



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 at far right.	Regular Meeting	MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517
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September 3, 2013

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

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

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

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

COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

9:00 AM Call meeting to Order

Pledge of Allegiance

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

CLOSED SESSION

BOARD OF SUPERVISORS

CLOSED SESSION WILL FOLLOW REGULAR MORNING SESSION

1a) **Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS.** Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente, and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--exclusive representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

1b) **Closed Session - Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.** Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Federal Energy Regulatory Commission Hydroelectric Relicensing P1390 (Lundy).

1c) **Closed Session -Conference With Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.** Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Standard Industrial Minerals.

1d) **Closed Session - Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.** Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Madrid v. County of Mono et al.

2) **APPROVAL OF MINUTES**

9:00 a.m.

A. Approve minutes of the Regular Meeting held on August 13, 14, 15, 2013.

- B. Approve minutes of the Special Meeting held on August 15, 2013.
- C. Approve minutes of the Regular Meeting held on August 20, 2013.

3) **BOARD MEMBER REPORTS**

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

Approximately COUNTY ADMINISTRATIVE OFFICE
10 Minutes

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

Approximately **DEPARTMENT REPORTS/EMERGING ISSUES**
15 minutes (PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Approximately CONSENT AGENDA
5 minutes for

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

CLERK OF THE BOARD

- 5a) **Appointment of Gina Barsi to the Chalfant Valley Fire Protection District** - Gina Barsi will be filling a term left vacant by Margaret Phelps which had expired in November, 2012. This item is being sponsored by Supervisor Stump.

Recommended Action: Appoint Gina Barsi to the Chalfant Valley Fire Protection District. She will be filling a vacant seat that expired in November, 2012. This newly appointed term will expire in November, 2016.

Fiscal Impact: None.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 6a) **Appointment of Long Valley RPAC Committee Member** - Consider new appointment, Hank Brown, to the Long Valley Regional Planning Advisory Committee as recommended by Supervisor Stump.

Recommended Action: Appoint Hank Brown to the Long Valley Regional Planning Advisory Committee.

Fiscal Impact: No impact.

FINANCE

- 7a) **2013-14 Tax Rate Resolution** - Proposed resolution approving Tax Rates for 2013-14.

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

Fiscal Impact: None.

- 7b) **Treasury Transaction Report 731** - Per Mono County Investment Policy, monthly transaction report for July 2013.

Recommended Action: Informational only.

Fiscal Impact: None.

COUNTY ADMINISTRATIVE OFFICE

Additional Departments: Human Resources

- 8a) **Emergency Medical Services Manager Employment Contract** - Proposed resolution approving an employment agreement with Robert DeForrest as Emergency Medical Services (EMS) Manager, and prescribing the compensation, appointment and conditions of said employment. Under the agreement, Mr. DeForrest would be appointed to the position of Emergency Medical Services (EMS) Manager with an effective start date of September 20, 2013.

Recommended Action: Adopt Resolution R13-___, approving an employment agreement with Robert DeForrest and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: The fiscal impact for this contract is \$114,462 for the remaining 10 months of 2013/2014 including salary of \$62,750 and benefits of \$51,712. There is sufficient appropriation in the 2013/2014 CAO recommended budget.

COUNTY COUNSEL

- 9a) **Letter to Gov. Brown re signature of A.B. 151** - Proposed letter from the Board to Governor Brown urging his signature on A.B. 151 (authorizing counties to provide financial assistance to disabled veterans).

Recommended Action: Approve and authorize the Board Chair to sign proposed letter from the Board to Governor Brown urging his signature on A.B. 151 (authorizing counties to provide financial assistance to disabled veterans).

Fiscal Impact: None.

REGULAR AGENDA

CORRESPONDENCE RECEIVED
(INFORMATIONAL)

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

CLERK OF THE BOARD

10a) **Southern California Edison Letter** - Correspondence dated August 20, 2013 from Ms. Meiers de Pastino, Attorney for SCE, regarding Notice of Application of SE for Approval of Greenhouse Gas Cap-and-Trade Program Revenue Allocation and Return to Customers.

10b) **Resolution of Appreciation from Bridgeport RPAC** - A Resolution of Appreciation from the Bridgeport RPAC to Mike Crawley, Bridgeport District Ranger for the Humboldt-Toiyabe National Forest. This is informational for the Board.

HEALTH DEPARTMENT

11a) **2013-2014 Public Health Emergency Preparedness Agreements (Dr. Richard Johnson)** - Proposed 2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding (Allocation Agreement) and non-supplantation form.
15 minutes
(10 minute presentation, 5 minute discussion)

Recommended Action: Approve and authorize the non-supplantation form and authorize Public Health Director to sign and amend the 2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding (Allocation Agreement).

Fiscal Impact: \$306,565 grant revenue to the Health Department. No general fund impact.

COUNTY ADMINISTRATIVE OFFICE

Additional Departments: Human Resources

12a) **Assessor Appointment (Jim Leddy)** - Proposed resolution prescribing the salary for county assessor and proposed appointment of Robert Musil as county assessor. Mr. Musil will also be sworn in and take office immediately.
10 minutes
(5 minute presentation, 5 minute discussion)

Recommended Action: Adopt Resolution R13-___, prescribing the salary for the office of assessor. Appoint Robert Musil to the office of assessor pursuant to Government Code section 25304 (thereby filling the current vacancy in that elective office).

Fiscal Impact: The salary is budgeted at \$108,000 with benefits at \$66,104 for a total of \$174,104.

FINANCE

13a) **Budget Hearings (Leslie Chapman)** - Public hearing regarding Fiscal Year 2013-2014 Final Budget – Proposed resolution adopting the final Mono County budget for fiscal year 2013-2014. To view the Final Budget Hearings Document, please visit the following link: <http://monocounty.ca.gov/auditor/page/201314-budget-hearings-final>.
Public Hearing
10:00 a.m.
1 hour (10 minute presentation, 50 minute discussion)

Recommended Action: Adopt proposed resolution #R13-_____, adopting the final Mono County budget for fiscal year 2013-2014. Provide any desired direction to staff.

Fiscal Impact: FY 2013-2014 - \$ 63,177,543. General Fund \$ 35,738,734; Other Funds \$21,866,532; Enterprise Funds \$ 3,007,979; Dependent Districts \$ 2,564,298.

ECONOMIC DEVELOPMENT

Additional Departments: County Counsel

14a) **Conway Ranch Irrigation (Dan Lyster)** - Oral staff report and Board discussion regarding Conway Ranch irrigation, including irrigation specialist services and related issues.
1 hour (10 minute staff report 20 minute public input, 30 minute Board discussion)

Recommended Action: Provide any desired direction to staff.

Fiscal Impact: None.

12:00 P.M. TO 2:00 P.M.
CLOSED SESSION
REGULAR SESSION WILL COMMENCE AT 2:00 P.M.

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

COUNTY COUNSEL

Additional Departments: Ag Commissioner/Sealer of Weights and Measures

- 15a) **Appointment of Ag Commissioner/Sealer of Weights and Measures (Marshall Rudolph, Nathan Reade)** - Proposed appointment of Nathan Reade as County Agricultural Commissioner and County Sealer of Weights and Measures for Mono County, and proposed Agreement between the County of Inyo, County of Mono, and Nathan Reade for the provision of personal services as a county officer.
- 10 minutes
(5 minute presentation;
5 minute discussion)

Recommended Action: Appoint Nathan Reade to the consolidated office of County Agricultural Commissioner and County Sealer of Weights and Measures for Mono County, and approve County entry into proposed Agreement between the County of Inyo, County of Mono, and Nathan Reade for the provision of personal services as a county officer.

Fiscal Impact: Already budgeted, consistent with previous costs for County Agricultural Commissioner and Sealer of Weights and Measures.

PUBLIC WORKS - ROAD DIVISION

- 16a) **Speed Limit Ordinance (Jeff Walters)** - Three Mono County roads were included in recent speed surveys. The results of these surveys recommended that new or revised speed limits be created.
- 15 minutes
(5 minute presentation,
10 minute discussion)

Recommended Action: Introduce, read title, and waive further reading of Ordinance No. 13-___, "An Ordinance of the Mono County Board of Supervisors Amending Sections 11.12.030 and 11.12.040, and Adding Section 11.12.070 to, the Mono County Code Pertaining to Speed Limits." Direct staff to agendize the ordinance for adoption at the next regularly-scheduled meeting of the Board of Supervisors. Provide any desired direction to staff.

Fiscal Impact: \$1,000 or less to the Road fund. These costs are included in the 2013-14 budget.

PUBLIC WORKS - ENGINEERING DIVISION

- 17a) **Convict Lake Road Rehabilitation Project** – Update on Scoping Process for Federal Lands Access Program (FLAP) Grant Funding (Garrett Higerd) - The proposed project would rehabilitate approximately 2.7 miles of Convict Lake Road and add an up-hill bicycle climbing lane to steep sections. The project has been short-listed, scoping documents are being prepared, and it may be selected for funding by the California
- 15 minutes
(5 minutes presentation,
10 minutes

discussion) Programming Decisions Committee at its October meeting.

Recommended Action: Receive staff report and provide direction to staff.

Fiscal Impact: 11.47% of costs for scoping documents, not to exceed \$10,000. If selected by California's Programming Decisions Committee, the project cost would be paid for with Federal Lands Access Program (FLAP) funds, with an 11.47% local match. The scope of the project is being evaluated and a preliminary cost estimate is being prepared. Regional Transportation Improvement Program (RTIP) funds can be programmed toward the match by the Mono LTC. In addition, County would provide in-kind staff time and other necessary resources for CEQA compliance (which could include hiring outside consultants), project coordination and engineering review, partially chargeable to LTC funds.

Additional Departments: IT

17b) **Update on 2013 Mono County Asset Management System Creation and Implementation (Garrett Higerd and Nate Greenberg)** - Public Works and IT have been working with a consultant to build a new, GIS-based asset management system to track and evaluate pavement condition, striping, signage, bridges, drainage facilities and other infrastructure.
30 minutes
(10 minute presentation,
20 minute discussion)

Recommended Action: Receive staff report and provide direction to staff.

Fiscal Impact: None. The Asset Management System was funded by the Mono LTC.

17c) **Report on State Transportation Improvement Program (STIP) Road Maintenance and Rehabilitation Projects (Garrett Higerd)** - Update on road rehabilitation construction and priorities for future projects.
30 minutes
(10 minute presentation,
20 minute discussion)

Recommended Action: Receive staff report and provide any desired direction to staff. Prioritize road rehabilitation projects for consideration by the Mono Local Transportation Commission at their next meeting.

Fiscal Impact: There will be no General Fund impact. Projects selected by the Mono Local Transportation Commission (LTC) are funded with state and/or federal funds.

