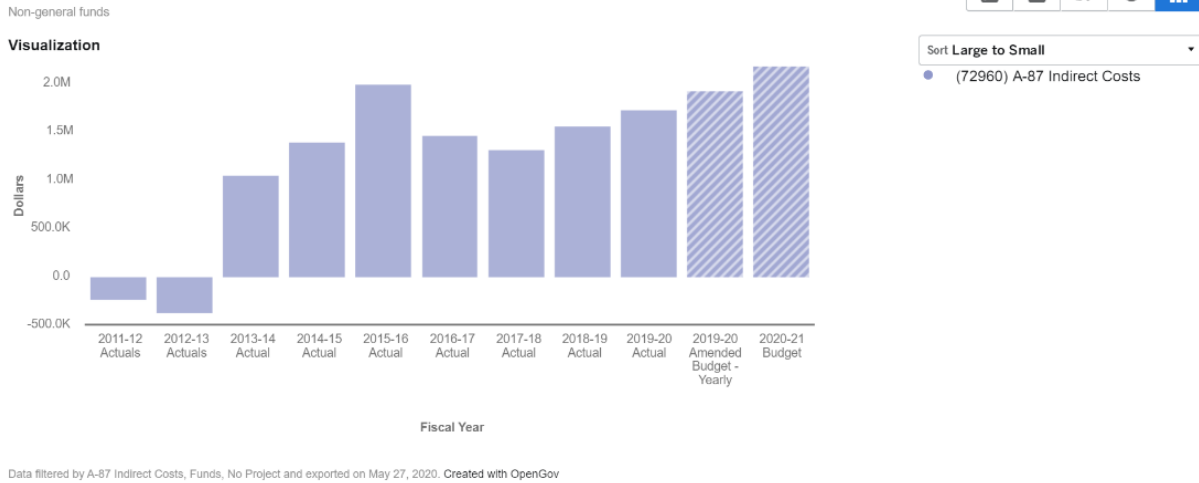
Visualization



Data filtered by Motor Pool Expense, Funds, No Project and exported on May 27, 2020. Created with OpenGov

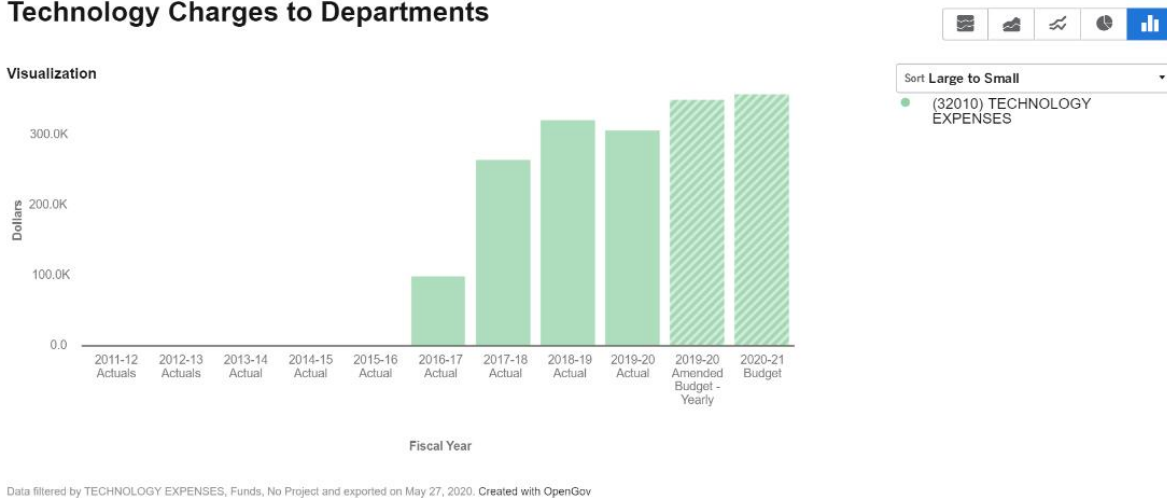
The County prepared and filed its FY 2020-21 *cost plan (A87)* with the State Controller’s Office early in May 2020. FY 2020-21 cost plan charges are calculated using actual results from internal service departments who provide services to other departments on a county-wide basis. Cost plan charges are proposed at \$2,170,017, an increase of \$249,434 or 13%.

