



# 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 July 7, 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/96485853674>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 964 8585 3674.

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

Dial (669) 900-6833, then enter Webinar ID 964 8585 3674.

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. 2019-2020 Mono County Child Care Council Zip Code Priorities**

Departments: Mono County Child Care Council (MCCCC)

The purpose of the Zip Code Priorities is to identify local funding priority areas for state and federal funds for General Child Care and Development Programs and the State Preschool Program.

**Recommended Action:** Approve the MCCCC 2019-2020 Zip Code Priorities, and authorize Board Chair to sign.

**Fiscal Impact:** None.

**B. Allocation List Amendment - County Counsel**

Departments: Human Resources, County Counsel

Proposed resolution amending the County of Mono List of Allocated Positions to eliminate the position of Deputy County Counsel III in the Office of County Counsel and add the position of Deputy County Counsel III/Assistant County Counsel.

**Recommended Action:** Adopt proposed resolution R20-\_\_\_, Amending the County of Mono List of Allocated Positions to eliminate the position of Deputy County Counsel III in the Office of County Counsel and add the position of Deputy County Counsel III/Assistant County Counsel.

**Fiscal Impact:** There is no fiscal impact associated with this change to the allocation list. Please refer to the regular agenda item approving an employment

agreement with Jason Canger for the fiscal impact related to the change in his position.

**C. Appointment to the Mono County Child Care Council**

Departments: Mono County Child Care Council

Mono County Child Care Council seeks the appointment of Kelly Conboy by the Mono County Board of Supervisors for a two-year term beginning June 18, 2020 and terminating May 17, 2022.

**Recommended Action:** Appoint Kelly Conboy to a two-year term in the category of Discretionary Appointees from June 18, 2020 and terminating May 17, 2022.

**Fiscal Impact:** None.

**D. FY 2019-20 County Audit Engagement Letter**

Departments: Finance

This audit engagement letter between the County of Mono and the audit firm of Price Paige & Company, and subject to an existing contract for services entered into on August 1, 2018, establishes an understanding about the audit services to be performed and the responsibilities of each party.

**Recommended Action:** Approve Chair of the Board of Supervisors signature on the Fiscal Year 2019-2020 audit engagement letter between the County of Mono and the audit firm of Price Paige & Company.

**Fiscal Impact:** The cost of this audit for Fiscal Year 2019-2020 is \$75,293, which is included in the Department's proposed budget for Fiscal Year 2020-2021.

**E. Medi-Cal County Inmate Program**

Departments: Sheriff

Proposed contract #20-10228 with California Department of Health Care Services pertaining to participating in the Medi-Cal County Inmate Program (MCIP) for Fiscal Years (FY) 2020-2021, 2021-2022, and 2022-2023.

**Recommended Action:** Approve County entry into proposed contract number 20-10228 with the California Department of Health Care Services for participation in the Medi-Cal County Inmate Program, total contract amount of \$237.08, and authorize Board Chair Stacy Corless to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** Fees paid for administrative costs and payments associated with this program will be paid with General Fund monies budgeted in Jail Medical Services or the Community Corrections Partnership. The maximum payable amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$75.20 for FY 2020-21.

**F. Resolution Approving the Conditions for Receipt of 2020 Budget Act Funds**

Departments: CAO, Finance

Proposed Resolution of the Mono County Board of Supervisors Approving the Conditions for Receipt of Budget Act 2020 Funds and Authorizing the County Administrative Officer to Sign Associated Certifications.

**Recommended Action:** Adopt proposed resolution R20 - \_\_\_, Approving the Conditions for Receipt of Budget Act 2020 Funds and Authorizing the County Administrative Officer to Sign Associated Certifications.

**Fiscal Impact:** The resolution and corresponding certifications are pre-requisites that ensure Mono County can participate in a share of State allocations intended to make up for the revenue losses from realignment funding and a share of Federal CARES act money provided by the Federal Government to the State of California and shared via the State Budget Act of 2020 with County jurisdictions. Specific amount of the allocations are yet to be determined.

**G. Support Letter for Streamlining HCD Application and Award Process**

Departments: Board of Supervisors

A letter to Assemblymember Tom Daly in support of Assembly Bill 434, which would streamline the Department of Housing and Community Development rental housing programs into a single application and award process, which could result in more affordable housing in California.

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

**Fiscal Impact:** None.

**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. Notice of Intent to Vacate and Surrender Minaret Mall Subleased Premises**

A letter to Daniel Holler, Town Manager of the Town of Mammoth Lakes, providing notice of the County of Mono's intent to vacate and surrender its subleased premises, including the Community Development, Information Technology, and Public Health departments spaces.

**B. Dam Surveillance Cameras Installation for Eastern Operations Dams**

A letter from the Federal Energy Regulatory Commission Office of Energy Projects Division of Dam Safety and Inspections to James A. Burkle, Director of Generation for Southern California Edison in response to a letter from Wayne Allen requesting to install cameras for remote monitoring and surveillance at Saddlebag and Tioga dams, Lundy Dam, and Bishop Intake 2 and Hillside Dam, which are parts of the Lee Vining Creek, Lundy, and Bishop Creek projects.

**C. 2018 4th Independent Consultant's Safety Inspection Report for Tioga Main and Auxiliary Dams**

A letter from the Federal Energy Regulatory Commission Office of Energy Projects Division of Dam Safety and Inspections to James A. Burkle, Director of Generation for Southern California Edison in response to a letter from Wayne Allen that submitted the 4th Independent Consultant's Safety Inspection Report for Tioga Main and Auxiliary Dams, which are part of the Lee Vining Creek Project.

**D. CDFW Notice of Bacterial Outbreak at Hatcheries Temporarily Halting Fish Stocking**

A press release from the California Department of Fish and Wildlife regarding a bacterial outbreak at some of their hatchery facilities. Two of the outbreaks are located at hatcheries that supply the Eastern Sierra with stocked trout.

**7. REGULAR AGENDA - MORNING**

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

Departments: CAO

1 hour

(Bob Lawton, 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) Paring down EOC activities.

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

**Fiscal Impact:** None.

**B. EOC Financial Update**

Departments: Finance

15 minutes (5 minutes presentation; 10 minutes discussion)

(Janet Dutcher) - Update about Emergency Operation Center (EOC) shared financial costs incurred through June 15, 2020 in response to the COVID-19 public health emergency.

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

**Fiscal Impact:** EOC shareable costs incurred through June 15, 2020 total \$235,772 of which Mono County's share is \$117,886. Of this amount obligated by the County, reimbursement of \$88,416 is expected from FEMA and \$14,735 from CalOES, leaving \$14,735 as our local contribution.

**C. Resolution to Allow Expedited Approvals of Temporary Business Operations in Response to COVID-19 Restrictions**

Departments: Community Development

15 minutes

(Bentley Regehr) - In response to restrictions due to COVID-19, Mono County Community Development has created a set of interim procedures to allow businesses to temporarily modify operations without additional permitting. Proposed changes that meet listed criteria would not require a modification to the existing permit or an application for a new permit. Interim changes would be valid through December 31, 2020, unless extended. Requests for permanent modifications would still require a use permit modification, if applicable.

**Recommended Action:** Proposed Resolution R20-\_\_\_, Authorizing the Community Development Director to Allow Businesses to Make Temporary Modifications in Response to COVID-19 Without the Requirement to Obtain a Use Permit or Use Permit Modification.

**Fiscal Impact:** Some minor amount of staff time for which no reimbursement is received from the applicant. Indirectly, some minor amount of increased sales tax as businesses are more likely to maintain pre-COVID capacity.

**D. Recommendations for November 3, 2020 General Election**

Departments: Elections

20 minutes (10 minute presentation; 10 minute discussion)

(Shannon Kendall, Clerk - Recorder - Registrar) - Update on November 3, 2020 General Election - Changes to vote-by-mail and in-person voting requirements due to COVID-19 Pandemic.

**Recommended Action:** Authorize the Mono County Registrar of Voters to follow the requirements and guidelines set forth in Executive Orders N-64-20 and N-67-20 for the November 3, 2020 General Election as detailed in the staff report.

**Fiscal Impact:** Unknown at this time. Expected increase in cost to mail vote-by-mail ballots to all voters but should be offset by new federal Help America Vote Act (HAVA) funding by the CARES Act with a 20% match. Allocation to our county is yet to be determined.

**E. Employment Agreement - Scheereen Dedman, Assistant Clerk-Recorder-Registrar**

Departments: Clerk - Recorder - Registrar

5 minutes

(Shannon Kendall, Clerk - Recorder - Registrar) - Proposed resolution approving a contract with Scheereen Dedman as Assistant County Clerk - Recorder - Registrar, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce fiscal impact. Approve the Employment Agreement of Scheereen Dedman as Assistant Clerk /Recorder/Registrar of Voters for a term of three years from July 6, 2020 to July 5, 2023.

**Fiscal Impact:** The cost for this position for the remainder of FY 2020-2021 is approximately \$138,497 of which \$86,776 is salary and \$51,721 is the cost of the benefits.

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

Departments: Human Resources

5 minutes

(Dave Butters, Human Resources Director; Bob Lawton, 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:** Total cost for the remainder of fiscal year (2020-2021) will be \$213,697 of which \$127,892 is annual salary, \$80,643 is the cost of benefits, and \$5,133 is a onetime cost for vacation buy down.

**G. Employment Agreement - Jason Canger, Deputy County Counsel**

Departments: County Counsel

5 minutes

(Stacey Simon) - Proposed resolution approving a contract with Jason Canger as Deputy County Counsel III, (through September 30, 2020) and as Assistant County Counsel (commencing October 1, 2020, and for the remainder of the contract term), and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Adopt Resolution R20-\_\_\_\_, approving a contract with Jason Canger as Deputy County Counsel III/Assistant County Counsel 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 fiscal impact associated with this item for fiscal year 2020-21 is \$194,710. Of that amount, \$125,310 is salary, \$36,727 is the cost of benefits and \$32,673 is the cost of the County's contribution to PERS. These amounts are proposed for inclusion in the FY 2020-21 budget.

**H. Vacation Hour Buyback for At-Will Employees Related to Implementing 400-Hour Accrual Cap**

Departments: CAO, Human Resources

5 minutes

(Dave Butters) - Proposed resolution approving contract amendments with David Anderson, Joe Blanchard, John Estridge, Garrett Higerd, Christian Milovich and Louis Molina to implement a one-time cash-out of vacation hours in excess of 320.

**Recommended Action:** Announce Fiscal Impact. Adopt Resolution #R20-\_\_\_\_, approving contract amendments with David Anderson, Joe Blanchard, John Estridge, Garrett Higerd, Christian Milovich and Louis Molina to implement a one-time cash-out of vacation hours in excess of 320. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** There is a one-time cost of \$16,953 in FY 2019-20. Budget for this item is taken from FY 2019-20.

**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 - 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. Facts and circumstances: Claim for additional payment for change orders during construction of Mammoth Civic Center by Roebbelen Contracting.

**B. 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.

**C. 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.

**D. Closed Session - Public Employment**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. 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. Workshop on Development of Industrial Hemp Regulations**

Departments: Community Development Department

1 hour

(April Sall) - Presentation regarding the development of regulations for an industrial hemp program in Mono County.

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

**Fiscal Impact:** None.

**B. 2021 5-Year Road Capital Improvement and Senate Bill 1 Road Maintenance and Rehabilitation Account Project List**

Departments: Public Works

30 minutes

(Garrett Higerd) - The 5-Year Road Capital Improvement Program is used to program and prioritize road projects. It is updated annually as projects are programmed and delivered, funding sources and estimates change, and pavement management data is collected. The accompanying resolution and project list is required to be adopted annually in order for the County to be eligible for Senate Bill 1: Road Maintenance and Rehabilitation Account funding.

**Recommended Action:** Approve and adopt Resolution R20-\_\_\_, adopting a list of projects for Fiscal Year 2020-2021 to be funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

**Fiscal Impact:** The Road Maintenance and Rehabilitation Account revenue to the County for Fiscal Year 2020-2021 is estimated at \$1,719,770. The list of projects presented in the attached 5-Year Road Capital Improvement Program is proposed for inclusion in the upcoming budget process/cycle.

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** July 7, 2020

**Departments: Mono County Child Care Council (MCCCC)**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** 2019-2020 Mono County Child Care  
Council Zip Code Priorities

**AGENDA DESCRIPTION:**

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

The purpose of the Zip Code Priorities is to identify local funding priority areas for state and federal funds for General Child Care and Development Programs and the State Preschool Program.

**RECOMMENDED ACTION:**

Approve the MCCCC 2019-2020 Zip Code Priorities, and authorize Board Chair to sign.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Courtney Powell, MCCCC Program Coordinator

**PHONE/EMAIL:** (760)934-0031 ext. 136 / cpowell@monocoe.org

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">Packet</a>

**History**

Time	Who	Approval
7/2/2020 1:08 PM	County Administrative Office	Yes
6/24/2020 11:37 AM	County Counsel	Yes

7/1/2020 5:30 AM

Finance

Yes



To: Honorable Board of Supervisors

From: Courtney Powell, MCCCC Coordinator

Date: June 11, 2020

Subject

Mono County Child Care Council (MCCCC) 2019-2020 Zip Code Priorities.

Recommendation

To review and sign MCCCC 2019-2020 Zip Code Priorities.

Discussion

On behalf of the Mono County Child Care Council (MCCCC) I, Courtney Powell, Local Planning Council Coordinator, wish to present to you the 2019-2020 Zip Code Priorities. The purpose of the Zip Code Priorities is to identify local funding priority areas for state and federal funds for General Child Care and Development Programs and the State Preschool Program. Attached with this letter you will find the Local Planning Council Approved Zip Code Priorities. This document only requires a Board approval and presentation when there is a big change. There was no big change in the priorities set. However, the council and myself felt it was best to provide the Mono County Board of Supervisors with a quick presentation of 2019-2020 priorities and seek your approval. On Thursday, April 16, 2020 the Mono County Child Care Council made a motion to approve the Zip Code Priorities and for the Coordinator present the priorities to the Board.

Courtney Powell  
MCOE Program Coordinator  
760-934-0031 Ext. 136

Stacey Adler  
MCOE Superintendent of Schools  
760-934-0031 ext. 101

## **Local Planning Council Priority Setting Process for State Child Care and Preschool Funds (Approved 10-13-14)**

### **History**

In 1998, AB 1857-Escutia amended the Education Code, Section 8499.5, to include specific expanded mandates for Local Child Care Planning Councils (LPCs) (8499.5 (a) through (e)). One of these was an expansion of the existing LPC mandate to identify local priorities for the distribution of new state child care and development and preschool funding. The Education Code language specifies how LPCs are to conduct their work in order to identify priorities which will ensure that all the child care and preschool needs of the county are met to the greatest extent possible. The priorities are to be submitted annually to the California Department of Education and used by the Department to determine funding decisions.

### **The Priority Setting Process**

Local Planning Councils develop priorities for funding using:

- Census zip code data and American Community Survey data as a baseline to estimate the number of children eligible for State Funded Services (and Head Start). Other pertinent local data, such as county growth factors, planning department data, or school district growth data, is then applied to achieve the most accurate estimate.
- CDE and other available zip code level data to determine the number and percent of eligible children served/not served by State or Federally Funded Services
- California Academic Performance Index, Smarter Balanced Assessment, or other School Performance Data or Child Outcome Data

The data is then analyzed using the Priority 1, 2, and 3 number and percentage thresholds and methodology, described in Attachment 1, to assign county zip codes to Priority 1, 2, or 3 designation.

These priorities are first reviewed and approved by the members of the Local Planning Council for each county, which is made up of parent consumers of child care, child care and preschool providers, public agency representatives and community agency representatives, who have been appointed by the County Board of Supervisors and the County Superintendent of Schools. The priorities are next made available for public review and finally reviewed and approved by the County Board of Supervisors at public hearing as prescribed in State regulations.

## CSPP Full and Part-Day Priorities

### **1. Counties with over 5 million residents** (Los Angeles County):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 50% or more eligible children underserved AND there are more than 1500 children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 50% or more of eligible children underserved AND there are more than 750 children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 50% or more of eligible children underserved AND there are more than 500 children underserved.

Option 2: All other zip codes in the County.

Option 3: No other zip codes in the County.

### **2. Counties with over 1 million residents** (Orange, San Diego, Riverside, San Bernardino, Santa Clara, Alameda, Sacramento and Contra Costa Counties):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 40% or more eligible children underserved AND there are more than 300 children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 40% or more of eligible children underserved AND there are more than 200 children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 25% or more of eligible children underserved AND there are more than 100 children underserved.

Option 2: All other zip codes in the County.

Option 3: No other zip codes in the County.

### **3. Counties with over 200,000 residents** (Fresno County, Ventura County, Kern County, San Francisco County, San Mateo County, San Joaquin County, Stanislaus County, Sonoma County, Tulare County, Solano County, Monterey County, Santa Barbara County, Placer County, San Luis Obispo County, Santa Cruz County, Marin County, Merced County, Butte County):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 40% or more eligible children underserved AND there are more than 150 children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 25% or more of eligible children underserved AND there are more than 75 children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 25% or more of eligible children underserved AND there are more than 50 children underserved.

Option 2: All other zip codes in the County.

Option 3 No other zip codes in the County.

### **4. Counties with under 200,000 residents** (Yolo County, Shasta County, El Dorado County, Imperial County, Kings County, Madera County, Napa County, Humboldt County, Nevada County, Sutter County, Mendocino County, Yuba County, Lake County, Tehama County):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 50% or more eligible children underserved AND there are more than 24 children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 35% or more of eligible children underserved AND there are more than 10 children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 20% or more of eligible children underserved AND there are more than 10 children underserved.

Option 2: All other zip codes in the County.

Option 3: No other zip codes in the County.

### **5. Counties with under 60,000 residents** (Tuolumne County, San Benito County, Calaveras County, Siskiyou County, Amador County, Lassen County, Del Norte County, Glenn County, Colusa County, Plumas County, Mariposa County, Inyo County, Trinity County, Mono County, Modoc County, Sierra County, Alpine County):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 50% or more eligible children underserved AND there are more than 10 children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 35% or more of eligible children underserved AND there are more than 10 children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 20% or more of eligible children underserved AND there are more than 10 children underserved.

Option 2: All other zip codes in the County.

Option 3: No other zip codes in the County.

# CCTR Priorities for Full-Day Infant Toddler Services

## **1. Counties with over 5 million residents** (Los Angeles County):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 50% or more eligible children underserved AND there are more than 1500 eligible children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 50% or more of eligible children underserved AND there are more than 750 eligible children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 50% or more of eligible children underserved AND there are more than 500 eligible children underserved.

Option 2: All other zip codes in the County.

Option 3: No other zip codes in the County.

## **2. Counties with over 1 million residents** (Orange, San Diego, Riverside, San Bernardino, Santa Clara, Alameda, Sacramento and Contra Costa Counties):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 40% or more eligible children underserved AND there are more than 300 eligible children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 40% or more of eligible children underserved AND there are more than 200 eligible children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 25% or more of eligible children underserved AND there are more than 100 eligible children underserved.

Option 2: All other zip codes in the County.

Option 3: No other zip codes in the County.

## **3. Counties with over 200,000 residents** (Fresno County, Ventura County, Kern County, San Francisco County, San Mateo County, San Joaquin County, Stanislaus County, Sonoma County, Tulare County, Solano County, Monterey County, Santa Barbara County, Placer County, San Luis Obispo County, Santa Cruz County, Marin County, Merced County, Butte County):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 40% or more eligible children underserved AND there are more than 150 eligible children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 25% or more of eligible children underserved AND there are more than 75 eligible children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 25% or more of eligible children underserved AND there are more than 50 eligible children underserved.

Option 2: All other zip codes in the County.

Option 3: No other zip codes in the County.

## **4. Counties with under 200,000 residents** (Yolo County, Shasta County, El Dorado County, Imperial County, Kings County, Madera County, Napa County, Humboldt County, Nevada County, Sutter County, Mendocino County, Yuba County, Lake County, Tehama County):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 50% or more eligible children underserved AND there are more than 24 eligible children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 35% or more of eligible children underserved AND there are more than 10 eligible children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 20% or more of eligible children underserved AND there are more than 10 eligible children underserved.

Option 2: All other zip codes in the County.

Option 3: No other zip codes in the County.

## **5. Counties with under 60,000 residents** (Tuolumne County, San Benito County, Calaveras County, Siskiyou County, Amador County, Lassen County, Del Norte County, Glenn County, Colusa County, Plumas County, Mariposa County, Inyo County, Trinity County, Mono County, Modoc County, Sierra County, Alpine County):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 50% or more eligible children underserved AND there are more than 10 eligible children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 35% or more of eligible children underserved AND there are more than 10 eligible children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 20% or more of eligible children underserved AND there are more than 10 eligible children underserved.

Option 2: All other zip codes in the County.

Option 3: No other zip codes in the County.



## CCTR Priorities for Full-Year School-Aged Child Development Services

Afterschool Safety and Education Services (ASES) and Twenty-first Century funding allocated to Counties should be included in calculation of supply, even though these programs do not offer year round child care services.

### **1. Counties with over 5 million residents** (Los Angeles County):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 50% or more eligible children underserved AND there are more than 1500 eligible children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 50% or more of eligible children underserved AND there are more than 750 eligible children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 50% or more of eligible children underserved AND there are more than 500 eligible children underserved.  
Option 2: All other zip codes in the County.  
Option 3: No other zip codes in the County.

### **2. Counties with over 1 million residents** (Orange, San Diego, Riverside, San Bernardino, Santa Clara, Alameda, Sacramento and Contra Costa Counties):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 40% or more eligible children underserved AND there are more than 500 eligible children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 40% or more of eligible children underserved AND there are more than 200 eligible children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 25% or more of eligible children underserved AND there are more than 100 eligible children underserved.  
Option 2: All other zip codes in the County.  
Option 3: No other zip codes in the County.

### **3. Counties with over 200,000 residents** (Fresno County, Ventura County, Kern County, San Francisco County, San Mateo County, San Joaquin County, Stanislaus County, Sonoma County, Tulare County, Solano County, Monterey County, Santa Barbara County, Placer County, San Luis Obispo County, Santa Cruz County, Marin County, Merced County, Butte County):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 40% or more eligible children underserved AND there are more than 200 eligible children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 25% or more of eligible children underserved AND there are more than 100 eligible children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 25% or more of eligible children underserved AND there are more than 50 eligible children underserved.  
Option 2: All other zip codes in the County.  
Option 3: No other zip codes in the County.

### **4. Counties with under 200,000 residents** (Yolo County, Shasta County, El Dorado County, Imperial County, Kings County, Madera County, Napa County, Humboldt County, Nevada County, Sutter County, Mendocino County, Yuba County, Lake County, Tehama County):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 50% or more eligible children underserved AND there are more than 24 eligible children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 35% or more of eligible children underserved AND there are more than 10 eligible children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 20% or more of eligible children underserved AND there are more than 10 eligible children underserved.  
Option 2: All other zip codes in the County.  
Option 3: No other zip codes in the County.

### **5. Counties with under 60,000 residents** (Tuolumne County, San Benito County, Calaveras County, Siskiyou County, Amador County, Lassen County, Del Norte County, Glenn County, Colusa County, Plumas County, Mariposa County, Inyo County, Trinity County, Mono County, Modoc County, Sierra County, Alpine County):

**Priority 1:** A zip code qualifies as Priority 1 when: there are 50% or more eligible children underserved AND there are more than 10 eligible children underserved.

**Priority 2:** A zip code qualifies as Priority 2 when: there are 35% or more of eligible children underserved AND there are more than 10 eligible children underserved.

**Priority 3:** Option 1: A zip code qualifies as Priority 3 when: there are 20% or more of eligible children underserved AND there are more than 10 eligible children underserved.  
Option 2: All other zip codes in the County.  
Option 3: No other zip codes in the County.

## Mono County Zip Code Priorities 2019-20

Data based on Calculations from First 5 Mono, 5 year Kindergarten and TK average (2014-2018)

Zip Code Priorities for Infant Toddler Full-Day Care (CCTR)						
Zip Code	# of I/T children	# of I/T eligible	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
93512 Benton	7	5	0	5	100%	3
93514 Swall/Par/Chal	0	0	0	0	100%	3
93517 Bridgeport	13	10	0	10	100%	1
93529 June Lake	14	11	0	11	100%	1
93541 Lee Vining	13	10	0	10	100%	1
93546 Mammoth	255	195	0	195	100%	1
96107 Coleville	29	22	0	22	100%	1
96133 Walker	28	21	0	21	100%	1

Zip Code Priorities for Ca State Preschool (CSPP) Full & Part-Day						
Zip Code	# of (3,4,5 yo) children	# of (3-4 & 4-5) eligible	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
93512 Benton	6	5	10	-5	0%	3
93514 Swall/Par/Chal	0	0	0	0	0%	3
93517 Bridgeport	10	8	12	8	100%	3
93529 June Lake	11	8	0	8	100%	3
93541 Lee Vining	11	8	15	-7	0%	3
93546 Mammoth	204	153	37	116	76%	1
96107 Coleville	19	14	16	-2	0%	3
96133 Walker	19	14	0	14	100%	1

Zip Code Priorities for School-Aged Care (CCTR)						
Zip Code	# of school age children	# of school age eligible	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
93512 Benton	24	18	0	18	100%	1
93514 Swall/Par/Chal	0	0	0	0	0%	3
93517 Bridgeport	40	30	0	30	100%	1
93529 June Lake	44	33	0	33	100%	1
93541 Lee Vining	44	33	60	-27	0%	3
93546 Mammoth	816	612	30	582	95%	1
96107 Coleville	76	57	64	-7	0%	3
96133 Walker	76	57	64	-7	0%	3

### Notes:

Calculations based on First 5 Mono, 5 year Kindergarten and TK average (2014-2018). This average is multiplied by the number of years included in the age range. For infants and toddlers, the number is multiplied by 2.5 to account for 6 mon.- 2 years old, assuming parental leave will allow children birth-6 months to be cared for by a parent. For preschool the calculation is based on the 5 year kindergarten average multiplied by 2 to account for the 2 year age cohorts, 3-4 year old's and 4-5 year old's. For school age the calculation is based on the 5 year kindergarten average multiplied by 8 to account for children 5-12 years old.

Number of eligible children was determined by multiplying the number of children by .75, .75 was determined by 75% of State median income

Number of subsidized slots was determined by the number each CSPP program is licensed for

To determine the number of eligible underserved children we subtracted the number of available slots from the number of eligible children.

Chalfant is reflected in Benton's numbers. Swall and Paradise receive services in Inyo County. Even if we counted these zip codes, their numbers would be less than 10.

To determine the % of eligible under served children divide number eligible underserved children by the number of eligible children.

Additional information: To determine the % of children served divide the number of subsidized slots by the number of eligible children.

## Mono County Childcare Needs 2019

	Preschool Age				Infant and Toddler Age			Birth to 5 total	
	1. Total slots needed	2. Existing slots	3. Number of slots needed to fill the need	4. Number of needed slots eligible for State Preschool <70% of state median income	5. Total slots needed	6. Existing slots	7. Number of slots needed to fill the need	8. Slots needed to fill the need	9. Number of needed slots CDBG eligible <80% of county median income
Mammoth Area	204	99	105	74	204	78	126	231	185
Lee Vining/June Lake	22	13	9	6	22	6	16	25	20
Benton, Hamil, & Chalfant	6	10	0	0	6	0	6	6	5
Bridgeport	10	15	0	0	10	0	10	10	8
Coleville/ Walker	38	30	8	6	38	11	27	35	28
<b>County Total</b>	<b>280</b>	<b>167</b>	<b>122</b>	<b>85</b>	<b>280</b>	<b>95</b>	<b>185</b>	<b>307</b>	<b>246</b>

1. Determined by the 5 Year Kinder and transitional Kindergarten average 2014-2018 multiplied by 2, to account for all 3 & 4 year olds. Assuming the need for age specific care for all 3 & 4 year olds.

2. Based on the number of preschool slots in licensed and licence exempt sites.

3. The difference between the existing slots and the number needed for all 3 & 4 year olds to have a preschool slot.

4. The number of slots needed to fill the need multiplied by 70%, the state median income threshold to qualify for State Preschool >\$63,083 for a family of 4

5. Determined by the 5 Year Kinder and transitional Kindergarten average 2014-2018 multiplied by 2.5 and divided by 80%, to account for all 6 month-1 year olds and 1 and 2 year olds with a parent in the workforce (80%, as per the California Childcare Portfolio). Assuming the need for care is for children 6 months and older with all parents in the workforce.

6. Based on the number of infant and toddler slots in licensed and licence exempt sites.

7. The difference between the existing slots and the number needed for 80% of 6 moth to 2 year olds to have a childcare slot.

8. Combination of the remaining needed preschool and infant and toddler slots, same assumptions as for numbers 1 & 5.

9. The number of slots needed to full the need multiplied by 80%, the County median income thrshold to qualify for CDBG >\$62,000 for a family of 4

Data compiled by



## Municipal Support of Child Care, Breckenridge Example

*Since 2007, the Town of Breckenridge has provided over \$6.5 million to the Tuition Assistance Program to support local families and workforce. Breckenridge recognized that without access to affordable, quality early childhood care and education, parents could not be part of the vital workforce and contribute to the community character the Town desired.— 2016 Child Care Needs Assessment (Tuition Assistance totals through December 2017)*

In 2007 the Council authorized its first formal Needs Assessment. Then working together the Council Housing and Child Care Committee and the stakeholder taskforce created a roadmap for a public-private partnership that would increase capacity, strengthen the financial position of our schools and assure working families had access to quality affordable child care. To increase capacity and meet the need indicated by the burgeoning waitlists one of the first actions for the Council committee was to identify a parcel of Town owned land & commence planning for a new school to provide slots for children who were not able to find space in our existing network. We broke ground in the fall of 2007 and conducted RFP process to bring in a qualified operator to run this new school which created 65 new slots and is now known as Timberline Learning Center. To address the financial challenges our non profit schools had with low tuitions and low salaries we paid off the debts/ mortgages at our partner schools. This enabled them to stabilize their budgets and put those dollars that had been going to their mortgages into a capital reserve fund to insure the schools would have the means to maintain their buildings without having to fundraise for new roofs, hvac systems or other large capital expenses. To address salaries and tuition we created a Tuition Assistance & Salary Supplement Program. This gave an immediate infusion to the schools to raise wages approximately 30% up to \$13.00/hour (2007) with the direction to also raise tuition rates over the next 5 year to cover the true cost of care in order to support those higher more competitive salaries. In order to assure families could still afford the rising tuition cost we created a Tuition Assistance program for local working families who are cost burdened by their monthly child care bill. This needs based cost sharing program provides relief to families who live and/or work in the Upper Blue and are paying more than 13 – 16% of their gross income on childcare. Our program provides tuition assistance covering the gap between what a family can afford and the full daily tuition rate. (Child Care Initiative 2017-18 Annual Report, page 4)

<https://www.townofbreckenridge.com/home/showdocument?id=16630>

(Childcare Needs Assessment, Town of Breckenridge 2016)

<https://www.townofbreckenridge.com/home/showdocument?id=11462>

Data compiled by



## Local Planning Council (LPC) County Priorities Report Form

**Due Date: May 30 of contract year**

Please complete all information as requested below.

County Name:

LPC Coordinator Name and Telephone Number:

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The LPC hereby certifies that the priorities as indicated below have been prepared and reviewed in accordance with California *Education Code (EC)* Section 8499.5 (a) through (d) and *EC* Section 8279.3 requirements. Please check off all boxes that apply.

The priorities submitted to EESD are still valid, no change is needed, and all three spreadsheet(s) are attached for CCTR-Infant Toddler, CCTR School-Aged, and CSPP (Full-Day and Part-Day).

The priorities have been revised for the previous year, and all three spreadsheet(s) are attached for CCTR-Infant Toddler, CCTR School-Aged, and CSPP (Full-Day and Part-Day).

The LPC used Option 1 to establish Priority 3.

The LPC used Option 2 to establish Priority 3.

The LPC used Option 3 for Priority 3.

### SIGNATURES\*

County Board of Supervisors Representative	Telephone Number	Date
County Superintendent of Schools Representative	Telephone Number	Date
Local Child Care Planning Council Chairperson	Telephone Number	Date

**\*Instructions for Signatures:** If the priorities previously submitted are still valid, only the LPC Chairperson signature is required. If revised priorities are being submitted, it is a local decision whether the changes are significant enough to require approval by the authorized representatives of the County Board of Supervisors and the County Superintendent of Schools, or whether they may be approved solely by the LPC Chairperson.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**Departments: Human Resources, County Counsel**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Allocation List Amendment - County  
Counsel

**AGENDA DESCRIPTION:**

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

Proposed resolution amending the County of Mono List of Allocated Positions to eliminate the position of Deputy County Counsel III in the Office of County Counsel and add the position of Deputy County Counsel III/Assistant County Counsel.

**RECOMMENDED ACTION:**

Adopt proposed resolution R20-\_\_\_, Amending the County of Mono List of Allocated Positions to eliminate the position of Deputy County Counsel III in the Office of County Counsel and add the position of Deputy County Counsel III/Assistant County Counsel.

**FISCAL IMPACT:**

There is no fiscal impact associated with this change to the allocation list. Please refer to the regular agenda item approving an employment agreement with Jason Canger for the fiscal impact related to the change in his position.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-648-3270 / ssimon@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 -- Allocation List</a>

History

Time

Who

Approval

7/2/2020 1:09 PM	County Administrative Office	Yes
6/24/2020 12:16 PM	County Counsel	Yes
7/1/2020 5:41 AM	Finance	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsels**  
Christian E. Milovich  
Anne L. Frievalt

**Deputy County Counsel**  
Jason Canger

OFFICE OF THE  
COUNTY COUNSEL

Mono County  
South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Paralegal**  
Jenny Lucas

To: Board of Supervisors  
From: Stacey Simon  
Date: July 7, 2020  
Re: Resolution to amend Allocation List

Recommended Action

Adopt proposed resolution authorizing the County Administrative Officer to amend the County list of allocated positions to add one Deputy County Counsel III/Assistant County Counsel position and to delete one Deputy County Counsel III position in the Department of County Counsel.

Strategic Plan Focus Area(s) Met

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

Discussion

On the Board's regular agenda today is an employment agreement for Jason Canger. The term of the proposed agreement is July 7, 2020 through July 6, 2023. However, in October of 2020, Mr. Canger becomes eligible for promotion to Assistant County Counsel. Accordingly, the allocation list requires amendment to accommodate that change.

If you have any questions on this matter prior to your meeting, please call me at 924-1704.





**RESOLUTION NO. R20-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER  
TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS  
TO ADD ONE DEPUTY COUNTY COUNSEL III/ASSISTANT COUNTY COUNSEL  
POSITION AND DELETE ONE COUNTY COUNSEL III POSITION  
IN THE DEPARTMENT OF COUNTY COUNSEL**

**WHEREAS**, the County of Mono maintains a list, of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

**WHEREAS**, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

**WHEREAS**, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of job classifications on the Allocation List; and

**WHEREAS**, it is currently necessary to amend the Allocation List as part of maintaining proper accountability for hiring employees to perform public services;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** as follows:

The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Increase the allocation of a full-time permanent Deputy County Counsel III/Assistant County Counsel positions in the Department of County Counsel by one (new total of one) (salary of \$9790 per month (Deputy) and \$10,660 per month (Assistant)).