COUNTY COUNSEL

18a) **2013 Great Basin Water Forum (Stacey Simon)** - Designation of Board

10 minutes member(s) to attend the Great Basin Water Forum to be held on October
(5 minute 18, 2013, in Bishop, California. Determination of whether Board
presentation, member(s) will attend October 17, 2013, field trip.
5 minute
discussion)

Recommended Action: Designate attendees. Provide any direction to staff.

Fiscal Impact: None.

ADJOURNMENT

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session--Human Resources		

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
8/14/2013 8:34 AM	County Administrative Office	Yes
8/27/2013 11:24 AM	County Counsel	Yes
8/14/2013 8:26 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Conference with Legal Counsel		

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Federal Energy Regulatory Commission Hydroelectric Relicensing P1390 (Lundy).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
8/27/2013 11:36 AM	County Administrative Office	Yes
8/27/2013 11:51 AM	County Counsel	Yes
8/27/2013 1:19 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session -Conference With Legal Counsel		

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Standard Industrial Minerals.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
8/27/2013 11:51 AM	County Administrative Office	Yes
8/27/2013 11:52 AM	County Counsel	Yes
8/27/2013 1:20 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Conference with Legal Counsel		

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
8/27/2013 11:54 AM	County Administrative Office	Yes
8/27/2013 11:53 AM	County Counsel	Yes
8/27/2013 1:22 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Board Minutes		

AGENDA DESCRIPTION:

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

A. Approve minutes of the Regular Meeting held on August 13, 14, 15, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [Draft 08 13 14 15](#)

History

Time	Who	Approval
8/20/2013 2:41 PM	County Administrative Office	Yes
8/27/2013 11:56 AM	County Counsel	Yes
8/22/2013 10:21 AM	Finance	Yes



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

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

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

August 13, 14, 15, 2013

Flash Drive	#1002, 1003
Minute Orders	M13-182
Resolutions	R13-62 to R13-65
Ordinance	Ord13-04 – NOT USED

9:02 AM Meeting Called to Order by Chairman Hunt.

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

Pledge of Allegiance led by Chairman Hunt.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

*Closed Session: 9:03 a.m.
 Break: 10:30 a.m.
 Reconvene: 10:35 a.m.
 Lunch: 12:17 p.m.
 Break: 3:21 p.m.
 Reconvene: 3:29 p.m.
 Adjourn: 6:42 p.m. on 8/14/13*

CLOSED SESSION

There was nothing to report out of closed session.

BOARD OF SUPERVISORS

- 1a) **Closed Session--Human Resources** - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff

Note

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

Department's Management Association (SO Mgmt). Unrepresented employees: All.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2) **APPROVAL OF MINUTES**

None

3) **BOARD MEMBER REPORTS**

Supervisor Alpers:

- Attended June Lake Fireman's picnic; very large. Sense of contentment around the locals

Supervisor Fesko:

- No report.

Supervisor Hunt:

- No report.

Supervisor Johnston:

- Attended LTC Meeting; working on strategic planning process.

Supervisor Stump:

- The Chalfant Mercantile is open for business and food.

COUNTY ADMINISTRATIVE OFFICE

4) **CAO Report regarding Board Assignments**

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

Jim Leddy:

- Spent all last week preparing for this week of budget hearings.
- Special meeting for the potential Assessor appointment is scheduled for Thursday morning.
- Will be meeting with BLM.
- Met with Douglas County Administrator to discuss collaborating counties where/when possible. Better ways to enhance North County services.
- Spoke with Fresno County and Tuolumne CAO's, they are coming out of a major budget crunches.

DEPARTMENT REPORTS/EMERGING ISSUES

Nathan Reade, Agriculture Department (replacing George Milovich):

- The partnerships in place between Mono and Inyo are extremely beneficial; he looks forward to serving board and continuing the partnership that's been built up.
- New MOU in place with the Mammoth Lakes Mosquito Abatement District.
- Marshall Rudolph: We have a shared MOU with Inyo for the Agriculture Commissioner. Wondering whether this board needs to formally appoint Nate at this end. He will check.

Scott Burns:

- At Local Transportation Meeting yesterday, reviewed new allocation estimates for Mono County. Came in higher than expected.
- Association of Environmental Professional Conference coming up in Mammoth Lakes. September 26-27, may have some information valuable to Supervisors.
- Wendy Sugimura – travelled to Sonora to attend hearing regarding frogs. This was not a formal congressional hearing. Sierra Nevada Yellow Legged Frog and the Yosemite Toad are only two species that affect Mono County. Mono County's issues will be quite a bit different than other counties. She had productive conversations with Inyo and US Fish and Wildlife Service.

Note

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- Supervisor Fesko: maps regarding frog issues that were given out didn't seem very accurate; would like better maps. To Nate with Agriculture Department: he may need to take a stand on this issue at some point.
- Supervisor Stump: Asked Wendy about Dr. James Paulus to look at this from a biological and scientific standpoint.
- Supervisor Johnston: would Inyo be willing to assist us with Dr. Paulus studies? (Wendy: John Hart and Elaine Cabala from Inyo attended meeting as well.)

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.)

PUBLIC WORKS - SOLID WASTE DIVISION

- 5a) **CalRecycle Grant Authorization** - A Resolution of the Mono County Board of Supervisors authorizing the Public Works Director to apply for CalRecycle grants, and enter into related grant agreements for a period of five years.
- R13-62** **Action:** Adopt proposed resolution #R13 – 62, authorizing the Public Works Director to apply for CalRecycle grants, and enter into related grant agreements for a period of five years.
Johnston moved; Fesko seconded
Vote: 5 yes; 0 no

Supervisor Fesko:

- Asked for clarification regarding time period.

COUNTY COUNSEL

- 6a) **Deputy County Counsel Employment Agreement** - Proposed resolution approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment. Ms. Milovich would be employed as a Deputy County Counsel I, filling a vacancy in an existing deputy position.
- R13-63** **Action:** Adopt Resolution R13-63, approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment.
Johnston moved; Fesko seconded
Vote: 5 yes; 0 no
Marshall Rudolph:
- Board has indicated approval to bring on Christian Milovich into the County Counsel's office. It was a very competitive process; lots of candidates to choose from.
 - Her main experience is in Immigration Law; not a problem. They bring people in at entry level all the time. She will start September 9th.
- 6b) **Employment Agreement Amendment (Johnson)** - Proposed Resolution approving an agreement and first amendment to agreement re employment of Richard Johnson.
- R13-64** **Action:** Adopt Resolution R13-64, approving an agreement and first

Note

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amendment to agreement re employment of Richard Johnson.

Johnston moved; Fesko seconded

Vote: 5 yes; 0 no

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

CLERK OF THE BOARD

- 7a) No Correspondence

BOARD OF SUPERVISORS

- 8a) **Resolution of Appreciation for Mary Booher** (Board of Supervisors) -
Resolution of Appreciation recognizing Mary Booher for her years of service.

- M13-182** **Action:** Approve and present resolution.
Johnston moved; Fesko seconded
Vote: 5 yes; 0 no
Supervisor Hunt:
- Read and presented resolution to Mary Booher.

SOCIAL SERVICES

Additional Departments: Behavioral Health and Public Health

- 9a) **Affordable Care Act: Implementation in Mono County** (Kathy Peterson, Social Services; Robin Roberts, Behavioral Health; Hilary Bayliss, Public Health) - Workshop regarding Affordable Care Act (ACA) implementation in Mono County, by Kathy Peterson, Social Services; Robin Roberts, Behavioral Health; and Hilary Bayliss, Public Health. Presentation will describe the expanded role of Mono County Health and Human Service Departments in educating, enrolling, and serving eligible county residents under the ACA, and in implementing this aspect of the law. Description of activities already underway and needed action from Board to help meet the challenge of health care reform implementation.

Action: None.

Kathy Peterson (Powerpoint, copy kept on file with today's agenda folder):

HEALTH CARE REFORM & AFFORDABLE CARE ACT IN MONO COUNTY:

- Affordable Care Act Basics
 - ACA Implementation
 - Medi-Cal Expansion
 - Tax Subsidy Exchange-Based Coverage
 - Affordable Care Act Estimates, Medi-Cal Expansion and Tax Subsidy Exchange-Based Coverage (Mono County vs. Statewide)
- Department Operations
 - Social Services
 - Behavioral Health

Note

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

- Public Health
- 2014 Operations – Phone Network
- Operations – Culture Change for All
- Expectations & Challenges
 - New way of doing business; new language
 - Outreach Strategies
 - Key Challenges
- Implementation Activities
 - Hiring new staff for Social Services and Behavioral Health
 - Training staff
 - Prepping facilities and technology
 - Implement policy and business process changes
 - Respond to unfolding information and short timeframes
 - New Vision
- Other comments:
 - She's most concerned with the rule changes; making sure her staff has the tools they need to serve residents. There's complexity in this.
 - In case constituents ask who HAS to purchase coverage, she has a one page handout.

Francie Evitia (Eligibility Supervisor):

- Regulations still in the works and are changing to make certain things easier.
- Nothing can be put into the system until January 1st.

Robin Roberts (Behavioral Health):

- There hasn't been a lot of guidance; she feels proud that these departments have stepped up to figure out and prepare for the implementation of this.
- Social Services will be impacted hardest in the beginning; but if her caseload increases by 50% it's going to be a big issue.
- She thinks her office will feel the brunt more by March.

Supervisor Hunt:

- Sounds like they are preparing well; how sustainable is this?

Supervisor Johnston:

- Great job on preparing for this; he understands there will be glitches but this is going in the right direction.
- Maybe we won't need a new jail right away with all the collaboration going on.

Supervisor Alpers:

- Asked what biggest concern might be with this?

Supervisor Stump:

- Teamwork shown getting in front of this will make being a resident of Mono County a good thing.

PROBATION

10a)

Approval of Memorandum of Understanding with Division of Juvenile Justice (Karin Humiston) - Proposed resolution approving a Memorandum of Understanding with the California Department of Corrections and Rehabilitation (CDCR) Division of Juvenile Justice (FY 2013-14).

R13-65

Action: Adopt proposed resolution #R13-65, approving a Memorandum of Understanding with the CDCR Division of Juvenile Justice for FY 2013-14.

Alpers moved; Johnston seconded

Vote: 5 yes; 0 no

Marshall Rudolph:

- This was moved from last week's agenda; he's happy to say that as of yesterday afternoon, we got the correct MOU with the changes to implement today.
- Explained changes; County Counsel is fine with the current draft.