### A87 Indirect Cost Allocation



*Technology charges* to departments include the cost associated with employee desktop (or laptop), office 365, network server and storage, communications equipment and enterprise software. These costs have been increasing because of a plan to transition these costs away from the cost plan (and accounted for in the General Fund) and move them into the Tech Refresh ISF, where costs are direct charged to user departments in the same year in which the costs are incurred. Technology charges increased \$6,891, or 2%.

### Technology Charges to Departments

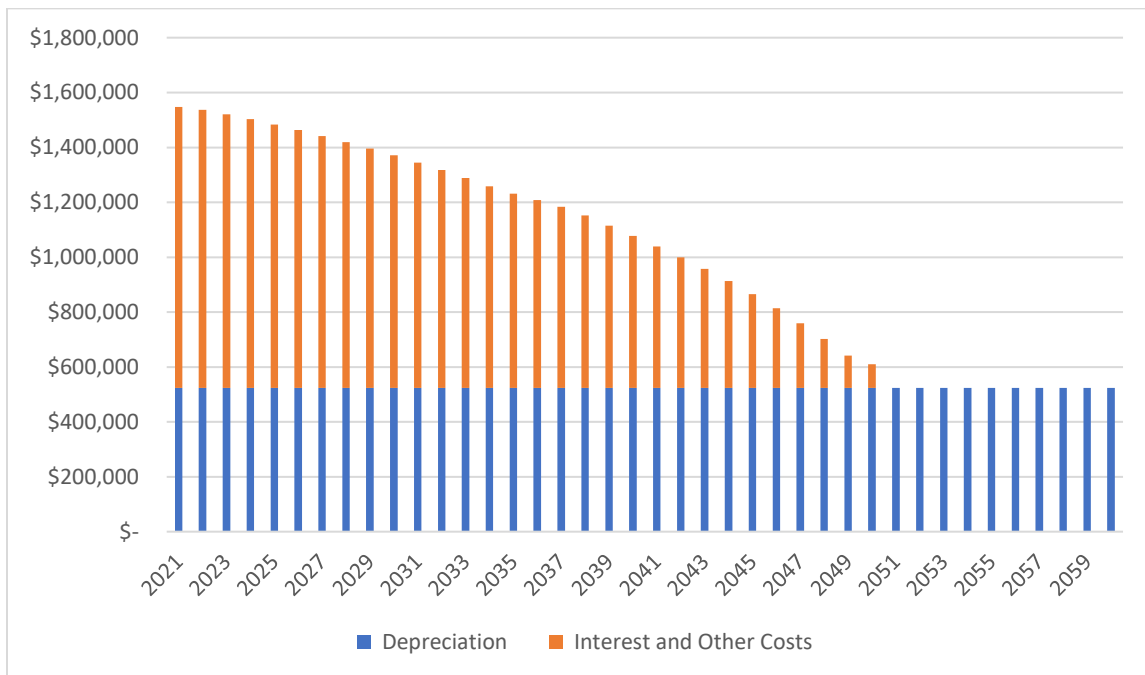


With the completion of the Civic Center and the move out of leased facilities at Sierra Center and Minaret Malls, Departments residing within the Civic Center will be directly charged the annual depreciation and interest expense on the certificates of participation, allocated based on their share of the occupied square footage. Not all departments are occupying the same amount of square footage they previously had and the costs this next year will exceed the current aggregate costs of leased facilities by \$468,473.