Decrease the allocation of full-time permanent Deputy County Counsel III in the Department of County Counsel by one (new total of zero) (salary of \$9790 per month).

**PASSED AND ADOPTED** this 7th day of July 2020, by the following vote:

AYES :

NOES :

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ABSTAIN :

ABSENT :

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

\_\_\_\_\_  
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** July 7, 2020

**Departments: Mono County Child Care Council**

**TIME REQUIRED**

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

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Mono County Child Care Council seeks the appointment of Kelly Conboy by the Mono County Board of Supervisors for a two-year term beginning June 18, 2020 and terminating May 17, 2022.

**RECOMMENDED ACTION:**

Appoint Kelly Conboy to a two-year term in the category of Discretionary Appointees from June 18, 2020 and terminating May 17, 2022.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Courtney Powell, Mono County Child Care Council Program Coordinator

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Application</a>
<a href="#">Members List</a>

**History**

Time	Who	Approval
7/2/2020 1:09 PM	County Administrative Office	Yes

6/24/2020 11:37 AM

County Counsel

Yes

7/1/2020 5:42 AM

Finance

Yes

## Mono County Child Care Council



www.monocccc.org

451 Sierra Park Rd.

P.O. Box 130

Mammoth Lakes, CA 93546

**Date:** June 22, 2020

**To:** Honorable Board of Supervisors

**From:** Courtney Powell, Mono County Child Care Council Coordinator

**Subject:** Appointment of Kelly Conboy to serve as members of the Mono County Child Care Council

### **Recommendation:**

- Appointment of Kelly Conboy, Director for Community Connections for Children for Inyo Mono Advocates for Community Action (IMACA), to serve as a member of the Mono County Child Care Council for a two-year term beginning 6/18/2020 and ending 05/17/2022. She will be filling the membership category of "Discretionary Appointees."

### **Discussion:**

Pursuant to statutes, Education Code, sections 8499.3 and 8499.5, both county boards of supervisors (CBS) and county superintendents of schools (CSS) are mandated to be involved in the local child care planning process.

Specifically, the CBS and CSS are directed to: 1) appoint members to the MCCCC according to the guidelines prescribed in the statute; 2) publicize their intention and invite local organizations to submit nominations before selecting the members; 3) establish the terms of appointments for the members of the MCCCC; 4) approve the priorities that are developed by the LPC for submission to the California Department of Education (CDE), for new state and federal child care funding for the county; 5) approve the needs assessment developed by the LPC for submission to the CDE; 6) designate two persons, one selected by the CBS and one selected by the CDE or one person selected by both appointing agencies, to serve as a part of the team that reviews and scores contract child care service applications submitted to the CDE.

### **Fiscal Impact:**

None

### **Attachments:**

1. Kelly Conboy's Member Application
2. Current 2019-2020 Membership Roster
3. MCCCC Membership Requirement Flyer



# Mono County Child Care Council Membership Application

*Our Mission is to promote the availability of safe, affordable, high quality child care services throughout Mono County.*

- Please add my name to your mailing list so I can receive meeting agendas.
- I will commit myself to regular participation on the Planning Council, and wish to be considered an **alternate** (non-voting member). \*
- I will fully commit myself to participation on the Planning Council. I wish to be considered a **voting member**. \*

**\* Please attach a letter of intent with a brief background statement (Please include information pertaining to the membership category you are applying for. For example, if you are applying to represent a public agency, provide information about how your knowledge of the agency you represent would benefit the Council and out goals.).**

## Membership Category

- Consumer of child care (parent with children in child care)
- Provider of child care (family child care or center-based staff/director)
- Public agency representative
- Community representative

Name: <u>Kelly Conboy</u>
Mailing Address: <u>PO Box 8571, Mammoth Lakes, CA 93546</u>
Email Address: <u>kconboy@imaca.net</u>
Work Phone: <u>760.934.3343</u> Home Phone: <u>425.894.5078</u> (cell)

**Please return your membership application to:**

Mono County Child Care Council – MCOE Courtney Powell; PO Box 130; Mammoth Lakes, CA 93546 Phone: (760) 934-0031

Email: [cpowell@monocoe.org](mailto:cpowell@monocoe.org)



## People Helping People

**Administration  
Personnel  
Community  
Services  
Housing**

137 E. South St.  
P.O. Box 845  
Bishop, CA  
93515  
(760) 873-8557  
Fx (760) 873-8182  
e-mail:  
[info@imaca.net](mailto:info@imaca.net)

**Community  
Connection  
for Children**

625 Old Mammoth  
Rd.  
P.O. Box 8571  
Mammoth Lakes,  
CA 93546  
(760) 934-3343  
Fx (760) 934-2075  
e-mail:  
[ccc@imaca.net](mailto:ccc@imaca.net)

**Child  
Development  
&  
Family  
Services**

**Head Start/State  
Preschool  
Administration  
Office**  
180 E. Clarke St.  
Bishop, CA  
93514  
(760) 873-3021  
Fx (760) 872-5570

**Glass  
Mountain  
Apartments**

25 Mountain Blvd.  
Mammoth Lakes,  
CA 93546  
(760) 924-3888

**Valley  
Apartments**

156 E. Clarke St.  
Bishop, CA  
93514  
(760) 873-8557

IMACA is a Non-  
Profit,  
Tax-Exempt  
Organization  
under Section  
501(c)(3), Internal  
Revenue Code.

June 3, 2020

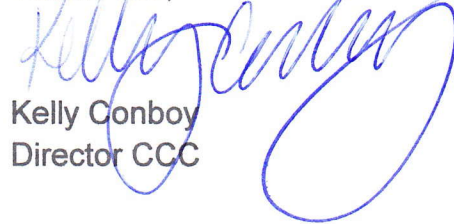
Mono County Child Care Council – MCOE  
PO Box 130  
Mammoth Lakes, CA 93546

Dear Mono County Child Care Council,

I am pleased to write this letter of interest for the open position on the Planning Council. I feel I would fit the Public Agency Representative. I have the professional and educational experience for the Public Agency Representative as I am the Director for Community Connection for Children for IMACA.

If given this opportunity to sit on the Planning Council I hope to bring lot of energy and a strong knowledge from Public Agency Representation, while working with all members of the council.

Thank You,



Kelly Conboy  
Director CCC

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

**Mono County Child Care Council**







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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** FY 2019-20 County Audit  
Engagement Letter

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

This audit engagement letter between the County of Mono and the audit firm of Price Paige & Company, and subject to an existing contract for services entered into on August 1, 2018, establishes an understanding about the audit services to be performed and the responsibilities of each party.

**RECOMMENDED ACTION:**

Approve Chair of the Board of Supervisors signature on the Fiscal Year 2019-2020 audit engagement letter between the County of Mono and the audit firm of Price Paige & Company.

**FISCAL IMPACT:**

The cost of this audit for Fiscal Year 2019-2020 is \$75,293, which is included in the Department's proposed budget for Fiscal Year 2020-2021.

**CONTACT NAME:** Janet Dutcher

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Mono County Audit Engagement Letter - FY 2019-2020</a>

History

Time

Who

Approval

7/2/2020 1:11 PM	County Administrative Office	Yes
6/24/2020 11:42 AM	County Counsel	Yes
7/1/2020 5:39 AM	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

To: Board of Directors

From: Janet Dutcher, Finance Director

Date: July 7, 2020

Re: FY 2019-20 audit engagement letter

## **Recommendation:**

Approve Chair of the Board of Supervisors signature on the Fiscal Year 2019-2020 audit engagement letter between the County of Mono and the audit firm of Price Paige & Company.

## **Discussion:**

The purpose of this audit engagement letter is to make clear our professional relationship with the independent audit firm of Price Paige & Company. It sets forth the County's responsibilities and the auditor responsibilities concerning the conduct of the audit engagement.

The audit engagement covers the following:

- Purpose of the audit engagement
- Scope of the audit engagement
- Standards the audit firm will use to conduct the engagement
- What the audit firm will do and will not do
- Instructions to the County and what the County's responsibilities are
- What facts the audit firm are relying upon
- Billing rates and fees

Auditing standards recommend the audit firm address the engagement letter to both management and those charged with governance, which is the County Board of Supervisors. This result is because (1) auditing standards require the auditor, for each audit engagement, obtain management's agreement that we acknowledge and understand our financial responsibilities and also (2) communicates the auditor's responsibilities concerning the conduct of the audit with those charged with governance of the County.

This engagement letter serves both purposes and our signatures signify we understand our fiscal and compliance responsibilities concerning the auditor's work and we acknowledge the auditor's responsibility for conducting the engagement and the planned scope and timing of the audit.

**Fiscal Impact:**

The cost of this audit for Fiscal Year 2019-2020 is \$75,293, which is included in the Department's proposed budget for Fiscal Year 2020-2021.



June 18, 2020

Janet Dutcher, Finance Director  
Stacy Corless, Board Chair  
County of Mono  
25 Bryant Street  
P.O. Box 556  
Bridgeport, CA 93517

We are pleased to confirm our understanding of the services we are to provide the County of Mono, California (the "County") for the year ending June 30, 2020 and pursuant to the contract for services entered into on August 7, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the County as of and for the year ending June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in Net Pension Liability/(Asset) and Related Ratios
- 3) Schedule of Contributions - Pension
- 4) Schedules of Changes in Net OPEB Liability and Related Ratios
- 5) Schedule of Contributions – OPEB
- 6) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual Fund Statements

The following other information accompanying the financial statements, as included in the County's Comprehensive Annual Financial Report, will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

570 N. Magnolia Avenue, Suite 100  
Clovis, CA 93611

tel 559.299.9540  
fax 559.299.2344

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Supervisors of the County of Mono. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

## **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the schedule of expenditures of federal awards and related notes of the County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with all nonaudit services we provide. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.



**Electronic Data Communication and Storage and Use of Third Party Service Provider**

In the interest of facilitating our services to the County, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the County may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**Engagement Administration, Fees and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for these engagements will be retained for a minimum of seven years after the report release date.

Fausto Hinojosa, CPA, CFE, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

The audit documentation for this engagement is the property of Price Paige & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Price Paige & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our fees for the audit of the County of Mono for the fiscal year ending June 30, 2020 are not expected to exceed \$75,293 and are detailed as follows:

County Audit	\$56,238
Single Audit	14,420
Out of Pocket Expenses (meals, lodging travel)	4,635

If more than three major federal programs are required to be audited, then additional audit fees may be applied. These fees will be discussed with the Director of Finance for approval prior to commencing the work. Our fee estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before we incur the additional costs.

Our fees for these services will be billed at the hourly billing rates for the individual involved, plus out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please obtain the signatures and return a copy to us via email or regular mail at your earliest convenience.

Very truly yours,



Fausto Hinojosa, CPA, CFE  
Price Paige & Company  
-----

RESPONSE:

This letter correctly sets forth the understanding of the **County of Mono, California**.

---

*Management Signature* *Title* *Date*

---

*Governance Signature* *Title* *Date*



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 7, 2020

**Departments: Sheriff**

**TIME REQUIRED**

**SUBJECT** Medi-Cal County Inmate 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 contract #20-10228 with California Department of Health Care Services pertaining to participating in the Medi-Cal County Inmate Program (MCIP) for Fiscal Years (FY) 2020-2021, 2021-2022, and 2022-2023.

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### RECOMMENDED ACTION:

Approve County entry into proposed contract number 20-10228 with the California Department of Health Care Services for participation in the Medi-Cal County Inmate Program, total contract amount of \$237.08, and authorize Board Chair Stacy Corless to execute said contract on behalf of the County. Provide any desired direction to staff.

---

### FISCAL IMPACT:

Fees paid for administrative costs and payments associated with this program will be paid with General Fund monies budgeted in Jail Medical Services or the Community Corrections Partnership. The maximum payable amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$75.20 for FY 2020-21.

---

**CONTACT NAME:** Ingrid Braun

**PHONE/EMAIL:** 760-932-7549 / [ibraun@monosheriff.org](mailto:ibraun@monosheriff.org)

---

### SEND COPIES TO:

Sheriff Ingrid Braun

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">MCIP Contract</a>
<a href="#">Transmittal Letter</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/2/2020 1:11 PM	County Administrative Office	Yes
7/2/2020 9:49 AM	County Counsel	Yes
7/1/2020 5:41 AM	Finance	Yes

**MONO COUNTY**  
**SHERIFF**  
*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

DATE: July 7, 2020  
TO: The Honorable Board of Supervisors

**Phillip West**  
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Participation in the Medi-Cal County Inmate Program for  
Fiscal Years 2020-2021, 2021-2022, and 2022-2023

**RECOMMENDATION:**

Approve and authorize the Board Chair to sign an agreement with the California Department of Health Care Services (DHCS) for the purpose of participating in the Medi-Cal County Inmate Program (MCIP) for Fiscal Years (FY) 2020-2021, 2021-2022, and 2022-2023.

**DISCUSSION:**

Mono County has participated in the MCIP since its implementation on April 1, 2017, as approved by the Board of Supervisors on February 14, 2017. For State Fiscal Year 2020 and forward, the DHCS MCIP is implementing Evergreen Participation Agreements (PAs). The purpose of this PA between DHCS and each county is to permit the county to voluntarily participate in the MCIP under California's Medicaid Medi-Cal program. This will replace the annual renewal contract process that is currently in effect and will allow counties to enroll once. The Evergreen Agreement will eliminate the yearly requirement of creating new contract numbers, obtaining original signatures and board approvals.

Federal law prohibits claiming Medicaid funds for healthcare services provided to inmates residing in correctional facilities. There is an exception to this federal prohibition when an inmate receives inpatient services at a medical facility located off the grounds of the correctional facility for an expected stay of more than 24 hours, and the inmate is found to be Medicaid eligible. The MCIP allows for recoupment of Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital stay of inmates in correctional facilities who are determined eligible for Medi-Cal.

The MCIP is voluntary and counties have the option to participate in this program by entering into an agreement with the DHCS. Per legislation, there is to be no General Fund impact under MCIP. The purpose of the MCIP agreement is to establish the amounts needed to satisfy each county's responsibility to reimburse DHCS for the nonfederal share of MCIP service costs incurred by DHCS. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates.



## **MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT FOR ADMINISTRATIVE SERVICES**

1. Intent of Agreement

This Reimbursement for Administrative Costs for the Medi-Cal Inmate Program (MCIP) Agreement (Agreement) is intended to reimburse the California Department of Health Care Services (DHCS) for its administrative costs associated with the MCIP as further detailed below and in Schedule A attached hereto.

2. Parties

The parties to this Agreement are DHCS and the County of Mono (County).

3. Authority

- A. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to Welfare and Institutions Code section 14100.1.
- B. This Agreement is authorized by Welfare and Institutions Code sections 14053.7 and 14053.8 and Penal Code section 5072.

4. Term of the Agreement

The term of this Agreement shall be from July 1, 2020 through and including June 30, 2023.

5. Definitions.

- A. The term “Certified Public Expenditure Process” or “CPE Process” means the process established for Medi-Cal under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal State Plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim Federal Financial Participation (FFP) for allowable expenditures.
- B. The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.
- C. The term “Demonstration Project” means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015 and any successor demonstration projects.

- D. The term “Designated Public Hospital” is defined as set forth in the Demonstration Project, and codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and may be modified from time to time.
- E. The term “Inmate” as used in this Agreement includes persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) “Juvenile Inmate,” and Government Code sections 26605.6(a) “Prisoner,” 26605.7(a) “Prisoner” and (d)(1) “Probationer,” and 26605.8 “Prisoner” and “Probationer.”
- F. The term “MCIP” or “Medi-Cal County Inmate Program” contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.
- G. “MCIP Administrative Services” means the administrative services provided by DHCS personnel for the administration of MCIP.
- H. “Medi-Cal provider” means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.
- I. The State Fiscal Year (SFY) begins on July 1st of each calendar year and ends on June 30th in the subsequent calendar year.

6. Maximum Payable Amount

The amount that the County shall be obligated to pay for MCIP administrative services rendered under this Agreement shall not exceed its share of the nonfederal share of DHCS administrative costs. The maximum payable amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed **\$237.08** which shall be based on a methodology specified in Addendum A.

- A. The maximum payable amount shall be further subject to the allocated State Fiscal Year’s (SFY’s) annual limits not to exceed:

**\$75.20** for July 1, 2020, through and including June 30, 2021

**\$78.97** for July 1, 2021, through and including June 30, 2022

**\$82.91** for July 1, 2022, through and including June 30, 2023



For future contract periods not covered under this Agreement, the maximum payable amount shall be determined through a new Agreement or an amendment to this Agreement.

7. Contact Persons

Any notice, request, demand, or other communication required or permitted hereunder, shall be deemed to be properly given when furnished in writing to the following:

A. In the case of the County to:

Ingrid Braun, Sheriff  
County of Mono  
P.O. Box 616  
Bridgeport, CA 93517

Or to such person or address as the County may furnish in writing to DHCS.

B. In the case of DHCS to:

California Department of Health Care Services  
Local Governmental Financing Division  
County Based Claiming & Inmate Services Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 4603  
P.O. Box 997436  
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or to the County.

8. Payment Terms and Invoicing

A. General Terms

1. DHCS shall submit a quarterly invoice to the County for the County's apportioned share of the nonfederal share of the MCIP administrative services for the period billed.
2. The County shall pay DHCS for the County's apportioned share of the non-federal share of MCIP administrative services which shall be based on a methodology specified in Addendum A within 60 days of receipt of an invoice.
3. Failure by the County to timely pay DHCS shall constitute a material breach of this Agreement, which at DHCS' discretion, may result in termination of

both this Agreement and the MCIP Evergreen Provider Agreement (PA) by DHCS. The County may cure such breach by rendering payment of the amount owed to DHCS three days prior to the termination of this Agreement or the PA.

4. The County shall not make payments for any invoice or portion thereof exceeding the respective maximum payable amount. Payment for any MCIP administrative services rendered by DHCS exceeding the respective maximum payable amount shall require an amendment. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate both the Agreement and the PA.
5. Payments shall be sent to DHCS at the following address, or such other address as DHCS may specify in writing:

California Department of Health Care Services  
Local Governmental Financing Division  
County Based Claiming & Inmate Services Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 4603  
P.O. Box 997436  
Sacramento, CA 95899-7436

9. DHCS Responsibilities

A. MCIP Administrative Services

1. DHCS shall administer MCIP and this Agreement for the purpose of claiming federal reimbursement for MCIP services. It is understood by both parties that other administrative activities remain the responsibility of the County.
2. DHCS shall maintain accounting records for personnel services at a level of detail as described in Schedule A. Additionally, these records must identify any equipment and all related operating expenses.
3. DHCS shall submit to the County a quarterly invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The quarterly invoice for reimbursement shall identify the following summarized categories of DHCS' costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage (FMAP) applicable to such administrative costs subject to the limit on the amount reimbursable by the County. The maximum payable amount shall not exceed the County's apportioned share, which shall be based on a methodology specified in Addendum A.

B. General Responsibilities

1. Should the scope of work for this Agreement conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.
2. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for administrative costs incurred by DHCS in connection with this Agreement for periods in which the County participated in MCIP.
3. DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, regulations, and this Agreement.

10. County Responsibilities

A. MCIP Administrative Services

1. As a condition of participation, the County accepts responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A.
2. The County shall reimburse DHCS its allotted portion of the nonfederal share of funding allocated for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, one (1) FTE Health Program Specialist I, one (1) FTE Staff Services Analyst/Associate Governmental Program Analyst, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement.
3. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its MCIP eligible beneficiaries.

B. General Responsibilities

1. Upon compliance with all applicable provisions of this Agreement and applicable laws, the County may send its MCIP eligible beneficiaries to Medical providers to receive MCIP services.

2. The County shall reimburse DHCS pursuant to Paragraph A with funds from the County's General Fund, or from any other funds allowed under federal law and regulation.
3. In the event of a federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen days.

11. Amendments

Amendments to this Agreement shall be in writing signed by the parties to this Agreement, and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any changes made to the contact persons identified in Article 5 may be made by written communication, e-mail to the other contact person or persons and without formal amendment.

12. Termination and Agreement Disputes

- A. This Agreement may be terminated by either party upon written notice given at least 30 days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5. The County shall remain obligated after the termination date to pay for all MCIP administrative costs incurred by DHCS for periods in which the County participated in the MCIP.
- B. This Agreement shall terminate upon cessation of the MCIP. The County shall remain obligated after the termination date to pay for all of the County's apportioned share of MCIP administrative costs incurred by DHCS for periods in which the County participated in MCIP
- C. Termination of this Agreement will automatically terminate the County's MCIP Evergreen PA.

13. General Provisions

- A. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- B. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids,

- or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.
- C. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities of DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- D. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
1. The Americans with Disabilities Act of 1990, as amended;
  2. Section 504 of the Rehabilitation Act of 1973, as amended;
  3. Title XIX of the Social Security Act;
  4. Welfare and Institutions Code section 14000 et seq.;
  5. Government Code section 53060;
  6. The California Medicaid State Plan;
  7. Applicable laws and regulations related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
  8. The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
  9. Government Code sections 26605.6, 26605.7, and 26605.8;
  10. Penal Code section 5072;
  11. 42 Code of Federal Regulations; and,
  12. Applicable sections of the California Code of Regulations.
- E. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for any action brought concerning this Agreement shall be in any county in which the Attorney General maintains an office.

F. Integration Clause.

1. This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
2. Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 control to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

G. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.

H. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

I. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

J. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

- K. Budget Contingency Clause. If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.
  
- L. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

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The signatories to this Agreement represent and warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entity.

**County of Mono**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES  
Contracts Section**

Signature: \_\_\_\_\_

Name: Carrie Talbot \_\_\_\_\_

Title: SSMI, Contracts Section \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE A  
SCOPE OF WORK**

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)

DHCS agrees to:

1. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance activities, including the indirect costs related to the MCIP program provided by its staff, which is in accordance with the provisions of Section 1903(w) of the Social Security Act and 42 Code of Federal Regulations, part 433, subpart B.
2. Lead the development, implementation, and administration for the MCIP.
3. Submit claims for Federal Financial Participation (FFP) based on Certified Public Expenditures (CPE) from participating MCIP counties.
4. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
5. Maintain accounting records to a level of detail that identifies the actual expenditures incurred for personnel services including salary or wages, benefits, and overhead costs for DHCS' staff. Additionally, these records will identify any equipment and all related operating expenses applicable to these positions. Records should include, but not be limited to general expense, rent and supplies for identified staff and managerial staff working specifically on activities or assignments directly related to the MCIP.
6. Ensure that an appropriate audit trail exists within DHCS' records and accounting system and maintain expenditure data as indicated in this Agreement.
7. Designate a person to act as liaison with the County for issues arising from this Agreement. This person shall be identified to the County's contact person for this Agreement.
8. Provide a written response to the County's contact person within 30 days of receiving a written request for information related to the MCIP.
9. Provide the County with accounting, program technical assistance, and training related to the MCIP.
10. Maintain an invoice tracking system for MCIP and provide a report on a quarterly basis.

11. Establish an annual MCIP administrative cost based on Addendum A.
12. Invoice the County on a quarterly basis for administrative costs.

### **ADDENDUM A: MCIP Administrative Costs**

The MCIP Administrative Contract is a three-year contract. At the beginning of each calendar year, counties have the opportunity to inform DHCS of their intent to continue participation in MCIP for the upcoming State Fiscal Year (SFY) by completing the MCIP Letter of Intent (LOI).

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. The nonfederal share of administrative costs allocated to each county is based on the following:

- 1) 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. \*
- 2) 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. \*

*\*Population data will be obtained from the California Department of Finance, Demographic Estimates*

To account for a cost of living adjustment on a yearly basis after the initial SFY of the current Agreement, DHCS will include a year over year growth factor of 5% to the maximum payable amount of the annual administrative cost for each subsequent SFY. DHCS will invoice participating counties for the nonfederal share of administrative costs quarterly after the close of the previous quarter based on actual administrative costs per the methodology above.



State of California—Health and Human Services Agency  
Department of Health Care Services



June 4, 2020

County of Mono  
Attn: Ingrid Braun, Sheriff  
P.O. Box 616  
Bridgeport, CA 93517

Dear Mr. Roberston:

Subject: Agreement Number 20-10228

The Department of Health Care Services (DHCS) has standardized its contracting procedures and agreement formats. The enclosed agreement references on-line general terms and conditions (i.e., GTC 04/2017 or CCC 04/2017 or a GIA 610 version) that are not attached to the agreement. The cited terms may be accessed by choosing the Standard Contract Language Tab at this Internet site: <http://www.ols.dgs.ca.gov/StandardLanguage/default.htm>. The enclosed agreement is not binding until signed by both parties and approved by the appropriate state control agency (if such approval is required). No services are to be provided prior to receipt of all approvals as DHCS is unable to issue any payment prior to receipt of final approval. Expeditious handling of this agreement is greatly appreciated.

For inquiries regarding this agreement, please contact Megan Yim at (916) 345-7610 and cite the DHCS agreement number identified above. Unless otherwise instructed, do not submit an invoice to DHCS for any services rendered under the referenced agreement until a copy of the fully executed agreement is received.

X Affix a signature to the enclosed agreement copy and each additional face sheet. **Submit two copies with original signatures.** Return **all** items to DHCS for further processing. A copy of the approved agreement will be distributed to you after it is fully executed. Alterations, in general, are not allowed. Alterations and page replacements, if any, must be pre-approved by DHCS and each visible alteration must be initialed by the person who signs the agreement.

\_\_\_\_\_ Complete, sign, and return the Payee Data Record (STD 204). Payments cannot be issued unless a signed form containing current contractor information is on file with DHCS.

\_\_\_\_\_ Go to the Standard Contract Language Tab at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>, review the GTC version referenced on the face of the agreement as Exhibit C. Review Provision 11 of the GTC to identify the Contractor Certification Clause (CCC) number (e.g., 04/2017, etc.) that applies to the enclosed agreement. Read the cited CCC Certification in its entirety. Print-out and sign the first page of the applicable cited CCC Certification. Return the first page of the originally signed CCC Certification to the address noted below. The signed CCC will be kept on file. Failure to return the appropriate signed CCC Certification will prohibit DHCS from doing business with your firm.

\_\_\_\_\_ **Corporations:** If the Contractor is a corporation, either submit a copy of the firm's most current Certificate of Status issued by the State of California, Office of the Secretary of State or submit a downloaded copy of the Contractor's on-line status information from the California Business Portal website of California's Office of the Secretary of State.

X **Board Resolution:** If Contractor is a City or County, submit a copy of an approved Board Resolution or meeting minute approval to contract with the State. The approved Board Resolution or meeting minutes shall include the contract number and contract amount.

Return overnight all designated materials to the following address:

**Megan Yim, Contract Analyst**  
DHCS HCF-Admin  
1501 Capitol Avenue, MS 4050  
Sacramento, CA 95814

Direct questions about this letter to Megan Yim at (916) 345-7610. Be sure to cite the DHCS agreement number (#20-10228) in all future correspondence.

Cordially yours,

*Thank you*

**Megan Yim, Contract Analyst**  
Department of Health Care Services

Attachment(s)

**Exhibit X**  
**Business Associate Addendum**

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term “Agreement” as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
  - 4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - 4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate’s obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the “parties.”
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA if done by DHCS.
  - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
8. **Compliance with Other Applicable Law**

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

## **9. Additional Responsibilities of Business Associate**

**9.1 Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

### **9.2 Safeguards and Security.**

**9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels.

**9.2.2** Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to

**9.2.2.1** NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53

**9.2.2.2** FedRAMP – Federal Risk and Authorization Management Program

**9.2.2.3** PCI – PCI Security Standards Council

**9.2.2.4** ISO/IEC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002

**9.2.2.5** IRS PUB 1075 – Internal Revenue Service Publication 1075

**9.2.2.6** HITRUST CSF – HITRUST Common Security Framework

**9.2.3** Business Associate shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

- 9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- 9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

**9.3 Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

**10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

**11. Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

**12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

**13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

**14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

**15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

**16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**17. Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

**18. Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

**18.1 Notice to DHCS.**



- 18.1.1** Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.
- 18.1.2** Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:
- 18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;
  - 18.1.2.2** Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;
  - 18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or
  - 18.1.2.4** Potential loss of confidential data affecting this Agreement.
- 18.1.3** Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.
- Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.
- Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:
- 18.1.3.1** Prompt action to mitigate any risks or damages involved with the security incident or breach; and
  - 18.1.3.2** Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.
- 18.2 Investigation.** Business Associate shall immediately investigate such security incident or confidential breach.
- 18.3 Complete Report.** To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

**18.3.1** If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

**18.4 Notification of Individuals.** If the cause of a breach is attributable to Business Associate or its agents, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

**18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

**18.6 DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

<b>DHCS Program Contract Manager</b>	<b>DHCS Privacy Office</b>	<b>DHCS Information Security Office</b>
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>

**19. Responsibility of DHCS.** DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

**20. Audits, Inspection and Enforcement**

**20.1** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

**20.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

**21. Termination**

**21.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

**21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

**21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.

**21.2 Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

## **22. Miscellaneous Provisions**

**22.1 Disclaimer.** DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

### **22.2. Amendment.**

**22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

**22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

**22.3 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

**22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

**22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

**22.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 7, 2020

**Departments:** CAO, Finance

**TIME REQUIRED**

**SUBJECT** Resolution Approving the Conditions  
for Receipt of 2020 Budget Act  
Funds

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed Resolution of the Mono County Board of Supervisors Approving the Conditions for Receipt of Budget Act 2020 Funds and Authorizing the County Administrative Officer to Sign Associated Certifications.

### RECOMMENDED ACTION:

Adopt proposed resolution R20 - \_\_\_, Approving the Conditions for Receipt of Budget Act 2020 Funds and Authorizing the County Administrative Officer to Sign Associated Certifications.

### FISCAL IMPACT:

The resolution and corresponding certifications are pre-requisites that ensure Mono County can participate in a share of State allocations intended to make up for the revenue losses from realignment funding and a share of Federal CARES act money provided by the Federal Government to the State of California and shared via the State Budget Act of 2020 with County jurisdictions. Specific amount of the allocations are yet to be determined.

**CONTACT NAME:** Bob Lawton

**PHONE/EMAIL:** X5415 / blawton@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>
<a href="#">Certification</a>
<a href="#">Certification</a>

**History****Time**

7/2/2020 1:12 PM

7/2/2020 9:06 AM

7/2/2020 9:56 AM

**Who**

County Administrative Office

County Counsel

Finance

**Approval**

Yes

Yes

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsels**  
Christian E. Milovich  
Anne L. Frievalt

**Deputy County Counsel**  
Jason Canger

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Paralegal**  
Jenny Lucas

To: Board of Supervisors

From: Janet Dutcher, Finance Director and Stacey Simon, County Counsel

Date: July 7, 2020

Re: Resolution Approving the Conditions for Receipt of 2020 Budget Act Funds

**Recommended Action**

Adopt proposed resolution R20 - \_\_, Approving the Conditions for Receipt of Budget Act 2020 Funds and Authorizing the County Administrative Officer to Sign Associated Certifications.

**Strategic Plan Focus Areas Met**

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

**Fiscal Impact**

Specific amount of the allocations are yet to be determined.

**Discussion**

The proposed resolution and corresponding certifications are pre-requisites to Mono County participating in a share of State allocations intended to make up for the revenue losses from realignment funding and a share of Federal CARES act money provided by the Federal Government to the State of California and shared via the State Budget Act of 2020 with County jurisdictions.

The certifications must be submitted to the State Department of Finance by July 10, 2020. By adopting the proposed resolution, the Board makes the required certifications and authorizes the CAO to execute the certification forms.



R20-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING THE CONDITIONS FOR RECEIPT  
OF BUDGET ACT OF 2020 FUNDS AND AUTHORIZING  
THE COUNTY ADMINISTRATIVE OFFICER TO SIGN  
ASSOCIATED CERTIFICATIONS**

**WHEREAS**, the State of California has made funds available to the County of Mono under Paragraphs (2) and (3) of Subdivision (d) of Control Section 11.90 of the Budget Act of 2020; and

**WHEREAS**, as a condition of receiving these funds, the County must submit a Certification that:

- A. Affirms that the proposed uses of the funds provided as direct payment under the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020 will be used only for costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); were not accounted for in the budget most recently approved as of March 27, 2020, for the County of Mono; and, were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and
- B. The County agrees to: (1) adhere to federal guidance and the state's stay-at-home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, any subsequent Executive Orders or statutes, and all California Department of Public Health orders, directives, and guidance in response to COVID-19 emergency; (2) use the funds in accordance with all applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020; (3) report on expenditures and summarize regional collaboration and non-duplication of efforts within the region by September 1, 2020; (4) return any funds that are unspent by October 30, 2020 (unless extended by the Department of Finance based on reported expenditures to date); (5) repay the state for any cost disallowed after federal review; and, (6) retain records to support reported COVID-19 eligible expenditures and participate in audits as outlined by the federal government and State.

**WHEREAS**, the State of California has also made funds available to the County of Mono pursuant to Provision 3 of Item 9210-110-0001 of the Budget Act of 2020; and

1  
2       **WHEREAS**, as a condition of receiving these funds, the County must submit a  
3 Certification which affirms that:

- 4       A.     The County’s proposed uses of the funds provided will be used only for costs  
5 that would have otherwise been funded via state-local Realignment revenues  
6 and that the County will prioritize support for health and human services,  
7 entitlement programs, and programs that serve vulnerable populations; and  
8  
9       B.     The County will adhere to federal guidance and the state’s stay-at-home  
10 requirements and other health requirements as directed in gubernatorial  
11 Executive Order N-33-20, any subsequent Executive Orders or statutes, and all  
12 California Department of Public Health orders, directives, and guidance in  
13 response to COVID-19 emergency; and  
14  
15       C.     The County will use the funds in accordance with Provision 3 of Item 9210-  
16 110-0001 of the Budget Act of 2020.