Note

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

PUBLIC WORKS - SOLID WASTE DIVISION

11a) **Formation of a Solid Waste Advisory Group** (Tony Dublino, Jim Leddy) - Presentation by Tony Dublino and Jim Leddy regarding update on Solid Waste issue and the possible formation of a Solid Waste Advisory Group.

Action: None.

Tony Dublino:

- Here for a discussion on a formation of a Solid Waste Advisory group, based on previous board direction.
- There was some discussion as to whether or not the Solid Waste Task Force could do this; it was decided it should only be elected officials on the Advisory Group.
- Wants to elevate the conversation about this. He thinks having designated reps from our board and the Town Council would be very beneficial.
- We're under a legal requirement to have a task force in place. He sees this new group as being able to make budgetary and policy decisions the task force cannot make.

Jim Leddy:

- The Advisory Group would work more on policy issues; relying on the task force to deal with more of the technical aspects, not direction of policy.
- This is to have a better conversation format.
- The idea is that the Advisory Group would bring in appropriate interests as needed.
- Really about education, showing public the challenges ahead, getting questions answered.
- He can speak with Town Manager on how this was received at Council level.
- He will work with Supervisor Johnston and the Town first to draft something up. Maybe the September 3rd meeting.

Supervisor Fesko:

- Would like clarification as to how the groups would operate – why have two?
- He's not sure the current task force works the way Jim sees it working.
- Having sat on the task force before, there didn't seem to be much "power" to do anything. Not much got accomplished.
- This new group would not have any control over the Solid Waste Enterprise Fund?
- Likes the idea of Advisory Group going away once discussions/issues get rolling.

Supervisor Johnston:

- Initially the task force was not objective; some people got kicked off.
- We are different than Sonoma County; here we only have two jurisdictions. He feels it needs to be more of a blue ribbon approach.
- Should be comprised of people who don't have financial ties.
- All of this evolved out of the MERF issue.

Supervisor Stump:

- He finds Supervisor Johnston's idea interesting. Curious as to how much engagement we'd get?
- He'd like to revisit this and look logistically at how it would function? Could we get enough stakeholders to the table?

Supervisor Hunt:

- He thinks having public meetings and making it public process would be beneficial; he does think having four elected officials on board would be useful.
- In the past he's felt a bit in the dark with the Town's position.
- Maybe a simple committee on a temporary basis.

Supervisor Alpers:

- Asked for a possible motion from Supervisor Johnston to get a group organized.

LUNCH

Note

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OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

FINANCE

12a)

Budget Workshop (Leslie Chapman, Finance Director, Jim Leddy, CAO, Department heads and fiscal staff) - Presentation by Jim Leddy and Leslie Chapman with subsequent discussion regarding budget status to date, along with input from departments and opportunity for the Board to ask questions, consider alternatives and provide input for development of the 2013-2014 final budget. Budget workshop documents can be accessed online:
<http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

Action: None.

Jim Leddy, CAO (Budget Kickoff):

- He thanked staff for their efforts. This is a bridge between how the county used to conduct business to how they are going to HAVE to conduct business.

POWERPOINT (to be uploaded to the web):

- Economic Overview
- Property Tax Trends (2001-2013)
- Mono County Property Tax Dollar
- Mono County FY 2013-2014 Recommended Budget (\$63.18 million)
- Total Budget Sources
- Total Budget Uses
- Total Budget Trends
- General Fund Sources
- General Fund Uses
- General Fund Trends
- County Staffing Trends
- General Fund Reserves
- County Liabilities – Unmet Needs
- General Fund Policy Items
- Non-General Policy Items
- FY 2013-2014 Recommended Budget Proposes
- What Recommended Budget does not do
- Long View Required to Strengthen Mono County – Strategic Planning Must Continue
- Budget Development – Looking Forward
- Next Steps

Board Comments:

Supervisor Stump:

- This is the best put together budget he's ever seen for Mono County. It's clear and laid out well.
- Asked when Prop.172 gets discussed?

Supervisor Hunt:

- This budget goes to a larger degree of detail. He very much appreciates it.
- Part of our job as Supervisors is education and this budget helps.

Supervisor Fesko:

- He agrees with previous comments; feels this budget is a step in the right direction.
- He was always under the impression that the Reserves were for the budget problems.
- We should've taken steps in the past to alleviate the steps we're taking now.
- A87 Costs – why the different categories?

Supervisor Johnston:

- He agrees the budget is well done; he will have some issues to discuss when the time

Note

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comes up.

- Reserve funds were used to bail out the Solid Waste fund. This was because the board at that time was unwilling to create a Solid Waste fund that dealt with its mean. So, the Reserves continued to be drained.
- Reserves for “reserves sake” doesn’t do anybody any good.
- Needs to be a balance between what we use and what we use it for. The goal is to provide services for the public. Period.
- Asked about Carb policy item discussion.
- Overtime has caught his attention – when will this be discussed?
- State Controller issues a report yearly – what counties/cities spend on personnel. There are 58 in the state – why are we 9th highest in the state?
- Car Allowance Issue.

Supervisor Alpers:

- He agrees it’s a great document; appreciates the sections about public meetings and how their input has been incorporated.
- He feels the public could actually understand it.
- How long will it take to rebuild the reserves?
- Asked when public addresses budgetary needs?

Leslie Chapman:

- Reserves can be used for operations one time a year; after that it’s only for emergencies.
- Currently there is a policy that we will try to have 15% in our reserve fund.
- She can do an analysis about why we’re number #9 in compensation.
- Prop. 172 – she’d like it discussed with policy items.
- A87 Costs – Last year included in middle of services/supplies. She wanted stronger controls into the computer system. Had to be taken out of that category to get controls in place to work correctly.

Department Heads

The following Department Heads came before the board and summarized and answered questions about their budgets:

- Ralph Obenberger - Sheriff (Boating, Court Security, Emergency Services, Jail, Search and Rescue, Sheriff Operating Budget).
 - General questions about overtime budget; request from Board to poll a couple other counties to see what percentage they spend on overtime.
 - Asked to look into using reserve officers as backfill. Also, what is the benefit to using extra deputies vs. overtime?
- Tim Kendall – D.A. (District Attorney Operating, Victim Witness, Drug Task Force).
 - Asked how much the D.A.’s office has had to spend due to MLPD cutbacks (bring numbers back).
 - Asked about success with Diversion Program (bring numbers back).
 - Overtime discussion – only 1% of budget; how does this compare with other counties?
 - Leslie Chapman – discussion about proposed CalMMET monies and recommendation against requested contract Investigator. FTS request discussion.
- Karin Humiston – Probation (Adult Probation, Juvenile Probation)
 - Asked about overtime budget.
 - Violent repeat offenders? (Bring back stats later.)
- Lynda Roberts – Clerk/Recorder (Board of Supervisors, Clerk/Recorder General, Elections)
- Aimee Brewster – Assessor
 - Discussion about requested FTS position.
- Angelle Nolan – Animal Control (Animal Control General, South County Animal Control)
 - Proposing that Nancy Boardman’s position be eliminated.
 - Asked about staffing levels.

Note

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- Asked about overtime budget.
- Marshall Rudolph – County Counsel
- Tom Perry – Community Development (Building Inspector)
 - Asked about General Fund monies in relation to fees.
 - Waiver of fees discussion
- Scott Burns – Community Development (Code Enforcement, Housing Development, LAFCO, Planning Commission, Planning & Transportation)
 - Housing money discussion; maybe have a semi-annual Housing Authority meeting?
 - LAFCO needs a rep from anywhere north of Mammoth.
 - There's not enough fire power with all the monies coming in; an intern position has been requested.
 - Mary Booher's position, very important to be replaced.
- Dan Lyster – Economic Development (Conway Ranch, Economic Development General, Fish Enhancement, Fish & Game, Conway Ranch, Tourism)
 - \$5,000 additional money discussion.
 - Any way to cut back on the \$200,000 budget? (Would have to go to the Tourism Commission to see where cutbacks could possibly be made.)
 - Discussion about June Lake funds, fees.

8/13/13 Meeting ended at 6:06 p.m.

ADJOURN TO 9:00 AM WEDNESDAY, AUGUST 14, 2013.

**ADJOURNED REGULAR MEETING
AUGUST 14, 2013, 9:00 AM**

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

9:00 AM

Meeting Called to Order by Chairman Hunt.

Pledge of Allegiance by Supervisor Stump.

Break: 10:20 a.m.

Reconvene: 10:30 a.m.

Break: 12:18 p.m.

Reconvene for Working Lunch: 12:22 p.m.

Break: 12:58 p.m.

Reconvene: 1:05 p.m.

Break: 2:58 p.m.

Reconvene: 3:07

Adjourn: 6:42 p.m.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Ralph Lockhart (June Lake):

- Funding for Economic Development; revisiting what was done last year for June Lake.
- He has some interesting, palatable suggestions.
- Not just about June Lake – about how to increase TOT sales tax in entire county. It's about economic future of Mono County.
- Last year they were given \$100,000 from the board; detailed what money was spent on.
- Suggests reallocating funds again but in a different way. Idea is allocate \$100,000 for specific things that will help in the future. Continuing events from last year, a visitor's guide, PR firm, based on where TOT comes from. In this case, June might get ½

Note

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because they generate a lot of TOT.

- Two things that offer potential for future: recently got a buyer for the Rodeo Grounds and the Mammoth based land exchange.
- Discussed things to spend allocated money on.
- Important to make sure public is aware that June is opening this winter and of all the other things being offered.
- All of this is investment to future economic growth.
- Trying to grow TOT tax basis; he feels for other communities too.
- Winter Festival and the Snowmobile Rally top two events from last year.

SUPERVISOR COMMENTS:

Supervisor Stump:

- Agrees with some of what Ralph said but thinks he needs to get some of his figures straight.
- He's not for or against money for June; there are just a lot of other priorities needed now.
- His job is to speak for his District.

Supervisor Johnston:

- It appears as if the Town of Mammoth Lakes is putting a lot of money into marketing; won't there be spinoff for June?

Supervisor Alpers:

- What are top two events planned for this winter?

Supervisor Hunt:

- Suggested putting in a request for funding for certain events NOW for this year's funding allocations.

Supervisor Fesko:

- He is impressed with what June Lake did with the money last year and it wasn't just from the money the Board allocated.
- He has to look out for his constituents; we need to look at overall increase throughout the county, not just June.
- Would love to see the \$40,000 request go up to \$100,000; doesn't know where the money would come from.

Connie Black (Double Eagle):

- Sale of Rodeo Grounds is huge thing for entire county; buyer very open to potential that is there. This should be a focal point to expanding economic development. We need to assist this developer.

Leslie Chapman:

- Just wanted to make sure Ralph knows that there is a program where the Board does contribute money to different organizations each year; the Board usually has \$75,000 allocated.