Annual *Civic Center costs* to be allocated for FY 2020-21 include:

Interest expense on debt service	\$ 936,675
Depreciation	524,215
Amortized issuance costs	10,803
Amortized net premium	75,537
<b>Total claimable costs</b>	<b>\$ 1,547,229</b>

Costs to be allocated over the life of the building will vary from a high of \$1,547,229 to \$524,215, as shown in the graph below.



A comparison of the previous rent charges to the proposed Civic Center charge by department is illustrated in the table below.

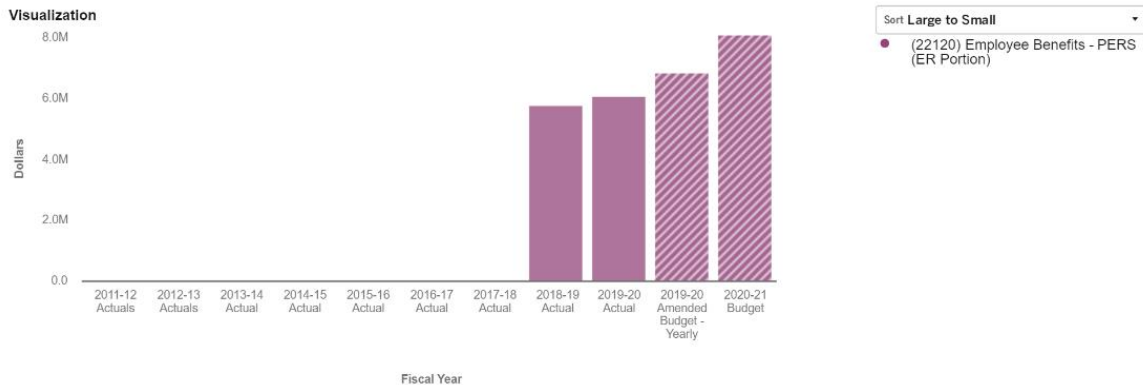
Department	2019-20						2020-21		Sq Ft Diff	Rent Diff		
	Sq Ft	Sierra Center	Sq Ft	TOML	Sq Ft	Minaret Mall	Sq Ft Total	19/20 Total			Sq Ft	Civic Center
Board of Supervisors	43	\$ 1,900	174	\$ 3,472		\$ -	217	\$ 5,373	1,825	\$ 56,938	1,608	\$ 51,565
CAO	1,044	\$ 46,136		\$ -		\$ -	1,044	\$ 46,136	1,217	\$ 85,562	173	\$ 39,426
County Counsel	1,564	\$ 69,116		\$ -		\$ -	1,564	\$ 69,116	1,700	\$ 79,682	136	\$ 10,566
IT	68	\$ 3,005	1,618	\$ 13,272		\$ -	1,686	\$ 16,277	1,843	\$ 86,335	157	\$ 70,058
Public Works		\$ -	140	\$ 2,778		\$ -	140	\$ 2,778	348	\$ 16,246	208	\$ 13,468
Economic Development	367	\$ 16,219		\$ -		\$ -	367	\$ 16,219	931	\$ 43,632	564	\$ 27,413
District Attorney	3,439	\$ 153,522		\$ -		\$ -	3,439	\$ 153,522	3,757	\$ 176,075	318	\$ 22,554
Probation	1,720	\$ 76,011		\$ -		\$ -	1,720	\$ 76,011	3,161	\$ 148,070	1,441	\$ 72,059
Community Development		\$ -	3,175	\$ 63,198		\$ -	3,175	\$ 63,198	2,785	\$ 130,586	-390	\$ 67,388
Social Services	6,177	\$ 272,974		\$ -		\$ -	6,177	\$ 272,974	5,273	\$ 247,093	-904	\$ (25,881)
Behavioral Health	5,256	\$ 232,273		\$ -		\$ -	5,256	\$ 232,273	4,681	\$ 219,397	-575	\$ (12,876)
Public Health		\$ -	3,488	\$ 69,449	2,080	\$ 55,432	5,568	\$ 124,880	3,950	\$ 257,614	-1,618	\$ 132,734
<b>Totals</b>	<b>19,678</b>	<b>\$ 871,156</b>	<b>8,595</b>	<b>\$ 152,169</b>	<b>2,080</b>	<b>\$ 55,432</b>	<b>30,353</b>	<b>\$ 1,078,757</b>	<b>31,471</b>	<b>\$ 1,547,230</b>	<b>1,118.00</b>	<b>\$ 468,473</b>