17  
18 **NOW, THEREFORE BE IT RESOLVED** by the Mono County Board of Supervisors as  
19 follows:

20       **SECTION ONE:** The County of Mono affirms that the proposed uses of the funds  
21 provided as direct payment under the applicable provisions of subdivision (d) of Control  
22 Section 11.90 of the Budget Act of 2020 will be used only for costs that are necessary  
23 expenditures incurred due to the public health emergency with respect to the Coronavirus  
24 Disease 2019 (COVID-19); were not accounted for in the budget most recently approved as of  
25 March 27, 2020, for the County of Mono; and, were incurred during the period that begins on  
26 March 1, 2020, and ends on December 30, 2020; and

27       **SECTION TWO:** The County agrees to: (1) adhere to federal guidance and the state’s  
28 stay-at-home requirements and other health requirements as directed in gubernatorial  
29 Executive Order N-33-20, any subsequent Executive Orders or statutes, and all California  
30 Department of Public Health orders, directives, and guidance in response to COVID-19  
31 emergency; (2) use the funds in accordance with all applicable provisions of subdivision (d) of  
32 Control Section 11.90 of the Budget Act of 2020; (3) report on expenditures and summarize  
regional collaboration and non-duplication of efforts within the region by September 1, 2020;  
(4) return any funds that are unspent by October 30, 2020 (unless extended by the Department  
of Finance based on reported expenditures to date); (5) repay the state for any cost disallowed  
after federal review; and, (6) retain records to support reported COVID-19 eligible  
expenditures and participate in audits as outlined by the federal government and State; and

**SECTION THREE:** The County Administrative Officer is hereby authorized to sign  
the Certification for Receipt of Funds Pursuant to Paragraphs (2) or (3) of Subdivision (d) of  
Control Section 11.90 of the Budget Act of 2020.

**NOW, THEREFORE BE IT FURTHER RESOLVED** by the Mono County Board  
of Supervisors that:

**SECTION ONE:** The County’s proposed uses of the funds provided pursuant to  
Provision 3 of Item 9210-110-0001 of the Budget Act of 2020 will be used only for costs that



1 would have otherwise been funded via state-local Realignment revenues and the County will  
2 prioritize support for health and human services, entitlement programs, and programs that  
3 serve vulnerable populations; and

4 **SECTION TWO:** The County will adhere to federal guidance and the state’s stay-at-  
5 home requirements and other health requirements as directed in gubernatorial Executive Order  
6 N-33-20, any subsequent Executive Orders or statutes, and all California Department of Public  
7 Health orders, directives, and guidance in response to COVID-19 emergency; and

8 **SECTION THREE:** The County will use the funds in accordance with Provision 3 of  
9 Item 9210-110-0001 of the Budget Act of 2020; and

10 **SECTION FOUR:** The County Administrative Officer is hereby authorized to sign the  
11 Certification for Receipt of Funds Pursuant to Provision 3 of Item 9210-110-0001 of the  
12 Budget Act of 2020.

13 **PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
14 by the following vote, to wit:

15 **AYES:**

16 **NOES:**

17 **ABSENT:**

18 **ABSTAIN:**

19  
20  
21  
22 \_\_\_\_\_  
23 Stacy Corless, Chair  
24 Mono County Board of Supervisors

25 **ATTEST:**

26 **APPROVED AS TO FORM:**

27 \_\_\_\_\_  
28 Clerk of the Board

29 \_\_\_\_\_  
30 County Counsel

CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF  
SUBDIVISION (d) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020

I, Robert Lawton, am the chief executive or authorized designee of Mono County, and I certify that:

1. I have the authority on behalf of Mono County to request payment from the State of California (State) pursuant to the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
2. I understand the State will rely on this certification as a material representation in making a direct payment to Mono County.
3. Mono County's proposed uses of the funds provided as a direct payment under the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020 will be used only for costs that:
  - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for Mono County
  - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. Mono County agrees to do all of the following as a condition of receipt of funds:
  - a. Adhere to federal guidance and the state's stay-at-home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, any subsequent Executive Orders or statutes, and all California Department of Public Health orders, directives, and guidance in response to COVID-19 emergency.
  - b. Use the funds in accordance with all applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
  - c. Report on expenditures and summarize regional collaboration and non-duplication of efforts within the region by September 1, 2020, and return any funds that are unspent by October 30, 2020 (unless extended by the Department of Finance based on reported expenditures to date), and repay the state for any cost disallowed after federal review.
  - d. Retain records to support reported COVID-19 eligible expenditures and participate in audits as outlined by the federal government and State.

CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF  
SUBDIVISION (d) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020

By: Robert Lawton

Signature: \_\_\_\_\_

Title: County Administrative Officer

Date: July 7, 2020

The completed certification must be submitted by email to:

[CRFApplications@dofca.gov](mailto:CRFApplications@dofca.gov)

Certifications must be received by no later than 11:59 p.m. Pacific Daylight Time on July 10, 2020. Certifications received after that time may be disallowed. The subject line of the email shall only contain the name of the local government entity (i.e. City of xxx or County of xxx).

CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PROVISION 3 OF  
ITEM 9210-110-0001 OF THE BUDGET ACT OF 2020

I, Robert Lawton, am the chief executive or authorized designee of Mono County, and I certify that:

1. I have the authority on behalf of Mono County to request payment from the State of California (State) pursuant to Provision 3 of Item 9210-110-0001 of the Budget Act of 2020.
2. I understand the State will rely on this certification as a material representation in making a direct payment to Mono County.
3. Mono County's proposed uses of the funds provided under Provision 3 of Item 9210-110-0001 of the Budget Act of 2020 will be used only for costs that:
  - a. Would have otherwise been funded via state-local Realignment revenues.
  - b. Prioritize support for health and human services, entitlement programs, and programs that serve vulnerable populations.
4. Mono County agrees to do all of the following as a condition of receipt of funds:
  - a. Adhere to federal guidance and the state's stay-at-home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, any subsequent Executive Orders or statutes, and all California Department of Public Health orders, directives, and guidance in response to COVID-19 emergency.
  - b. Use the funds in accordance with Provision 3 of Item 9210-110-0001 of the Budget Act of 2020.

By: Robert Lawton

Signature: \_\_\_\_\_

Title: County Administrative Officer

Date: July 7, 2020

The completed certification must be submitted by email to:

[CountyGFALocations@dofca.gov](mailto:CountyGFALocations@dofca.gov)

Certifications must be received by no later than 11:59 p.m. Pacific Daylight Time on July 10, 2020. Certifications received after that time will be disallowed. The subject line of the email shall only contain the name of the county (e.g. County of xxx).



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**Departments: Board of Supervisors**

**TIME REQUIRED**

**SUBJECT** Support Letter for Streamlining HCD  
Application and Award Process

**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 Assemblymember Tom Daly in support of Assembly Bill 434, which would streamline the Department of Housing and Community Development rental housing programs into a single application and award process, which could result in more affordable housing in California.

**RECOMMENDED ACTION:**

Approve letter and authorize Board Chair to sign.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Letter</a>
<a href="#">Fact Sheet</a>

**History**

Time	Who	Approval
7/2/2020 1:12 PM	County Administrative Office	Yes
7/2/2020 8:54 AM	County Counsel	Yes

7/2/2020 12:30 PM

Finance

Yes



Jennifer Kreitz ~ District One    Fred Stump ~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

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## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5533 • FAX (760) 932-5531  
*Shannon Kendall, Clerk of the Board*

July 7, 2020

VIA: <https://calegislation.lc.ca.gov/Advocates/>

Assemblymember Tom Daly  
State Capitol, Room 3120  
Sacramento, CA 95814

**Re: AB 434 (Daly) – In Support of Streamlining HCD Rental Housing Programs Into a Single Application and Award Process**

Dear Assemblymember Daly,

Mono County is proud to support Assembly Bill 434 (AB434) to streamline Department of Housing and Community Development (HCD) rental housing programs into a single application and award process.

Mono County has an ever-growing demand for affordable rentals for families working in our primary economic sector of tourism. Any measure to simplify the complex and expensive process of accessing state subsidy in order to create affordable rental homes for everyday Californians is a noble endeavor we support and encourage.

While the Multifamily Housing Program (MHP) was intended to be the state's omnibus rental housing finance program, HCD now administers at least nine separate rental housing programs for specific purposes. Affordable housing providers must piece together a combination of these sources to fully fund a development. According to a [recent study by the Turner Center for Housing Innovation](#) at UC Berkeley, 89% of new affordable developments built with 9% Low-Income Housing Tax Credits rely on four or more sources of funding, and each additional source of funding is associated with an average increase of \$6,450 (2%) in total development costs of each affordable home. In addition, this compartmentalized funding process creates significant additional cost for HCD as different staff must review the same project at different times, and projects funded under one program return awards when they fail to win funding from a needed second program.

AB 434 harmonizes the statutes relating to MHP and seven of the special purpose rental housing programs so that HCD can use a single application and scoring system to make coordinated awards for all eight programs at one time while maintaining the special intent of each original

program. By streamlining the application process for HCD resources, this bill will measurably reduce the cost of affordable housing by reducing HCD and developer staff time spent on multiple applications, and decreasing long development timeline delays.

Thank you for your authorship of this important bill.

Sincerely,

Stacy Corless  
Chair, Mono County Board of Supervisors

CC: Senator Andreas Borgeas  
Assemblyman Frank Bigelow  
Gustavo Velasquez, Director, HCD  
California Housing Partnership  
California Housing Consortium





## FACT SHEET FOR AB 434 (DALY) TO STREAMLINE HCD RENTAL HOUSING PROGRAMS INTO A SINGLE APPLICATION AND AWARD PROCESS

**Problem:** While the Multifamily Housing Program (MHP) was created in 1999 to serve as the Department of Housing and Community Development's omnibus affordable rental housing finance program, the Legislature has since created at least nine separate rental housing programs for specific purposes:

- Transit-Oriented Development Housing Program
- Joe Serna, Jr. Farmworker Housing Grant Program
- SB 2 Farmworker Program
- Veterans Housing and Homelessness Prevention Program
- Infill Infrastructure Grant Program
- Housing for a Healthy California
- SB 2 Permanent Local Housing Allocation competitive funds
- Affordable Housing and Sustainable Communities Program
- No Place Like Home Program

Affordable housing providers must piece together a combination of these sources to fully fund a development. According to a [recent study by the Turner Center for Housing Innovation](#) at UC Berkeley, 89% of new affordable developments built with 9% Low-Income Housing Tax Credits rely on four or more sources of funding, and each additional source of funding is associated with an average increase of \$6,450 (2%) in total development costs of each affordable home. The added costs of having to apply to multiple programs in multiple funding rounds include the cost of preparing the additional applications, the review and coordination of additional loan documents, increased staff and property holding costs due to time delays between application cycles. Perhaps the largest added cost is the 0.5% increase in construction costs that accrues for each extra month it takes to obtain these multiple funding commitments. In addition, this compartmentalized funding process creates significant additional cost for HCD as different program staff review the same project at different times and projects funded under one program return awards when they fail to win funding from a needed second program.

**Solution:** AB 434 (Daly) harmonizes the statutes relating to MHP and the first seven of the bulleted special purpose rental housing programs so that HCD can use a single application and scoring system to make coordinated awards for all eight programs at one time while maintaining the special intent of each original program. With this single application and award process, applicants would select which specialty programs they are applying for based on the populations they intend to serve. HCD would use a single scoring and tiebreaker system to rank

applications and would then fund developments in ranked order, using funds from the specialty programs as requested. Once funds were exhausted in any specialty program, the top ranked applications would receive the more general MHP funds as a replacement until they exhausted. By streamlining the application process for HCD resources, this bill will measurably reduce the cost of affordable housing by reducing HCD and developer staff time spent on multiple applications and decreasing long development timeline delays.

**Sponsors:** California Housing Consortium  
California Housing Partnership



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**TIME REQUIRED**

**SUBJECT** Notice of Intent to Vacate and  
Surrender Minaret Mall Subleased  
Premises

**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 Daniel Holler, Town Manager of the Town of Mammoth Lakes, providing notice of the County of Mono's intent to vacate and surrender its subleased premises, including the Community Development, Information Technology, and Public Health departments spaces.

**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
7/2/2020 1:11 PM	County Administrative Office	Yes
6/19/2020 9:56 AM	County Counsel	Yes
7/1/2020 5:37 AM	Finance	Yes



# COUNTY OF MONO

---

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5410 • FAX (760) 932-5411

Robert C. Lawton  
County Administrative Officer

June 10, 2020

**VIA U.S. MAIL AND ELECTRONIC MAIL**

Town of Mammoth Lakes  
Attn: Daniel Holler, Manager  
P.O. Box 1609  
Mammoth Lakes, CA 93546  
dholler@townofmammothlakes.ca.gov

RE: Notice of Intent to Vacate and Surrender Minaret Mall Subleased Premises – Community Development Department, Information Technology Department, and Public Health Department Spaces

Dear Mr. Holler,

On behalf of the County of Mono (the “County”), I am writing to provide notice that the County, including its Community Development Department, its Information Technology Department, and its Public Health Department, which are currently subleasing on a holdover basis premises at the Minaret Mall from the Town of Mammoth Lakes, will vacate and surrender the following subleased premises on the following date:

1. The premises consisting of approximately 6,977 square feet of commercial office space located at Spaces “P” and “Q” (also known as the “Boneyard”), 437 Old Mammoth Road, Mammoth Lakes, in the County of Mono, State of California, 93546, leased pursuant to that certain SUBLEASE by and between the TOWN OF MAMMOTH LAKES and the COUNTY OF MONO, dated as of December 7, 1993 (currently on month-to-month holdover status), to be vacated and surrendered by the County on July 10, 2020.
2. The premises consisting of approximately 1,618 square feet of commercial office space located at Suite “Y” (formerly the Town of Mammoth Lakes Finance space) (also known as the “IT Space”), 437 Old Mammoth Road, Mammoth Lakes, in the County of Mono, State of California, 93546, leased pursuant to that certain SUBLEASE by and between the TOWN OF MAMMOTH LAKES and the COUNTY OF MONO, dated as of March 20, 2014, which terminated as of June 30, 2019 (currently on month-to-month holdover status), to be vacated and surrendered by the County on July 10, 2020.

As you are aware, the County is vacating and surrendering the subleased premises described above in conjunction with the transition of all County departments to the new Mono County Civic Center, which is expected to be completed during June 2020. None of the above subleases include any obligation of the County to provide any amount of notice prior to vacating

Mr. Holler, Town of Mammoth Lakes

RE: Notice of Intent to Vacate and Surrender Minaret Mall Subleased Premises – Community  
Development Department, Information Technology Department, and Public Health  
Department Spaces

June 10, 2020

Page 2 of 2

and surrendering the subleased premises. Accordingly, the County is providing the notices herein as a courtesy.

If you have any questions or would like to discuss the County's vacation and surrender of its subleased premises at the Minaret Mall or its transition to the new Mono County Civic Center, please do not hesitate to contact me directly at (760) 932-5410 or [rlawton@mono.ca.gov](mailto:rlawton@mono.ca.gov).

Sincerely,



Robert C. Lawton  
County Administrative Officer

cc: Mono County Board of Supervisors  
Nate Greenberg, David Wilbrecht, Mono County Transition Team  
Stacey Simon, Jason Canger, Mono County Counsel's Office



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**TIME REQUIRED**

**SUBJECT** Dam Surveillance Cameras  
Installation for Eastern Operations  
Dams

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A letter from the Federal Energy Regulatory Commission Office of Energy Projects Division of Dam Safety and Inspections to James A. Burkle, Director of Generation for Southern California Edison in response to a letter from Wayne Allen requesting to install cameras for remote monitoring and surveillance at Saddlebag and Tioga dams, Lundy Dam, and Bishop Intake 2 and Hillside Dam, which are parts of the Lee Vining Creek, Lundy, and Bishop Creek projects.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
7/2/2020 1:10 PM	County Administrative Office	Yes
6/19/2020 9:57 AM	County Counsel	Yes
7/1/2020 5:39 AM	Finance	Yes

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Docket No.: P-1388

MONO, COUNTY OF  
BOARD OF SUPERVISORS  
BRIDGEPORT, CA 93517-

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RECEIVED  
JUN 10 2020  
OFFICE OF THE CLERK

FEDERAL ENERGY REGULATORY COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections – San Francisco Regional Office  
100 First Street, Suite 2300  
San Francisco, CA 94105-3084  
(415) 369-3300 Office – (415) 369-3322 Facsimile

June 3, 2020

In reply refer to:  
Project Nos. 1388-CA, 1390-  
CA, 1394-CA

Mr. James A. Buerkle  
Director of Generation  
Southern California Edison Company  
1515 Walnut Grove Ave  
Rosemead, CA 91770-3710

Re: Dam Surveillance Cameras Installations for Eastern Operations Dams  
Request for Construction Authorization

Dear Mr. Buerkle:

This is in response to a letter dated April 27, 2020 from Mr. Wayne Allen that submitted a request to install cameras for remote monitoring and surveillance at Saddlebag and Tioga dams, Lundy Dam, and Bishop Intake 2 and Hillside Dam, which are parts of the Lee Vining Creek, Lundy, and Bishop Creek projects, FERC Nos. 1388, 1390, and 1394, respectively. We have reviewed the submittal, and we have the following comments:

1. For utility related activities that require trenching for conduit laydown, the plans indicate that the electrical inspector is responsible to review and approve the trenching profile. The QC Manager listed in the QCIP should also review and approve the trenching profile prior to the start of work.
2. Hillside Dam Node N01-A and Lundy Dam M01 and M01-A locations show camera or camera related installations on relatively narrow dam crests. Considering there is public use access at the dams, evaluate if additional measures are needed to ensure public safety. If additional measures are necessary, please update the submittal to include the additional work and subsequently update the public safety plan.



3. The QCIP indicates that its role is to describe provisions for quality control and is defined as conformance with the Contract Documents. This is not the intent of a QCIP. The Contract Documents are an agreement between the contractor and the owner whereas the QCIP is SCE describing to the FERC what testing and inspection will be performed by, or on behalf of SCE. Although our engineering guidelines and the Code of Federal Regulations refer to it as Quality Control, Chapter 7-1.1 of our Engineering Guidelines describes the QCIP as inspections conducted by or on behalf of the licensee and must not be performed by the contractor. This is commonly known now as Quality Assurance. Revise the QCIP to clearly indicate who will be responsible for performing the Quality Control. No other information should be contained in the QCIP regarding the contractor as they are not part of the QCIP team. The QCIP should contain, in detail, the testing and inspection to be performed by, or on behalf of, SCE to ensure the project is constructed to your expectations. Section 6 and Appendix E (Material Testing) in the QCIP should detail what tests will be conducted by, or on behalf of, SCE as quality assurance. If SCE elects to perform the QC testing, then the testing must detail what is included in the specifications but not simply referenced to the specifications as they are between SCE and the contractor.

Within 45 days of the date of this letter, please provide a response to our comments or a plan and schedule to address our comments. We appreciate your continued efforts in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Chris Wang at (415) 369-3366.

Sincerely,



Frank L. Blackett, P.E.  
Regional Engineer



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**TIME REQUIRED**

**SUBJECT** 2018 4th Independent Consultant's  
Safety Inspection Report for Tioga  
Main and Auxiliary Dams

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A letter from the Federal Energy Regulatory Commission Office of Energy Projects Division of Dam Safety and Inspections to James A. Burkle, Director of Generation for Southern California Edison in response to a letter from Wayne Allen that submitted the 4th Independent Consultant's Safety Inspection Report for Tioga Main and Auxiliary Dams, which are part of the Lee Vining Creek Project.

**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
7/2/2020 1:08 PM	County Administrative Office	Yes
6/19/2020 9:56 AM	County Counsel	Yes
7/1/2020 5:39 AM	Finance	Yes

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Docket No.: P-1388

MONO, COUNTY OF  
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BRIDGEPORT, CA 93517-

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FEDERAL ENERGY REGULATORY COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections – San Francisco Regional Office  
100 First Street, Suite 2300  
San Francisco, CA 94105-3084  
(415) 369-3300 Office – (415) 369-3322 Facsimile

June 10, 2020

In reply refer to:  
Project No. 1388-CA

Mr. James A. Buerkle  
Director  
Generation  
Southern California Edison Company  
1515 Walnut Grove Ave  
Rosemead, CA 91770-3710

Re: 2018 4th Independent Consultant's Safety Inspection Report for Tioga Main and  
Auxiliary Dams

Dear Mr. Buerkle:

This is in response to a letter dated December 17, 2018 from Mr. Wayne P. Allen that submitted the 4th Independent Consultant's Safety Inspection Report (Part 12D report) for Tioga Main and Auxiliary Dams, which are part of the Lee Vining Creek Project, FERC Project No. 1388-CA. We have reviewed the submittal and our comments are included in the Enclosure.

Our review concluded that the scope and contents of the 4<sup>th</sup> Part 12D report for Tioga Main and Auxiliary Dams generally fulfill the requirements of Part 12, Subpart D, of Title 18 of the Code of Federal Regulations. No further action is necessary regarding the 4<sup>th</sup> Part 12D report.

Within 45 days of the date of this letter, please provide a response to our comments or a plan and schedule to address our comments. We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Christopher Wang at (415) 369-3366.

Sincerely,

A handwritten signature in black ink that reads "Frank L. Blackett". The signature is written in a cursive style with a large, prominent "F" and "B".

Frank L. Blackett, P.E.  
Regional Engineer

Enclosure

**Part 12D Report Comments (Submittal by letter dated December 17, 2018):**

1. We have reviewed the 2018 4<sup>th</sup> Consultant Safety Inspection Report (Part 12D Report) and generally concur with the conclusions and recommendations of the Independent Consultants, with limited exception as noted below.
2. *Section 4.0 Surveillance and Monitoring:* The IC does not make an assessment of the survey monument data. While the monitoring data collected annually at the dam is limited, an assessment of the available data should be made by the IC.
3. *Section 7.6 Hydrology and Hydraulics:* The Part 12D Report comments that the critical PMF for Tioga Lake Dam is the local (thunder) storm PMF. As detailed in the referenced study, "Probable Maximum Flood Study for Tioga Lake Dam," dated September 2011, (GEI, 2011), the PMP depth-and-duration corresponding to the local (thunder) storm PMF is 4.96 inches of rainfall in 6 hours. However, the study goes on to identify that both the All-Season (Nov.-March) and April General Storm 6-hour PMP depths exceed that of the local (thunder) storm PMP, i.e., 5.99 in. and 5.14 in. vs. 4.96 in., without justification as to the selection of the lower 6-hour depth. The Part 12D Report does not comment on the selection of PMP depth. Confirm the appropriateness of the selection of the 6-hour local (thunder) storm PMP rather than the 6-hour General Storm PMP rainfall depth. If this selection was not prudent, provide a plan and schedule to route the 6-hour General Storm PMP, in addition to the 12-, 24-, and 48-hour General Storm PMP, through the watershed model to determine critical PMF event.
4. *Section 7.8.1.1 Main Dam:* The schematic cross-section presented in the report along with reservoir pool utilized in Load Case No. 5, i.e., Steady seepage with surcharge pool, of the static slope stability analysis are not reflective of the calculated PMF pool elevation as calculated in the referenced PMF study, "Probable Maximum Flood Study for Tioga Lake Dam," dated September 2011, (GEI, 2011). The report references a PMF pool of El. 9,653.1 ft., whereas the PMF study calculated a PMF peak pool elevation of El. 9,654.0 ft. Load Case No. 5 should be reassessed as part of the revision to the slope stability analysis. The value of the PMF pool elevation should include consideration of the appropriate PMP event, as identified in our comment above regarding *Section 7.6 Hydrology and Hydraulics*.

## **Supporting Technical Information Document (STID)**

5. *Section 1 Potential Failure Modes Analysis Study Report*: Coincident with the submittal of this report under cover letter dated December 17, 2018, you submitted a supplement to the report titled GEI Consultants, Inc. "Supplement No. 2 to PFMA Report, Tioga Lake Dam, Mono County, California," prepared for Southern California Edison, December 2018. We have reviewed the Supplement and we have no comments. Pursuant to Recommendation No. 21 of the Part 12D Report, add Supplement No. 2 to Section No. 1 of the STID.
6. *Section 6.1*: The STID makes reference to the 2006 PMF study, i.e., Cecilio, C.B. (2006). "Probable Maximum Floods from the Probable Maximum Precipitation of HMR 58&59 at Tioga Lake Dam." The STID should be updated to include the most recent PMF study, i.e., "Probable Maximum Flood Study for Tioga Lake Dam," dated September 2011, (GEI, 2011). Additionally, relevant project H&H information, e.g., peak PMF reservoir elevation, must be updated throughout the STID.

## **Plan and Schedule**

7. By letter dated February 5, 2019, you provide FERC with a plan and schedule to address the recommendations of the Part 12D Report; by letter dated October 25, 2019, FERC accepted your proposed plan and schedule. Provide a status update to the recommendations of the Part 12D Report.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**TIME REQUIRED**

**SUBJECT** CDFW Notice of Bacterial Outbreak  
at Hatcheries Temporarily Halting  
Fish Stocking

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A press release from the California Department of Fish and Wildlife regarding a bacterial outbreak at some of their hatchery facilities. Two of the outbreaks are located at hatcheries that supply the Eastern Sierra with stocked trout.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Scheereen Dedman

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
7/2/2020 1:10 PM	County Administrative Office	Yes
7/2/2020 8:53 AM	County Counsel	Yes
7/2/2020 7:47 AM	Finance	Yes



# Bacterial Outbreak at CDFW Hatcheries Temporarily Halts Fish Stocking in Southern California

June 30, 2020 by kmacinty, posted in Environmental Science, Fishing (Sport), hatcheries, Water

Several California Department of Fish and Wildlife (CDFW) fish hatchery facilities in the eastern Sierra and Southern California are battling a bacterial outbreak that has the potential to cause significant losses to both hatchery and wild fish populations. The outbreak of *Lactococcus garvieae*, which is similar to streptococcus, has sickened fish at the Mojave River Hatchery and has been detected at both the Black Rock and Fish Springs hatcheries. A fourth CDFW hatchery, Hot Creek Hatchery, was originally quarantined out of caution but after testing that quarantine has been lifted.

The *L. garvieae* bacteria has never before been detected in fish in California, and CDFW must take a cautious and careful approach to ensure the protection of the state's aquatic resources – fish, hatchery facilities and public waterways. Infected fish can show symptoms including bulging eyes, lethargic or erratic swimming and increased mortality, or be asymptomatic and show no signs of infection depending on a several factors including water temperature and stress. Fish-to-human transmission of this bacteria is rare and unlikely.

Fish stocking has temporarily been halted from the facilities under quarantine while hatchery staff treats the affected fish populations and takes measures to prevent the spread of the bacteria. Planting will resume when fish have recovered from the infections and fisheries pathologists have determined that they no longer present a threat to the environment.

“This is a challenge for our hatcheries because the bacteria is previously unknown in California, and we don't have tried-and-true strategies on hand to combat it,” said Jay Rowan, environmental program manager for CDFW's Hatchery Production and Fish Health Laboratory. “A successful approach will have three components: Treating the affected fish at the hatcheries, finding the origin of the outbreak, and planning ahead to contain and prevent the spread of the bacteria. Unfortunately, we may be in for a long battle here, which means there will not be a lot of fish plants in the near future in the eastern Sierra and Southern California. I wish we could give anglers a target date for when we think we can start planting again, but it's all up to how fast and how well the fish respond to the treatments.”

Current treatment measures at the hatcheries include keeping water temperatures low, reducing stress due to crowding and other factors, introducing antibiotic medication and special diet in order to assist the fish in fighting off the infection. CDFW is currently investigating the source of the outbreak. For additional information, please see [CDFW's frequently asked questions about the \*L. garvieae\* outbreak](#).

###

## **Media Contacts:**

**Jay Rowan**, CDFW Hatchery Program, (916) 212-3164

**Harry Morse**, CDFW Communications, (208) 220-1169



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**Departments: CAO**

**TIME REQUIRED** 1 hour

**PERSONS APPEARING BEFORE THE BOARD** Bob Lawton, CAO

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

**AGENDA DESCRIPTION:**

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

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Paring down EOC activities.

**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:**

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**History**

Time	Who	Approval
7/2/2020 1:10 PM	County Administrative Office	Yes

7/2/2020 1:44 PM

County Counsel

Yes

7/2/2020 7:47 AM

Finance

Yes

Dear Mono County Board of Supervisors,

I am a Mono County resident and a nurse working in infection prevention at Northern Inyo Hospital and I have had the pleasure to have worked as the school nurse for Mono County. My purpose of writing this letter is to express my concerns related to businesses not following the mask order and in addition, to give a much needed applause to our local Public Health Officer Dr. Thomas Boo. Today, Governor Newsome made it a state order to require masks, rather than leaving it up to local counties. What has happened to the Health Officer in Orange County was appalling. And locally to see Dr. Thomas Boo who is doing a great job and working hard to keep us all safe to have local residents create a petition against him is atrocious. I want to give kudos to Dr. Boo and the *entire* Public Health Department for their tireless work to ensure public safety.

I do not know what the solution is as we are facing a unique resistance to knowledge, evidence based science and solid data even from the 1918 pandemic on the effectiveness of nonpharmacological interventions such as masks, social distancing, and cancelling large gatherings. Business owners need to be held accountable. I have been to several businesses where the directive is not being followed and many visitors to our community are not respecting our community's safety. Public health outweighs personal choice or rights. I implore you to communicate the importance of wearing masks to businesses and hold them accountable. Our police department could be helping to educate people that they encounter in public rather than an authority approach. I say that without knowing what the current stance or culture that is being conveyed by our local law enforcement. Our community needs you to put public safety first. Employees and customers of said businesses are at risk. We need to open our businesses but thoughtfully. I believe the directives in place make sense however, if they are not enforced, they are not protective.

Thank you for the opportunity to write to all of you and for the hard work you are all doing and stay safe.

Respectfully,

Colleen Moxley  
[colleenmoxley@gmail.com](mailto:colleenmoxley@gmail.com)

Dear Mammoth Lakes Town Council and Mono Board of County Supervisors:

In light of the extreme spiking of the Covid-19 virus throughout California (as well as the rest of this country), we urge you to *reverse the opening* that has begun in Mammoth Lakes and Mono County. Many of our residents are high-risk people, and their safety is at stake. Because the virus is so unpredictable, even those not considered “high-risk” could become extremely ill with life altering conditions that never completely clear.

This reversal should be done before the 4<sup>th</sup> of July. Los Angeles County currently has 1 in 70 people who is infectious. So many people come up here from the LA area, and these people are flooding into Mono County.

That wouldn't be so bad if they followed the rules and wore masks.

But they do not wear masks. In truth, no one enforces either physical/social distancing or mask wearing. Many will place a mask that only covers their mouth, which is almost worthless. Tourists become belligerent when requested to put on their masks or lift them up from their chin. Belligerence can get darker...not something we want to find out about.

Yesterday morning, one of the night managers at Vons relayed the following story. A few days ago, there was an altercation between a masked local and an unmasked tourist. When the local asked the tourist to please mask up, the tourist's response was to threaten to pull a gun.

The Town of Taos recently adopted the following set of guidelines. We might want to consider something similar. As another tourist attraction, they've experienced much the same set of issues, except many of their noncompliant tourists are from Texas. The text follows:

The Town of Taos Council considers an amendment to a civil emergency proclamation on Tuesday, June 30. *NB: This amendment passed.*

The amendment addresses non-compliance of tourists and employees with public health orders to social distance and wear masks. Here is the proposed amendment the council will consider:

4. AMENDMENTS: The Mayor has evaluated independent findings on June 25, 2020, by the Governor, Epidemiologist and Health Department of the State of New Mexico that epidemic levels of outbreak of the virus exist in neighboring states, such as Utah, Arizona, and Texas that are impacting residents in New Mexico and leading to increased spread of the virus and hospitalizations to New Mexico residents.

Further, the mayor has reviewed reporting by staff that high numbers of visitors to Taos are arriving from highly impacted states, including Florida, Texas, Georgia, Arizona, Utah, and California and that many of these states do not have or have relaxed or are not enforcing requirements for face coverings and social distancing.

Additionally, the Town has received reports and complaints from businesses and residents that numbers of these out-of-state visitors are refusing to comply with requests to maintain social

distancing or to wear face coverings when offered and that this is leading to verbal and increasing levels of confrontation, for which businesses and employees are seeking help.

The Town is also receiving reports and has conducted investigations where businesses and employees, especially in grocery stores and restaurants, are not wearing face coverings when handling or serving food.

Therefore, in order to assist businesses and employees in avoiding confrontations, the increasing potential for violence and the possibility of transmission of the virus to locals, as well as to ensure the protection of locals and visitors alike by requiring face coverings and social distancing at the municipal level, I do hereby declare the following additional public health measures to be taken and in force:

A. The wearing of face coverings when in public or interacting with the public or in a place where a person may interact with the public, deliberately or not, all persons including employees, customers, residents, and tourists over the age of 5, shall be required to wear face coverings.

B. Social distancing (maintaining a distance in all directions of a minimum of 6 feet) shall be maintained by all persons when outside of your home, temporary or permanent residence. All businesses, offices, organizations, museums, movie theaters, galleries, spas, gymnasiums, offices, health facilities, any and all commercial activities, whether for-profit or non-profit, shall provide such physical and informational measures as required to maintain social distancing between all persons.

C. Staff is directed, through the Town Manager, to produce necessary informational mechanisms so as to alert businesses, the public and tourists as to these requirements and shall develop a system of reporting and enforcement so as to ensure their implementation in consultation with the Town Code Officer, the Chief of Police and the Town Attorney.

D. Violations of this order shall be considered a petty misdemeanor, consistent with the Town Code and laws of the state of New Mexico.

5. EFFECTIVE DATE: This proclamation of civil emergency and the accompanying declared curfew shall become effective at 12:00 a.m., Tuesday, June 30, 2020.

Item D is crucial. Without teeth, no edict, law, or proclamation is worth the paper it's written on.

Sincerely,

Ann Gimpel  
Diane Eagle Kataoka



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**Departments: Finance**

<b>TIME REQUIRED</b>	15 minutes (5 minutes presentation; 10 minutes discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Janet Dutcher
<b>SUBJECT</b>	EOC Financial Update		

**AGENDA DESCRIPTION:**

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

Update about Emergency Operation Center (EOC) shared financial costs incurred through June 15, 2020 in response to the COVID-19 public health emergency.

**RECOMMENDED ACTION:**

Receive information and provide direction, if desired.

**FISCAL IMPACT:**

EOC shareable costs incurred through June 15, 2020 total \$235,772 of which Mono County's share is \$117,886. Of this amount obligated by the County, reimbursement of \$88,416 is expected from FEMA and \$14,735 from CalOES, leaving \$14,735 as our local contribution.

**CONTACT NAME:** Janet Dutcher

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Presentation - EOC shared financial costs to date</a>

**History**

Time	Who	Approval
7/2/2020 1:11 PM	County Administrative Office	Yes

6/24/2020 11:37 AM

County Counsel

Yes

7/1/2020 5:39 AM

Finance

Yes





# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

---

*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

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

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

To: Board of Supervisor

From: Janet Dutcher, Finance Director

Date: July 7, 2020

Re: EOC Shared Financial Costs incurred through June 15, 2020

### **Recommended Action:**

Receive information and provide direction, if desired.

### **Discussion:**

On March 26, your Board appropriated \$500,000 from the County's General Reserve in response to the Public Health Officer's declaration of the COVID-19 emergency (pandemic). Then, in the evening of March 15, a joint Emergency Operations Center (EOC) was opened by Mono County, the Town of Mammoth Lakes and Mammoth Lakes Fire Protection District to manage our response to the COVID-19 incident. We are tracking shared EOC expenditures separate from other COVID-19 related expenditures and these costs are discussed every week as part of the EOC Finance meeting. The information presented is limited to costs shared between the County and the Town in accordance with the Cost Sharing agreement.