FINANCE

Additional Departments: County Administrator's Office

12b)

Continuation of Budget Workshop (Leslie Chapman, Jim Leddy, Department Heads and fiscal staff) - Presentation by Leslie Chapman, Jim Leddy, Department Heads and fiscal staff regarding the continuation of August 13 budget workshop with the Board to provide information, consider budget options and get Board direction in anticipation of finalizing the 2013-2014 County Budget. Budget workshop documents can be accessed online: <http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

Action: None.

Note

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Department Heads

The following Department Heads came before the board and summarized and answered questions about their budgets. Board members provided direction as necessary.

- Mary Booher – Public Works (Public Works, Airports, Zones of Benefit, Motor Pool, Road Department)
 - Board concerned about work load; specifically, Garrett is stretched very thin in his position. Getting Public Works Director position filled will help address this.
 - Fleet discussion. To be brought back as workshop.
- Joe Blanchard – Public Works (Campgrounds, Capital Improvement, Cemeteries, Facilities)
 - Discussion about campground fees.
 - Discussion about heavy vehicle replacement; CARB compliance.
 - Mike Curti addressed board as a Special District – there are many vehicles that cannot be replaced as Carb compliant in his district.

12c)

Property Tax Administration Fees Workshop and Comment Period (Leslie Chapman, Finance Director) - Presentation by Leslie Chapman regarding Mono County Policy pertaining to Annual Reporting of Property Tax Administration Fees, and subsequent public comment period.

Action: None.

Leslie Chapman:

(Powerpoint, copy to be posted online):

- Background
- Process
- Summary of Changes
- Allocation Procedure
- Refunds – 2012/2013
- Additional information (Mono County Property Tax Administration Allocation)

Other comments:

- Approximately \$300,000 of this is A87 costs.
- What is the result Supervisors are looking for?

Supervisor Stump:

- Asked about Assessor's functions with or without special districts.
- Wanted to know what figure represents additional time and effort required to carve out property taxes due and distribute that money to the special districts? He's never had this question answered directly.
- A87 charges that get wrapped into the Admin fee – part of this money is A87 charges. How much? Feels something is wrong with this picture.
- He thinks the A87 workshop needs to occur – maybe charge less A87 fees?
- He supports the refunds for the six smallest fire districts.
- Mammoth Fire has provided OES Fire Rescue function for free.

Supervisor Hunt:

- Never a question how valuable fire districts are. Question is, why so many variables?

Marshall Rudolph:

- Methodology of this particular fee is mandated by statute. It says you "shall" charge the fee.

PUBLIC COMMENTS:

Mike Curti, Antelope Valley Fire Protection District:

- Thanked Board for last year's refund. Every dollar goes into equipment to help fire districts respond in order to save property and lives. And fuel.

Brent Harper, Mammoth Lakes Fire Protection District:

- Thanked Board for refund given last year.
- Spoke about property taxes paid; about services they provide.

Note

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- His view similar to Supervisor Stumps – the A87 costs need to be figured out.

NO LUNCH, CONTINUED WORKING

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

12d)

FINANCE

Additional Departments: County Administrator's Office

Continuation of Budget Workshop (Leslie Chapman, Jim Leddy, Department Heads and fiscal staff) - Presentation by Leslie Chapman, Jim Leddy, Department Heads and fiscal staff regarding the continuation of August 13 budget workshop with the Board to provide information, consider budget options and get Board direction in anticipation of finalizing the 2013-2014 County Budget. Budget workshop documents can be accessed online: <http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

Action: None.

CONTINUED THROUGH LUNCH, AFTER PROPERTY TAX ADMIN. DISCUSSION

Department Heads

The following Department Heads came before the board and summarized and answered questions about their budgets. Board members provided direction as necessary.

- Tony Dublino – Solid Waste
 - Fund discussion. Specifics to be brought back with Final Budget approval.
- Nate Greenberg – Information Services
- Hillary Bayliss, Pat McGee - Public Health (Public Health, Emergency Preparedness, Tobacco Control)
 - A87 cost concern. Bring back mid-year?
- Mary Booher – Public Health (Emergency Medical Services)
 - Overtime discussion.
 - Needs for Paramedics in District 2.
 - Requested change in the budget First Responder money is coming from.
 - Need workshop with Dr. Johnson to decipher how much ICEMA really does for us.
- Kathy Peterson – Social Services (Aid Dept., General Relief, Senior Programs, Social Services General, Workforce Investment Act, WRAP-Foster Care)
 - Requested a mid-year review of Senior Program, etc.
 - PSA's for foster care – money available?
- Robin Roberts – Behavioral Health (General, Alcohol & Drug Programs, Mental Health Services Act Funds)
- Leslie Chapman – Finance (Copier Pool, Finance Operating, General Revenues, Other Misc.)
 - Discussion about Megabyte System; when do we discuss possible changes to vendor?
 - Clinic discussion.
- Jim Leddy – CAO (General, Insurance)

Note

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- Board acknowledged excitement about hiring Jim and how much energy he has.

BOARD COMMENTS:

- Need to get more information out to the public about what the county departments do. There is such a myriad of talent.

POLICY ITEM DISCUSSION

Jim Leddy:

- Suggested funding only a 1/3 of requested policy items.

Leslie Chapman:

- Leslie distributed copies of a budget chart showing total funds available and budget requests. Board reviewed and discussed each line item.
- She believes the request to divert Prop. 172 funding will take a resolution, will need to be dealt with later. Will be brought back on September 3rd.

Supervisor Hunt:

- Wishes to divert Prop 172 funding into Paramedics and then replace funding from Sheriff, DA and Probation as needed.
- Prop 172 is for public safety, which paramedics are. Should be shared. In terms of medic's budget and its deficit, this will drive it down and create a more realistic picture.

BOARD OF SUPERVISORS

- General Fund Contingency: **allocate \$305,000**
- General Fund Reserve: **allocate \$50,000**
- CIP Fund – CARB Compliance Set-aside: (Board discussion; not unanimous Vote: 4 yes; 1 no: Johnston) **allocate \$1,000,000**
- Air Service Subsidy: (Board discussion, not unanimous. Vote 3 yes; 2 no: Fesko and Stump) **allocate \$50,000**
- Trail Maintenance Program: (Board discussion; vote: 4 yes; 1 no Stump) **allocate \$8,840**
- Property Tax Admin Fee Refund (6 smallest fire districts): **allocate \$25,000**
- Contributions to non-profit organizations: (Board discussion, not unanimous Vote 3 yes; 2 no: Johnston and Hunt) **allocate \$60,000**
- CIP Fund – Park Improvement Set-aside: **allocate \$5,000**
- June Lake Community Programs: **allocate \$0**

BEHAVIORAL HEALTH

- Behavioral Health: **allocate \$7,149**

ASSESSOR

- New FTS Position: **allocate \$0**

COMMUNITY DEVELOPMENT/PLANNING

- Permit Tech Position: **allocate \$0**

DISTRICT ATTORNEY

- CalMMET Investigator/950 hrs. per year: (Board discussion with Sheriff and D.A. – will take money out of contingency) **allocate \$45,000**
- Half-Time FTS position: **allocate \$0**
- Additional Office Space: **allocate \$0**

ECONOMIC DEVELOPMENT

- Economic Development Assistant: (Board discussion; not unanimous. Vote: **allocate \$41,900 (1/2 time)**)
- Fish Enhancement Program – Fund 102: **allocate \$45,850**

ECONOMIC DEVELOPMENT – TOURISM

Note

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- InterAgency Visitor Center additional contribution: **allocate \$5,000**
- California State Fair Exhibit: **allocate \$5,000**
- Film Commission Marketing Support: **allocate \$10,000**
- Local Program Funding: **allocate \$20,000**
- Conway Ranch Easement: **allocate \$113,300**

ELECTIONS

- Prepare for new Election machine purchase in 2015-2016: **allocate \$0**

EMERGENCY MEDICAL SERVICES (PARAMEDICS)

- Replace Cardiac Monitors: **allocate \$30,000**

FINANCE/HUMAN RESOURCES

- Electronic Timekeeping System: **allocate \$0**
- Upgrade/Replace Property Tax Server: **allocate \$10,000**

INFORMATION TECHNOLOGY

- Promote IT Tech to IT Specialist: **allocate \$0**
- Digital 395 Implementation Equipment: **allocate \$26,249**
- Master Service Agreement with Calif. Broadband Cooperative: **allocate \$0**

PUBLIC WORKS

- Cemetery – Fund 610: **allocate \$10,000**
- Road Fund – Fund 700 – General: **allocate \$550,000**

SHERIFF

- 50 New Mattress/Pillow Combinations: **allocate \$12,500**

SOCIAL SERVICES

- Department of Social Services – Fund 103: **allocate \$355,000**
- Department of Social Services – Fund 103 – Senior Program: **allocate \$159,000**
- Department of Social Services – Fund 103 – General Relief: **allocate \$23,000**

ADJOURN TO 1:00 PM THURSDAY, AUGUST 15, 2013, IF NECESSARY.

ADJOURNED REGULAR MEETING AUGUST 15, 2013, 1:00 PM

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

**THIS MEETING ENDED WEDNESDAY, AUGUST 14, 2013 AT
6:42 P.M. THERE WAS NO NEED FOR A CONTINUATION TO
THURSDAY, AUGUST 15, 2013.**

1:00 PM Call Meeting to Order

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

FINANCE

Additional Departments: County Administrator's Office

Note

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12e)

Continuation of Budget Workshop (Leslie Chapman, Jim Leddy, Department Heads and fiscal staff) - Presentation by Leslie Chapman, Jim Leddy, Department Heads and fiscal staff regarding the continuation of August 13 budget workshop with the Board to provide information, consider budget options and get Board direction in anticipation of finalizing the 2013-2014 County Budget. Budget workshop documents can be accessed online: <http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

Action: None.

ADJOURN 6:42 P.M. ON 8/14/13

ATTEST:

BYNG HUNT
CHAIR

SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD

§§§§§



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Board Minutes		

AGENDA DESCRIPTION:

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

B. Approve minutes of the Special Meeting held on August 15, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
 [08-15-13 spec draft](#)

History

Time	Who	Approval
8/20/2013 2:41 PM	County Administrative Office	Yes
8/27/2013 11:29 AM	County Counsel	Yes
8/22/2013 10:21 AM	Finance	Yes



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

Special Meeting

August 15, 2013

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

9:25 AM Call meeting to Order by Chairman Hunt.

Pledge of Allegiance led by Chairman Hunt.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Bob Peters:

- They stenciled "back in parking only" on the curbs. This was done by himself and three additional citizens.
- It appears to be working as all the cars are now backing in.
- Supervisor Johnston: what's the criteria of success? How will this be measured?