The County's annual payment toward the *CalPERS unfunded liability* increased by \$438,730, or 12.74%, as shown below:

Pension Plan Unit	FY 2018/19	FY 2019/20	FY 2020/21	Increase
Miscellaneous	\$2,355,936	\$2,699,077	\$2,959,139	\$260,062
Peace Officers (Probation) - Classic	356,131	433,778	487,825	54,047
Peace Officers (Probation) - PEPRA	1,003	2,164	2,347	183
EMS - 1st tier	218,648	271,355	310,717	39,362
EMS - 2nd tier	4,593	6,864	9,252	2,388
EMS - PEPRA	481	984	1,830	846
Sheriff & PSO - 1st tier	505,431	627,786	722,783	94,997
Sheriff & PSO - 2nd tier	1,469	1,8441	3,192	1,351
Sheriff & PSO - PEPRA	266	601	1,214	613
<b>Total unfunded liability payment</b>	<b>\$3,443,958</b>	<b>\$4,044,450</b>	<b>\$4,498,299</b>	<b>\$453,849</b>
Percentage increase				11.22%

The normal cost portion of the County's contribution to CalPERS also increased. The graph below illustrates a comparison of this year's retirement costs to the fiscal year 2020-21 estimated retirement costs, and includes the normal cost, unfunded payment and annual payment on the County's pension obligation bonds.

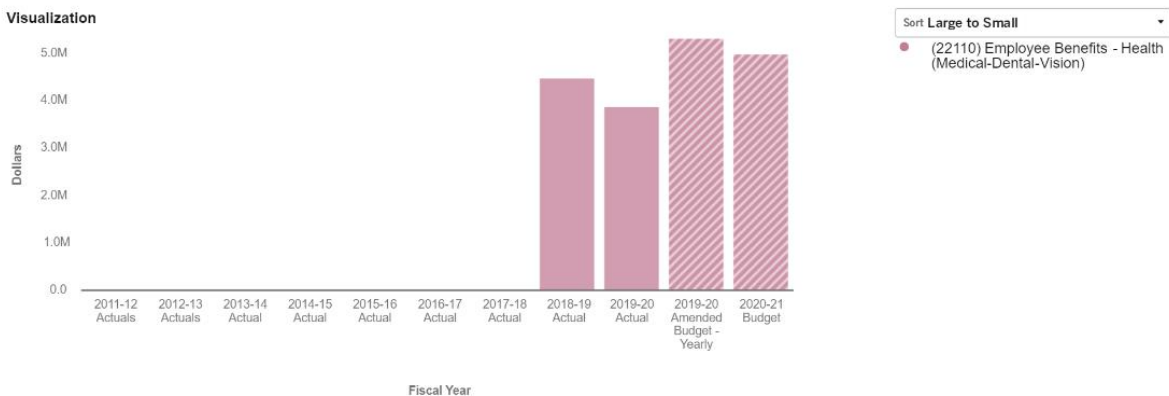
## Retirement Costs



Data filtered by Employee Benefits - PERS (ER Portion), Funds, No Project and exported on May 27, 2020. Created with OpenGov

All County bargaining units have new MOU's that incentivize lower cost *health care plans* and the similar arrangements are proposed for the at-will employee group. Such arrangements are estimated to save the County \$305,191 or 5.7% in FY 2020-21 as illustrated below.