Today's item will present summaries of total EOC shareable costs incurred through June 15, 2020. These costs include extra hires under supervision of the EOC command structure, and the purchase of services and supplies to support EOC efforts. These costs do not include the salary and benefits associated with the County's and Town's budgeted positions which have been redirected to fill roles within the EOC command structure.

### **Fiscal Impact:**

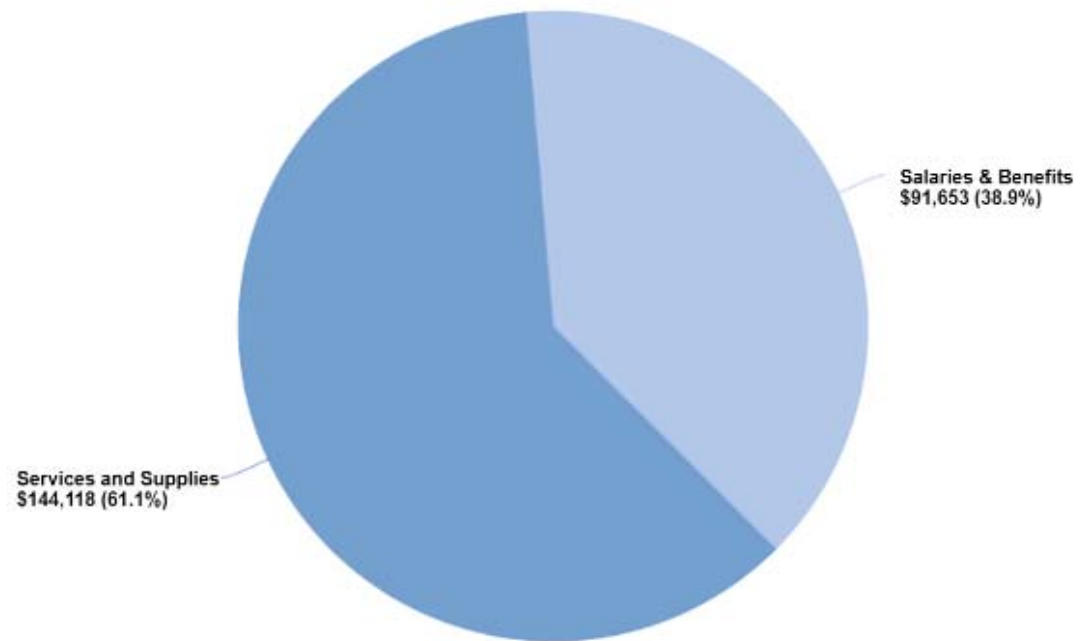
EOC shareable costs incurred through June 15, 2020 total \$235,772 of which Mono County's share is \$117,886. Mono County is expecting reimbursement of \$88,416 from FEMA and \$14,735 from CalOES, leaving \$14,735 as our local contribution.

# EOC Joint Financial Costs

Incident to date through June 15, 2020

## EOC Financial Reporting - Cost to date

Visualization

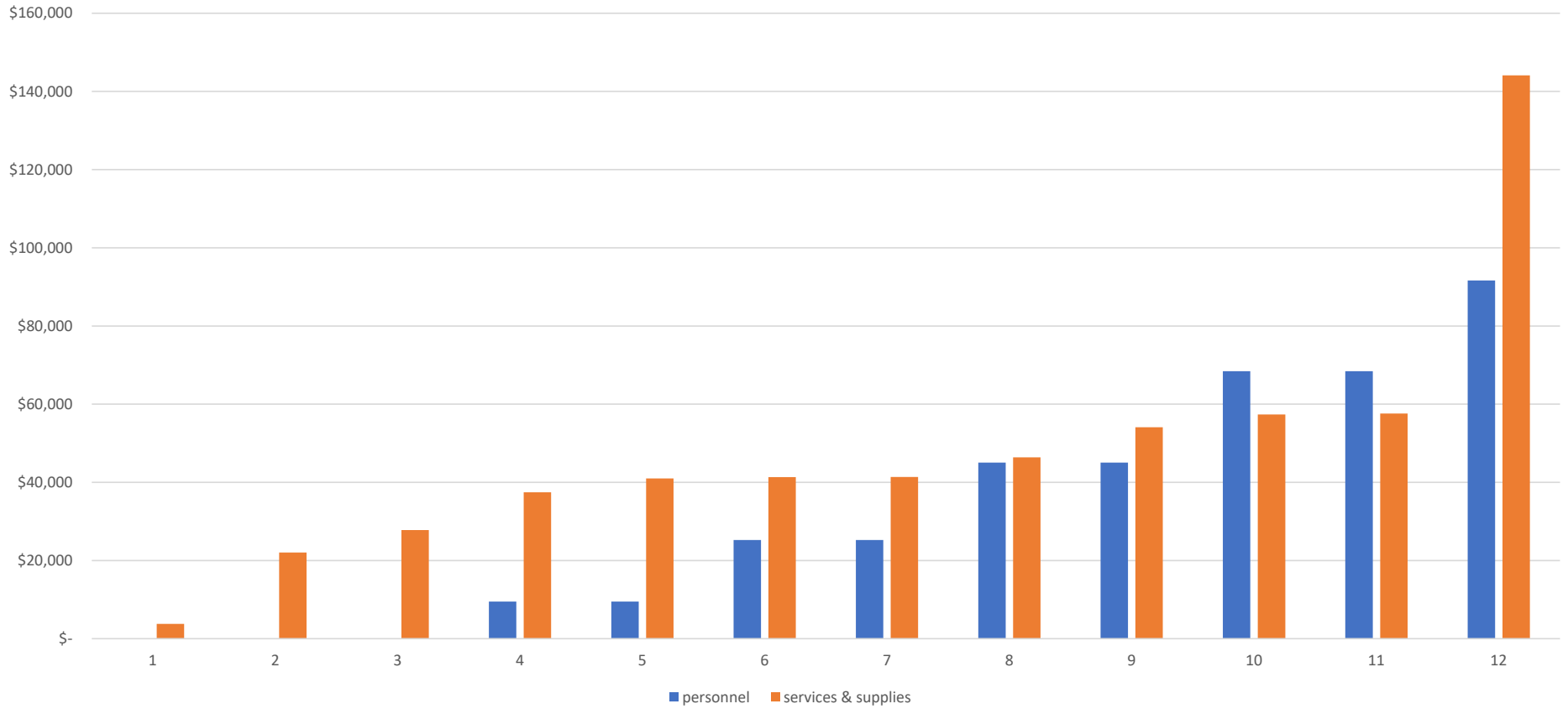


Data filtered by Expenses, Disaster Fund, GENERAL-OTHER GENERAL, EOC, No Project and exported on June 15, 2020. Created with OpenGov

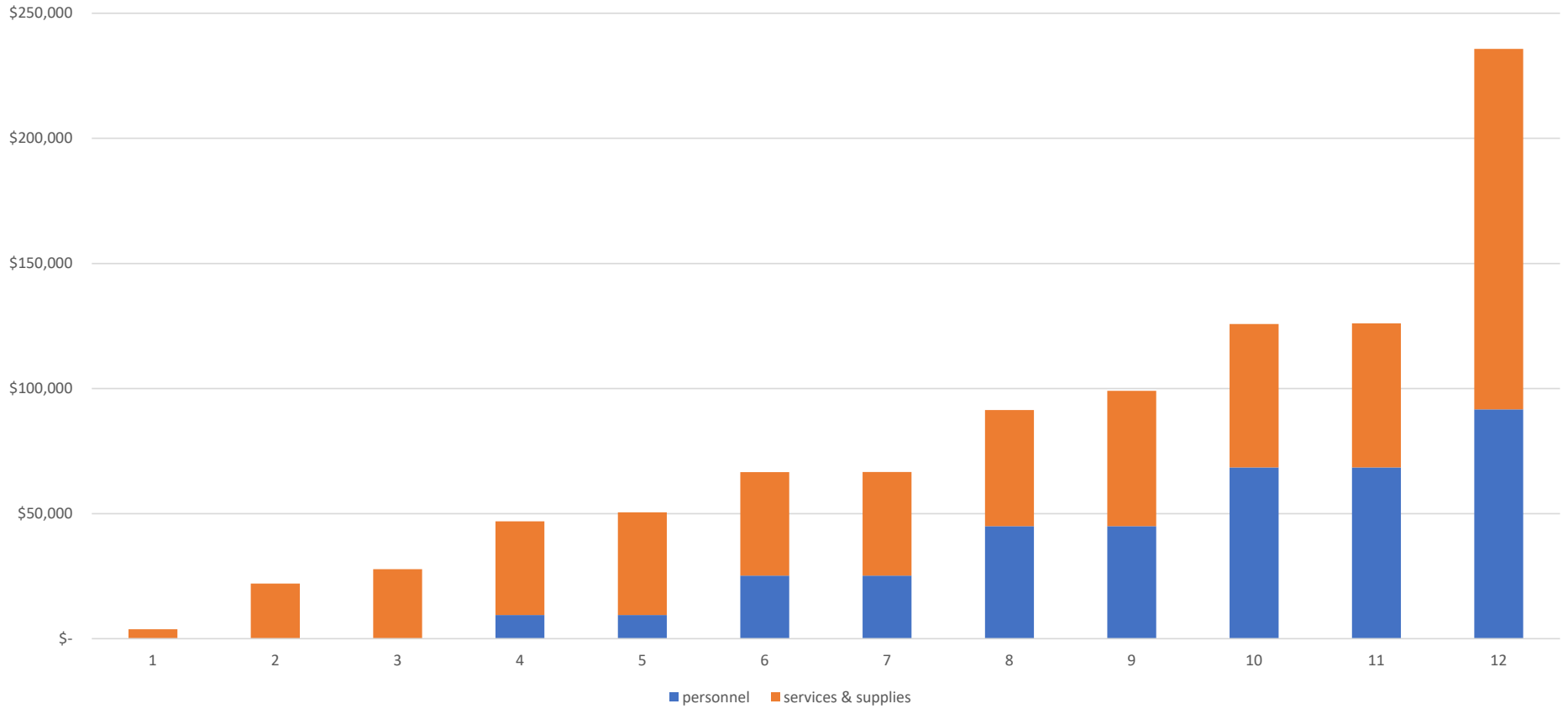
# Itemized Expenses – Incident to date thru June 15, 2020

DESCRIPTION	AMOUNT
Medical Supplies	\$124,522
Technology	15,992
Food	1,176
Office	1,073
Uniforms	355
Rent	1,000
Salaries	84,250
Employment taxes	7,403
	<b>\$235,772</b>

### Cummulative Costs by Week Payroll vs Services and Supplies



Cumulative Costs by Week  
All Costs Combined





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**Departments: Community Development**

**TIME REQUIRED** 15 minutes

**PERSONS APPEARING BEFORE THE BOARD** Bentley Regehr

**SUBJECT** Resolution to Allow Expedited Approvals of Temporary Business Operations in Response to COVID-19 Restrictions

**AGENDA DESCRIPTION:**

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

In response to restrictions due to COVID-19, Mono County Community Development has created a set of interim procedures to allow businesses to temporarily modify operations without additional permitting. Proposed changes that meet listed criteria would not require a modification to the existing permit or an application for a new permit. Interim changes would be valid through December 31, 2020, unless extended. Requests for permanent modifications would still require a use permit modification, if applicable.

**RECOMMENDED ACTION:**

Proposed Resolution R20-\_\_\_, Authorizing the Community Development Director to Allow Businesses to Make Temporary Modifications in Response to COVID-19 Without the Requirement to Obtain a Use Permit or Use Permit Modification.

**FISCAL IMPACT:**

Some minor amount of staff time for which no reimbursement is received from the applicant. Indirectly, some minor amount of increased sales tax as businesses are more likely to maintain pre-COVID capacity.

**CONTACT NAME:** Bentley Regehr

**PHONE/EMAIL:** 760-924-4602 / bregehr@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Resolution</a>

**History****Time**

7/2/2020 1:12 PM

6/30/2020 4:50 PM

7/1/2020 5:44 AM

**Who**

County Administrative Office

County Counsel

Finance

**Approval**

Yes

Yes

Yes



# Mono County Community Development Department

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PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

July 7, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Bentley Regehr, Planning Analyst

**RE:** Resolution authorizing Community Development to allow temporary modifications to businesses in response to COVID-19 restrictions.

## RECOMMENDATION

1. Adopt Resolution 20-\_\_ making the required findings.
2. Provide any additional direction to staff.

## BACKGROUND

In response to restrictions due to COVID-19, Mono County Community Development has created a set of interim procedures to allow businesses to temporarily modify operations without additional permitting. Proposed changes within the criteria below will not require a modification to the existing permit or an application for a new permit. Interim changes are valid through December 31, 2020, but may be extended depending on restrictions. Requests for permanent modifications will require a use permit modification, if applicable; however, businesses can operate under the temporary authorization while the modification is processed.

## DISCUSSION

The following may be considered under temporary modifications:

Outdoor pick-up: The temporary use of tents or shade coverings are permitted in areas designated for pick-up, provided the coverings do not interfere with right-of-way, parking, circulation, or other requirements. Businesses designated as “essential” by the California Department of Public Health may also use temporary structures, signs, and waiting areas. Businesses may reduce parking if warranted by operations.

Expansion of Outdoor Business: Businesses may expand outdoor seating, retail, and waiting areas, provided Mono County General Plan requirements are met and the seating does not interfere with right-of-way, parking, circulation, or other requirements. Exceptions to parking requirements may be granted based on an evaluation of available parking in the area.

Sign Exceptions: Banners, signs or decorative materials are permitted (Mono County General Plan Land Use Element §07.020.I.) and shall be removed when the interim period expires. The number and location of new signs should be shown on the submitted site plan.

All modifications must meet safety and maintenance standards. The placement of temporary structures or signs shall not interfere with public safety, including pedestrian and vehicular right-of-way. All temporary structures, seating, signs, and other modifications must be kept in good repair.

Modifications that create a nuisance or are not in compliance with standards under the Mono County General Plan are to be removed promptly. Upon expiration of the interim operating procedures (December 31, 2020, unless extended), operations shall be returned to their prior state. Permanent changes are subject to standard permitting procedures.

Businesses applying for temporary modifications are asked to submit the following for review:

1. Contact Information (email and phone number)
2. Business name and address
3. Site plan with the following:
  - Existing Structures
  - Additions (new outdoor seating areas, delivery areas, etc.)
  - New signs
  - Parking areas and pedestrian/vehicular circulation
4. Description of changes, including new decorative materials

This staff report has been reviewed by the Community Development Director.

#### **ATTACHMENT**

1. Resolution R20-\_\_ authorizing Community Development to allow temporary modifications to businesses in response to COVID-19 restrictions.



R 20-\_\_

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO ALLOW  
BUSINESSES TO MAKE TEMPORARY MODIFICATIONS IN RESPONSE  
TO COVID-19 WITHOUT THE REQUIREMENT TO OBTAIN  
A USE PERMIT OR USE PERMIT MODIFICATION

W H E R E A S, on M arch 4, 2020, G overnor N ew som issued a P roclama tion of a  
State of Em ergency in the State of C alifornia related to the C O V I D -19 pande m ic; and

W H E R E A S, on M arch 15, 2020, the M ono County H ealth O fficer declared a  
Local H ealth Em ergency related to the C O V I D -19 pande m ic. The declaration w as  
ratified by the M ono County Board of Supervisors on M arch 17, 2020, and the Board  
also declared a State of Em ergency under the C alifornia Em ergency Services A ct; and

W H E R E A S, the State of C alifornia has begun authorizing certain businesses,  
w hich w ere previously ordered to close pursuant to federal, state and local stay-at-  
hom e orders, to begin reopening to the public provided state-m andated safety  
m easures are im plem ented; and

W H E R E A S, the County has received requests from businesses seeking to use  
areas for outdoor dining, seating and retail in order to ensure safety protocols are  
follow ed, including the im plem entation of six feet of physical separation betw een  
individuals w ho are not part of a single household unit; and

W H E R E A S, the Board now desires to allow certain temporary modified uses to  
help facilitate the operational needs of these individual businesses during the C O V I D -  
19 pande m ic.

N O W , T H E R E F O R E , T H E B O A R D O F S U P E R V I S O R S O F T H E C O U N T Y O F  
M O N O R E S O L V E S t h a t :

S E C T I O N O N E : A n o v e r r i d i n g p u b l i c i n t e r e s t e x i s t s t o j u s t i f y t h e a u t h o r i z a t i o n  
of temporary modifications to allow businesses to operate safely during the C O V I D -19  
pande m ic.

S E C T I O N T W O : T h e C o m m u n i t y D e v e l o p m e n t D i r e c t o r i s h e r e b y a u t h o r i z e d  
to, w i t h i n h e r d i s c r e t i o n , a l l o w b u s i n e s s e s t o m a k e t e m p o r a r y m o d i f i c a t i o n s t o t h e i r  
operations in response to the C O V I D -19 pande m ic w i t h o u t t h e r e q u i r e m e n t t o o b t a i n a  
use permit or use permit modification provided :

1           A . The temporary modification meets all applicable requirements of  
2 the Mono County General Plan;

3           B . The temporary modification and any placement of temporary  
4 structures or signs does not interfere with public safety, including but not  
5 limited to, pedestrian and vehicular right-of-way;

6           C . All temporary structures, seating, signs, and other modifications  
7 are kept in good repair; and

8           D . All businesses implementing modifications understand and agree  
9 that all modifications allowed pursuant to this Resolution are strictly  
10 temporary and must be removed on a date established by the Community  
11 Development Director.

12           SECTION THREE: Modifications that create a nuisance or are not in compliance  
13 with standards under the Mono County General Plan are to be removed promptly.

14           SECTION FOUR: The authorization delegated pursuant to this Resolution shall  
15 expire on December 31, 2020, unless extended, at which time all temporary  
16 modifications shall cease, and operations shall be returned to their prior state.

17           SECTION FIVE: Nothing in this Resolution shall be construed to allow  
18 permanent changes to any operation and all permanent modifications are subject to  
19 standard permitting procedures.

20           PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
21 2020, by the following vote, to wit:

22           A YES:  
23           NOES:  
24           ABSENT:  
25           ABSTAIN:

26 Supervisors

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

27           ATTEST:

APPROVED AS TO FORM:

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

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 7, 2020

**Departments: Elections**

**TIME REQUIRED** 20 minutes (10 minute presentation;  
10 minute discussion)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Shannon Kendall, Clerk - Recorder -  
Registrar

**SUBJECT** Recommendations for November 3,  
2020 General Election

### AGENDA DESCRIPTION:

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

Update on November 3, 2020 General Election - Changes to vote-by-mail and in-person voting requirements due to COVID-19 Pandemic.

### RECOMMENDED ACTION:

Authorize the Mono County Registrar of Voters to follow the requirements and guidelines set forth in Executive Orders N-64-20 and N-67-20 for the November 3, 2020 General Election as detailed in the staff report.

### FISCAL IMPACT:

Unknown at this time. Expected increase in cost to mail vote-by-mail ballots to all voters but should be offset by new federal Help America Vote Act (HAVA) funding by the CARES Act with a 20% match. Allocation to our county is yet to be determined.

**CONTACT NAME:** Shannon Kendall

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">AB 860</a>
<a href="#">SB 423</a>
<a href="#">SOS CCROV 20111</a>
<a href="#">Ballot Box Pamphlet</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/2/2020 1:11 PM	County Administrative Office	Yes
7/2/2020 10:02 AM	County Counsel	Yes
7/2/2020 7:47 AM	Finance	Yes



## CLERK – RECORDER – REGISTRAR COUNTY OF MONO

---

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5537 • FAX (760) 932-5531

*Shannon Kendall*  
*Registrar of Voters*  
(760) 932-5533  
[skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)

To: Honorable Mono County Board of Supervisors

From: Shannon Kendall, Registrar of Voters

Date: July 7, 2020

Subject: November 3, 2020 General Election – Changes to Vote-By Mail and In-Person Voting Requirements Due to COVID-19 Pandemic

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### **Discussion:**

As part of the COVID-19 pandemic, Governor Newsom issued Executive Order (EO) N-64-20 on May 8, 2020 ordering vote-by-mail ballots be sent to every registered voter for the November 3, 2020 General Election. This executive order, however, did not change or modify the requirements governing in-person voting requirements, such as the number of polling places per precinct and their days/hours of operation, due to the COVID-19 pandemic. Accordingly, on June 3, 2020, Governor Newsom issued a subsequent order, EO N-67-20, that sets forth in-person voting requirements for the November 3, 2020 General Election.

EO N-67-20 changes or modifies the minimum requirements for in-person voting otherwise codified in the Election's Code. Most notably for the County, the executive order requires, at a minimum, the following: (i) at least one (1) polling place be available for early voting in the County from Saturday, October 31, 2020, through Monday, November 2, 2020, for at least 8 hours (during regular hours convenient for members of the public) each day, and on Tuesday, November 3, 2020, from 7:00 a.m. until 8:00 p.m.; (ii) at least two (2) vote-by-mail ballot drop-off locations be available in the County beginning no later than 9:00 a.m. on Tuesday, October 6, 2020, and continuing during regular business hours each day through the close of voting on Tuesday, November 3, 2020; and (iii) at least one (1) of these vote-by-mail ballot drop-off locations be fully accessible to the public for at least 12 hours each day (during regular hours convenient for members of the public) between Tuesday, October 6, 2020 and Tuesday, November 3, 2020. These requirements are minimums; however, EO N-67-20 encourages counties to exceed these minimum standards, as well as those set forth in the Elections Code, to maximize voter participation consistent with mitigation measures recommended by public health officials in response to the COVID-19 pandemic. Both EOs are attached hereto for reference.

Mono County Board of Supervisors

RE: November 3, 2020 General Election – Changes to Vote-By Mail and In-Person Voting Requirements Due to COVID-19 Pandemic

July 7, 2020

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It is worth noting that EO N-67-20 is not without controversy. On June 12, 2020, the Sutter County Superior Court issued a temporary restraining order (TRO) suspending the EO following the filing of an ex parte application claiming the EO to be unconstitutional. Generally, all voting requirements, including in-person voting requirements, are established by the Legislature, and codified in the Elections Code. Staff has not reviewed the ex parte application but understands, based on the TRO issued by the Sutter Superior Court, that plaintiffs/petitioners claim EO N-67-20 is an impermissible use of legislative powers by the Governor because it unilaterally overrides existing in-person voting requirements set forth in the Elections Code. On June 16, 2020, the Third District Court of Appeals in Sacramento issued an order staying the TRO. Thereafter, on June 18, 2020, Assembly Bill 860 (AB860) was validly enacted by the Legislature and Governor. AB860 codifies in the Election Code several of the changes and modifications set forth in EO N-67-20 and went into effect immediately to apply to counties' implementation of the November 3, 2020 General Election activities. Currently, another bill, Senate Bill 423 (SB423), which will include the remainder of the in-person voting changes and modifications included in EO N-67-20 but not included in AB860, is close to completing its legislative journey. Staff believes it is likely that SB423 will be enacted in the month of July and it includes an urgency clause providing that it will take effect immediately (and thus in advance of counties' implementation of November 3, 2020 General Election activities). If both AB860 and SB423 are enacted, they will moot the lawsuit challenging EO N-67-20 and the stay thereof will be vacated.

Today's item is to present and allow the Board the opportunity to discuss the changes and modifications to the vote-by-mail and in-person voting requirements that will most likely apply to the November 3, 2020 General Election and to provide staff direction on the Board's preference for implementation of the changes/modifications so that the Registrar's Office can adequately and efficiently move forward with the planning process for the upcoming election.

Consistent with what is currently included in EOs N-64-20 and N-67-20 and what staff believes will be included in the Election Code following the enactment of AB860 and SB423, the Registrar's Office proposes the following vote-by-mail and in-person voting options for the November 3, 2020 General Election:

1. Mail every *active* registered voter in Mono County a vote-by-mail ballot.
2. Implement the approved Secretary of State's ballot tracking program, BallotTrax, as well as Intelligent Mail Barcodes (IMB) on all vote-by-mail envelopes which will allow voters to easily track their ballot.
3. Permit any voter to cast a ballot using a remote accessible vote-by-mail (RAVBM) system which was used in the March 2020 Primary Election for accessible and military/overseas voters.



Mono County Board of Supervisors

RE: November 3, 2020 General Election – Changes to Vote-By Mail and In-Person Voting Requirements Due to COVID-19 Pandemic

July 7, 2020

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4. Extend the deadline to receive vote-by-mail ballots from 3 days to 17 days after election day.
5. Begin processing all vote-by-mail ballots 29 days before election day as opposed to 10 days prior.
6. Establish consolidated precincts within the same physical polling locations as long as one polling location is provided for every 10,000 registered voters. Mono County has less than 7,000 registered voters, and so one polling location is sufficient and staff proposes a Mammoth Lakes location due to population base.
7. Open the Mammoth Lakes polling location the Saturday before the election and keep it open all the way through election day. Staff is recommending the polling place be open from 8:00 a.m. till 4:00 p.m. Saturday, Sunday, and Monday and from 7:00 a.m. until 8:00 p.m. on Election Day. This will require additional staff and coverage.
8. Provide two (2) in-person drop off locations (the Bridgeport office and one county office in Mammoth to be determined) and plan to provide secure ballot boxes around the county at each of our regular polling locations which are currently located at the following community centers: Walker, June Lake, Chalfant, and Long Valley. Staff also anticipates having a ballot box at the Civic Center in Mammoth Lakes and one in Bridgeport – all outside, secure, and easily accessible for voters to deposit their completed vote-by-mail ballots.

Due to COVID-19 related safety concerns for county employees, volunteers, and voters, and in light of the expected resurgence of the virus during the fall and winter months, staff's goal will be to encourage all voters to cast their votes by mail or deposit their ballot in secure ballot box to minimize public use and congregation, and thus the spread of COVID-19, at polling places. Staff will provide extensive public education and outreach (via radio, print and appropriate meeting venues) to answer voter questions and provide feedback. Staff will take additional time and effort to provide voters assurance that vote-by-mail ballots are safe, easy to vote/return, and most importantly that they *do* count. Staff will use statistical information from past elections to help voters understand how many permanent vote-by-mail voters are registered in Mono County and how high the percentage rate is of returned mailed ballots, to avoid any misconception that changes or modifications to in-person voting requirements are negatively affecting any person's right to vote or suppressing the vote generally.

As explained above, the Registrar's Office is proposing to have only one in-person voting location in the County, likely to be located in Mammoth Lakes. However, staff strongly encourages voters to vote safely by mail. All vote-by-mail ballot envelopes have pre-paid return postage so that it is free to return to the post office. Based on past elections and experience, there is no reason that Mono County cannot conduct this

Mono County Board of Supervisors

RE: November 3, 2020 General Election – Changes to Vote-By Mail and In-Person  
Voting Requirements Due to COVID-19 Pandemic

July 7, 2020

Page 4 of 5

election mostly by mail, to provide minimal in-person voting options, and have a successful November 3, 2020 General Election.

**Recommended Action:**

Authorize the Mono County Registrar of Voters to follow the requirements and guidelines set forth in EO N-64-20 and EO N-67-20 for the November 3, 2020 General Election by mailing a vote-by-mail ballot to all registered voters *and* by providing one consolidated polling location (that will adhere to strict health, social distancing, and sanitizing guidelines in consultation with the Risk Manager's Office) to be located in Mammoth Lakes, that will be open the Saturday before the November 3, 2020 General Election, up to and including Election Day - 8:00 a.m. until 4:00 p.m. the three days prior to the Election and from 7:00 a.m. until 8:00 p.m. on Election Day.

**Fiscal Impact:**

There is new federal funding available for election activities related to the COVID-19 pandemic. \$400 million has been allocated and staff is waiting to see what Mono County's share will be. This funding requires a 20% match, but there may be some flexibility to use such things as staff time to count towards that match. Regardless, staff will have approximately 2,500 more vote-by-mail ballots, envelopes, and postage to pay for as a result of the changes/modifications to be implemented for the November 3, 2020 General Election, which will be in addition to the total cost of running the in-person voting location (with the additional days it will be open), including additional ballots at the site.

If you have any questions regarding the changes or modifications to be implemented for the November 3, 2020 General Election or the Registrar Office's recommended action for conducting the election, please contact me at (760) 932-5530 or [skendall@mono.ca.gov](mailto:skendall@mono.ca.gov).

Sincerely,

Shannon Kendall  
Mono County Clerk-Recorder-Registrar

Enclosures: Executive Order N-64-20  
Executive Order N-67-20  
Assembly Bill 860  
Senate Bill 423  
Secure Ballot Box Pamphlet

Mono County Board of Supervisors

RE: November 3, 2020 General Election – Changes to Vote-By Mail and In-Person  
Voting Requirements Due to COVID-19 Pandemic

July 7, 2020

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## Assembly Bill No. 860

### CHAPTER 4

An act to amend Sections 3019.7, 3020, and 15101 of, and to add Sections 3000.5 and 3016.7 to, the Elections Code, relating to elections, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor June 18, 2020. Filed with Secretary of State June 18, 2020.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 860, Berman. Elections: vote by mail ballots.

Under existing law, a registered voter may vote by mail by requesting a vote by mail ballot for a specific election or by becoming a permanent vote by mail voter. County elections officials must begin mailing ballots and other required materials to these voters no later than 29 days before the day of the election. Existing law, the California Voter's Choice Act, authorizes any county to conduct any election occurring on or after January 1, 2020, as an all-mailed ballot election if specified conditions are met. In an all-mailed ballot election held under the act, the county elections official must mail a ballot to every registered voter, regardless of whether the voter requested a vote by mail ballot or is a permanent vote by mail voter.

This bill would require county elections officials to mail a ballot to every registered voter for the November 3, 2020, statewide general election.

Existing law requires county elections officials to permit voters with a disability, and military or overseas voters, to cast a ballot using a certified remote accessible vote by mail system.

This bill would require county elections officials to permit any voter to cast a ballot using a certified remote accessible vote by mail system for the November 3, 2020, statewide general election.

Existing law requires the Secretary of State to establish, by January 1, 2020, a system that a county elections official may use to allow a voter to track the voter's vote by mail ballot through the mail system and processing by the county elections official. County elections officials are not required to use the system, however.

This bill would require county elections officials to use the Secretary of State's system, or a system that meets the same specifications, for the November 3, 2020, statewide general election.

Under existing law, a vote by mail ballot is timely cast if it is voted on or before election day and, if returned by mail, received by the voter's elections official via the United States Postal Service, or a bona fide private mail delivery company, no later than 3 days after election day.

This bill would, for the November 3, 2020, statewide general election, extend the deadline by which vote by mail ballots must be received by the county elections official to the 17th day after election day.

Under existing law, any jurisdiction having the necessary computer capability may start to process vote by mail ballots on the 10th business day before the election. This processing includes opening vote by mail ballot return envelopes, removing ballots, duplicating any damaged ballots, and preparing the ballots to be machine read, or machine reading them, including processing write-in votes so that they can be tallied by the machine, but under no circumstances may a vote count be accessed or released until 8 p.m. on the day of the election.

This bill would authorize these jurisdictions, for the November 3, 2020, statewide general election, to begin processing vote by mail ballots on the 29th day before the election.

By requiring county elections officials to mail a ballot to every registered voter, and to take other actions expanding vote by mail voting, including making remote accessible voting available to all voters, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

This bill would declare that it is to take effect immediately as an urgency statute.

*The people of the State of California do enact as follows:*

SECTION 1. The Legislature finds and declares all of the following:

(a) To maintain a healthy democracy in California, it is important to encourage eligible voters to vote and to ensure that residents of the state have the tools needed to participate in every election.

(b) Vote by mail voting has become the means by which most Californians exercise their right to vote. In the most recent statewide general election, held in November 2018, 65.31 percent of voters used a vote by mail ballot. Just 10 years ago, in the November 2010 statewide general election, only 48.44 percent of voters used a vote by mail ballot.

(c) Preliminary data indicates that for the March 2020 statewide primary election, approximately 78 percent of registered voters received a ballot in the mail.

(d) Shortly after the March 2020 statewide primary election, the Governor and local governments declared states of emergency and took steps to reduce the spread of COVID-19. One of the early steps taken by the Governor was to order that three pending special elections be conducted as all-mailed

ballot elections. This order was issued based on concerns that widespread in-person voting would conflict with public health officials' guidance on COVID-19.

(e) Since California held its statewide primary election in March 2020, at least 16 states have either postponed their scheduled primary elections, or switched them to vote by mail elections, due to concerns that conducting in-person voting during the spread of COVID-19 would threaten the health and safety of voters, election workers, and the general public.

(f) In Wisconsin's statewide primary election conducted on April 7, 2020, during which millions of voters had no choice but to vote in person, elections officials were forced to significantly reduce the number of polling locations because of COVID-19. In Milwaukee, the number of polling locations open on election day was reduced by more than 97 percent.

(g) A statewide general election will be held in California on November 3, 2020, and it is uncertain whether by that date the COVID-19 pandemic will have subsided and what social distancing guidelines will remain in place. Even if the pandemic has subsided by the time of the election, many voters may nonetheless be uncomfortable with in-person voting because of health concerns.

(h) Broadening the ability of California residents to engage in the democratic process will yield more representative election results and will ensure that the voices of more California residents are heard.

(i) Mailing every voter a ballot for the November 2020 statewide general election is an important step in promoting resilience in the state's elections and ensuring that every California voter will have the opportunity to fill out their ballot in a safe manner.

(j) Consistent with paragraph (2) of subdivision (a) of Section 2226 of the Elections Code, and with the longstanding interpretation by state and local elections officials of Sections 4000 to 4108, inclusive, of the Elections Code governing the conduct of all-mailed ballot elections and of Section 3005 of the Elections Code governing mailed ballot precincts, nothing in this act is intended, and shall not be construed, to mean that a voter with an inactive voter registration status shall receive a vote by mail ballot for the November 3, 2020, statewide general election.

SEC. 2. Section 3000.5 is added to the Elections Code, to read:

3000.5. (a) Notwithstanding any other law, for the statewide general election to be held on November 3, 2020, the county elections official shall, no later than 29 days before the day of the election, begin mailing the materials specified in Section 3010 to every registered voter in the county. The county elections official shall have five days to mail a ballot to each person who is registered to vote on the 29th day before the day of the election and five days to mail a ballot to each person who is subsequently registered to vote. The county elections official shall not discriminate against any region or precinct in the county in choosing which ballots to mail first within the prescribed five-day mailing period.

(b) The distribution of vote by mail ballots to all registered voters does not prevent a voter from voting in person at a polling place, vote center, or other authorized location.

SEC. 3. Section 3016.7 is added to the Elections Code, to read:

3016.7. For the statewide general election to be held on November 3, 2020, the county elections official shall permit any voter to cast a ballot using a certified remote accessible vote by mail system, regardless of whether the voter is a voter with disabilities or a military or overseas voter.