REGULAR AGENDA

BOARD OF SUPERVISORS

4a) Public Official Appointment--Assessor (Board of Supervisors) - The Board of Supervisors will interview applicants for the position of Assessor.

Note

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

Action: None.

Jim Leddy:

- Gave brief introduction.
- There is an updated schedule he'll hand out.
- Explained the process of hiring Assessor and the process for that individual (or someone else) to run for office at the next election.
- A technical advisory committee process has already been completed wherein a ranking was composed of eligible candidates. There are basic state driven qualifications each candidate must possess.
- Unlike public employment situation, you can ask questions provided or others. At the end of interviews, Board can decide to hire someone completely different than these candidates.
- Only major requirement is that the Board *shall* fill this appointment. If there isn't a three vote consensus, the process can be restarted. Could take a couple months.
- Two candidates dropped out late. There are now five to choose from.
- Brief discussion regarding how the questioning process would go.

Marshall Rudolph:

- Law doesn't put a particular time table on *when* the position is filled. It says the Board *shall* fill the position.
- Someone *could* go to court and get an order so that the Board has to fulfill its obligation.

The Board of Supervisors interviewed the following candidates for the position of Assessor.

1. Barry Beck
2. Bob Musil
3. Ed Daley
4. Michael Austin

Supervisors asked questions pertaining to experience, education, management experience, management style, problem solving, etc. (A list of the questions asked will be uploaded to the web.)

Jim Leddy:

- Announced after morning break that the last candidate, Robert Milbrodt had withdrawn his interest and will not be coming to the interview.

Wrap-Up:

Jim Leddy:

- If there is a straw vote with a candidate, they would go through background process.
- Then final vote would be on September 3rd.
- He will take notes on score sheets.
- It would appear that Mr. Musil would be the top candidate based on scores expressed today. Next would be to do a background check and then this would get a final approval on the board agenda on September 3rd.

Supervisor Hunt:

- Thanked candidates for coming; expressed importance of job.

Supervisor Alpers:

Ranking:

- #1 – Bob Musil

Note

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- #2 – Michael Austin
- #3 – Ed Daley
- #4 – Barry Beck

Supervisor Johnston:

Ranking:

- #1 – Michael Austin
- #2 – Bob Musil
- #3 – Barry Beck
- #4 – Ed Daly

Supervisor Hunt:

Ranking:

- #1 – Bob Musil
- #2 – Barry Beck
- #3 – Michael Austin
- #4 – Ed Daly

Supervisor Stump:

Ranking:

- #1 – Bob Musil and Michael Austin
- #2 – Barry Beck
- #3 – Ed Daly.
- This is the first time this has been done publicly like this; it's been a learning process. Thanked all candidates.

Supervisor Fesko:

Ranking:

- #1 – Bob Musil
- #2 – Michael Austin
- #3 – Barry Beck
- #4 – Ed Daly

Break: 10:47 a.m.

Reconvene: 10:54 a.m.

Break: 11:50 a.m.

Reconvene: 11:57 a.m.

Adjourn: 12:18 p.m.

ADJOURNMENT 12:18 p.m.

ATTEST:

BYNG HUNT
CHAIR

SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD

§§§§§

Note

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Board Minutes		

AGENDA DESCRIPTION:

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

C. Approve minutes of the Regular Meeting held on August 20, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Lynda Roberts

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Draft Minutes](#)

History

Time	Who	Approval
8/21/2013 3:47 PM	County Administrative Office	Yes
8/27/2013 11:35 AM	County Counsel	Yes
8/22/2013 10:21 AM	Finance	Yes



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

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

Regular Meeting

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

August 20, 2013

Flash Drive	Portable
Minute Orders	M13-183 to M13-188
Resolutions	R13-66 to R13-70
Ordinance	Ord13-04 – NOT USED

9:00 AM

Meeting Called to Order by Supervisor Hunt, Chair

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

Pledge of Allegiance led by Supervisor Fesko

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- **Lynda Salcido:** Thanked the Board for their support during her absence, and for the support given to the Public Health Department. Also thanked the Board for their calls, visits and cards. She is back to work on a reduced schedule for a few weeks.

Closed Session: 9:03 a.m.

Break: 10:36 a.m.

Reconvened: 10:45 a.m.

Adjourned: 12:24 p.m.

CLOSED SESSION

The Board had nothing to report from Closed Session.

BOARD OF SUPERVISORS

- 1a) Closed Session - Conference With Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Standard Industrial Minerals, et. al.
- 1b) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman and Jim

Note

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

- 1c) Closed Session--Public Employment - PUBLIC EMPLOYMENT. Government Code Section 54957, title of position: EMS Manager.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

- 2) APPROVAL OF MINUTES

M13-183

A. Approve minutes of the Regular Meeting held on August 6, 2013.

Stump moved; Fesko seconded

Vote: 4 Yes; 0 No; 1 Abstain (Hunt)

- 3) BOARD MEMBER REPORTS

Supervisor Alpers:

1. Attended the June Lake fireman's BBQ; overall attendance exceeded expectations. With the recent sale of the Rodeo Grounds and opening of June Mountain, there is a new sense of contentment amongst residents in June Lake.

Supervisor Fesko:

1. Thanked staff for last week's budget process. The public interview process for Assessor was also very positive.
2. Attended the Bridgeport RPAC meeting last Thursday; nothing to report.
3. Last Saturday attended the beef and wine tasting at Benny Romero's venue in Bridgeport. The country band provided good entertainment.
4. After today's meeting, will be travelling to Sacramento for the RCRC meeting.
5. Regarding the diagonal parking in Bridgeport, having "back in" stenciled on the curbs seems to be working. Business owners have reported only two vehicles parked front first since the curbs were painted.

Supervisor Hunt:

1. Thanked staff for an effective budget process.
2. Events in Mammoth Lakes continue to be successful.
3. Received a letter from John Urdi expressing his dismay that funding for an airport subsidy was not recommended.
4. Attended the ESTA meeting on Friday; they are financially healthy. They are paring down operating costs and focusing on routes.
5. Attended the Great Basin Air Pollution Control District meeting. They approved an above-ground debris burner for Alpine County; the burner is a small portable unit.
6. Suggested that the Board send a letter of congratulations to the new Mayor of Los Angeles.
7. Attended a biomass utilization update meeting yesterday. Electrical generation is probably not an option due to lack of sufficient amount of wood-waste. They will consider geothermal projects, such as a biomass boiler to be used in a school.

Supervisor Johnston:

1. Attended the Choose Civility event last week; it was well attended. Referred to an

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article in The Sheet that seemed to misunderstand the program. Leaders should help pave the way for civil behavior.

2. Attended the Great Basin Air Pollution Control District meeting yesterday. They are on the second step of three in resolving dust issues in the vicinity of Owens Lake; \$10 million will be given to GBAPCD for remediation. The program will help resolve dust issues with Keeler Dunes without filing lawsuits.

Supervisor Stump:

1. This upcoming Saturday night Chalfant Fire District is holding a fund raiser, which he plans to attend.
2. Met with the district representative for Senator Feinstein. Discussed: 1) June Mountain and Mammoth Mountain Ski Area issues; 2) Digital 395 and the need to expedite the permitting process for the remaining 9 miles; 3) Letter of support to the Senator's office for PUC funding to pay for Digital 395 service into June Lake and to the Marine base; 4) Yellow-legged frogs and toads (Wendy Sugimura will gather information from the Eastside about impacts of a listing); 5) CARB (there might be grant funding available through the Department of Agriculture).

COUNTY ADMINISTRATIVE OFFICE

4)

CAO Report regarding Board Assignments

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

Jim Leddy, CAO

1. Requested an emergency agenda item to discuss a letter of opposition to SB 594, which, if passed, would limit CSAC's ability to express concerns and advocate for counties.
2. Toured Whitmore Animal Shelter.
3. Met with Steven Nelson, Bureau of Land Management, to discuss issues that will impact Mono County. Leddy will bring information to the Board about listings of endangered species.
4. Attended the Choose Civility event last Friday.
5. On September 3, the field representative for Senator Boxer will stop by the Board meeting.
6. Brief update about the Bodie fire; Sheriff Obenberger has been involved in daily briefings.

DEPARTMENT REPORTS/EMERGING ISSUES

- **Sheriff Obenberger:** Gave an update about the Spring Peak/Bodie fire (number of personnel working, number of acres burned, location of fire, direction of burning, and location of central command post). A member of his staff will attend the daily briefings.
 - Supervisor Stump: Requested a copy of the incident action plan be emailed to the Board.
- **Lynda Salcido, Public Health:** Inyo County has been notified about a hanta virus case from that county; Mono Public Health Department was notified about this case yesterday.
- **Dan Lyster, Economic Development:** Gave an update about the Conway Ranch water master (his contract, the higher cost for a new water master, reporting relationships, and necessary work on the diversion ditch).
 - Supervisor Fesko: The current water master needs to be paid, but Fesko would like an agenda item to discuss hiring a new water master.
 - Steve Marti, Fisheries Commission: Concurred with Supervisor Fesko.

URGENCY ITEM

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Letter of opposition to SB 594.

M13-184

Action: Determine that there is a need to take immediate action with respect to the proposed agenda item, that the need for action came to the County's attention subsequent to the agenda being posted and, therefore, that the Board add the item to the agenda.

Johnston moved; Fesko seconded

Vote: 5 Yes; 0 No

M13-185

Action: Approve the letter of opposition to SB 594 as presented.

Johnston moved; Alpers seconded

Vote: 5 Yes; 0 No

Jim Leddy, CAO: Distributed copies of the legislation and the proposed opposition letter. If passed, the legislation will limit how CSAC and RCRC can use non-public funds to advocate on behalf of counties. CSAC asked all county boards to weigh in. Counties currently have a strong relationship with the Governor's office that has led to better policy discussions, occasionally to the detriment of the legislature. The proposed legislation appears to be an attempt to stifle the voice of counties.

CONSENT AGENDA

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

Supervisor Johnston pulled Item #5b.

FINANCE

5a)

2013-14 Appropriations Limit (Leslie Chapman, CPS) - Proposed resolution establishing the 2013-14 Appropriations Limit and making other necessary determinations for the County and for those Special Districts that are required to establish Appropriations Limits.

R13-66

Action: Adopt Resolution R13-66 establishing the Appropriation Limit for fiscal year 2013-14.

Johnston moved; Stump seconded

Vote: 5 Yes; 0 No

Additional Departments: County Counsel

5b)

Lease of County Premises (Leslie Chapman) - Lease of County facilities for use of medical clinic.

M13-186

Action: Approve entry into proposed lease of County facilities for use as a medical clinic, and authorize Chairman to execute said lease on behalf of the County.