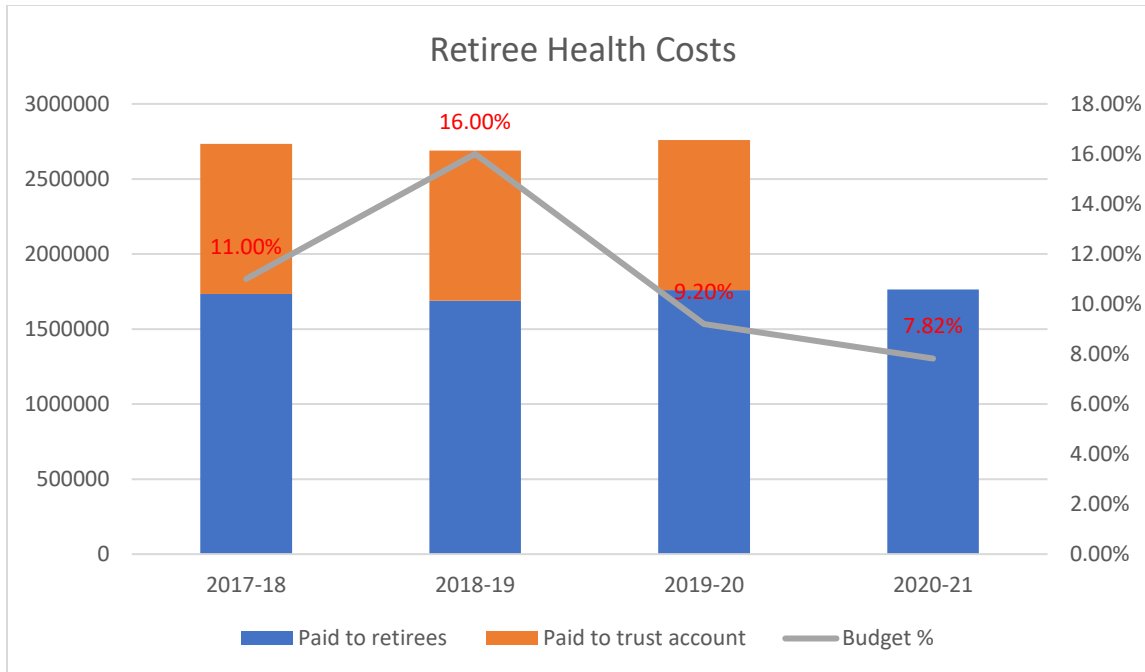
## Health Care Costs



Data filtered by Employee Benefits - Health (Medical-Dental-Vision), Funds, No Project and exported on May 27, 2020. Created with OpenGov

We collect *Retiree health* using a predetermined percentage applied to salary amounts calculated as an aggregate of the minimum “pay-as-you-go” amount projected at \$1,764,000 for FY 2020-21 (amount to pay to retirees) plus the amount to contribute to the County’s retiree trust. The trust account had a balance of \$22.3 million at the end of February 2020 and a recent actuarial valuation indicates this is adequate for now depending on future market gains and losses. Assuming no contribution is made to the trust account, this year’s percentage was set at 7.81%, down from this year’s percentage of 9.2%.





### GF Target Budget Deficit and Net County Cost for FY 2020-21

This year, Finance and the CAO produced a base budget, which for the GF was targeted to produce an overall aggregate net county cost not more than \$2,425,000, inclusive of all GF departments and budget units. This process involved forecasting discretionary revenue reduced by non-departmental spending and the following costs:

- Salaries and benefits - using known filled positions, anticipated pay rates and COLAs, and estimated benefit costs.
- Workers compensation insurance
- General liability insurance
- Technology charges
- Motor pool

The net resulting from this process plus using \$2,425,000 in carryover fund balance is allocated to departments (GF allocation), which departments distributed to their object accounts using their judgment about how best to utilize the resources provided to them.

A comparison of the General Fund base budget proposed for FY 2020-21 compared to the adopted budget for FY 2019-20 is summarized below.