SEC. 4. Section 3019.7 of the Elections Code is amended to read:

3019.7. (a) Not later than January 1, 2020, the Secretary of State shall establish a system that a county elections official may use to allow a vote by mail voter to track the voter's vote by mail ballot through the mail system and as the vote by mail ballot is processed by the county elections official. The system established pursuant to this section shall, at a minimum, allow a voter to register to receive information via email or text message from the county elections official about the status of the voter's vote by mail ballot, including all of the following information:

(1) A notification when the ballot has been delivered by the county elections official to the United States Postal Service.

(2) A notification of the date, based on information from the United States Postal Service, that the voter's ballot is expected to be delivered to the voter.

(3) A notification if the voter's ballot is returned as undeliverable to the county elections official by the United States Postal Service.

(4) A notification when the voter's completed ballot has been received by the county elections official.

(5) A notification that the voter's completed ballot has been counted, or, if the ballot cannot be counted, a notification of the reason why the ballot could not be counted and instructions of any steps that the voter can take in order to have the ballot counted.

(6) A reminder of the deadline for the voter to return the voter's ballot if the county elections official has not received a voter's completed ballot by specified dates as determined by the county elections official.

(b) The Secretary of State shall make the system established pursuant to subdivision (a) available for use by each county. A county elections official may use the system for the purpose of complying with Section 3019.5.

(c) The Secretary of State shall use funds provided to the state pursuant to the federal Help America Vote Act of 2002 (52 U.S.C. Sec. 20901 et seq.) to develop the system described in this section. The Secretary of State shall implement this section only to the extent that these funds are available.

(d) For the statewide general election to be held on November 3, 2020, the county elections official shall use the system established by the Secretary of State pursuant to subdivision (a), unless the county makes available to voters a different vote by mail ballot tracking system that meets or exceeds the level of service provided by the Secretary of State's system.

SEC. 5. Section 3020 of the Elections Code is amended to read:

3020. (a) All vote by mail ballots cast under this division shall be received by the elections official from whom they were obtained or by the precinct board no later than the close of the polls on election day.

(b) Notwithstanding subdivision (a), any vote by mail ballot cast under this division shall be timely cast if it is received by the voter's elections official via the United States Postal Service or a bona fide private mail delivery company no later than three days after election day and either of the following is satisfied:

(1) The ballot is postmarked on or before election day or is time stamped or date stamped by a bona fide private mail delivery company on or before election day.

(2) If the ballot has no postmark, a postmark with no date, or an illegible postmark, the vote by mail ballot identification envelope is date stamped by the elections official upon receipt of the vote by mail ballot from the United States Postal Service or a bona fide private mail delivery company, and is signed and dated pursuant to Section 3011 on or before election day.

(c) For purposes of this section, "bona fide private mail delivery company" means a courier service that is in the regular business of accepting a mail item, package, or parcel for the purpose of delivery to a person or entity whose address is specified on the item.

(d) Notwithstanding subdivisions (a) and (b), for the statewide general election to be held on November 3, 2020, any vote by mail ballot cast under this division shall be timely cast if it is received by the voter's elections official via the United States Postal Service or a bona fide private mail delivery company by the 17th day after election day and either of the following is satisfied:

(1) The ballot is postmarked on or before election day, is time stamped or date stamped by a bona fide private mail delivery company on or before election day, or it is otherwise indicated by the United States Postal Service or a bona fide private mail delivery company that the ballot was mailed on or before election day.

(2) If the ballot has no postmark, a postmark with no date, or an illegible postmark, and no other information is available from the United States Postal Service or the bona fide private mail delivery company to indicate the date on which the ballot was mailed, the vote by mail ballot identification envelope is date stamped by the elections official upon receipt of the vote by mail ballot from the United States Postal Service or a bona fide private mail delivery company, and is signed and dated pursuant to Section 3011 on or before election day.

SEC. 6. Section 15101 of the Elections Code is amended to read:

15101. (a) Any jurisdiction in which vote by mail ballots are cast may begin to process vote by mail ballot return envelopes beginning 29 days before the election. Processing vote by mail ballot return envelopes may include verifying the voter's signature on the vote by mail ballot return envelope pursuant to Section 3019 and updating voter history records.

(b) (1) Any jurisdiction having the necessary computer capability may start to process vote by mail ballots on the 10th business day before the



election. Processing vote by mail ballots includes opening vote by mail ballot return envelopes, removing ballots, duplicating any damaged ballots, and preparing the ballots to be machine read, or machine reading them, including processing write-in votes so that they can be tallied by the machine, but under no circumstances may a vote count be accessed or released until 8 p.m. on the day of the election. All other jurisdictions shall start to process vote by mail ballots at 5 p.m. on the day before the election.

(2) For the statewide general election to be held on November 3, 2020, any jurisdiction having the necessary computer capability may start to process vote by mail ballots on the 29th day before the election. Processing vote by mail ballots includes opening vote by mail ballot return envelopes, removing ballots, duplicating any damaged ballots, and preparing the ballots to be machine read, or machine reading them, including processing write-in votes so that they can be tallied by the machine, but under no circumstances may a vote count be accessed or released until 8 p.m. on the day of the election. All other jurisdictions shall start to process vote by mail ballots at 5 p.m. on the day before the election.

(c) Results of any vote by mail ballot tabulation or count shall not be released before the close of the polls on the day of the election.

SEC. 7. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SEC. 8. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

To ensure that county elections officials have sufficient time to prepare and mail a ballot to every registered voter in advance of the November 3, 2020, statewide general election, it is necessary for this act to take effect immediately.

AMENDED IN ASSEMBLY JULY 13, 2020

AMENDED IN ASSEMBLY MAY 27, 2020

AMENDED IN ASSEMBLY MAY 5, 2020

AMENDED IN SENATE APRIL 9, 2019

**SENATE BILL**

**No. 423**

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**Introduced by Senator Umberg** and Assembly Member Berman

February 21, 2019

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An act to add and repeal Chapter 7 (commencing with Section 1600) of Division 1 of the Elections Code, relating to ~~elections~~; *elections, and declaring the urgency thereof, to take effect immediately.*

LEGISLATIVE COUNSEL'S DIGEST

SB 423, as amended, Umberg. November 3, 2020, statewide general election.

Existing law authorizes counties, on or after specified dates, to conduct any election as an all-mailed ballot election if, among other conditions, the county elections official provides for ballot drop-off locations and vote centers meeting minimum requirements. Vote centers are required to be open from the 10th day before the election until election day, as specified.

This bill would authorize a county for the November 3, 2020, statewide general election to not have its vote centers open before the 3rd day prior to the election.

In counties without all-mailed ballot procedures, existing law requires the elections official to divide the jurisdiction into precincts meeting certain requirements and to designate a polling place for each precinct.

This bill would provide an alternative procedure for the November 3, 2020, statewide general election authorizing the elections official to

establish consolidated precinct boards, located within the same physical polling place, serving the voters residing in multiple adjacent precincts, as provided.

For the November 3, 2020, statewide general election, the bill would also (1) require elections officials to conduct a voter education and outreach campaign, (2) urge counties to provide drive-through ballot drop-off or voting locations, (3) authorize elections officials to establish vote centers, polling places, or consolidated polling places in locations whose primary purpose is the sale and dispensation of alcoholic beverages, (4) require the Secretary of State to establish a process to consider requests from counties to adjust or *partially* waive the minimally required number, *location*, or operational duration, of vote centers, consolidated polling places, or ballot drop-off locations, (5) require the Secretary of State to conduct a statewide voter education and outreach campaign regarding new procedures in place for the election, and (6) require the Secretary of State to establish a strike team to assist counties as needed to acquire suitable locations for vote centers, polling places, and consolidated polling places as well as other assets necessary for the safe and successful conduct of the election.

By imposing new requirements on counties, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

*This bill would declare that it is to take effect immediately as an urgency statute.*

Vote: ~~majority~~<sup>2/3</sup>. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. (a) The Legislature finds and declares all of the
- 2 following:
- 3 (1) To maintain a healthy democracy in California, it is
- 4 important to encourage eligible voters to vote and to ensure that

1 residents of the state have the tools needed to participate in every  
2 election.

3 (2) When California conducts the November 3, 2020, statewide  
4 general election, it is unknown to what degree the COVID-19  
5 pandemic will still pose a threat to public health. The state and its  
6 counties need to begin taking action now to procure supplies and  
7 equipment, secure voting locations, enlist volunteers, and draw up  
8 plans, among other steps, to ensure that the November 3, 2020,  
9 statewide general election is held in a manner that is accessible,  
10 secure, and safe.

11 (3) To preserve public health in the face of the threat of  
12 COVID-19, and to ensure that the November election is accessible,  
13 secure, and safe, all Californians will be empowered to vote by  
14 mail, from the safety of their own homes, pursuant to Governor  
15 Newsom’s Executive Order N-64-20, issued on May 8, 2020, and  
16 as proposed by Assembly Bill 860 of the 2019–20 Regular Session.

17 (4) However, many Californians will still need access to  
18 in-person voting opportunities, including, but not limited to,  
19 individuals with disabilities, individuals who speak languages  
20 other than English, individuals experiencing homelessness,  
21 individuals who never received their vote-by-mail ballot, lost or  
22 damaged their ballot, or need to register to vote, as well as others  
23 who may find vote-by-mail less accessible than in-person voting.  
24 We owe these Californians safe in-person voting opportunities this  
25 November.

26 (b) It is the intent of the Legislature in enacting this act to do  
27 all of the following:

28 (1) To ensure that the November 3, 2020, statewide general  
29 election is conducted in a manner that protects and strengthens  
30 access for low-propensity voters and voters who have no history  
31 of voting by mail, first-time voters such as young voters and newly  
32 naturalized voters, housing insecure voters, and other voters who  
33 may be disproportionately impacted by the changes to election  
34 procedures that were necessitated by the COVID-19 pandemic.

35 (2) To ensure that safe, in-person voting opportunities are  
36 available this November in a manner that is consistent with public  
37 health guidance and requirements.

38 (3) To provide flexibility to counties in conducting the election  
39 in recognition of the challenges to election administration posed  
40 by the COVID-19 pandemic, while limiting changes to in-person

1 voting opportunities to the minimum changes necessary to ensure  
 2 that the election can be conducted in a manner consistent with  
 3 public health requirements.

4 (4) To redirect any money that is saved from a reduction of  
 5 in-person voting locations into voter education and outreach for  
 6 the November 3, 2020, statewide general election.

7 SEC. 2. Chapter 7 (commencing with Section 1600) is added  
 8 to Division 1 of the Elections Code, to read:

9

10 CHAPTER 7. NOVEMBER 3, 2020, STATEWIDE GENERAL ELECTION

11

12 1600. This chapter applies only to the November 3, 2020,  
 13 statewide general election.

14 1601. Notwithstanding Sections 4005 and 4007, a county that  
 15 conducts the November 3, 2020, statewide general election  
 16 pursuant to either of those sections is not required to have its vote  
 17 centers open before the third day prior to the election.

18 1602. (a) A county that does not conduct the November 3,  
 19 2020, statewide general election pursuant to either Section 4005  
 20 or 4007 may choose to follow the procedures described in this  
 21 section as an alternative to procedures that would otherwise be  
 22 applicable in that county.

23 (b) (1) While maintaining separate geographical precincts under  
 24 the existing limits on number of voters provided in Section 12223,  
 25 the elections official may establish consolidated precinct boards,  
 26 located within the same physical polling place, serving the voters  
 27 residing in multiple adjacent precincts established pursuant to  
 28 Section 12223 at a maximum ratio of one consolidated precinct  
 29 board location ~~per 10 precincts, not to exceed a total of 10,000~~  
 30 ~~registered voters per location.~~ *for every 10,000 registered voters.*  
 31 These consolidated polling locations shall be open ~~starting with~~  
 32 ~~the Saturday immediately prior to election day through election~~  
 33 ~~day.~~ *from Saturday, October 31, 2020, through Monday, November*  
 34 *2, 2020, for at least eight hours each day at regular hours*  
 35 *convenient for members of the public.* On the day of the election,  
 36 the consolidated polling location shall be open from 7 a.m. to ~~8~~  
 37 ~~p.m. and on each of the three days before the election, for a~~  
 38 ~~minimum of eight hours per day.~~ *8 p.m.*

39 (2) In establishing the consolidated polling places, the elections  
 40 official shall take into consideration the boundaries of state

1 legislative, congressional, county supervisorial, and any other  
2 affected local legislative districts.

3 (3) The elections official shall ensure that the consolidated  
4 polling places are equitably distributed across the county to afford  
5 maximally convenient options for all voters and are established at  
6 accessible locations as near as possible to established public  
7 transportation routes. *A consolidated polling place shall be located*  
8 *within the boundary of one of the precincts it serves.*

9 (4) (A) The consolidated polling places shall be equipped with  
10 voting units or systems that are accessible to individuals with  
11 disabilities and provide the same opportunity for access and  
12 participation as is provided to voters who are not disabled,  
13 including the ability to vote privately and independently, in  
14 accordance with Sections 12280 and 19240. Each consolidated  
15 polling place shall have at least three voting machines that are  
16 accessible to voters with disabilities.

17 (B) The consolidated polling places shall comply with the  
18 accessibility requirements described in Article 5 (commencing  
19 with Section 12280) of Chapter 3 of Division 12, the federal  
20 Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101  
21 et seq.), the federal Help America Vote Act of 2002 (52 U.S.C.  
22 Sec. 20901 et seq.), and the federal Voting Rights Act of 1965 (52  
23 U.S.C. Sec. 10101 et seq.).

24 (5) The elections official shall provide each consolidated polling  
25 place with enough ballots, provisional ballots, and provisional  
26 ballot envelopes to ensure every voter can be accommodated, as  
27 necessary.

28 (c) (1) In a county with consolidated polling places as described  
29 in this section, the elections official shall provide at least two ballot  
30 drop-off locations within the county or at least one ballot drop-off  
31 location for every 15,000 registered voters, whichever results in  
32 more ballot drop-off locations. For purposes of this paragraph, a  
33 consolidated polling place that includes an exterior ballot drop box  
34 counts only as a single ballot drop-off location.

35 (2) A ballot drop-off location provided for under this subdivision  
36 consists of a secure, accessible, and locked ballot box located as  
37 near as possible to established public transportation routes and that  
38 is able to receive voted ballots. All ballot drop-off locations shall  
39 be open at least during regular business hours beginning not less

1 than 28 days before the day of the election, and on the day of the  
2 election.

3 (3) At least one ballot drop-off location shall be an exterior drop  
4 box that is available for a minimum of 12 hours per day. Because  
5 health directives to prevent the spread of COVID-19 may result  
6 in reduced access to some buildings, counties are encouraged to  
7 maximize the number of ballot drop-off locations that are exterior  
8 drop boxes or that are located in buildings, such as supermarkets  
9 or drugstores, that are likely to be considered essential businesses  
10 that will remain open to the public notwithstanding any physical  
11 distancing measures that are in place during the period beginning  
12 28 days before the date of the election and ending on election day.

13 (4) For the purposes of this section, “ballot drop-off location”  
14 has the same meaning as in Section 3025.

15 (d) (1) In a county with consolidated polling places as described  
16 in this section, the elections official shall provide at least one  
17 location, open at least during regular business hours beginning 28  
18 days before the day of the election, at which a voter may do any  
19 of the following:

20 (A) Return, or vote and return, the voter’s vote by mail ballot.

21 (B) Register to vote, update the voter’s voter registration, and  
22 vote pursuant to Section 2170.

23 (C) Receive and vote a provisional ballot pursuant to Section  
24 3016 or Article 5 (commencing with Section 14310) of Chapter 3  
25 of Division 14.

26 (D) Receive a replacement ballot upon verification that a ballot  
27 for the same election has not been received from the voter by the  
28 county elections official. If the county elections official is unable  
29 to determine if a ballot for the same election has been received  
30 from the voter, the county elections official may issue a provisional  
31 ballot.

32 (E) Vote a regular, provisional, or replacement ballot using  
33 accessible voting equipment that provides for a private and  
34 independent voting experience.

35 (2) The elections official is urged to offer voters the ability to  
36 schedule an appointment to visit a location established pursuant  
37 to this subdivision.

38 (e) In determining the locations of consolidated polling places  
39 and ballot drop-off locations pursuant to this section, the county  
40 shall consider vote center and ballot drop-off location proximity

1 to communities with historically low vote by mail usage. Counties  
2 shall also consider other criteria described in subparagraph (B) of  
3 paragraph (10) of subdivision (a) of Section 4005, to the extent  
4 data is readily available.

5 (f) Prior to finalizing the locations of consolidated polling places  
6 and ballot drop-off locations, the county elections official shall  
7 publicly notice *in all legally required languages for that county*  
8 the proposed consolidated polling place locations and ballot  
9 drop-off locations, shall post a copy of those locations on the  
10 elections official’s internet website, and shall accept public  
11 comments on the proposed locations for at least 10 days after  
12 publicly noticing the proposed locations. Following the 10-day  
13 public comment period, the elections official shall consider any  
14 comments the official receives from the public, and shall adjust  
15 consolidated polling place and ballot drop-off locations in response  
16 to the public comments to the extent the official deems appropriate  
17 before finalizing the locations to be used as consolidated polling  
18 places and ballot drop-off locations.

19 1603. (a) Each county shall conduct a voter education and  
20 outreach campaign in all legally required languages *for that county*  
21 notifying voters about mail ballots, early voting opportunities,  
22 *accessible voting options*, and where and how to remedy any voting  
23 related problem.

24 (b) Each county is urged to provide drive-through ballot drop-off  
25 or voting locations. If a voter is waiting in a vehicle, the voter is  
26 considered “in line” for the purposes of keeping the polls open a  
27 sufficient time to enable them to vote pursuant to Section 14401.

28 (c) Notwithstanding Section 12288, an elections official may  
29 establish a vote center, polling place, or consolidated polling place  
30 in a location whose primary purpose is the sale and dispensation  
31 of alcoholic beverages.

32 1604. (a) (1) The Secretary of State shall establish a process  
33 to consider requests from counties to adjust or *partially* waive the  
34 minimally required number, *location*, or operational duration, of  
35 vote centers, consolidated polling places, or ballot drop-off  
36 locations described in Section 1602 or Sections 4005 and 4007.  
37 The process shall include, but not be limited to, review and  
38 modification, denial, or granting of a county’s request in a  
39 timeframe to be determined by the Secretary of State. *The Secretary*  
40 *of State shall not grant a county a complete waiver of the minimally*



1 *required number, location, or operational duration, of vote centers,*  
2 *consolidated polling places, or ballot drop-off locations described*  
3 *in Section 1602 or Sections 4005 and 4007.*

4 (2) (A) Prior to requesting a modification or *partial* waiver  
5 pursuant to paragraph (1), a county shall develop a draft plan that  
6 includes, but is not limited to, a written analysis of in-person voting  
7 needs in that county. The written analysis shall identify how the  
8 county's proposed levels of in-person voting are designed to safely  
9 accommodate the anticipated demand for voting services at those  
10 locations, including in-person voting, ballot replacement, ballot  
11 drop-off, conditional voter registration, language assistance, and  
12 voting assistance, shall report on efforts made to secure the  
13 otherwise required number of vote centers, consolidated polling  
14 places, and election personnel, and shall include a discussion of  
15 how the elections official will ensure that there will not be a  
16 disparate impact on any protected class of voters with regard to  
17 availability of voting machines and voting locations. In determining  
18 in-person voting locations that will be made available pursuant to  
19 the plan, the county shall consider the needs of individuals who  
20 do not have a history of voting by mail and other criteria described  
21 in subparagraph (B) of paragraph (10) of subdivision (a) of Section  
22 4005, to the extent data is readily available.

23 (B) The county elections official shall publicly notice *in all*  
24 *legally required languages for that county* the draft plan required  
25 by subparagraph (A), shall post a copy of the draft plan *in all*  
26 *legally required languages for that county* on the elections  
27 official's internet website, and shall accept public comments on  
28 the draft plan for at least 10 days after publicly noticing the draft  
29 plan.

30 (C) Following the 10-day review period required by  
31 subparagraph (B), the elections official shall consider any public  
32 comments the official receives from the public, shall amend the  
33 draft plan in response to the public comments to the extent the  
34 official deems appropriate, and may adopt a final plan and submit  
35 that plan to the Secretary of State along with the request for a  
36 modification or *partial* waiver pursuant to paragraph (1). *The*  
37 *elections official shall post the county's request for a modification*  
38 *or partial waiver on the elections official's internet website, and*  
39 *the Secretary of State shall post a copy of the secretary's response*  
40 *on the secretary's internet website.*

1 (3) A *partial* waiver or modification shall not be granted to a  
2 county unless the elections official in that county can demonstrate  
3 ~~both~~ *all* of the following:

4 (A) The official made best efforts to secure the required  
5 in-person voting locations.

6 (B) The plan will not have a negative disparate impact on  
7 *disabled voters or any protected class of voters.*

8 (C) *The plan will not reduce in-person voting locations below*  
9 *a number of locations necessary to safely and efficiently*  
10 *accommodate the anticipated demand for in-person voting services.*

11 (4) For the purposes of this subdivision, “protected class” means  
12 a class of voters who are members of a race, color, or language  
13 minority group, as this class is referenced and defined in the federal  
14 Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).

15 (b) The Secretary of State shall conduct a statewide voter  
16 education and outreach campaign regarding new procedures in  
17 place for the November 3, 2020, statewide general election,  
18 including, but not limited to, procedures relating to voting by mail,  
19 newly consolidated polling places and services provided therein,  
20 available language assistance, voter registration, conditional voter  
21 registration and voting, and accessible vote by mail voting.

22 (c) The Secretary of State shall establish a strike team to assist  
23 counties as needed to acquire suitable locations for vote centers,  
24 polling places, and consolidated polling places as well as other  
25 assets necessary for the safe and successful conduct of the  
26 November 3, 2020, statewide general election. The strike team  
27 shall include members of the Secretary of State’s legal and  
28 investigative divisions as well as Deputy Attorneys General  
29 provided for this purpose by the Department of Justice. The strike  
30 team shall assist with the enforcement of this code, including, but  
31 not limited to, Article 5 (commencing with Section 12280) of  
32 Chapter 3 of Division 12 and Chapter 1 (commencing with Section  
33 18000) of Division 18. In undertaking its responsibilities, the strike  
34 team shall seek to ensure that the November 3, 2020, statewide  
35 general election is conducted in a manner that is as consistent as  
36 possible with state and federal voting rights laws.

37 (d) The Secretary of State is encouraged to work with health  
38 officials, elections officials, and other stakeholders to establish  
39 guidelines for the use of personal protective equipment by  
40 individuals at in-person voting locations, including election

1 workers, precinct board members, and voters. These guidelines  
2 may include, but are not limited to, requiring that individuals who  
3 are physically present at voting locations wear personal protective  
4 equipment when they are required by state or local health  
5 guidelines, ensuring that elections officials have sufficient personal  
6 protective equipment for use at in-person voting locations by  
7 election workers, precinct board members, and voters, and  
8 procedures to ensure that voters are not turned away from using  
9 in-person voting locations due to a lack of access to the necessary  
10 personal protective equipment.

11 1605. Notwithstanding any other law, a county may only hold  
12 the November 3, 2020, statewide general election in the manner  
13 provided for in this chapter if each *registered* voter is also ~~provided~~  
14 *mailed* a vote by mail ballot.

15 1606. This chapter shall remain in effect only until January 1,  
16 2021, and as of that date is repealed.

17 SEC. 3. If the Commission on State Mandates determines that  
18 this act contains costs mandated by the state, reimbursement to  
19 local agencies and school districts for those costs shall be made  
20 pursuant to Part 7 (commencing with Section 17500) of Division  
21 4 of Title 2 of the Government Code.

22 *SEC. 4. This act is an urgency statute necessary for the*  
23 *immediate preservation of the public peace, health, or safety within*  
24 *the meaning of Article IV of the California Constitution and shall*  
25 *go into immediate effect. The facts constituting the necessity are:*

26 *In order to ensure the November 3, 2020, statewide general*  
27 *election can be conducted safely and successfully, it is necessary*  
28 *for this act to take effect immediately.*



**ALEX PADILLA** | SECRETARY OF STATE | STATE OF CALIFORNIA  
1500 11<sup>th</sup> Street | Sacramento, CA 95814 | **Tel** 916.653.7244 | **Fax** 916.653.4620 | [www.sos.ca.gov](http://www.sos.ca.gov)

June 9, 2020

County Clerk/Registrar of Voters (CC/ROV) Memorandum #20111

**TO:** All County Clerks/Registrars of Voters

**FROM:** /s/ Susan Lapsley  
Deputy Secretary of State, HAVA Director and Counsel

**RE:** General Election: November 2020 Coronavirus Funding

Recognizing the threat COVID-19 continues to pose to public health, Governor Gavin Newsom issued Executive Orders N-64-20 and N-67-20 to ensure that the November 3, 2020, General Election is secure and safe for voters and election workers. These Executive Orders require county elections officials to send vote-by-mail ballots to Californians registered to vote in the General Election, while ensuring that those who may need to access in-person voting opportunities are able to do so safely during three days of early voting starting the Saturday before election day.

Additionally, Assembly Bill 860 and Senate Bill 423 are pending before the Legislature, which address how other aspects of the November election, such as voter education and outreach, will be implemented while preserving public health.

In light of the above, we will be requiring monthly reports from each county, due the 15<sup>th</sup> of each month beginning June 15 through January 15. Each monthly report will require detailed information and updates on: (1) your plan for implementation of the November 2020 election; and (2) any election-related coronavirus costs incurred or expected to be incurred.

For information about the report for implementation, please see CC/ROV Memorandum # [20110](#).

Coronavirus Election-Related Costs:

New federal HAVA funding was authorized by the federal Coronavirus Aid, Relief and Economic Security (CARES) Act to be used for election activities related to the coronavirus pandemic. Congress allocated \$400 million dollars for the 2020 federal election cycle for election-related costs to prevent, prepare for, and respond to the coronavirus. The funds must be expended by December 31, 2020 and have a 20% match requirement. However, the Election Assistance Commission (EAC) has issued guidance that it will be flexible and allow such things as staff time to count toward that

match. The funding authorization also requires a report to the EAC and Congress 20 days following the November 2020 election detailing how the funds were spent.

The EAC has also authorized previously allocated HAVA funds to be used for election-related activities to prevent, prepare for, and respond to the coronavirus. Accordingly, the Secretary of State is seeking legislative approval to use the CARES Act funds and additional HAVA funds for election-related coronavirus costs.

Election-related coronavirus costs include any costs that your county incurs that is in addition to your normal election-related costs as a result of the pandemic. Such costs include, but are not limited to: additional staff time and resources (both temporary and permanent staff included as well as regular time and overtime), planning costs, cleaning supplies, protective masks and equipment for staff and poll workers, consulting and training costs, equipment purchases, etc. For any cost claimed, appropriate documentation must be provided.

The report due June 15 requests information that details election-related coronavirus costs incurred or expected to be incurred:

- (1) January 26, 2020 up through and including March 27, 2020. This is the “pre-award” period. Costs incurred during this time may be used for the match requirement.
- (2) March 28 through May 31, 2020. These costs may be used for either the match or seeking reimbursement once the funds are allocated.
- (3) June 1 through November 30, 2020. These are your expected November 2020 election-related coronavirus costs which will be used for planning and may be used for either the match or seeking reimbursement once the funds are allocated and actually incurred.

#### Claims for Reimbursement:

A county contract will be sent to each county with the county specific information and allocation included as soon as the legislative approval process is complete. Until then, please use the attached contract template to begin the process within your county to seek approval from your County Board of Supervisors, if required, along with obtaining the appropriate County Resolution for the funding (required).

Return the contract by August 15. If your county needs more time to return your county contract, please submit an estimation of when the contract will be authorized and what steps need to occur to make that happen.

Reimbursement prior to receiving a signed contract will be allowed, however, if a signed contract is not received, the Secretary of State may require repayment of any funds provided.

Kathryn Chaney (KC) will be the contact for the contract process for these contracts. Please send your completed June 15<sup>th</sup> cost report to KC. If you have any questions

CCROV #20111

June 9, 2020

Page 3

about the status of your contract or reimbursement claims please contact her at (916) 695-1657 or by email [kchaney@sos.ca.gov](mailto:kchaney@sos.ca.gov).

Link:

[June 15 County Report](#) (XLSX)

Attachments:

Contract Template

## SCOPE OF WORK

### A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of [County] (County) with federal reimbursement funds (HAVA funds), CDFR Number 90.404, administered by the U.S. Election Administration Commission (EAC) to comply with the requirements of HAVA Section 101 for additional costs associated with the national emergency related to coronavirus. The funds are to be spent “to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle,” subject to the provisions of this Agreement and requirements of state and federal law, regulation and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

### B. CONTACTS

The program representatives during the term of Agreement will be:

For County: [Registrar] [Phone]

For State: Kathy Chaney (916) 695-1657

### C. USE OF FUNDS

The funds are to be spent to prevent, prepare for, and respond to coronavirus for the 2020 Federal election cycle. In accordance with EAC guidance, the funds can be used for election related costs incurred after March 28, 2020, in conducting election activities in the face of the coronavirus pandemic. Such costs include, but are not limited to, increased vote by mail, expanded early voting, improving the safety of voting in-person, and staff and election worker salaries and benefits.

Allowable costs are for those costs that are in addition to normal election costs and do not supplant funds already allocated under state or local budget authority to cover the costs. Allowable costs do not include costs that are currently paid with state or local election jurisdiction funds, as part of the normal conduct of elections. Allowable costs include:

#### 1. Vote by Mail

Increased costs related to all aspects of voting by mail are allowable to the extent that they represent expenditures incurred as a result of the pandemic. The funds can be used to cover the costs of the increase in vote

by mail ballots needed due to the pandemic that are not already covered by state or local funds. Allowable uses under this section include:

- a. Additional printing costs,
- b. Additional mailing and postage costs,
- c. Additional envelope costs, and
- d. Ballot tracking costs.

## 2. Equipment

Increased costs related to equipment needs for processing increased vote by mail ballots and meeting the in-person voting requirements are allowable. Allowable costs under this section include:

- a. Automated sorters,
- b. Ballot scanners,
- c. Automated openers,
- d. Signature verification systems,
- e. Acquisition of additional voting equipment, including high speed or central count tabulators
- f. Electronic pollbooks,
- g. Ballot on demand systems,
- h. Drop boxes,
- i. ADA equipment and peripherals,
- j. Additional laptops and mobile IT equipment, and
- k. Software licenses.

## 3. Staffing

Staffing costs, including permanent and temporary staffing, are allowable. This includes salaries and benefits associated with the portion of work as a result of the pandemic. Allowable costs under this section include:

- a. Staff time associated with planning, training, and response,
- b. Temporary elections office staffing,
- c. Overtime salary and benefit costs for elections staff and workers, and
- d. Additional staff or election worker time needed for processing, tabulation, signature verification, voter hotlines, etc.

## 4. Security

Additional security costs incurred due to the pandemic are allowable. These costs may be related to physical security and/or cybersecurity. Allowable costs under this section include:

- a. Costs associated with election offices working remotely while planning and conducting the election due to the pandemic are allowable such as securing systems that enable remote access, ensuring Virtual Private Network and other remote access systems are fully patched, enhancing system monitoring to receive early detection and alerts on abnormal activity, implementing multi-factor



- authentication, ensuring all machines have properly configured firewalls as well as anti-malware and intrusion prevention installed,
- b. Installation and security for drop-boxes, and
- c. Security cameras or systems for additional election facilities.

## 5. Training

Increased costs related to specialized training of staff and election workers due to coronavirus are allowable. Allowable costs under this section include:

- a. Training election workers and staff on proper cleaning processes,
- b. Training election workers and staff on proper voting location set up and configuration,
- c. Training election workers and staff on how to determine, set and maintain proper physical distancing,
- d. Training election workers and staff on proper usage and disposal of personal protective equipment, and
- e. Training of poll workers on sanitization procedures for in-person voting and voting equipment.

## 6. Supplies

Increased costs associated with cleaning and disinfection of election offices, polling location areas and associated voting equipment are allowable.

Similarly, costs associated with providing clean and safe election offices and polling locations for voters and election workers is allowable. Examples of allowable costs include:

- a. Cleaning supplies for polling locations,
- b. Protective masks, gloves and face shields for staff and poll workers,
- c. Hand sanitizer and dispensers,
- d. Electronic wipes,
- e. Pre- and post-election deep cleaning of polling places,
- f. Barrier supplies and construction, and
- g. Table covers/protectors.

## 7. Outreach and Communication

Costs related to voter education and outreach are allowable. The outreach and communication information must be on voting procedure changes, rights or technology. Items intended to “get out the vote” or merely encourage voting are not allowable. Allowable costs under this section include:

- a. Public communication of changes in registration, voting locations, ballot return options, or voting procedures, including information on coronavirus precautions being implemented during the voting process,
- b. Development, procurement, and dissemination of communication to voters about changes in registration, voting locations, ballot return options, or voting procedures, including information on coronavirus precautions being implemented during the voting process, and

- c. Public communication encouraging voters to use early voting, where voter crowds may be smaller throughout the day.

8. Facilities

Unanticipated costs for polling locations and election facilities are allowable costs.

- a. Leasing of new polling places when existing sites must be closed,
- b. Leasing of additional election facilities to facilitate physical distancing for election workers,
- c. Additional costs or fees charged by existing sites due to coronavirus,
- d. Costs associated with moving a location from one site to another, and
- e. Additional costs associated with delivery, set up and configuration of polling locations due to coronavirus.

9. Other Costs

The above costs are presumed to be allowable. However, the above costs are not meant to be exhaustive.

D. Expiration and Matching Requirement

The funds must be expended by December 31, 2020. Any funds expended must meet the federally mandated 20% match requirement.



**Ballot Collection Products**

www.VOTEARMOR.com  
(253)846-8370 Main Office

sales@votearmor.com

**MODEL VA-3630**

## BALLOTS DESERVE BETTER SECURITY THAN POSTCARDS AND JUNKMAIL.

With voter confidence at stake and a mission to increase turnout, Vote Armor's 24 hour ballot drop boxes are an essential tool in any election. Vote-by-mail elections increase participation and the drop sites offered by the county can be much more secure than the US Postal Service. More and more counties are finding Vote Armor to be the best solution to meet the growing needs of their communities.

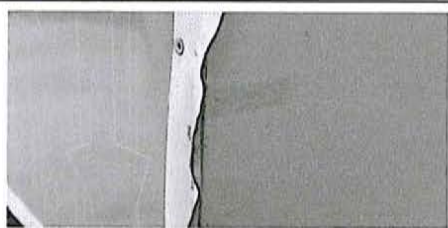
Once a ballot is cast in a Vote Armor 24 hour drop box, your county can maintain a chain of custody all the way through the process. Because Vote Armor boxes are built to a higher standard than any other on the market, counties can avoid costly breaches in the process and the public scrutiny that would follow.