Fesko moved; Johnston seconded

Vote: 5 Yes; 0 No

Supervisor Johnston: Approving this request will provide a \$100,000 subsidy to the Bridgeport Clinic; three quarters of the funding comes from taxes generated in the Town of Mammoth Lakes. At last week's budget workshop, the Board slashed the subsidy to air service without considering how that benefits Mammoth Lakes and generates income for the County.

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Supervisor Fesko: His district appreciates the clinic. However, this barely-used building is costing about \$60,000 to heat and cool. The Board needs to consider other options.

- Supervisor Johnston concurred with Fesko's concerns.

CLERK OF THE BOARD

- 6a) Appointment to Area Board #12 - Appointment of Tania Ramos to the State Council on Developmental Disabilities Area Board #12, located in San Bernardino, CA. This will be a three year term, beginning August 20, 2013 and expiring August 20, 2016. Supervisor Johnston has agreed to sponsor this item.

M13-187 **Action:** Appoint Tania Ramos to the State Council on Developmental Disabilities Area Board #12 beginning August 20, 2013, and expiring August 20, 2016.

Johnston moved; Stump seconded

Vote: 5 Yes; 0 No

HUMAN RESOURCES

Additional Departments: CAO

- 7a) Greenberg Employment Agreement (IT Director) - Proposed resolution approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment. Mr. Greenberg is currently the County's Geographic Information System (GIS) Coordinator and Digital 395 Project Manager. Under this agreement, Mr. Greenberg would become the County's new Information Technology (IT) Director and would also continue to serve as the County's Digital 395 Project Manager.

R13-67 **Action:** Adopt Resolution R13-67, approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment.

Johnston moved; Stump seconded

Vote: 5 Yes; 0 No

COUNTY COUNSEL

- 8a) Adoption of 2013 MCPE MOU - Proposed resolution adopting and approving a memorandum of understanding between the County and Local 39, Exclusively Recognized Employee Organization Representing the Mono County Public Employees (MCPE) Bargaining Unit.

R13-68 **Action:** Adopt Resolution R13-68, adopting and approving a memorandum of understanding between the County and Local 39, Exclusively Recognized Employee Organization Representing the Mono County Public Employees (MCPE) Bargaining Unit.

Johnston moved; Stump seconded

Vote: 5 Yes; 0 No

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8b) Scheidlinger employment agreement - Resolution approving an employment agreement with David Scheidlinger and prescribing the compensation, appointment, and conditions of said employment. The resolution would approve a renewal of Dr. Scheidlinger's current contract for one more year.

R13-69 **Action:** Adopt Resolution R13-69, approving an employment agreement with David Scheidlinger and prescribing the compensation, appointment, and conditions of said employment.

Johnston moved; Stump seconded

Vote: 5 Yes; 0 No

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

CLERK OF THE BOARD

9a) Caltrans Encroachment Permits Letter - Response letter from the Department of Transportation dated July 31, 2013, regarding Encroachment Permits.
Supervisor Johnston: Eastern Sierra Council of Governments raised awareness about this issue.

9b) Chamber Music Unbound - Final report dated August 7, 2013 from Chamber Music Unbound detailing the expenditures from the \$8,000 grant awarded from Mono County for the 2012/2013 season. Additional printed materials and brochures are available for viewing in the Clerk's office.

The Board acknowledged receipt of correspondence.

BOARD OF SUPERVISORS

10a) Certificates of Appreciation (Supervisors) - Present Certificates of Appreciation recognizing service provided by two Mono County employees.

No Motion **Action:** Present certificates recognizing service provided by Lynda Salcido, Director of Public Health, and Marshall Rudolph, County Counsel.
Supervisor Hunt read the certificate acknowledging Lynda Salcido, and the Board presented it to her. Salcido thanked the Board for this recognition; it was a pleasure to have served as interim CAO. Supervisor Hunt read the certificate acknowledging Marshall Rudolph, and the Board presented it to him. Rudolph thanked the Board and said it was a pleasure and an honor to serve. He acknowledged his staff and said he couldn't have done this additional work without their support; it was a team effort to cover all the various interim functions.

PUBLIC WORKS - ENGINEERING DIVISION

11a) Contract Award for the Aspen Road Paving Project (Garrett Higerd) - This project will construct a three inch thick hot mix asphalt overlay on approximately 0.24 miles of Aspen Road in June Lake from Highway 158 to the end. In addition, this item includes a resolution to adopt the comprehensive survey map

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of Aspen Road prepared for the project (depicting the actual location of Aspen Road) and confirming adoption of same into the County road system.

R13-70
M13-188

Action: 1) Adopt Resolution R13-70 "A Resolution of the Mono County Board of Supervisors Re-confirming its Acceptance of Aspen Road." 2. Based on the staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Herback General Engineering as responsible bidder submitting the lowest responsive bid; 2) award contract to Herback General Engineering for the Aspen Road Paving Project in an amount not to exceed \$125,596.00; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$12,559.60 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$330,675, and are approved as to form and legality by County Counsel.

Alpers moved; Fesko seconded

Vote: 5 Yes; 0 No

Garrett Higerd, Public Works: This project has been in the process of completion for a while due to issues with permitting and weather. Part of the project included replacement of a culvert, which was done last year, and now they are ready to pave the road. The proposed resolution re-states the Board's acceptance of the road where it is constructed and has been actively maintained for decades. Aspen Road has been surveyed to determine which properties are private and which properties are public. Higerd mailed notices to every property owner about two weeks ago, but only heard from one owner about a drainage concern. After reviewing bids it was determined that Herback was the lowest responsive bidder; this is the same contractor that is working on the Lee Vining paving project. Funding for the project is budgeted.

The Board complimented Higerd on a job well done.

There was no public comment.

COUNTY ADMINISTRATIVE OFFICE

12a)

Presentation on the California State Council on Developmental Disabilities, Area Board #12 (Vicki Smith, Executive Director State Council on Developmental Disabilities, Area #12) - Presentation by Vicki Smith of the State Council on Developmental Disabilities regarding Area Board #12 and the service provided to the residents of Mono County and the region.

Action: None

Vicki Smith, California State Council on Developmental Disabilities, Area Board #12: Reviewed the information contained in the agenda packet.

- History of the formation of the State Council on Developmental Disabilities (SCDD).
- Conditions that are considered developmental disabilities.
- Counties served by the Area Board #12 Office.
- Composition of the board, its functions, and responsibilities of board members. This is

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an advisory board; three members are appointed by the Board of Supervisors. Area #12 is currently looking for a third candidate from Mono County.

- Talked about federal partners and advocacy partners.
- Outlined the work done in Mono County.
- SCDD's role is to build bridges between agencies; they don't handle individual case issues, they handle systems-related issues.
- SCDD reviews policies and procedures of publicly-funded agencies.
- SCDD has provided training to first responders, self and family advocates, the community, and Mammoth Unified School District. They are currently working to build a sustainable dental community.

Smith answered questions:

- In the next month or two, she is hoping to recommend someone from Mono County for appointment to the advisory board.
- They experienced a 9% cut in funding due to sequestration. There is a long-term push to move the regional system into managed care, which is more community based rather than medical based.
- Mono County and Inyo County are in the self-determination pilot project, which allows for flexibility.
- SCDD needs to argue for keeping money that comes to California in California.
- They attend IEP meetings (Individual Education Plan) to ensure there are no systems issues.
- They are helping with training on bullying issues.

ADJOURN: 12:24 p.m.

ATTEST:

BYNG HUNT
CHAIR

LYNDA ROBERTS
CLERK OF THE BOARD

§§§§§

Note

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Appointment of Gina Barsi to the Chalfant Valley Fire Protection District		

AGENDA DESCRIPTION:

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

Gina Barsi will be filling a term left vacant by Margaret Phelps which had expired in November, 2012. This item is being sponsored by Supervisor Stump.

RECOMMENDED ACTION:

Appoint Gina Barsi to the Chalfant Valley Fire Protection District. She will be filling a vacant seat that expired in November, 2012. This newly appointed term will expire in November, 2016.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Barsi Appt Staff](#)

History

Time	Who	Approval
8/26/2013 10:13 AM	County Administrative Office	Yes
8/27/2013 11:54 AM	County Counsel	Yes
8/27/2013 1:21 PM	Finance	Yes

Chalfant Fire Department
215 Valley Road
Chalfant, CA 93514

RE Request for appointment of Gina Barsi

Linda Romero, Department of elections
Fred Stump, Supervisor

Dear Ms. Roberts and Supervisor Stump

The Chalfant Valley Board of Commissioners appointment Gina Barsi at our August 13th meeting. She is filling the term left vacant by Margaret Phelps which had expired on November 2012.

Currently our board is composed as follows:

Peter Pumphrey Chair

Appt'd 11/10 term expires 11/14
128 Ronda Ln
Chalfant, CA 93514
760 872-7846 (UL)
pcpumphrey@schat.net

Gina Barsi

Appt'd 8/13 term expires 11/16
178 Osage Circle
Chalfant, CA 93514
honkydog@schat.net

Amy Campbell

Appt'd 11/12 term expires 11/16
585 Valley Rd.
Chalfant, CA 93514
760 872-4050 (H) 760 937-0093 (cell)
xxjoy2talk2xx@aol.com

Chief Cory Campbell

585 Valley Rd.
Chalfant, CA 93514
760 872-4050 (H) 760 937-0092 (cell)
5corycampbell@gmail.com

Peter Korngiebel

Appt'd 11/10 term expires 11/14
460 Hunter Ave.
Chalfant, CA 93514
760 873-6252 (H) 760 873-3049 (W)
FAX 760 873-1090
communityprinting@gmail.com

Naomi Garcia

Appt'd 11/12 term expires 11/16
414 Chalfant Rd.
Chalfant, CA 93514
760 872-3126 (H) 760 937-0097 (Cell)
Naomi@teambishop.com

**Roberta C. Lagomarsini-
gen.manager/bd. secty**

128 Ronda Ln
Chalfant, Ca 93514
760 872-7846 (UL)
rclagomarsini@schat.net

Assistant Chief AJ Garcia

414 Chalfant Rd.
Chalfant, CA 93514
760-872-3126 (H) 760-937-5350 (cell)
ajfirefighter@gmail.com

Thank you for your attention on this matter.
Very truly yours,

Roberta Lagomarsini
General Manager/Board Secretary



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Community Development - Planning Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Appointment of Long Valley RPAC Committee Member		

AGENDA DESCRIPTION:

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

Consider new appointment, Hank Brown, to the Long Valley Regional Planning Advisory Committee as recommended by Supervisor Stump.

RECOMMENDED ACTION:

Appoint Hank Brown to the Long Valley Regional Planning Advisory Committee.