	<b>FY 2019-20 Adopted Budget</b>	<b>FY 2020-21 Proposed Base Budget</b>	<b>Change</b>
Discretionary revenues	\$29,586,951	\$28,989,632	(\$597,319)
Department revenues	6,196,928	5,944,073	(252,855)
Total current resources	35,783,879	34,933,705	(850,174)
Non-departmental costs	(5,563,077)	(3,825,488)	1,737,589
Department salaries and benefits	(24,115,728)	(25,737,205)	(1,621,477)
Other department fixed costs	(3,359,275)	(3,858,936)	(499,661)
Residual allocation to departments	(5,745,799)	(3,935,269)	1,810,530
<b>Budget Deficit</b>	<b>(\$3,000,000)</b>	<b>(\$2,423,193)</b>	<b>\$576,807</b>

The methodology employed to allocate the residual General Fund net resources to Departments is based on averaging unused services and supplies appropriations for the past five years plus 10 percent.

Several items are omitted from the FY 2020-21 proposed based budget, including:

- Contribution to the Road Fund beyond the County’s SB1 required MOE of \$522,033. The Road Fund likely will need a subsidy from the General Fund to remain fiscally solvent primarily because of the significant loss of gas tax revenues offset by increasing salaries and benefit costs. This would be in lieu of Road Fund spending cuts including reductions in personnel.
- Contributions to reserve balances.
- Subsidization of costs to replace heavy equipment because of CARB regulations.
- Contributions to improve the County-wide radio system.
- Contributions to Tourism for the film commission marketing and the CA state fair.
- Contributions to Community Support programs.
- Subsidy to Public Health to preserve existing service levels and personnel staffing.

***If not for COVID-19, could we have structurally balanced this budget?***

On a positive note concerning our ever-constant journey towards a structurally balanced budget, Mono County is moving closer to being able to balance the annual budget without the use of carryover fund balance. The base budget might have been a deficit of \$1,200,000 (reduced from the current year deficit of \$3 million) if not for the loss of net resources totalling \$1,234,000, primarily because of COVID-19 and the closing of the local economy. This gives us hope that in future years Mono County will be successful at proposing and adopting a structurally balanced budget.

### ***Mono County FY 2020-21 Key Budget Dates***

We are looking forward on the calendar at these key dates that are rapidly approaching:

- June 3 – Budget kick-off and training with County Department leaders and fiscal staff
- June 3 through June 19 – Departments will propose their requested budgets
- June 22 through July 17 – CAO and Finance meetings with Departments to review budget requests and adjust
- July 31 – Publish budget workshop materials
- August 10 and 13 – Budget workshop with the Board, Departments, CAO and Finance



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 2, 2020

**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): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time

Who

Approval



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 2, 2020

**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: Acting County Administrative Officer.

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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** June 2, 2020

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employee  
Appointment

**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 EMPLOYMENT. 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: /

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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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### History

Time	Who	Approval
5/29/2020 3:15 PM	County Administrative Office	Yes
5/28/2020 9:45 AM	County Counsel	Yes
5/28/2020 3:45 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 2, 2020

**Departments: CAO**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Bob Lawton, Acting CAO

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

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### AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Public Health Update; (2) Advocacy letter to state representatives regarding backfill of realignment funding for safety net services; (3) Reopening plan--lodging/hospitality and Yosemite Gateway Area Coordination Team advocacy letter; and (4) Update and discussion regarding campgrounds and RV Parks.

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### RECOMMENDED ACTION:

Consider and potentially approve Yosemite Gateway Area Coordination Team advocacy letter. Consider and potentially direct staff and/or an ad hoc committee of the Board to develop a plan for reopening lodging and return to the Board for consideration. Consider and potentially approve letter regarding backfill of realignment funding. Provide any other desired direction to staff.

---

### FISCAL IMPACT:

None.

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**CONTACT NAME:** Bob Lawton

**PHONE/EMAIL:** x5414 / rlawton@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**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/29/2020 3:16 PM	County Administrative Office	Yes
5/29/2020 3:13 PM	County Counsel	Yes
5/28/2020 3:46 PM	Finance	Yes