Many other products used to collect ballots are held together and left vulnerable with sheetmetal screws, pop rivets, and spot welds. Many are designed to be DVD and library book returns. That's hardly secure.

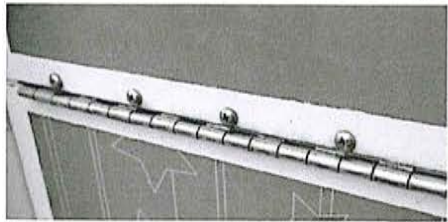


Vote Armor model VA-3630 is not only constructed with a minimum of 1/4" thick steel, it has fully welded seams. There are no spot welds anywhere on Vote Armor's outdoor products. This prevents damage like that seen below.

Vote Armor also works to prevent election worker errors. The cambered hang of the access and deposit slot doors allow them to fall open by gravity when unlocked. This prevents the box from appearing secured when it isn't.



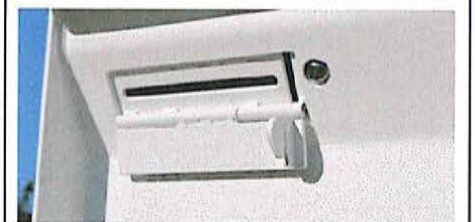
**Other's riveted construction with damage**



**Other's exposed and low grade fasteners**



**VA-3630 internal hinge and angled hang**



**VA-3630 built-in slot door locked open**



Ballot Collection Products

MODEL VA-3630

## IS YOUR DROP BOX SECURE?

If you answer **yes** to any of the following, your drop box is not secure.

Does the metal flex when pushing on the sides?

Will objects larger than a ballot through slots?

Are screws or hex bolts seen outside the box?

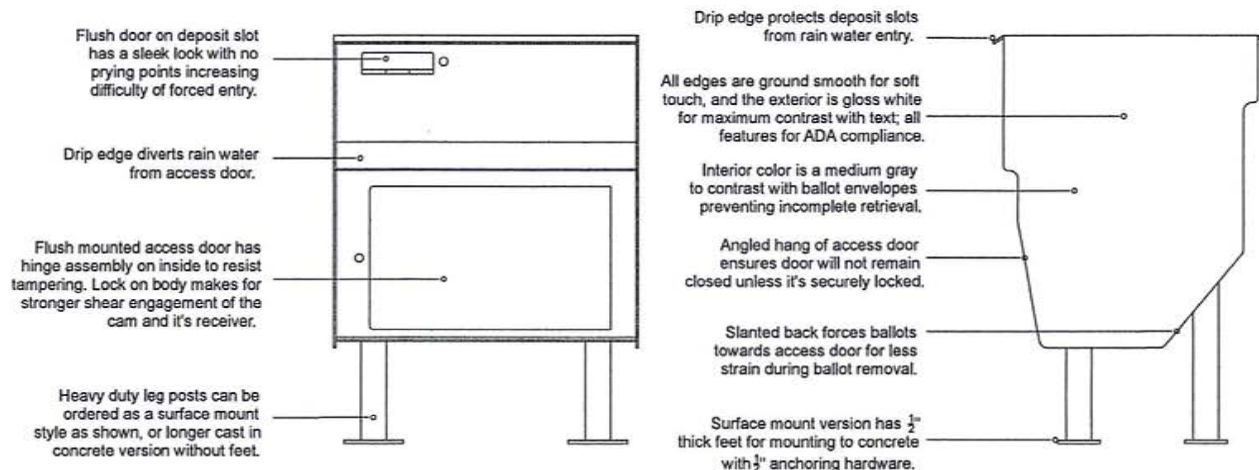
Are rivets or spot welds used to hold it together?

**Call or email for fast quotes and friendly service.**

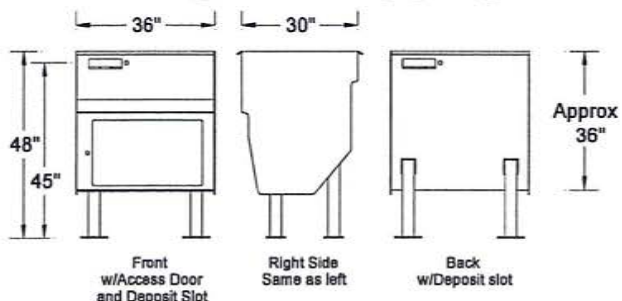
www.VOTEARMOR.com  
(253)846-8370 Main Office

sales@votearmor.com

## Features & Benefits



## Size, Weight, & Shipping



Product ships upside down on a 42" x 42" wood pallet with a corrugated cardboard cover. Shipping weight is approximately 650 lbs. Keys are shipped in a separate box with special attention to any authorized county official.

## Locks & Keys



Each unit comes standard with Camlock Series 35 locks and are all coded alike for your specific county. These locks cannot be purchased by any other county or municipality. Key and lock control logs are kept throughout production for security. Logs are available upon written request.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**Departments: Clerk - Recorder - Registrar**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Shannon Kendall, Clerk - Recorder -  
Registrar

**SUBJECT** Employment Agreement - Scheereen  
Dedman, Assistant Clerk-Recorder-  
Registrar

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Scheereen Dedman as Assistant County Clerk - Recorder - Registrar, and prescribing the compensation, appointment and conditions of said employment.

**RECOMMENDED ACTION:**

Announce fiscal impact. Approve the Employment Agreement of Scheereen Dedman as Assistant Clerk /Recorder/Registrar of Voters for a term of three years from July 6, 2020 to July 5, 2023.

**FISCAL IMPACT:**

The cost for this position for the remainder of FY 2020-2021 is approximately \$138,497 of which \$86,776 is salary and \$51,721 is the cost of the benefits.

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** 5533 / skendall@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="#">Employment Agreement</a>

**History**

Time

Who

Approval

7/2/2020 1:11 PM	County Administrative Office	Yes
6/24/2020 11:59 AM	County Counsel	Yes
7/1/2020 5:35 AM	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:** July 7, 2020

**Subject:** Employment Agreement for Scheereen Dedman as Assistant Clerk /Recorder/Registrar of Voters

**Recommendation:** Approve the Employment Agreement of Scheereen Dedman as Assistant Clerk /Recorder/Registrar of Voters for a term of three years from July 6, 2020 to July 5, 2023.

**Background:** Scheereen Dedman has been employed by the County since June 16, 2017. For these past three years she has served as the Senior Deputy Clerk – Elections Assistant for Mono County which has given her the experience to be well qualified for promotion to Assistant Clerk /Recorder/Registrar of Voters.

**Fiscal Impact:** The cost for this position for the remainder of FY 2020-2021 is approximately \$138,497 of which \$86,776 is salary and \$51,721 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).



R20-\_\_

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

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

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that the Employment Agreement of Scheereen Dedman as Assistant Clerk/Recorder/Registrar of Voters, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth (the "Agreement"), is hereby approved. The compensation, appointment, and other terms and conditions of employment set forth in the Agreement are hereby prescribed and shall govern the employment of Scheereen Dedman. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this 7th day of July, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

ATTEST:

APPROVED AS TO FORM:

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

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



**EMPLOYMENT AGREEMENT  
OF SCHEEREEN DEDMAN AS  
ASSISTANT CLERK/RECORDER/REGISTRAR OF VOTERS  
FOR MONO COUNTY**

This Agreement is entered into by and between Scheereen Dedman ("Ms. Dedman") and the County of Mono ("County") this 7th day of July, 2020.

**I. RECITALS**

Scheereen Dedman is currently employed as Senior Deputy Clerk/Elections Assistant for Mono County. The County wishes to employ Ms. Dedman as its Assistant Clerk /Recorder/Registrar of Voters on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Dedman wishes to accept such employment with the County on said terms and conditions.

**II. AGREEMENT**

1. The term of this Agreement shall be July 6, 2020, until July 5, 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. Dedman. The County shall notify Ms. Dedman in writing no later than January 5, 2023, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Dedman 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. Dedman 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. Dedman 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. Dedman shall be employed by Mono County as Assistant Clerk /Recorder/Registrar of Voters, serving at the will and pleasure of the Clerk/Recorder/Registrar of Voters in accordance with the terms and conditions of this Agreement. Ms. Dedman accepts such employment. The Clerk/Recorder/ Registrar shall be deemed the "appointing authority" for all purposes with respect to Ms. Dedman's employment.
3. Ms. Dedman's salary shall be \$7,334 per month. The Board may unilaterally

increase Ms. Dedman's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Ms. Dedman's salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Ms. Dedman in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Dedman shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that 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. Dedman understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31 of each calendar year in which it is provided or it is lost. (Note: Merit Leave shall be prorated for calendar year 2020 based upon the date of this employment agreement.)
5. To the extent deemed appropriate by the Clerk/Recorder/Registrar of Voters, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Dedman'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. Dedman 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 followed the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2% at 62), 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. Dedman 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. Dedman 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. Dedman'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. Dedman's employment, the Clerk/Recorder/Registrar may terminate Scheereen Dedman'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. Dedman 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 Clerk/Recorder/Registrar of Voters may, in his or her discretion, take during Ms. Dedman's employment.
9. In the event that such a termination without cause occurs after the first twelve months of employment under this Agreement, Ms. Dedman 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. Dedman 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. Dedman shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Dedman 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. Dedman shall not be entitled to any severance pay in the event that the Clerk/Recorder/Registrar of Voters 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. Dedman 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. Dedman 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. Dedman 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 Scheereen Dedman. Consistent with Ms. Dedman’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Dedman 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. Dedman 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. Dedman’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. Dedman’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. Dedman 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. Dedman is convicted of a crime involving abuse of office or position.

14. Ms. Dedman acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Dedman 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 July 6, 2020.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
By: Scheereen Dedman

\_\_\_\_\_  
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** July 7, 2020

**Departments: Human Resources**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Dave Butters, Human Resources  
Director; Bob Lawton, CAO

**SUBJECT** Employment Agreement - Robin  
Roberts, Behavioral 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 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:

Total cost for the remainder of fiscal year (2020-2021) will be \$213,697 of which \$127,892 is annual salary, \$80,643 is the cost of benefits, and \$5,133 is a onetime cost for vacation buy down.

---

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** x5413 / dbutters@mono.ca.gov

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report - Roberts](#)

[Resolution](#)

[Exhibit - Employment Agreement](#)

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/2/2020 1:11 PM	County Administrative Office	Yes
7/2/2020 8:55 AM	County Counsel	Yes
7/1/2020 5:37 AM	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: July 7, 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 July 7, 2020 to July 6, 2023.

**Background:** Robin Roberts has been employed by Mono County since August 2008 and currently serves as Behavioral Health Director.

**Fiscal Impact:** Total cost for the remainder of fiscal year (2020-2021) will be \$213,697 of which \$127,892 is annual salary, \$80,643 is the cost of benefits, and \$5,133 is a onetime cost for vacation buy down.

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 7<sup>th</sup> day of July, 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 7<sup>th</sup> day of July, 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 July 7, 2020, until July 6, 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 January 7, 2023, 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 to 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.)

Notwithstanding anything to the contrary contained in this Agreement, or in the Management Benefits Policy, the County shall buy back 78 hours of accrued vacation leave from Ms. Roberts at her current base rate of pay, in order to reduce her accrued vacation hours to 320. Ms. Roberts understands and agrees that this is a one-time purchase of vacation hours and that, pursuant to Article 9 of the Management Benefits Policy, if her total accumulated vacation hours exceed 400 at any time, then her accumulation of vacation hours shall cease until accumulated hours fall below 400.

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 the 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 July 7, 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** July 7, 2020

**Departments: County Counsel**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Stacey Simon

**SUBJECT** Employment Agreement - Jason Canger, Deputy County Counsel

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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 Jason Canger as Deputy County Counsel III, (through September 30, 2020) and as Assistant County Counsel (commencing October 1, 2020, and for the remainder of the contract term), 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 Jason Canger as Deputy County Counsel III/Assistant County Counsel 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 fiscal impact associated with this item for fiscal year 2020-21 is \$194,710. Of that amount, \$125,310 is salary, \$36,727 is the cost of benefits and \$32,673 is the cost of the County's contribution to PERS. These amounts are proposed for inclusion in the FY 2020-21 budget.

---

**CONTACT NAME:** Stacey Simon

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

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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[Staff Report](#)

[Resolution - Employment Agreement](#)

[Employment Agreement - Jason Canger](#)



**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/2/2020 1:10 PM	County Administrative Office	Yes
6/24/2020 12:17 PM	County Counsel	Yes
7/1/2020 5:39 AM	Finance	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsels**  
Christian E. Milovich  
Anne L. Frievalt

**Deputy**  
Jason Canger

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Paralegal**  
Jenny Senior

To: Board of Supervisors  
From: Stacey Simon  
Date: July 7, 2020  
Re: Employment Agreement with Jason Canger

**Recommended Action**

Adopt proposed resolution approving agreement with Jason Canger as Deputy County Counsel III/Assistant County Counsel.

**Strategic Plan Focus Area(s) Met**

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

**Discussion**

Jason Canger has been working for Mono County in the position of Deputy County Counsel since July of 2016. In that time, he has gained significant knowledge and experience in the field of public law and advanced to the position of Deputy III in October of 2018.

Jason Canger continues to provide outstanding legal representation to Mono County and several of its boards, commissions and special districts. Accordingly, it is my pleasure to recommend approval of a new employment agreement for Mr. Canger for the period through July of 2023.

In addition, during the term of this Agreement, Jason becomes eligible to move to the position of Assistant County Counsel. As such, the proposed contract provides for an automatic adjustment effective October 1, 2020, and a resolution amending the allocation list to establish the series Deputy County Counsel III/Assistant County Counsel is on your consent agenda for approval today.

If you have any questions on this matter prior to your meeting, please call me at 924-1704.



R20-\_\_

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

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

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that the Employment Agreement of Jason Thomas Canger as Deputy County Counsel III/Assistant County Counsel, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth (the "Agreement"), is hereby approved. The compensation, appointment, and other terms and conditions of employment set forth in the Agreement are hereby prescribed and shall govern the employment of Jason Thomas Canger. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this 7th day of July, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

ATTEST:

APPROVED AS TO FORM:

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

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

**EMPLOYMENT AGREEMENT  
OF JASON THOMAS CANGER AS  
DEPUTY COUNTY COUNSEL III/  
ASSISTANT COUNTY COUNSEL**

This Agreement is entered into this 7th day of July, 2020, between Jason Thomas Canger and the County of Mono.

**I. RECITALS**

The County wishes to continue to Jason Canger as Deputy County Counsel III through September 30, 2020, and thereafter, consistent with the promotional policies of the County Counsels' Office and in recognition of his exemplary work for the County, to employ Mr. Canger as Assistant County Counsel. Mr. Canger's employment shall be on a full-time basis and in accordance with the terms and conditions set forth in this Agreement. Mr. Canger wishes to accept such employment with the County on said terms and conditions.

**II. AGREEMENT**

1. The term of this Agreement shall be July 1, 2020 until June 30, 2023, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Canger in writing no later than December 30, 2022, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Canger 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. Canger 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. Canger as a result of the cured breach. If the County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Mr. Canger shall be employed by Mono County as Deputy County Counsel III through September 30, 2020 and, commencing October 1, 2020, as Assistant County Counsel and shall serve at the will and pleasure of the County Counsel in accordance with the terms and conditions of this Agreement. Mr. Canger accepts such employment. The County Counsel shall be deemed the "appointing authority" for all purposes with respect to Mr. Canger's employment.
3. Mr. Canger's salary shall be \$9,790 per month through September 30, 2020 and thereafter shall be \$10,660 per month, subject to adjustment pursuant to Mono

County Board Resolution R20-57. Mr. Canger understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, and also any employee share of the "normal cost" of his retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Mr. Canger's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Canger in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Canger shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Canger 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 County Counsel, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Canger's full participation in applicable professional associations, 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. Canger shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Mr. Canger's County employment is "2% at 62." Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to

time and unilaterally implemented by the County.

7. Mr. Canger 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. Canger 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. Canger'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. Canger's employment, the County Counsel may terminate Mr. Canger'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. Canger understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Counsel may, in his or her discretion, take during Mr. Canger's employment.
9. On or before the effective date of any such termination, Mr. Canger shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Canger 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. Canger shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Canger 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. Canger shall not be entitled to any severance pay in the event that the County Counsel has grounds to discipline him on or about the time he or she gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 540 of the Mono County Personnel Rules or any successor provision, as the same may be amended from time to time. Mr. Canger 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. Canger 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. Canger shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. Pursuant to Government Code sections 53243 Mr. Canger 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. Canger is convicted of a crime involving abuse of office or position.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Canger.
14. 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. Canger'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. Canger's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
15. Mr. Canger acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Canger further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by

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

**III. EXECUTION:**

This Agreement is hereby executed by the parties this \_\_\_\_\_ day of July, 2020.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Jason T. Canger

\_\_\_\_\_  
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** July 7, 2020

**Departments: CAO, Human Resources**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Dave Butters

**SUBJECT** Vacation Hour Buyback for At-Will Employees Related to Implementing 400-Hour Accrual Cap

**AGENDA DESCRIPTION:**

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

Proposed resolution approving contract amendments with David Anderson, Joe Blanchard, John Estridge, Garrett Higerd, Christian Milovich and Louis Molina to implement a one-time cash-out of vacation hours in excess of 320.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Adopt Resolution #R20-\_\_\_, approving contract amendments with David Anderson, Joe Blanchard, John Estridge, Garrett Higerd, Christian Milovich and Louis Molina to implement a one-time cash-out of vacation hours in excess of 320. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

There is a one-time cost of \$16,953 in FY 2019-20. Budget for this item is taken from FY 2019-20.

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** x5413 / dbutters@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution -- Employment Agreements</a>
<a href="#">Employment Agreement - David Anderson</a>
<a href="#">Employment Agreement - Joe Blanchard</a>
<a href="#">Employment Agreement - John Estridge</a>
<a href="#">Employment Agreement - Garrett Higerd</a>

[📄 Employment Agreement - Christian Milovich](#)

[📄 Employment Agreement - Louis Molina](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/2/2020 1:13 PM	County Administrative Office	Yes
7/2/2020 8:55 AM	County Counsel	Yes
7/1/2020 5:46 AM	Finance	Yes



# County of Mono

## County Administrative Office

**Dave Butters**  
Human Resources Director

**Robert Lawton**  
County Administrative Officer

**Jay Sloane**  
Risk Manager

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: July 7, 2020

Subject: Vacation Buy Down

**Recommendation:**

Adopt proposed resolution approving amendments to the employment agreements of David Anderson, Joe Blanchard, John Estridge, Garrett Higerd, Christian Milovich and Louis Molina providing for one-time cash out of vacation hours greater than 320 hours for At-Will employees with current balances between 320 and 400 vacation hours.

**Background:**

On June 2, 2020, the Board of Supervisors (“Board”) adopted Resolution R20-56, approving an amended and updated Policy Regarding Benefits of Management Level Officers and Employees (“Management Benefits Policy”). The amended Management Benefits Policy implements a 400-hour hard cap on vacation accrual for all management level employees and officers. In conjunction with implementation of that cap, the Policy also authorized a one-time buyback of vacation hours for employees who had accrued 400 or more hours as of June 2, in order to bring those balances to an amount between 320 and 400 hours. The Policy did not provide a similar one-time buyback option for employees, including Employee, who had accrued between 320 and 400 vacation hours as of June 2. We are requesting the Board approve a one-time buyback of employees with a balance between 320 and 400 hours. This provides equity for employees in the 320 to 400-hour category and parallels the approach taken during recent negotiations with MCPE.

**Fiscal Impact:**

There is a one-time cost of \$16,953 in FY 19/20.

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 CONTRACT AMENDMENTS WITH  
DAVID ANDERSON, JOE BLANCHARD, JOHN ESTRIDGE  
GARRETT HIGERD, CHRISTIAN MILOVICH  
AND LOUIS MOLINA TO IMPLEMENT A ONE-TIME BUYBACK  
OF ACCRUED VACATION HOURS IN EXCESS OF 320**

**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 agreements (“Employment Agreements”) of David Anderson, Joe Blanchard, John Estridge, Garrett Higerd, Christian Milovich and Louis Molina (the “Employees”), are hereby amended as set forth in the respective amendments attached to this Resolution and incorporated by this reference. The compensation, appointment, and other terms and conditions of employment set forth in the Employment Agreements, as amended hereby, shall govern the employment of the Employees. The Chair of the Board of Supervisors shall execute said amendments on behalf of the County.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of July, 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

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT  
OF DAVID ANDERSON**

This Amendment is entered into by and between David Anderson ("Employee") and the County of Mono (collectively, "Parties") for the purpose of amending the Employment Agreement of David Anderson ("Agreement").

**I. RECITALS**

- A. On June 2, 2020, the Board of Supervisors ("Board") adopted Resolution R20-56, approving an amended and updated Policy Regarding Benefits of Management Level Officers and Employees ("Management Benefits Policy").
- B. The Management Benefits Policy implements a 400-hour hard cap on vacation accrual for all management level employees and officers.
- C. In conjunction with implementation of that cap, the Policy also authorized a one-time buyback of vacation hours for employees who had accrued 400 or more hours as of June 2, in order to bring those balances to an amount between 320 and 400 hours.
- D. The Policy did not provide a similar one-time buyback option for employees, including Employee, who had accrued between 320 and 400 vacation hours as of June 2.
- E. The Board wishes to amend the Agreement to provide for the buyback of accrued vacation hours in excess of 320, as set forth below.

**II. AGREEMENT**

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. The following is added to Section 4 of the Agreement:

"Notwithstanding anything to the contrary contained in this Agreement, or in the Management Benefits Policy, the County shall buy back 44.36 hours of accrued vacation leave from Employee at Employee's current base rate of pay, in order to reduce Employee's accrued vacation hours to 320. Employee understands and agrees that this is a one-time purchase of vacation hours and that, pursuant to Article 9 of the Management Benefits Policy, if Employee's total accumulated vacation hours exceed 400 at any time, then his/her accumulation of vacation hours shall cease until accumulated hours fall below 400.

2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

**III. EXECUTION:**

The Parties hereby execute this Agreement this 7<sup>th</sup> day of July, 2020.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
David Anderson

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

APPROVED AS TO FORM:

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

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT  
OF JOE BLANCHARD**

This Amendment is entered into by and between Joe Blanchard ("Employee") and the County of Mono (collectively, "Parties") for the purpose of amending the Employment Agreement of Joe Blanchard entered into on May 12, 2020 ("Agreement").

**I. RECITALS**

- A. On June 2, 2020, the Board of Supervisors ("Board") adopted Resolution R20-56, approving an amended and updated Policy Regarding Benefits of Management Level Officers and Employees ("Management Benefits Policy").
- B. The Management Benefits Policy implements a 400-hour hard cap on vacation accrual for all management level employees and officers.
- C. In conjunction with implementation of that cap, the Policy also authorized a one-time buyback of vacation hours for employees who had accrued 400 or more hours as of June 2, in order to bring those balances to an amount between 320 and 400 hours.
- D. The Policy did not provide a similar one-time buyback option for employees, including Employee, who had accrued between 320 and 400 vacation hours as of June 2.
- E. The Board wishes to amend the Agreement to provide for the buyback of accrued vacation hours in excess of 320, as set forth below.

**II. AGREEMENT**

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. The following is added to Section 4 of the Agreement:

"Notwithstanding anything to the contrary contained in this Agreement, or in the Management Benefits Policy, the County shall buy back 21.33 hours of accrued vacation leave from Employee at Employee's current base rate of pay, in order to reduce Employee's accrued vacation hours to 320. Employee understands and agrees that this is a one-time purchase of vacation hours and that, pursuant to Article 9 of the Management Benefits Policy, if Employee's total accumulated vacation hours exceed 400 at any time, then his accumulation of vacation hours



shall cease until accumulated hours fall below 400.”

2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

**III. EXECUTION:**

The Parties hereby execute this Agreement this 7<sup>th</sup> day of July, 2020.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Joe Blanchard

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

APPROVED AS TO FORM:

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

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT  
OF JOHN ESTRIDGE**

This Amendment is entered into by and between John Estridge ("Employee") and the County of Mono (collectively, "Parties") for the purpose of amending the Employment Agreement of John Estridge entered into on April 17, 2018 ("Agreement").

**I. RECITALS**

- A. On June 2, 2020, the Board of Supervisors ("Board") adopted Resolution R20-56, approving an amended and updated Policy Regarding Benefits of Management Level Officers and Employees ("Management Benefits Policy").
- B. The Management Benefits Policy implements a 400-hour hard cap on vacation accrual for all management level employees and officers.
- C. In conjunction with implementation of that cap, the Policy also authorized a one-time buyback of vacation hours for employees who had accrued 400 or more hours as of June 2, in order to bring those balances to an amount between 320 and 400 hours.
- D. The Policy did not provide a similar one-time buyback option for employees, including Employee, who had accrued between 320 and 400 vacation hours as of June 2.
- E. The Board wishes to amend the Agreement to provide for the buyback of accrued vacation hours in excess of 320, as set forth below.

**II. AGREEMENT**

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. The following is added to Section 4 of the Agreement:

"Notwithstanding anything to the contrary contained in this Agreement, or in the Management Benefits Policy, the County shall buy back 72.09 hours of accrued vacation leave from Employee at Employee's current base rate of pay, in order to reduce Employee's accrued vacation hours to 320. Employee understands and agrees that this is a one-time purchase of vacation hours and that, pursuant to Article 9 of the Management Benefits Policy, if Employee's total accumulated vacation hours exceed 400 at any time, then his/her accumulation of vacation

hours shall cease until accumulated hours fall below 400.”

2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

**III. EXECUTION:**

The Parties hereby execute this Agreement this 7<sup>th</sup> day of July, 2020.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
John Estridge

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

APPROVED AS TO FORM:

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

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT  
OF GARRETT HIGERD**

This Amendment is entered into by and between Garrett Higerd ("Employee") and the County of Mono (collectively, "Parties") for the purpose of amending the Employment Agreement of Garrett Higerd entered into on May 12, 2020 ("Agreement").

**I. RECITALS**

- A. On June 2, 2020, the Board of Supervisors ("Board") adopted Resolution R20-56, approving an amended and updated Policy Regarding Benefits of Management Level Officers and Employees ("Management Benefits Policy").
- B. The Management Benefits Policy implements a 400-hour hard cap on vacation accrual for all management level employees and officers.
- C. In conjunction with implementation of that cap, the Policy also authorized a one-time buyback of vacation hours for employees who had accrued 400 or more hours as of June 2, in order to bring those balances to an amount between 320 and 400 hours.
- D. The Policy did not provide a similar one-time buyback option for employees, including Employee, who had accrued between 320 and 400 vacation hours as of June 2.
- E. The Board wishes to amend the Agreement to provide for the buyback of accrued vacation hours in excess of 320, as set forth below.

**II. AGREEMENT**

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. The following is added to Section 4 of the Agreement:

"Notwithstanding anything to the contrary contained in this Agreement, or in the Management Benefits Policy, the County shall buy back 81.92 hours of accrued vacation leave from Employee at Employee's current base rate of pay, in order to reduce Employee's accrued vacation hours to 320. Employee understands and agrees that this is a one-time purchase of vacation hours and that, pursuant to Article 9 of the Management Benefits Policy, if Employee's total accumulated vacation hours exceed 400 at any time, then his accumulation of vacation hours

shall cease until accumulated hours fall below 400.”

2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

**III. EXECUTION:**

The Parties hereby execute this Agreement this 7<sup>th</sup> day of July, 2020.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Garrett Higerd

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

APPROVED AS TO FORM:

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

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT  
OF CHRISTIAN MILOVICH**

This Amendment is entered into by and between Christian E. Milovich ("Employee") and the County of Mono (collectively, "Parties") for the purpose of amending the Employment Agreement of Christian E. Milovich entered into between the Parties effective September 14, 2019 ("Agreement").

**I. RECITALS**

- A. On June 2, 2020, the Board of Supervisors ("Board") adopted Resolution R20-56, approving an amended and updated Policy Regarding Benefits of Management Level Officers and Employees ("Management Benefits Policy").
- B. The Management Benefits Policy implements a 400-hour hard cap on vacation accrual for all management level employees and officers.
- C. In conjunction with implementation of that cap, the Policy also authorized a one-time buyback of vacation hours for employees who had accrued 400 or more hours as of June 2, in order to bring those balances to an amount between 320 and 400 hours.
- D. The Policy did not provide a similar one-time buyback option for employees, including Employee, who had accrued between 320 and 400 vacation hours as of June 2.
- E. The Board now wishes to amend the Agreement to provide for the buyback of vacation hours in excess of 320, as set forth below.

**II. AGREEMENT**

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. The following is added to Section 4 of the Agreement:

"Notwithstanding anything to the contrary contained in this Agreement, or in the Management Benefits Policy, the County shall buy back 17.96 hours of accrued vacation leave from Employee at Employee's current base rate of pay, in order to reduce Employee's accrued vacation hours to 320. Employee understands and agrees that this is a one-time purchase of vacation hours and that, pursuant to Article 9 of the Management Benefits Policy, if Employee's total accumulated vacation hours exceed 400 at any time, then her accumulation of vacation hours

shall cease until accumulated hours fall below 400.”

2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

**III. EXECUTION:**

The Parties hereby execute this Agreement this 7<sup>th</sup> day of July, 2020.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Christian E. Milovich

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

APPROVED AS TO FORM:

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

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT  
OF LOUIS MOLINA**

This Amendment is entered into by and between Louis Molina ("Employee") and the County of Mono (collectively, "Parties") for the purpose of amending the Employment Agreement of Louis Molina entered into on June 2, 2020 ("Agreement").

**I. RECITALS**

- A. On June 2, 2020, the Board of Supervisors ("Board") adopted Resolution R20-56, approving an amended and updated Policy Regarding Benefits of Management Level Officers and Employees ("Management Benefits Policy").
- B. The Management Benefits Policy implements a 400-hour hard cap on vacation accrual for all management level employees and officers.
- C. In conjunction with implementation of that cap, the Policy also authorized a one-time buyback of vacation hours for employees who had accrued 400 or more hours as of June 2, in order to bring those balances to an amount between 320 and 400 hours.
- D. The Policy did not provide a similar one-time buyback option for employees, including Employee, who had accrued between 320 and 400 vacation hours as of June 2.
- E. The Board wishes to amend the Agreement to provide for the buyback of accrued vacation hours in excess of 320, as set forth below.

**II. AGREEMENT**

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. The following is added to Section 4 of the Agreement:

"Notwithstanding anything to the contrary contained in this Agreement, or in the Management Benefits Policy, the County shall buy back 63.24 hours of accrued vacation leave from Employee at Employee's current base rate of pay, in order to reduce Employee's accrued vacation hours to 320. Employee understands and agrees that this is a one-time purchase of vacation hours and that, pursuant to Article 9 of the Management Benefits Policy, if Employee's total accumulated vacation hours exceed 400 at any time, then his accumulation of vacation hours



shall cease until accumulated hours fall below 400.”

2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

**III. EXECUTION:**

The Parties hereby execute this Agreement this 7<sup>th</sup> day of July, 2020.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Louis Molina

\_\_\_\_\_  
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** July 7, 2020

**TIME REQUIRED**

**SUBJECT** Closed Session - Exposure to  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One. Facts and circumstances: Claim for additional payment for change orders during construction of Mammoth Civic Center by Roebbelen Contracting.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
7/2/2020 1:10 PM	County Administrative Office	Yes
7/2/2020 9:07 AM	County Counsel	Yes
6/17/2020 12:16 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**TIME REQUIRED**

**SUBJECT** Closed Session - Exposure to  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**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
7/2/2020 1:10 PM	County Administrative Office	Yes
7/2/2020 1:44 PM	County Counsel	Yes
6/24/2020 9:39 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 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>
--

**History**

Time

Who

Approval



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 7, 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: County Administrative Officer.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

PHONE/EMAIL: /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

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** July 7, 2020

**Departments: Community Development Department**

**TIME REQUIRED** 1 hour

**PERSONS** April Sall

**SUBJECT** Workshop on Development of  
Industrial Hemp Regulations

**APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Presentation regarding the development of regulations for an industrial hemp program in Mono County.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** April Sall

**PHONE/EMAIL:** (760) 932-5423 / asall@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">LUD Maps</a>

**History**

Time	Who	Approval
7/2/2020 1:13 PM	County Administrative Office	Yes
6/26/2020 9:18 AM	County Counsel	Yes
7/1/2020 5:43 AM	Finance	Yes



# Mono County Community Development Department

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PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

Planning Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

July 7, 2020

To: Mono County Board of Supervisors

From: April Sall, CDD Planning Analyst  
Michael Draper, CDD Planning Analyst

Re: WORKSHOP – Industrial Hemp Program and Regulations

## **RECOMMENDATION**

Receive workshop presentation and provide any desired direction to staff.

## **FISCAL IMPACT**

No impact.

## **INTRODUCTION**

Industrial hemp is an agricultural commodity cultivated for a wide variety of uses ranging from fiber to extracts. As of 2018, industrial hemp cultivation is legal under both federal and state law, a fact which has prompted many counties within California to develop local regulatory frameworks to help facilitate its expansion and viability as well as mitigate the many issues raised by its production within their respective jurisdictions.

Industrial hemp is a variety of the *Cannabis sativa* L. plant with a tetrahydrocannabinol (THC) concentration of 0.3% or less (see California Food and Agricultural Code section 81000(a)(6)). Cannabis and industrial hemp are the same species of plant, with only the THC level differentiating the two. Industrial hemp strains have simply been bred to have low THC content and are grown specifically (and exclusively) for the industrial use of their fibers. Industrial hemp is indistinguishable from cannabis in the field and can only be differentiated through laboratory testing analysis for THC concentration. Since they are the same species, cultivation of hemp raises some of the same issues that cannabis cultivation does, including concerns over odor and security. Also, because the only difference between the plants is the THC level, cross-pollination is a concern for industry professionals and regulators alike because cannabis can contaminate a hemp crop, raise the THC levels, and result in “hot hemp” that must be destroyed or abated (i.e., if a crop is above the THC limit, it is considered to be marijuana under the Controlled Substances Act and must be disposed of accordingly). Conversely, hemp can cross-pollinate cannabis and reduce THC content, and decrease the marketability due to the presence of seed, but this is less of a concern as it usually does not result in the crop being destroyed. While research and best practices on these issues remain limited, staff will continue to gather information and apprise the Board, as necessary.

State laws and regulations pertaining to industrial hemp are relatively new, incomplete, and rapidly changing. This situation complicates an already difficult local regulatory development process. Further, the controversial nature of commercial cannabis in parts of the County along with varying opinions on best practices, and the newness of the industry, pose additional challenges. Since hemp is a new program in California, regulations have been in flux, as has the status in many counties across the state.



California must also have a USDA accepted plan in place for the cultivation of industrial hemp, which is still forthcoming. To date, “lessons learned” and best practices are few, and the economic success of the crop remains uncertain. Industrial hemp cultivation poses two primary issues for regulators: the plants are visually indistinguishable from cannabis plants and thus trigger the same public health and safety concerns (including odor nuisance) raised by cannabis production, and hemp pollen is extremely light weight (prone to drift) and may easily cross pollinate cannabis plants if planted too closely.