FISCAL IMPACT:

No impact.

CONTACT NAME: Courtney Weiche

PHONE/EMAIL: 760.924.1803 / cweiche@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
8/27/2013 9:55 AM	County Administrative Office	Yes
8/27/2013 11:55 AM	County Counsel	Yes
8/27/2013 1:22 PM	Finance	Yes

**Mono County
Community Development Department**

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

Board Meeting Date: September 3, 2013 (Consent Item)

To: Honorable Chair and Members of the Board of Supervisors
From: Courtney Weiche, Associate Planner, for Fred Stump, Supervisor
Subject: Appointment of Long Valley Regional Planning Advisory Committee Members

Action Requested

Consider one new appointment, Hank Brown, to the Long Valley Regional Planning Advisory Committee as recommended by Supervisor Stump.

Fiscal/Mandates Impact

No fiscal impacts are expected.

Current Fiscal Year Budget Projections

No impact is expected on current fiscal year budget projections.

Discussion

Supervisor Stump, District 2, requests Board consideration of his recommendation for membership / terms for the Long Valley Regional Planning Advisory Committee (6 members total).

RPAC members recommended for appointment:
Hank Brown

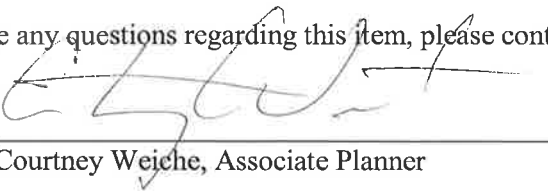
Term Expires:
12-06-14

Other existing members (for information):

Greg Newbry	12-06-14
Lee Scotese	12-06-14
Ron Glende	04-06-14
Ron Day	04-06-14
Haislip Hayes	04-06-14

If you have any questions regarding this item, please contact Supervisor Hazard or Courtney Weiche at 924-1803.

Signed:



Courtney Weiche, Associate Planner



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	2013-14 Tax Rate Resolution		

AGENDA DESCRIPTION:

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

Proposed resolution approving Tax Rates for 2013-14.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Roberta Reed

PHONE/EMAIL: 760 932-5492 / rreed@mono.ca.gov

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

SEND COPIES TO:

Roberta Reed

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Resolution](#)

History

Time

Who

Approval

8/22/2013 7:39 AM	County Administrative Office	Yes
8/27/2013 11:26 AM	County Counsel	Yes
8/21/2013 7:45 PM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

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

TO: Board of Supervisors

FROM: Roberta Reed, Assistant Finance Director

DATE: August 16, 2013

SUBJECT: Tax Rates for Fiscal Year 2013-14

RECOMMENDATION:

Approve and authorize the Chairman's signature on proposed Resolution approving the Tax Rates for Fiscal Year 2013-14.

BACKGROUND:

The tax rates are established by law (Proposition 13) and the various bond issues voters have approved for their area throughout the county. These bond issues include the most recent bond series approved by the voters for the Eastern Sierra Unified School District and the Southern Mono Hospital District, as well as older, bond issues for Mammoth Community Water District, Mammoth Unified School District and the June Lake PUD. The tax rates for the Round Valley School District and Bishop Union High School are prepared by the Auditor-Controller of Inyo County based in part by the values of the affected tax rate areas.

FISCAL IMPACT:

None. Adoption of the proposed Resolution only allows the adopted rate to be placed on the tax rolls to allow the County to collect not only the statutory 1% tax on property, but also to collect appropriately for voter approved debt.



**RESOLUTION NO. _____
BOARD OF SUPERVISORS, COUNTY OF MONO**

ESTABLISHING THE 2013-14 TAX RATES ON THE SECURED ROLL

WHEREAS, Section 29100 of the California Government Code requires the Board of Supervisors to adopt by resolution the rates of taxes on the secured roll; and

WHEREAS, the County Auditor-Controller has duly computed tax rates for the 2013-14 secured roll that will comply with the requirement of state law, including, but not limited to, those imposed by Section 29100 of the Government Code; and

WHEREAS, a copy of said tax rates is attached hereto as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the tax rates set forth in Exhibit "A" hereto are hereby adopted for the 2013-14 secured roll.

APPROVED AND ADOPTED this 3rd day of September, 2013, by the following vote of said board:

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

**BYNG HUNT, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO**

ATTEST:

LYNDA ROBERTS
CLERK OF THE BOARD

APPROVED AS TO FORM

**MARSHALL RUDOLPH
COUNTY COUNSEL**

**COUNTY OF MONO
TAX RATES
2013-14**

TAX AREAS 051-000 THRU 051-013/ 051-019 THRU 051-033

	<u>PERCENTAGE</u>
PROP 13 (1% Limit)	1.000000
ESUSD Bonds	0.060000
TOTAL	1.060000

TAX AREAS: 051-014 THRU 051-018

PROP 13 (1% Limit)	1.000000
ESUSD Bonds	0.060000
June Lake PUD Bond	0.000000
TOTAL	1.060000

TAX AREAS: 010-000, 010-002, 010-003, 010-004, 010-006, 010-008, 010-011, 010-012

PROP 13 (1% Limit)	1.000000
Mammoth Unified Bond '98, '00 & '01	0.015588
Mammoth-Kern SFID	0.015960
Southern Mono Hospital Bonds	0.024523
TOTAL	1.056071

TAX AREAS: 010-001, 010-005, 010-007, 010-009, 010-010

PROP 13 (1% Limit)	1.000000
Mammoth-Kern SFID	0.015960
Mammoth County Water Improv. Bond #2	0.005256
Southern Mono Hospital Bonds	0.024523
Mammoth Unified Bond '98, '00 & '01	0.015588
TOTAL	1.061327

TAX AREAS: 010-013, 059-000, 059-005, 059-007, 059-012

PROP 13 (1% Limit)	1.000000
Mammoth Unified Bond '98, '00 & '01	0.015588
Southern Mono Hospital Bonds	0.024523
TOTAL	1.040111

TAX AREAS: 060-000

PROP 13 (1% Limit)	1.000000
Round Valley Bond (Determined by Inyo County)	0.042549
Bishop HS Bond (Determined by Inyo County)	0.011312
Southern Mono Hospital Bonds	0.024523
TOTAL	1.078384

TAX AREAS: 060-001 THRU 060-006

PROP 13 (1% Limit)	1.000000
Round Valley Bond (Determined by Inyo County)	0.042549
Bishop HS Bond (Determined by Inyo County)	0.011312
TOTAL	1.053861



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Treasury Transaction Report 731		

AGENDA DESCRIPTION:

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

Per Mono County Investment Policy, monthly transaction report for July 2013.

RECOMMENDED ACTION:

Informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Rosemary Glazier

PHONE/EMAIL: 760-932-5480 / rglazier@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[July 2013 Treasury Transaction Report](#)

History

Time

Who

Approval

8/26/2013 10:14 AM	County Administrative Office	Yes
8/27/2013 11:29 AM	County Counsel	Yes
8/22/2013 10:22 AM	Finance	Yes



Mono County Transaction Summary by Action All Portfolios

Begin Date: 6/30/2013, End Date: 7/31/2013

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Deposit	7/18/2013	OAKVALLEY0670	156.78	Oak Valley Bank Cash	100.00	156.78	0.00	0.00	156.78
Deposit	7/31/2013	OAKVALLEY0670	1,351.57	Oak Valley Bank Cash	100.00	1,351.57	0.00	0.00	1,351.57
Deposit	7/31/2013	OAKVALLEY0670	11,115,097.43	Oak Valley Bank Cash	100.00	11,115,097.43	0.00	0.00	11,115,097.43
Subtotal			11,116,605.78			11,116,605.78	0.00		11,116,605.78
Total Buy Transactions			11,116,605.78			11,116,605.78	0.00		11,116,605.78
Interest/Dividends									
Interest	7/7/2013	36962G4X9	0.00	General Electric 2.1 1/7/2014		0.00	5,250.00	0.00	5,250.00
Interest	7/14/2013	89114QAA6	0.00	Toronto-Dominion Bank 1.375 7/14/2014		0.00	3,437.50	0.00	3,437.50
Interest	7/15/2013	78008KNA7	0.00	Royal Bank of Canada 1.125 1/15/2014		0.00	2,812.50	0.00	2,812.50
Interest	7/16/2013	94974BFG0	0.00	Wells Fargo Co. 1.5 1/16/2018		0.00	4,166.67	0.00	4,166.67
Interest	7/18/2013	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	156.78	0.00	156.78
Interest	7/19/2013	00182EAJ8	0.00	ANZ National Bank 6.2 7/19/2013		0.00	15,500.00	0.00	15,500.00
Interest	7/21/2013	33764JPM1	0.00	First Bank Puerto Rico 0.9 11/23/2015		0.00	184.93	0.00	184.93
Interest	7/22/2013	3136G1AP4	0.00	FNMA Step 1/22/2018-13		0.00	7,000.00	0.00	7,000.00
Interest	7/24/2013	46623EJE0	0.00	JP Morgan Chase 2.05 1/24/2014		0.00	5,125.00	0.00	5,125.00
Interest	7/30/2013	3136G1BZ1	0.00	FNMA Step 1/30/2018-14		0.00	5,000.00	0.00	5,000.00
Interest	7/31/2013	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,351.57	0.00	1,351.57
Subtotal			0.00			0.00	49,984.95		49,984.95
Total Interest/Dividends			0.00			0.00	49,984.95		49,984.95
Sell Transactions									
Matured	7/19/2013	00182EAJ8	500,000.00	ANZ National Bank 6.2 7/19/2013	0.00	500,000.00	0.00	0.00	500,000.00
Subtotal			500,000.00			500,000.00	0.00		500,000.00
Withdraw	7/12/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	7/17/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	7/29/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	7/31/2013	OAKVALLEY0670	12,431,591.88	Oak Valley Bank Cash	0.00	12,431,591.88	0.00	0.00	12,431,591.88
Subtotal			18,431,591.88			18,431,591.88	0.00		18,431,591.88



Mono County Transaction Summary by Action All Portfolios

Begin Date: 6/30/2013, End Date: 7/31/2013

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Total Sell Transactions			18,931,591.88			18,931,591.88	0.00		18,931,591.88



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	County Administrative Office
ADDITIONAL DEPARTMENTS	Human Resources		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Emergency Medical Services Manager Employment Contract		

AGENDA DESCRIPTION:

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

Proposed resolution approving an employment agreement with Robert DeForrest as Emergency Medical Services (EMS) Manager, and prescribing the compensation, appointment and conditions of said employment. Under the agreement, Mr. DeForrest would be appointed to the position of Emergency Medical Services (EMS) Manager with an effective start date of September 20, 2013.