In November 2019, the Mono County Board of Supervisors adopted an ordinance enacting a temporary moratorium on the cultivation of industrial hemp to allow time for the state regulatory environment to stabilize and the County to develop a local regulatory program. The moratorium expires on November 5, 2020; therefore, the county must have its regulations in place before that date or regulation of industrial hemp will default to the State. To develop regulations, the intent is to pursue a rational planning process that prioritizes public health and safety and consistency with the General Plan Vision, community character, and related public input, similar to the framework that was used to develop cannabis regulations.

## **LEGAL HISTORY**

### **Federal Law**

Before 2014, industrial hemp could not legally be grown in the United States. This changed somewhat with the passage of the Agricultural Act of 2014 (the 2014 Farm Bill), which authorized institutions of higher education or state departments of agriculture (in states where hemp was legal) to grow hemp for research or agricultural pilot programs.

In 2018, the Agricultural Improvement Act of 2018 (the 2018 Farm Bill) was signed into law, which essentially legalized commercial hemp at the federal level by removing it from the Controlled Substances Act. The 2018 Farm Bill also placed full regulatory authority with the United States Department of Agriculture (USDA) and allowed state departments of agriculture to file hemp program plans and regulate hemp cultivation per their state specific programs. The Bill further required USDA to promulgate regulations and guidelines to establish and administer a program for the production of hemp in the United States. Under this new authority, states wanting to have primary regulatory authority over the production of hemp within their jurisdictions may submit, for the approval of the Secretary, a plan concerning the monitoring and regulation of such hemp production. For states that do not have approved plans, the Secretary is directed to establish a Departmental plan to monitor and regulate hemp production in those areas. As of April, California Department of Food and Agriculture (CDFA) had drafted and submitted its plan to the Governor’s Office and upon approval will be able to submit to the USDA.

### **State Law**

Senate Bill 566 (the California Industrial Hemp Farming Act) was approved by the Governor in 2013 with the intention of enacting provisions relating to growing industrial hemp that would impose specified procedures and requirements on a person who grows industrial hemp, except as specified, that would become operative when authorized under federal law. The Bill amended and added various provisions in and to the California Food & Agriculture Code and the California Health & Safety Code.

Senate Bill 1409 was approved by the Governor on September 30, 2018. This Bill further amended and added various provisions in and to the Food & Agriculture Code and the Health & Safety Code, essentially bringing California’s hemp laws up to date by adding pilot program status to CDFA’s registration program in conformance with federal requirements and striking outdated state provisions that conflicted with the expanded definition of hemp that includes extracts and derivatives from the non-psychoactive flowers and leaves. The Bill ultimately allowed for California farmers to grow industrial hemp and to produce hemp seed, oil, fiber, and extract.

In the fall of 2019, the Governor approved Senate Bill 153, which sought to clarify the requirements for the cultivation of industrial hemp by research institutions and to align the state industrial hemp program with the Federal requirements. The law identifies requirements and parameters for state program development, requires Established Agricultural Research Institutions cultivating industrial hemp to register with the County Agricultural Commissioner, and includes eligibility requirements for registrants and associated enforcement responses. The provisions in SB153 include annual registration through the County's Agricultural Commissioner's office, a checklist of application requirements, and the use of approved "cultivars" (sources and strains of hemp). The Bill also requires clear signage, sampling and testing of hemp prior to harvest, and describes specific protocols for abating "hot hemp."

In conjunction with state legislation, CDFA has been busy developing state regulations governing industrial hemp, which are now in their final stages. These regulations include requirements for local registration, signage to help distinguish hemp from cannabis, background checks, and sampling and testing requirements THC. The CDFA is will be submitting its full regulatory package, which includes all the current regulations, to the USDA for a 60-day review and approval process.

For a comprehensive overview of all current state law and regulation, please visit the following link: <https://www.cdfa.ca.gov/plant/industrialhemp/docs/CaliforniaIndustrialHempLawandRegulations.pdf>

### **Other Counties**

As of May 14, 2020, 33 counties in the state have registered 724 industrial hemp growers at 1,511 sites for a total of 39,072 acres. The largest acreages are in southern and central California counties such as Riverside, Kern and Fresno.

The Community Development Department researched similar counties in central and northern California for hemp regulation examples. The results indicate that since industrial hemp is a new crop to CA, there is a lot of variation in how counties are treating it and thus a lack of consensus. The range of variability spans from not regulating it and treating hemp as a "right to farm crop," to the maximum of requiring local permits with limits on the number of projects, acreage, and additional financial requirements. Furthermore, long-term success of the program for hemp crop cultivation is still undetermined.

A few lessons learned thus far include vetting proposals and applicants, close coordination between local enforcement agencies, requiring setbacks in areas that are adjacent to residential LUDs or city boundaries, and some counties are now requiring financial bonding or increased fees to recover costs associated with crops that must be abated for exceeding the 0.3% THC threshold ("hot hemp"). Cross-pollination remains an issue that is still understudied and therefore the consequences are unknown. A few counties are requiring additional setbacks or buffers between industrial hemp and commercial cannabis cultivations to attempt to mitigate cross-pollination.

### **DISCUSSION**

The purpose of this workshop is for staff to receive direction on a potential Mono County program for Industrial hemp. The CDD also seeks direction on key policy issues such as the most appropriate land use designations, setbacks, odor, financial bonding, and permitting structure.

Because industrial hemp and cannabis are the same species with different THC levels, the concerns and impacts are very similar and thus the County's cannabis regulations are used as a starting point for discussing potential hemp regulations. In this case, the county could restrict cultivation and processing to specific Land Use Designations (LUDs), require setbacks and buffers to mitigate potential nuisance concerns, require financial assurances for abatement, and require additional local permits. For commercial cannabis, the county currently requires both a Use Permit approved by the Planning Commission and an annual Operation Permit approved by the Board of Supervisors to allow for site-

specific analysis and requirements. Commercial cannabis cultivation also requires a safety and security plan that is approved by the Sheriff's Department.

### **Community Input**

Mono County practices community-based planning and values public input. The CDD initiated outreach and education on industrial hemp to receive input and public concerns, questions, and comments on a potential regulatory framework. Presentations were made in May at the following Regional Planning Advisory Committees (RPACs): Antelope Valley, Bridgeport Valley, Mono Basin, and June Lake Citizens Advisory Committee (CAC). The CDD collected feedback on program options and a subset of policy issues that have the potential to impact local communities. The RPACs were polled on policy issues including setbacks, odor, and cross-pollination; the poll results are discussed under the respective policy topics.

#### Antelope Valley RPAC:

The Antelope Valley RPAC asked how much interest the county had received for hemp cultivation and had several comments and questions about odor impacts and water use of industrial hemp, primarily in comparison to commercial cannabis. Pollen drift was discussed, and Nate Reade, the Inyo-Mono Agricultural Commissioner, was on the phone to assist with information. The consensus was to consider additional setbacks between industrial hemp and cannabis cultivations (commercial and any known personal cultivations).

#### Bridgeport RPAC:

The RPAC asked questions about pollen-drift and discussed large setback to prevent impacts to existing commercial cannabis cultivation operations. The group felt the buffers around schools (and sensitive receptors) appeared to be sufficient but were also interested in an update once the Antelope Valley RPAC made recommendations on increased setbacks for cannabis.

#### June Lake CAC:

The June Lake CAC had questions about the interest in and economic viability of hemp in the county. There was a member with cannabis experience that commented on the CBD oil demand and processing, and that CBD oil needs a certain level of THC to be effective. The group recommended the county consult the "experts" on cross-pollination and gather the best available science and practices. The consensus was to consider additional setbacks between industrial hemp and cannabis cultivations.

#### Mono Basin RPAC:

The group had questions regarding water consumption of hemp and how it compared to cannabis and other agricultural crops such as alfalfa. They inquired about interest levels in Mono County and asked about economic viability and any analysis for hemp. The consensus was to consider additional setbacks between industrial hemp and cannabis cultivations (both commercial and any known personal cultivations).

### **Options for an Industrial Hemp Program:**

In considering the development of an industrial hemp regulatory program, four options have been identified: 1) Ban industrial hemp outright; 2) Allow industrial hemp under existing State regulation without the creation or implementation of any additional local regulation; 3) Allow industrial hemp under a pilot program as a preliminary step and later revisit the issue to determine whether a permanent, long-term plan should be implemented; or 4) Allow industrial hemp subject to both State and local regulation (e.g. a Use Permit from the CDD).

#### **1) Ban**

A ban would require the least investment of costs and staff time, but it would also preclude the expansion of the agricultural sector, private investments, and any potential economic

benefits to residents and the County. However, much remains unknown about regulating the hemp industry and regulations are still changing, and enacting a ban has the benefit of providing more time for the regulatory environment to stabilize and best practices to emerge.

**2) State Regulation**

Industrial hemp would be allowed using the State framework and regulations and a registration process under the Mono County Ag Commissioners office only. A major benefit would be that it does not require any additional regulation or policy development for Mono County. However, since no additional requirements or regulations apply locally, specific community concerns or consistency with the General Plan cannot be addressed.

**3) Pilot Program**

Mono County could limit the number of projects, set the time-period, and allow industrial hemp in certain LUDs. This framework could allow for industrial hemp cultivation while State and federal regulations stabilize. This option may also give Mono County the opportunity to assess the costs of implementing and enforcing a program before a permanent decision or adoption is made. A potential disadvantage is that cultivators may invest significant funds and livelihoods into a project, which may ultimately be disallowed or significantly changed at the end of the pilot program. Extinguishing a use is significantly more difficult once it has been allowed, even under a temporary format.

**4) Local Regulation**

This option would require the creation and implementation of a local regulatory strategy. Local regulation would allow the County to impose additional, stricter requirements on cultivators where necessary to accommodate the unique nature of the County. The regulatory strategy would include oversight through a permit or permits from the CDD in addition to the Ag Commissioners registration (e.g. a Use Permit and/or Operations Permit), similar to the County’s cannabis program. Local regulation would help facilitate and preserve investments in industrial hemp cultivation but could be costly and time consuming to implement, such as the case of the County abating a “hot hemp” crop due to failure of the operator to do so.

RPAC Polling Results on Program Options:

<b>RPAC</b>	<b>Ban it</b>	<b>State Regs</b>	<b>Pilot Program</b>	<b>Local Regulation</b>
June Lake CAC	3	0	3	4
Antelope Valley	6	0	0	2
Bridgeport Valley	0	1	0	3
Mono Basin	0	0	3	3
<b>TOTAL</b>	<b>9</b>	<b>1</b>	<b>6</b>	<b>12</b>

Planning Commission Workshop:

During the discussion of program options, one Commissioner asked if it was possible to ban hemp cultivation in some regions of the county while allowing it in others. Choosing an option that is appropriate county-wide is preferred, but precedent has also been set allowing regulations to be tailored to certain parts of the county, as is the case with Dark Sky regulations. The Commissioner felt that cultivation would pose significant concerns for the Antelope Valley, given its similarity to commercial cannabis. Another Commissioner stated that there were no financial benefits through taxes and that a benefit of banning hemp is that the threat of cross-pollination to outdoor cannabis cultivation sites would be eliminated.

One commissioner then stated a preference for a pilot program to assess the demand for hemp cultivation in the county and a sample program and potential benefits could be evaluated.

## Key Policy Issues:

Key policy and regulatory topics are presented for direction including identification of appropriate Land Use Designations (LUDs), setback requirements, odor mitigation, financial assurances, and permit types.

- 1) **Land Use Designations/LUDs:** Based on the concept that hemp is an agricultural crop and “similar to but not more obnoxious than” commercial cannabis cultivation, the recommendation is to allow it in the same LUDs: Agriculture (AG), Industrial (I), and Industrial Park (IP) (see Attached LUD Maps). A second option would be to allow industrial hemp in more or fewer LUDs based on an alternative rationale identified by the Board.
  
- 2) **Setbacks:** Setbacks can be used to address three main issues: a) provide adequate separation between uses on adjacent properties and protect sensitive receptors, b) address odor issues, c) address pollen drift. Most California counties have not established setbacks to address cross-pollination concerns except Monterey County established a 2-mile buffer, but other western states such as Washington, Colorado, and Arizona have established setbacks between commercial cannabis and hemp cultivations as large as 3-10 miles.
  - a) Adequate separation and sensitive receptors (schools, daycares, churches, etc.):
    - i. Rely on the standard setbacks required by the LUD
    - ii. Apply the sensitive receptor setbacks required for cannabis cultivation:

“Cannabis businesses shall not locate within 600’ of any of the following facilities that exist at the time the application is accepted: schools providing instruction to kindergarten or any grades 1 through 12, day care center or youth center, parks, ballfields, playgrounds, libraries, community centers, and licensed child care facilities. An additional corridor of exclusion applies in Crowley Lake on Crowley Lake Drive between the library/park (3627 Crowley Lake Drive) and the ballfield (526 Pearson Road) to protect minors that may be traveling between these attractions.” (MCGP 13.130)
  
  - b) Odor mitigation:
    - i. Apply outdoor cannabis cultivation requirement of 300’ setback from nearest residential use under separate ownership.
    - ii. Apply increased setback from any residential LUD: The Antelope Valley RPAC is currently discussing a potential increased setback/buffer for cannabis cultivation of 600’, 1000’, 1500’, or some other distance. The discussion has been tabled until meetings can be held in person.
  
  - c) Pollen drift:
    - i. The county could increase the noticing to include cannabis cultivators within 5 miles (or any greater distance than the standard 300 feet) during the Use Permit review, as some counties including Inyo County have done, to encourage industry comments or recommendations.
    - ii. Require an increased setback from an existing commercial cannabis cultivation:
      - Monterey County requires 2-mile buffer between outdoor cannabis and outdoor hemp, and a 1000-foot setback from all residential zones
      - Washington State requires a 4-mile buffer and some jurisdictions in Arizona mandate a 10-mile buffer.

RPAC polling results for setbacks:

RPAC	Use existing cannabis setbacks	Additional setbacks from cannabis	More restrictive setbacks than current cannabis	Less restrictive setbacks than cannabis
June Lake CAC	*	5	0	0
Antelope Valley	0	4	2	0
Bridgeport Valley	3	0	1	0
Mono Basin	4	0	1	2
<b>TOTAL</b>	<b>7</b>	<b>9</b>	<b>4</b>	<b>2</b>

\* Note: As a result of discussion during the Antelope Valley RPAC on odor we reworded the question and thus the polling was slightly different for the other 3 RPACs.

Planning Commission Workshop:

Two Commissioners stated they preferred to see the same setbacks as commercial cannabis, given the similarities, including the 600-foot setback from sensitive receptors, plus an additional setback between industrial hemp and commercial cannabis cultivations. No other commissioners commented on setbacks.

**3) Odor.** Odor is a highly controversial issue that is difficult to measure, enforce and mitigate. The primary method to mitigate odor thus far is to require setbacks from residential or other sensitive uses. A few counties or cities throughout the west have labeled odor for cannabis and hemp a “nuisance” and have created enforcement policies and protocols. Some are attempting to establish minimum and violation thresholds related specifically to odor from hemp and cannabis. Mono County is working on quantifying odor thresholds for cannabis, but that work has been put on hold due to other priorities. The county has two options:

- a. Same measure as commercial cannabis cultivation: submittal and approval of an odor mitigation plan.
- b. No requirements except setbacks.

Staff polled the RPACs on the topic of odor and received the following initial responses.

- o **June Lake CAC:** 5 voted to treat it the same as existing cannabis and 0 voted for a different approach.
- o **Antelope Valley RPAC:** 5 voted to treat it the same as cannabis and 0 voted for a different approach.
- o **Bridgeport Valley RPAC** felt they did not have enough experience or information to vote.
- o **Mono Basin RPAC** felt they did not have enough experience or information to vote.

The Planning Commission had no specific comments on odor.

**4) Financial assurances.** This remains an unresolved issue at present and staff is diligently researching the best approach. Many counties throughout the state have been burdened by the high costs of mandatory abatement and it is imperative that the County’s regulator structure include mechanisms to address such concerns. The following list of options are currently being vetted:

- a. Bonding: Surety bonds (similar to reclamation bonds for mining projects) provides funding for the County to abate if a cultivator “fails” a sampling test and is unable to or does not destroy the crop. A few counties are requiring surety bonds, but the amounts vary greatly. Bonds can be expensive and, except for reclamation plans, have typically proven to be a barrier for other Mono County projects.
- b. Detailed ordinance language: Detailed language can be included in the hemp regulations mandating that the applicant cover all costs and implement destruction via a plan and timeline approved by the Agricultural Commissioner’s office. This option provides less financial coverage and assurances to the county in the event of failure to abate.
- c. Increase fees: Some counties are implementing increased fees to help cover the estimated costs to the county of managing and enforcing industrial hemp cultivation. Additional permit costs or deposits have ranged from \$900- \$5000.

Planning Commission Workshop:

One Commissioner felt that bonding seemed to be the best approach to provide financial assurance. No other comments were made.

**5) Permitting Options.**

- a. Permit Outright: Since hemp is an agricultural crop, it could be considered a use just like any other agricultural crop in which case no additional permits would be necessary.
- b. Use Permit: A Use Permit would allow for site-specific conditions to be addressed based on each project proposed, an in-depth analysis of the project, and regulatory responsiveness as lessons are learned.
- c. Use Permit and Operation Permit: Similar to commercial cannabis, the County could require an annual Operation Permit in addition to a Use Permit to make the approval specific to an individual owner and require annual compliance inspections for renewal.

Planning Commission Workshop:

The Commissioners asked questions about how a complaint of a hemp project would be addressed and discussed accountability. One Commissioner preferred a Use Permit with an annual Operations Permit, similar to commercial cannabis cultivation in the county. There were no other comments on this topic.

**NEXT STEPS**

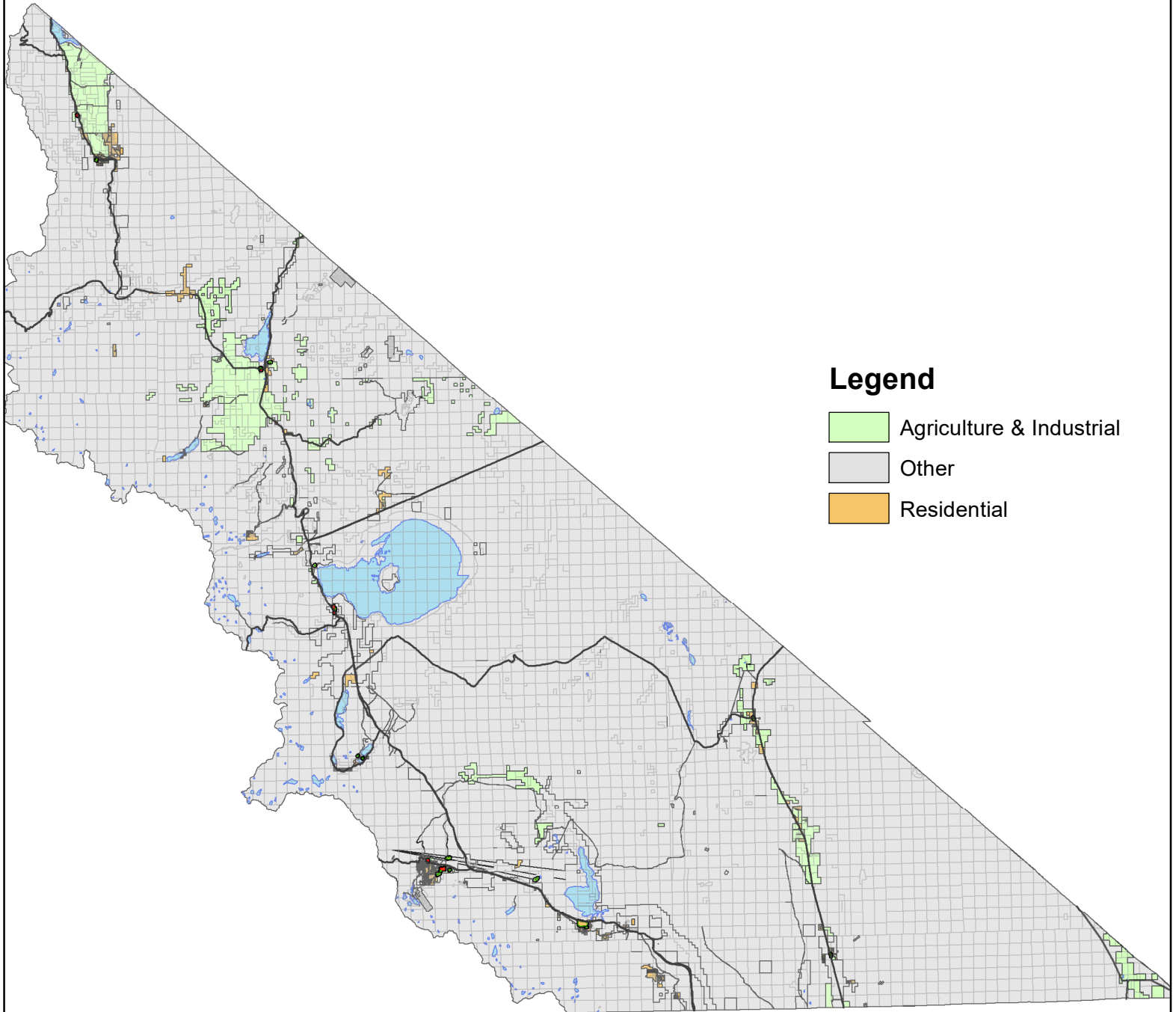
Lastly, the CDD has outlined the following timeframes for the County to complete the industrial hemp regulation development before the moratorium expires Nov. 5, 2020.

Timeframe:

- **July 7**: Board of Supervisors Workshop- land use framework and regulatory menu/options
- **July/ August**: Additional RPAC and Planning Commission Discussion on Draft regulations
- **Sept. 8**: Board of Supervisors Workshop – proposed regulations
- **Sept. 17** Planning Commission – consideration of a recommendation to the Board
- **Sept. 21 or Oct 6**: Board of Supervisors Public Hearing (Resolution Adoption for General Plan Amendment)

**ATTACHMENTS**

1. Land Use Designation Maps indicating Agriculture, Industrial and Industrial Park LUDs

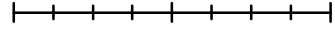


**Legend**

- Agriculture & Industrial
- Other
- Residential



0 5 10 20 Miles

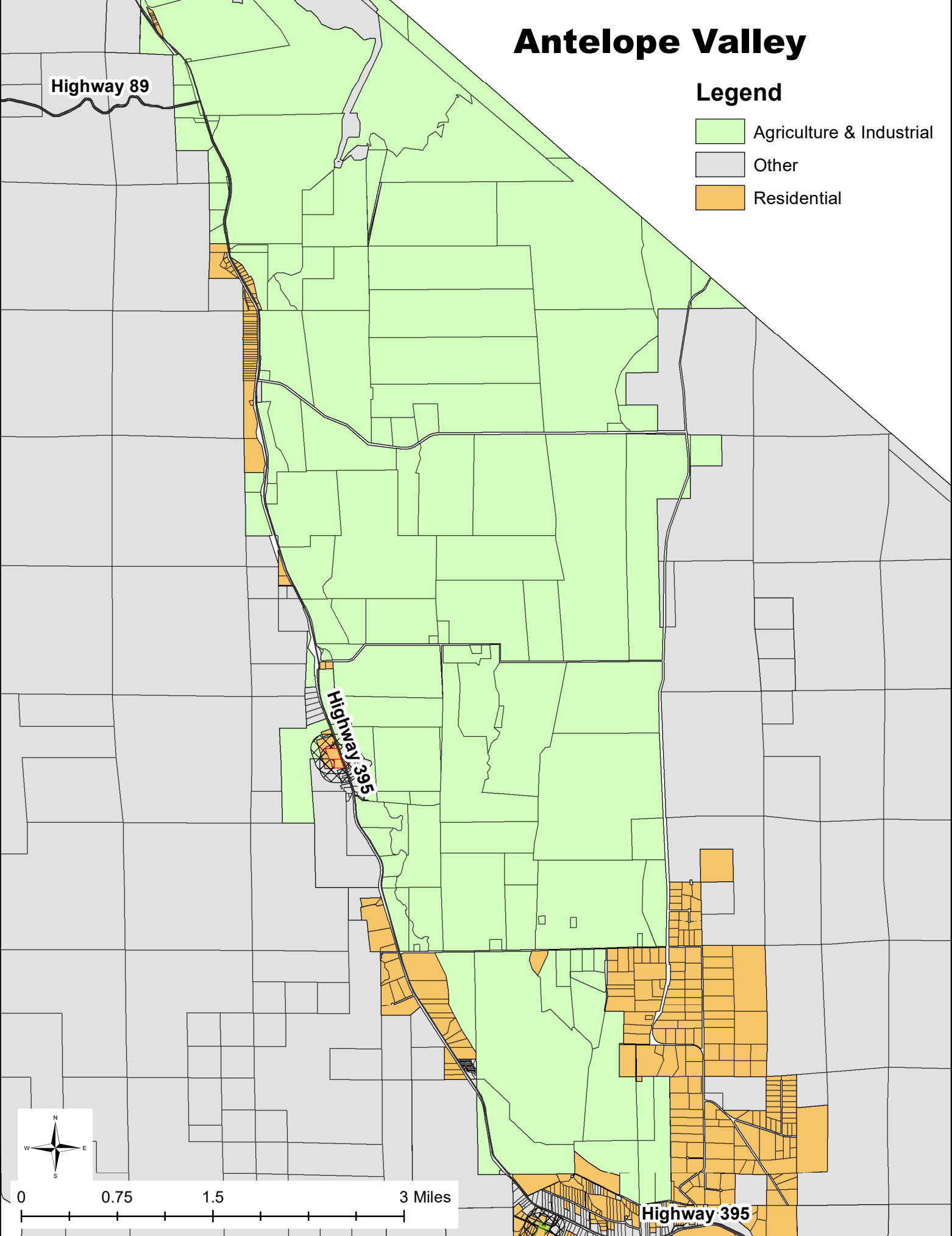




# Antelope Valley

## Legend

- Agriculture & Industrial
- Other
- Residential



Highway 89

Highway 395





Highway 395



0 0.75 1.5 3 Miles

# Antelope Valley

## Legend

-  Agriculture & Industrial
-  Other
-  Residential
-  600' Buffer

Highway 89

Highway 395






0 0.45 0.9 1.8 Miles



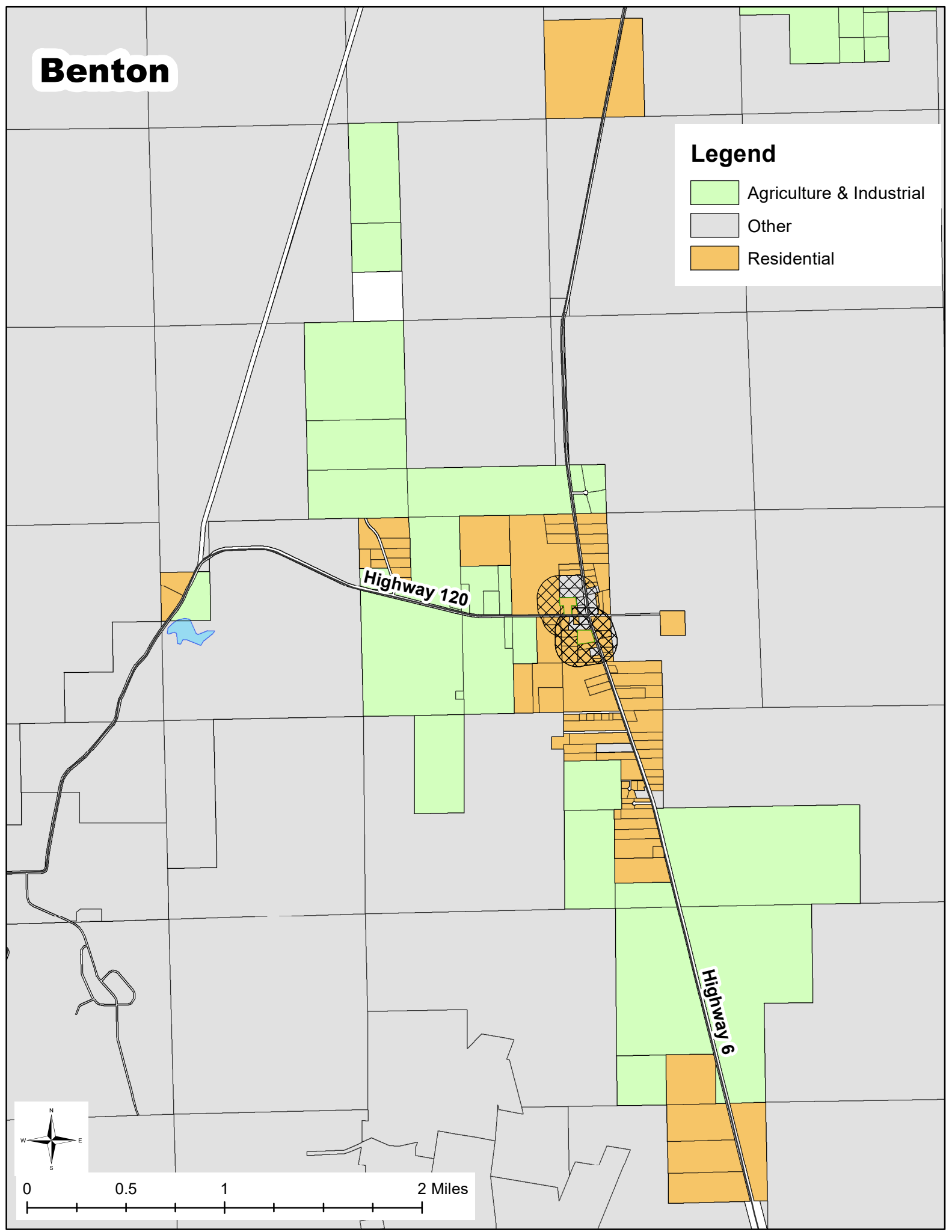
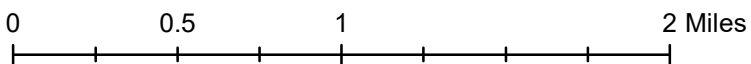
# Benton

## Legend

-  Agriculture & Industrial
-  Other
-  Residential

Highway 120

Highway 6






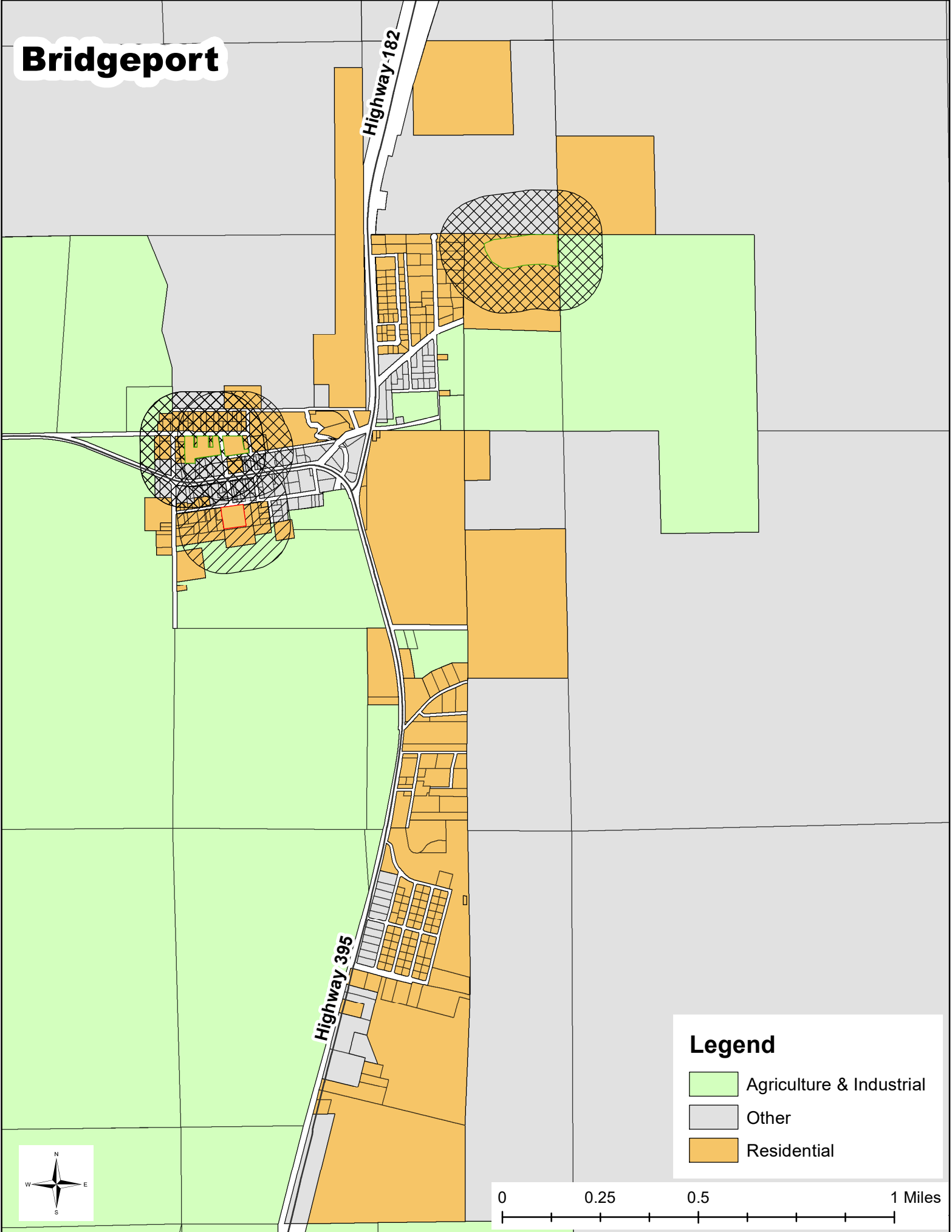
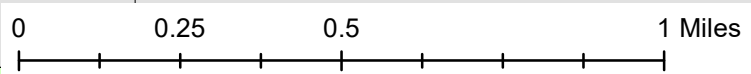
# Bridgeport

Highway 182

Highway 395




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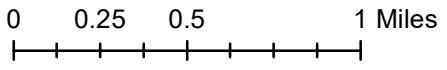
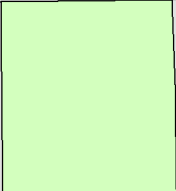
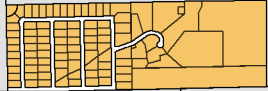
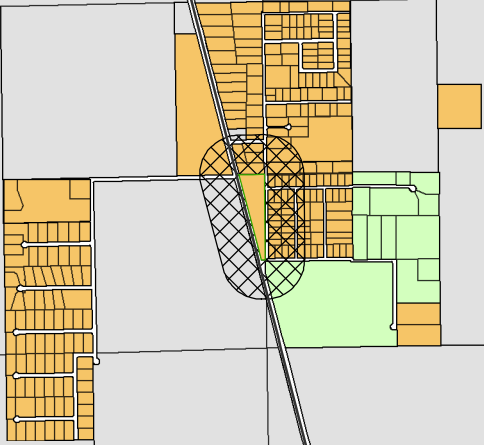
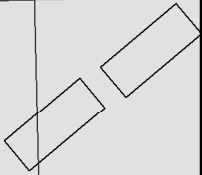
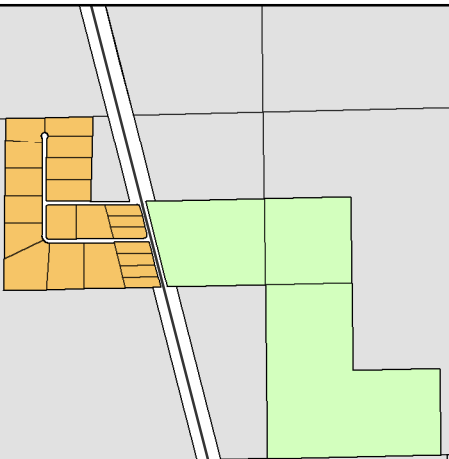
-  Agriculture & Industrial
-  Other
-  Residential



# Chalfant




**Legend**

-  Agriculture & Industrial
-  Other
-  Residential

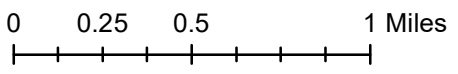


# Hammit Valley

## Legend

-  Agriculture & Industrial
-  Other
-  Residential

Highway 6





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 7, 2020

**Departments: Public Works**

**TIME REQUIRED** 30 minutes

**PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd

**SUBJECT** 2021 5-Year Road Capital Improvement and Senate Bill 1 Road Maintenance and Rehabilitation Account Project List

**AGENDA DESCRIPTION:**

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

The 5-Year Road Capital Improvement Program is used to program and prioritize road projects. It is updated annually as projects are programmed and delivered, funding sources and estimates change, and pavement management data is collected. The accompanying resolution and project list is required to be adopted annually in order for the County to be eligible for Senate Bill 1: Road Maintenance and Rehabilitation Account funding.

**RECOMMENDED ACTION:**

Approve and adopt Resolution R20-\_\_\_, adopting a list of projects for Fiscal Year 2020-2021 to be funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

**FISCAL IMPACT:**

The Road Maintenance and Rehabilitation Account revenue to the County for Fiscal Year 2020-2021 is estimated at \$1,719,770. The list of projects presented in the attached 5-Year Road Capital Improvement Program is proposed for inclusion in the upcoming budget process/cycle.

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760-924-1802 / ghigerd@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/2/2020 1:09 PM	County Administrative Office	Yes
6/29/2020 4:59 PM	County Counsel	Yes
7/1/2020 5:28 AM	Finance	Yes





# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: July 7, 2020

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, County Engineer

Re: Fiscal Year 2020-2021 5-Year Road Capital Improvement Plan and Senate Bill 1  
Road Maintenance and Rehabilitation Account Project List

## **Recommended Action:**

Approve Resolution R20-\_\_ adopting a list of projects for Fiscal Year (FY) 2020-2021 funded by Senate Bill 1 (SB1): The Road Repair and Accountability Act of 2017.

## **Fiscal Impact:**

The SB1 Road Maintenance and Rehabilitation Account (RMRA) revenue for FY 2020-2021 is estimated at \$1,719,770. The list of projects presented today is included in the upcoming budget process.

## **Background:**

Public Works Department staff have continued to actively work to deliver the projects identified in the 5-Year Road Capital Improvement Program (CIP), including those funded by the Road Maintenance and Rehabilitation Account (RMRA). In the last year, the following projects were successfully delivered with SB1 RMRA funding:

- Mono City Slurry Seal and Dig-outs
- Benton Crossing Road Maintenance (chip seal)
- South Landing Road Overlay
- Hackney Drive and Shop Road Rehabilitation
- Bridge Asset Inventory Update
- Mono County Roads Division Crack Sealing
- Eastside Lane – Phase 1 (engineering)
- Airport Road Rehabilitation (engineering)

SB1 RMRA funds are generated when consumers purchase fuel, generally, gasoline for passenger cars and trucks. Because of the extreme reductions in travel and economic activity due to the COVID-19 emergency, SB1 RMRA revenues are expected to be down approximately 33% for the months of March, April, May, and June. Current estimates for FY 2020-2021 SB1 RMRA revenues are now down 9% from FY 2019-2020 actuals. This percent reduction amounts to approximately \$170,000 less SB1 RMRA revenues for CIP projects.

FY 2020-2021 revenues are expected to recover somewhat to end 3.2% above FY 2019-2020. However, this is another \$170,000 less than previous estimates which brings the total lost revenue to about \$340,000 for FY 2020-2021. The County can accommodate the reduction by scaling down projects and/or pushing projects out to future fiscal years.

The attached 5-Year Road CIP has been updated with the latest SB1 RMRA revenue estimates, proposed project prioritization and clustering. By its nature, the CIP is a living document and adjustments can be expected year to year as conditions change.

SB 1 requires Counties adopt a RMRA Project List at a regular meeting that must be submitted to the California Transportation Commission every year. I recommend the Board adopt the attached resolution with project list (essentially FY 2020-2021 of the proposed 5-Year Road CIP) and direct staff to submit it to the California Transportation Commission via the online CalSMART reporting system.

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

Respectfully submitted,



Garrett Higerd, PE  
County Engineer

Attachments:                    EXHIBIT A – RMRA Revenue and Estimates  
   EXHIBIT B – FY 2020-2021 5-Year Road CIP  
   Resolution Adopting SB 1 RMRA Project List for FY 2020-2021

monthly allocations September 2019 through August 2020. Cities and counties thus have two choices in the budgeting and accounting of RMRA revenues:

- 1) apply a 60 day accrual policy to RMRA funds (*recommended*); or
- 2) adjust RMRA budgets (especially in FY2017-18) to reflect a distributed cash basis.

## Local Streets and Roads (HUTA and RMRA) Revenue Estimates for FY2019-20 and FY2020-21

We have computed revenue estimates for each city and county using a model reflecting the local allocation formulas, latest population figures used by the State Controller for allocations and state Department of Finance (DOF) estimates of statewide HUTA and RMRA tax revenues provided in the Governor's Revised 2020-21 Budget Proposal (released May 14, 2020) and analyses of SB1(Beall), The Road Repair and Accountability Act of 2017.

To the surprise of no one, revenues are down due to the COVID-19 pandemic. Declines in fuel consumption and vehicle sales are impacting state transportation tax revenues. The DOF estimates that current year 2019-20 and budget year 2020-21 LSR allocations to cities and counties will be down almost \$500 million from previous estimates.

However, due to tax rate increases stipulated in SB1, The Road Repair and Accountability Act of 2017, total 2019-20 LSR allocations (including HUTA, TCRF, and RMRA) are still estimated to be 3.3 percent above 2018-19.<sup>5</sup> And although lower than January projections, 2020-21 estimated LSR allocations are projected to increase 2.7 percent over 2019-20.

### HUTA

Revenues allocated to cities and counties through HUTA under Sections 2103-2107 of the Streets and Highways Code are derived from per gallon rates. Under SB1, these rates are adjusted annually beginning July 1, 2020. Revenue changes depend on the combined effects of 1) these rate adjustments, 2) taxable gallonage, and 3) the relative change of statutory transfers including the "weight fee offset" that pays state transportation bond debt.

Statewide fuel consumption (gallons) had been relatively flat in recent years. The COVID-19 pandemic and related restrictions caused a steep decline in fuel consumption in the spring of 2020. The effects of this are expected to ease up gradually as restrictions are lifted and travel resumes. The May 2020 State Department of Finance (DOF) estimates for the old base HUTA revenues (Streets and Highways Code Sec 2104-2108) for current year FY2019-20 are 6.8 percent lower than estimates released in January with the Governor's proposed budget. The new estimates have Sec2104-2108 HUTA dropping 6.7 percent in 2019-20 from the prior 2018-19 year. However, due to the substantial July 1, 2019 rate increase in the Sec2103 rate<sup>6</sup> from 11.7 cents to 17.3 cents, total HUTA revenues will still grow by almost 15 percent from FY2018-19 to FY2019-20.

With a modest recovery in fuel consumption as the COVID effects begin to ease and with additional rate adjustments kicking in July 1, 2020, the new estimates total HUTA revenue growth of 7.4 percent in FY2020-21 over the 2019-20 year. This is, however, about 7 percent lower for 2020-21 than projected in January.

<sup>5</sup> January estimates had estimated a 13 percent increase in 2019-20 over the prior year and a 1.6 percent increase in 2020-21 over the current year.

<sup>6</sup> This was the variable fuel tax swap rate prior to SB1.

## RMRA<sup>7</sup>

The Road Repair and Accountability Act (SB1) taxes that provide funding to cities and counties through the Revenues to the Road Maintenance and Rehabilitation Account (RMRA) began on November 1, 2017 when the new per-gallon fuel excise taxes took effect. On January 1, 2018, the new vehicle registration tax, the “Transportation Improvement Fee,” took effect. Cities, counties and other recipients of these revenues saw the first full year of these revenues in FY2018-19. A \$100 zero emission vehicle registration tax begins on July 1, 2020.

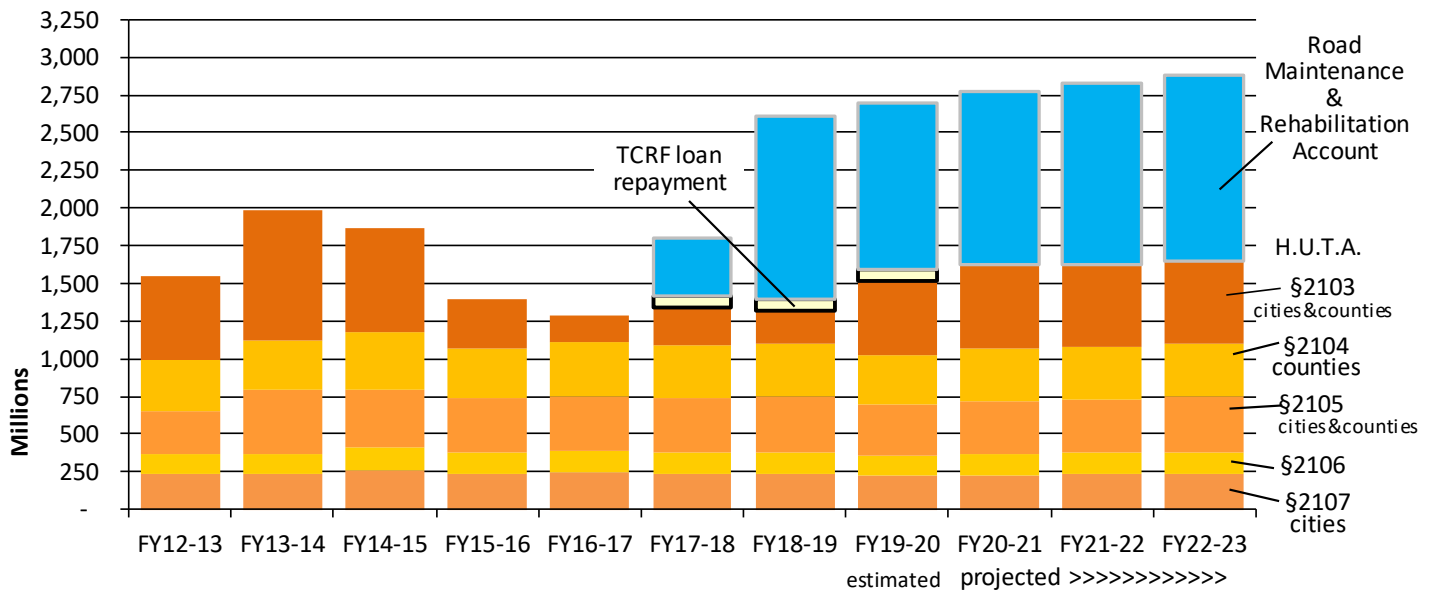
May 2020 DOF estimates of the new RMRA revenues for FY2019-20 are 9.0 percent lower than estimated in January. DOF estimates FY2019-20 RMRA revenues will be 8.9 percent lower than FY2018-19 actuals and that FY2020-21 revenues will recover somewhat: 3.2 percent higher than the current year.

Why does city/county RMRA growth differ from city/county HUTA growth? Under SB1, various fixed-amount statutory allocations are made from the new SB1 tax rates prior to the city and county allocations.

## Your Mileage Revenues May Vary

An individual city’s allocations will of course also be affected by change in the city’s population relative to the change in state population. Changes for allocations to counties will be affected other factors in the allocation rules including relative numbers of vehicle registrations, assessed values and maintained road miles.

### California Local Streets and Roads Program - State Funds to Cities and Counties



<sup>7</sup> Note that RMRA revenues are delayed 60 days from collection to allocation. That is, the revenues for a July 1 to June 30 fiscal year are allocated September 1 through August 31. These are spendable in the fiscal year because your accounting staff “accrues” them back into your fiscal year.

## Looking Ahead: Long Term Estimates of Local Streets and Roads Funding

Assuming a gradual recovery from the COVID-19 pandemic of 2020, we can expect stable, modest year over year growth in local streets and roads revenues in future years. While fuel consumption may remain flat overall, annual cost of living adjustments will help to maintain revenues.

Due to complicated statutory transfers from these revenues before the city and county allocations are made (including the \$1.7 billion transfer for state transportation debt service), actual growth in funding allocated to cities and counties varies somewhat among the various categories of local streets and roads allocations and will not exactly mirror total tax collections. Taking all these factors into account, for the purposes of long-term transportation program planning, we estimate transportation allocations to cities and counties will increase in outyears at the following growth rates:

	<b>Estimated Annual Revenue Growth Rate over prior year</b>						
	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>Beyond</u>
HUTA 2103	1.4%	1.7%	1.5%	1.4%	1.2%	1.2%	1.2%
HUTA 2104	1.4%	1.7%	1.5%	1.4%	1.2%	1.2%	1.2%
HUTA 2105	1.4%	1.7%	1.5%	1.4%	1.2%	1.2%	1.2%
HUTA 2106 county	1.2%	1.5%	1.3%	1.1%	1.0%	1.0%	1.0%
HUTA 2106 city	1.6%	1.9%	1.7%	1.5%	1.4%	1.4%	1.4%
HUTA 2107	1.5%	1.7%	1.5%	1.4%	1.2%	1.3%	1.2%
<b>RMRA</b>	<b>4.8%</b>	<b>2.9%</b>	<b>3.9%</b>	<b>3.7%</b>	<b>4.8%</b>	<b>5.7%</b>	<b>3.0%</b>

### Your Mileage Revenues May Vary

Allocations to each particular city also will be affected by annual changes in the city's population relative to the change in state population in cities. The current forecast for California population, provided by the Demographics Unit of the California Department of Finance is as follows:<sup>8</sup>

<b>California</b>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Population	39,952,483	40,295,352	40,639,392	40,980,939	41,321,565	41,659,526	41,994,283	42,326,397
Population in Cities	33,235,160	33,553,902	33,874,224	34,193,073	34,511,757	34,828,816	35,143,793	35,457,151
percent change		0.96%	0.95%	0.94%	0.93%	0.92%	0.90%	0.89%
		<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>
Population		42,655,695	42,981,484	43,304,691	43,624,393	43,939,250	44,250,503	44,556,617
Population in Cities		35,768,740	36,077,971	36,385,615	36,690,890	36,992,661	37,291,961	37,587,487
percent change		0.88%	0.86%	0.85%	0.84%	0.82%	0.81%	0.79%

If you think your city's population growth will be significantly different from the statewide average in cities, then you should adjust accordingly. For example, the City of Agatha's planning department estimates the city will see average annual residential population growth of 1.5 percent annually over the next ten years. The city's estimated HUTA 2105 allocation for FY2020-21 is \$381,200. The long term projection of Section 2105 revenue would be:

$$\$381,200 \times \text{Sec2105 growth} \times \text{Agatha Population Growth} \div \text{Statewide City Population Growth}$$

$$\text{So, for 2020-21, the city would estimate } \$381,200 \times 1.014 \times 1.015 \div 1.0094 = \$388,681$$

<sup>8</sup> See <http://www.dof.ca.gov/Forecasting/Demographics/projections/>

# EXHIBIT A

Attachment C

Estimated County Highway User Tax Account Revenues - FY 2019-20					SB 1 Revenues		
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	Loan Repayment	RMRA	TOTAL
ALAMEDA	\$7,549,736	\$12,181,060	\$5,554,017	\$403,839	\$1,153,561	\$17,090,533	\$43,932,746
ALPINE	\$144,690	\$290,698	\$138,195	\$22,441	\$22,108	\$327,539	\$945,671
AMADOR	\$699,498	\$591,639	\$449,277	\$174,462	\$106,880	\$1,583,472	\$3,605,229
BUTTE	\$2,411,501	\$2,136,791	\$1,548,871	\$380,135	\$368,465	\$5,458,978	\$12,304,741
CALAVERAS	\$1,061,633	\$838,754	\$681,871	\$283,543	\$162,212	\$2,403,246	\$5,431,259
COLUSA	\$834,185	\$597,321	\$535,784	\$105,881	\$127,459	\$1,888,366	\$4,088,997
CONTRA COSTA	\$6,384,824	\$9,919,981	\$4,762,615	\$871,674	\$975,569	\$14,453,491	\$37,368,153
DEL NORTE	\$431,755	\$296,014	\$277,310	\$98,637	\$65,970	\$977,375	\$2,147,060
EL DORADO	\$2,253,764	\$3,392,988	\$1,820,776	\$732,725	\$344,364	\$5,101,904	\$13,646,521
FRESNO	\$7,763,717	\$7,981,543	\$4,986,517	\$1,061,357	\$1,186,257	\$17,574,927	\$40,554,319
GLENN	\$1,017,789	\$731,024	\$653,710	\$123,777	\$155,513	\$2,303,995	\$4,985,807
HUMBOLDT	\$1,938,754	\$1,473,786	\$1,245,232	\$364,013	\$296,232	\$4,388,807	\$9,706,824
IMPERIAL	\$3,504,387	\$2,278,053	\$2,250,814	\$368,252	\$535,453	\$7,932,972	\$16,869,930
INYO	\$1,208,432	\$972,795	\$776,158	\$106,716	\$184,642	\$2,735,559	\$5,984,302
KERN	\$7,225,402	\$7,155,520	\$4,640,766	\$1,736,936	\$1,104,005	\$16,356,331	\$38,218,961
KINGS	\$1,502,296	\$1,102,095	\$964,902	\$193,061	\$229,543	\$3,400,786	\$7,392,682
LAKE	\$1,053,338	\$836,667	\$676,543	\$288,268	\$160,945	\$2,384,470	\$5,400,231
LASSEN	\$1,023,696	\$966,398	\$657,504	\$112,411	\$156,416	\$2,317,367	\$5,233,791
LOS ANGELES	\$45,393,286	\$72,533,687	\$33,105,257	\$2,479,833	\$6,935,864	\$102,757,959	\$263,205,885
MADERA	\$2,204,264	\$1,423,857	\$1,415,765	\$418,344	\$336,800	\$4,989,849	\$10,788,879
MARIN	\$1,691,249	\$2,253,587	\$1,113,127	\$268,658	\$258,414	\$3,828,523	\$9,413,559
MARIPOSA	\$678,809	\$525,927	\$435,989	\$118,335	\$103,719	\$1,536,638	\$3,399,416
MENDOCINO	\$1,577,702	\$1,124,573	\$1,013,334	\$353,823	\$241,065	\$3,571,486	\$7,881,984
MERCED	\$2,933,593	\$2,210,374	\$1,884,203	\$509,224	\$448,238	\$6,640,852	\$14,626,484
MODOC	\$997,786	\$870,918	\$640,863	\$56,708	\$152,457	\$2,258,714	\$4,977,446
<b>MONO</b>	<b>\$736,244</b>	<b>\$793,538</b>	<b>\$472,878</b>	<b>\$29,533</b>	<b>\$112,494</b>	<b>\$1,666,654</b>	<b>\$3,811,340</b>
MONTEREY	\$3,284,597	\$3,670,664	\$2,109,647	\$776,045	\$501,870	\$7,435,427	\$17,778,249
NAPA	\$1,206,548	\$1,376,514	\$774,948	\$286,418	\$184,354	\$2,731,294	\$6,560,076
NEVADA	\$1,230,809	\$1,427,016	\$790,530	\$283,061	\$188,061	\$2,786,214	\$6,705,692
ORANGE	\$15,490,885	\$25,977,700	\$11,764,006	\$678,474	\$2,366,929	\$35,067,119	\$91,345,113
PLACER	\$3,343,905	\$5,311,158	\$2,668,319	\$735,013	\$510,932	\$7,569,684	\$20,139,011
PLUMAS	\$821,366	\$1,061,174	\$528,087	\$135,424	\$125,501	\$1,859,348	\$4,530,900
RIVERSIDE	\$13,002,471	\$18,803,903	\$8,884,895	\$1,328,465	\$1,986,712	\$29,434,031	\$73,440,477

# EXHIBIT A

Attachment D

Estimated County Highway User Tax Account Revenues - FY 2020-21					SB 1 Revenues		
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	Loan Repayment	RMRA	TOTAL
ALAMEDA	\$8,669,752	\$12,674,091	\$5,772,663	\$419,257	\$0	\$17,635,214	\$45,170,975
ALPINE	\$166,155	\$291,026	\$138,424	\$22,943	\$0	\$337,978	\$956,526
AMADOR	\$803,270	\$613,473	\$466,010	\$180,909	\$0	\$1,633,938	\$3,697,601
BUTTE	\$2,769,252	\$2,220,100	\$1,606,556	\$394,625	\$0	\$5,632,957	\$12,623,490
CALAVERAS	\$1,219,128	\$867,517	\$707,266	\$294,256	\$0	\$2,479,838	\$5,568,005
COLUSA	\$957,938	\$600,324	\$555,739	\$109,646	\$0	\$1,948,549	\$4,172,196
CONTRA COSTA	\$7,332,023	\$10,319,632	\$4,948,944	\$905,387	\$0	\$14,914,128	\$38,420,114
DEL NORTE	\$495,806	\$298,750	\$287,638	\$102,119	\$0	\$1,008,524	\$2,192,837
EL DORADO	\$2,588,114	\$3,478,873	\$1,869,299	\$761,004	\$0	\$5,264,503	\$13,961,793
FRESNO	\$8,915,477	\$8,293,116	\$5,172,233	\$1,102,488	\$0	\$18,135,046	\$41,618,360
GLENN	\$1,168,779	\$734,838	\$678,057	\$128,242	\$0	\$2,377,424	\$5,087,339
HUMBOLDT	\$2,226,371	\$1,530,021	\$1,291,609	\$377,873	\$0	\$4,528,680	\$9,954,554
IMPERIAL	\$4,024,268	\$2,297,915	\$2,334,643	\$382,277	\$0	\$8,185,798	\$17,224,901
INYO	\$1,387,705	\$975,598	\$805,064	\$110,514	\$0	\$2,822,742	\$6,101,623
KERN	\$8,297,303	\$7,440,449	\$4,813,605	\$1,804,486	\$0	\$16,877,612	\$39,233,454
KINGS	\$1,725,164	\$1,146,012	\$1,000,838	\$200,235	\$0	\$3,509,170	\$7,581,419
LAKE	\$1,209,603	\$869,676	\$701,740	\$299,166	\$0	\$2,460,463	\$5,540,648
LASSEN	\$1,175,563	\$970,017	\$681,992	\$116,432	\$0	\$2,391,222	\$5,335,225
LOS ANGELES	\$52,127,454	\$75,469,225	\$34,409,174	\$2,576,434	\$0	\$106,032,887	\$270,615,174
MADERA	\$2,531,270	\$1,440,971	\$1,468,493	\$434,329	\$0	\$5,148,877	\$11,023,939
MARIN	\$1,942,148	\$2,343,472	\$1,156,116	\$278,789	\$0	\$3,950,539	\$9,671,064
MARIPOSA	\$779,512	\$528,710	\$452,227	\$122,588	\$0	\$1,585,611	\$3,468,647
MENDOCINO	\$1,811,757	\$1,167,839	\$1,051,074	\$367,285	\$0	\$3,685,310	\$8,083,266
MERCED	\$3,368,797	\$2,299,272	\$1,954,377	\$528,762	\$0	\$6,852,498	\$15,003,705
MODOC	\$1,145,809	\$872,294	\$664,731	\$58,550	\$0	\$2,330,700	\$5,072,084
<b>MONO</b>	<b>\$845,466</b>	<b>\$795,316</b>	<b>\$490,490</b>	<b>\$30,312</b>	<b>\$0</b>	<b>\$1,719,770</b>	<b>\$3,881,354</b>
MONTEREY	\$3,771,872	\$3,818,077	\$2,188,217	\$806,018	\$0	\$7,672,396	\$18,256,581
NAPA	\$1,385,542	\$1,431,173	\$803,809	\$297,243	\$0	\$2,818,342	\$6,736,109
NEVADA	\$1,413,401	\$1,475,816	\$819,972	\$293,756	\$0	\$2,875,012	\$6,877,956
ORANGE	\$17,788,984	\$27,031,199	\$12,228,316	\$704,631	\$0	\$36,184,719	\$93,937,850
PLACER	\$3,839,979	\$5,474,350	\$2,750,123	\$763,381	\$0	\$7,810,933	\$20,638,766
PLUMAS	\$943,217	\$1,064,486	\$547,199	\$140,344	\$0	\$1,918,606	\$4,613,853
RIVERSIDE	\$14,931,409	\$19,562,175	\$9,233,113	\$1,380,041	\$0	\$30,372,103	\$75,478,841

5-Year Funding Outlook (in \$1,000s)

Funding Sources	Total Investment	Previous	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Airport Enterprise Fund	\$ -						
CIP/General Fund	\$ 46	\$ 46					
<b>Civic Center (COPs, General Fund)</b>	<b>\$ 20,500</b>	<b>\$ 20,500</b>					
Courthouse Fine Fund	\$ 70		\$ 70				
Federal Lands Access Program (FLAP)**	\$ -						
Highway Bridge Program (HBP)**	\$ 2,970				\$ 100	\$ 170	\$ 2,700
Highway Safety Improvement Program (HSIP)**	\$ 1,000		\$ 1,000				
<b>Jail (SB844, CCP, in-kind match)</b>	<b>\$ 27,000</b>		<b>\$ 750</b>	<b>\$ 750</b>	<b>\$ 13,000</b>	<b>\$ 12,500</b>	
LTC OWP	\$ 166	\$ 41	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
RSTP	\$ 81	\$ 81					
SB1 - Excise Tax Resets, Inflationary Adjustments, & Loan Funds*	\$ -						
SB1 - Road Maintenance and Rehabilitation Account (RMRA)*	\$ 12,464	\$ 3,161	\$ 1,720	\$ 1,803	\$ 1,855	\$ 1,927	\$ 1,998
CaliforniaCityFinance Estimated Revenue Growth Rate				4.8%	2.9%	3.9%	3.7%
STIP - Eastside Lane Overlay/In-Place Recycle - Phase 1	\$ 1,272	\$ 1,272					
STIP - Airport Road Rehabilitation	\$ 1,400		\$ 1,400				
HIP - Airport Road Rehabilitation	\$ 104		\$ 104				
STIP - Long Valley Streets	\$ 2,250		\$ 2,250				
STIP - Eastside Lane - Phase 2	\$ 3,748					\$ 3,748	
Systemic Safety Analysis Report (SSARP, in-kind match)	\$ 45	\$ 28	\$ 17				
Zones of Benefit	\$ -						
	<b>\$ 73,116</b>	<b>\$ 25,129</b>	<b>\$ 7,336</b>	<b>\$ 2,578</b>	<b>\$ 14,980</b>	<b>\$ 18,370</b>	<b>\$ 4,724</b>

\*FY19-20 & FY20-21 Estimates from CSAC 5/14/20; Long-term

Estimates from CaliforniaCityFinance May 2020

\*\*Grant programs with uncertain availability

**Funding Sources Key**

ATP - Active Transportation Program

BSCC - Jail Revenue Bonds

CCP - Community Corrections Partnership

CDAA - California Disaster Assistance Act

COPs - Certificates of Participation

FLAP - Federal Lands Access Program

GF - General Fund

HBP - Highway Bridge Program

HIP - Highway Infrastructure Program

HSIP - Highway Safety Improvement Program

LTC OWP - Mono Local Transportation Commission Overall Work Program

RMRA - Road Maintenance and Rehabilitation Account (part of SB 1)

RSTP - Regional Surface Transportation Program

SB 1 - The Road Repair and Accountability Act

SB 844 - State Revenue Bonds for Jail Construction

SSARP - Systemic Safety Analysis Report Program

STIP - State Transportation Improvement Program

ZOB - Zone of Benefit



2020 5-Year Road CIP (in \$1,000s)

Projects		Funding Sources	Total Investment	Previous	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Complete	Mono City Slurry Seal & Dig-outs	RMRA	\$ 880	\$ 880					
	Benton Crossing Road Maintenance - Phase 1	RMRA with RSTP	\$ -						
	South Landing Road Overlay	RMRA	\$ 729	\$ 729					
	Hackney Drive/Shop Road Rehabilitation	RMRA	\$ -						
	Walker Senior Center Parking	CIP/General Fund	\$ 46	\$ 46					
	Bridge Asset Inventory Update	LTC OWP and RMRA	\$ 37	\$ 37					
	Transportation Asset Management/PMS/Aerial/PSRs	LTC OWP	\$ 38	\$ 38					
	In-house Engineering Labor	RMRA	\$ 170	\$ 170					
	Eastside Lane Rehabilitation - Phase 1	STIP (Fed), RMRA PS&E	\$ 1,272	\$ 1,272					
	<b>Mono County Civic Center</b>	<b>COPs</b>	<b>\$ 20,500</b>	<b>\$ 20,500</b>					
In Progress	Systemic Safety Analysis Report	SSARP, in-kind match	\$ 45	\$ 28	\$ 17				
	County Road Standards Update	LTC OWP	\$ 25		\$ 25				
	Bridgeport Courthouse Parking	Courthouse Fine Fund	\$ 70		\$ 70				
	Airport Road Rehabilitation	STIP & HIP (Fed) + RMRA Contingencies	\$ 1,704	\$ 18	\$ 1,686				
	Long Valley Streets Rehabilitation (Substation Rd, Crowley Lake Pl, Meadow View Dr, Lake Manor Pl, Aspen Terrace, Delta Dr, Hilton Creek Dr, Hilton Creek Pl, Crowley lake Cr, Elderberry Ln, Placer Rd, Pearson Rd, Wildrose Dr, Sierra Springs Rd, Wheeler View Dr, Montana Rd, Mtn View Dr, Foothill Rd, with minor adjustments...)	STIP (state only), RMRA ENV and PS&E	\$ 2,575		\$ 2,575				
	Twin Lakes Road Maintenance	RMRA	\$ 700		\$ 700				
	<b>Jail Replacement</b>	<b>SB844, CCP, in-kind matc</b>	<b>\$ 27,000</b>		<b>\$ 750</b>	<b>\$ 750</b>	<b>\$ 13,000</b>	<b>\$ 12,500</b>	
New/Proposed	Rock Creek Road Drainage Repairs	RMRA			\$ 25				
	Road Division Maintenance (Crack Sealing, etc.) - Project will support the 2021 Preservation Project.		\$ 541	\$ 41	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
	Bridge CIP - Bundle 1 (Concrete Deck Treatment)	RMRA	\$ 242		\$ 242				
	Bridge CIP - Bundle 2 (Asphalt Deck Treatment)	RMRA	\$ 66		\$ 6	\$ 60			
	Bridge CIP - Bundle 3 (Repainting)	RMRA	\$ 209		\$ 19	\$ 190			
	Bridge CIP Bundle 4 - Cunningham Lane and Larson Lane Repla	HBP with banked match	\$ 2,970				\$ 100	\$ 170	\$ 2,700
	Highway Safety Improvement Program Project**	HSIP	\$ 1,000		\$ 1,000				
	Transportation Asset Management/PMS/Aerial/PSRs	LTC OWP	\$ 100			\$ 25	\$ 25	\$ 25	\$ 25
	Virginia Lakes Road Maintenance	RMRA	\$ 760			\$ 760			
	2021 Preservation Project (Rock Creek Rd, Mt Morrison Rd & Convict Lake Rd Fog Seal & Stripe; Aspen Springs Ranch Rd, Gregory Lane, Larkspur Ln, Shanna Cr Slurry, Camp Antelope Rd, Patricia Ln, and others...)	RMRA	\$ 1,000			\$ 1,000			
	Benton Crossing Road Maintenance - Phase 2	RMRA	\$ 2,500				\$ 2,500		
	Antelope Valley Streets - Rehab (Pinenut Rd); Slurry/Chip (Larson Ln, Cunningham Ln, Topaz Ln, Offal Rd, Patricia Ln, Camp Antelope Rd)	RMRA	\$ 1,400					\$ 1,400	
	Eastside Lane Rehabilitation - Phase 2	STIP (Fed), RMRA PS&E	\$ 3,848				\$ 100	\$ 3,748	
Benton Crossing Road Maintenance - Phase 3	RMRA	\$ 2,689						\$ 2,689	
Down Canyon June Lake ZOB Amendment & Road Rehab	ZOB	\$ -							
			<b>\$ 73,116</b>	<b>\$ 23,759</b>	<b>\$ 7,215</b>	<b>\$ 2,885</b>	<b>\$ 15,825</b>	<b>\$ 17,943</b>	<b>\$ 5,514</b>
Remaining Balance			\$ 0	\$ 1,370	\$ 121	\$ (307)	\$ (845)	\$ 427	\$ (790)

Focus #1 - Deliver previously approved projects.

Focus #2 - Leverage County staff resources to deliver projects.

Focus #3 - Bridge maintenance and replacement.

Focus #4 - Implement safety improvements.



R20-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-2021  
FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND  
ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the County will receive an estimated \$1,719,770 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

**WHEREAS**, this is the fourth year in which the County is receiving SB 1 funding and will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the County has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the County maintain and rehabilitate streets/roads throughout the County this year and many similar projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the County's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade is expected to bring our streets and roads into a "good" condition; and



1 **PASSED, APPROVED and ADOPTED** this 7<sup>th</sup> day of July, 2020, by the following  
2 vote, to wit:

3 **AYES:**  
4 **NOES:**  
5 **ABSENT:**  
6 **ABSTAIN:**

7 \_\_\_\_\_  
8 Stacy Corless, Chair  
9 Mono County Board of Supervisors

10 **ATTEST:**

11 **APPROVED AS TO FORM:**

12 \_\_\_\_\_  
13 Clerk of the Board

14 \_\_\_\_\_  
15 County Counsel