RECOMMENDED ACTION:

Adopt Resolution R13-___, approving an employment agreement with Robert DeForrest and prescribing the compensation, appointment, and conditions of said employment.

FISCAL IMPACT:

The fiscal impact for this contract is \$114,462 for the remaining 10 months of 2013/2014 including salary of \$62,750 and benefits of \$51,712. There is sufficient appropriation in the 2013/2014 CAO recommended budget.

CONTACT NAME: Jim Leddy

PHONE/EMAIL: (760) 932-5414 / jleddy@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[EMS manager staff report](#)

[DeForrest resolution](#)

[DeForrest contract](#)

History

Time	Who	Approval
8/26/2013 10:17 AM	County Administrative Office	Yes
8/27/2013 11:45 AM	County Counsel	Yes
8/27/2013 1:20 PM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
760-932-5538
lroberts@mono.ca.gov

Linda Romero
Assistant Clerk of the Board
760-932-5534
lromero@mono.ca.gov

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrative Officer
Date: August 28, 2013

Subject:

Emergency Medical Services Manager (EMS) appointment and contract approval

Recommendation

Adopt Resolution R13-___, approving an employment agreement with Robert DeForrest and prescribing the compensation, appointment, and conditions of said employment. The agreement would provide for Mr. DeForrest to serve as Emergency Medical Services Manager for Mono County.

Background

The recruitment for an EMS Manager position started in January 2013. 15 candidates applied for the position and interviews were scheduled for 8 of these candidates April 29th and 30th. A delay in interviews took place due to an unexpected absence of the Public Health Director.

Interviews were again scheduled on Tuesday, July 30th and five of the eight candidates were interviewed. Three candidates found other positions and removed themselves from consideration. The interview panel consisted of Mary Booher, Chris Baitx, Jim Leddy, J. Paul Melendrez and Supervisor Fred Stump.

Two candidates were chosen as the top candidates who both interviewed with the Board of Supervisors on August 20th. Robert DeForrest was recommended to be brought forward to enter into a contract as EMS Manager.

Discussion

The EMS Manager will oversee and manage the Paramedic Program and report to Public Health Director Lynda Salcido. The recommended start state would be September 20, 2013.

Fiscal Impact

The salary is budgeted at \$62,750 with benefits at \$51,712 for a total of \$114,462 for the remaining 10 months of the fiscal year.



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RESOLUTION NO. R13-

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of Robert DeForrest, 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 Mr. DeForrest. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

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

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF ROBERT DEFORREST

This Agreement is entered into this 3st day of September, 2013, by and between Robert DeForrest and the County of Mono.

I. RECITALS

The County wishes to employ Mr. DeForrest as the Emergency Medical Services (EMS) Manager on a full-time basis on the terms and conditions set forth in this Agreement. Mr. DeForrest wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be September 3, 2013, until September 3, 2015, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. DeForrest in writing no later than March 3, 2015, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. DeForrest shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. DeForrest 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. DeForrest as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.
2. Commencing September 20, 2013, Mr. DeForrest shall be employed by Mono County as the EMS Manager, serving at the will and pleasure of the County's Public Health Director in accordance with the terms and conditions of this Agreement. Mr. DeForrest accepts such employment. The County's Public Health Director shall be deemed the "appointing authority" for all purposes with respect to Mr. DeForrest's employment.
3. Mr. DeForrest's salary shall be \$6,250 per month, prorated for the month of September to reflect his start date. During each calendar year commencing with 2014, the Board of Supervisors may increase or decrease Mr. DeForrest's salary in its discretion; provided, however, that the Board shall not decrease his salary by more than two percent (2%) during any one calendar year. In exercising its discretion to increase or decrease Mr. DeForrest's salary, the Board may consider the survey and cost-of-living-adjustment principles of the County's management

compensation policies (most recently amended by Board Resolution R10-74), but Mr. DeForrest's salary and compensation shall not be formally governed by such policies and thus, among other things, he shall not be eligible at any time to receive "performance pay" under those policies. Mr. DeForrest 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.

4. Mr. DeForrest 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. DeForrest understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Due to Mr. DeForrest's start date of September 20, 2013, his merit leave shall be pro-rated to 22 hours for 2013).
5. To the extent deemed appropriate by the Public Health Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. DeForrest's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. DeForrest shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 3% at 50 for Mr. DeForrest), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R13-46 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. DeForrest 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. DeForrest 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. DeForrest's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Mr. DeForrest's employment, the Public Health Director may terminate Mr. DeForrest'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. DeForrest understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Public Health Director may, in her discretion, take during Mr. DeForrest's employment. Mr. DeForrest further understands that any termination of his at-will employment under this Agreement will not entitle him to resume his former County employment or to be placed in any other County employment.
9. In the event that such a termination without cause occurs after September 20, 2014, (i.e., after the first twelve months of at-will employment), Mr. DeForrest 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. DeForrest 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. DeForrest shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. DeForrest that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary"

refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).

10. Notwithstanding the foregoing, Mr. DeForrest shall not be entitled to any severance pay in the event that Public Health Director has grounds to discipline him on or about the time she gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. DeForrest 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. DeForrest 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. DeForrest shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. DeForrest. Consistent with Mr. DeForrest's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. DeForrest may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. DeForrest's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. DeForrest'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. DeForrest's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. DeForrest acknowledges that this Agreement is executed voluntarily by him,

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

III. EXECUTION:

This Agreement shall be deemed executed as of September 3, 2013.

ROBERT DEFORREST

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Letter to Gov. Brown re signature of A.B. 151		

AGENDA DESCRIPTION:

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

Proposed letter from the Board to Governor Brown urging his signature on A.B. 151 (authorizing counties to provide financial assistance to disabled veterans).

RECOMMENDED ACTION:

Approve and authorize the Board Chair to sign proposed letter from the Board to Governor Brown urging his signature on A.B. 151 (authorizing counties to provide financial assistance to disabled veterans).

FISCAL IMPACT:

None.

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: 760.924.1707 / mrudolph@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[AB 151 staff](#)

[AB 151](#)

[Proposed letter to Gov re AB 151](#)

History

Time	Who	Approval
8/28/2013 11:35 AM	County Administrative Office	Yes
8/28/2013 11:31 AM	County Counsel	Yes
8/28/2013 2:12 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

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

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: September 3, 2013

RE: Letter requesting Governor's signature on AB 151

Recommendation:

Approve and authorize the Board Chair to sign the proposed letter from the Board to Governor Brown requesting his signature on AB 151, which would authorize counties to provide financial assistance, relief, and support to disabled veterans.

Fiscal/Mandates Impact:

None.

Discussion:

As you know, Mono County has consistently supported Assembly Bill 151, most recently through a July 2nd letter to Assemblymember Olsen. The bill would authorize (not require) counties to provide financial assistance, relief, and support to disabled veterans, eliminating confusion that currently exists in the law regarding county authority in this area. The California Legislature recently passed the legislation, and it is now awaiting the Governor's signature. We have been advised that it would be helpful to send a letter to the Governor requesting his signature. The proposed letter would do that and is patterned after the Board's most recent letter of support.

If you have any questions regarding this matter, please call me at (760) 924-1707.

Encl

Assembly Bill No. 151

Passed the Assembly August 22, 2013

Chief Clerk of the Assembly

Passed the Senate August 19, 2013

Secretary of the Senate

This bill was received by the Governor this _____ day
of _____, 2013, at _____ o'clock ____M.

Private Secretary of the Governor

CHAPTER _____

An act to add Article 1.5 (commencing with Section 935) to Chapter 5 of Division 4 of the Military and Veterans Code, relating to veterans.

LEGISLATIVE COUNSEL'S DIGEST

AB 151, Olsen. Local government: disabled veterans: assistance.

Existing law authorizes the board of supervisors of any county to grant financial assistance, relief, and support to indigent veterans, as provided. Existing law requires that the assistance, relief, and support be administered through and by any military, naval, or marine organization created for the purpose of aiding, relieving, and supporting such veterans, as specified.

This bill would authorize the governing board of a county to grant financial assistance, relief, and support to a disabled veteran, as defined.

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

SECTION 1. Article 1.5 (commencing with Section 935) is added to Chapter 5 of Division 4 of the Military and Veterans Code, to read:

Article 1.5. Disabled Veterans

935. (a) The governing board of any county may grant financial assistance, relief, and support to a disabled veteran, as defined in Section 999.

Approved _____, 2013

Governor



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts, Clerk of the Board

The Honorable Jerry Brown
Governor of California
State Capitol, First Floor
Sacramento, CA 95831

**Request for Signature:
AB 151- Disabled Veterans Assistance**

Dear Governor Brown,

The Mono County Board of Supervisors unanimously urges you to sign Assembly Bill 151, which authorizes counties to grant financial assistance, relief, and support to disabled veterans. Like many other counties, Mono County is committed to honoring veterans for their service to our country and, in that regard, the County wishes to provide certain fee waivers for disabled veterans. But current state law - which expressly authorizes counties to provide financial assistance, relief, and support for indigent veterans - has been interpreted by the attorney general as implicitly precluding a county from waiving fees for a veteran who is not indigent. (See 29 Ops.Cal.Atty.Gen 183 (1957), concluding that a county may not provide free hospitalization benefits to veterans without considering their financial status.) A.B. 151 would eliminate any lack of clarity regarding county authority in this area.

Again, we respectfully request and urge you to sign this important legislation.

Sincerely,

MONO COUNTY BOARD OF SUPERVISORS

By: _____
Byng Hunt, Chair

cc: Assemblymember Kristin Olsen



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Southern California Edison Letter		

AGENDA DESCRIPTION:

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

Correspondence dated August 20, 2013 from Ms. Meiers de Pastino, Attorney for SCE, regarding Notice of Application of SE for Approval of Greenhouse Gas Cap-and-Trade Program Revenue Allocation and Return to Customers.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

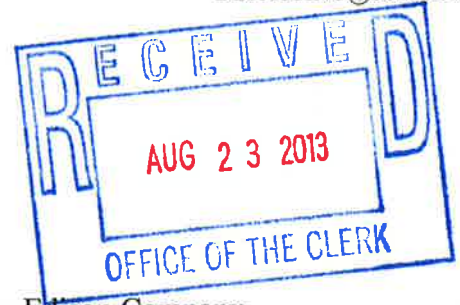
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History

Time	Who	Approval
8/26/2013 8:34 AM	Clerk of the Board	Yes

August 20, 2013



Re: Notice of Application of Southern California Edison Company
for Approval Of Greenhouse Gas Cap-and-Trade Program
Revenue Allocation and Return To Customers

To Whom It May Concern:

Pursuant to California Public Utilities Commission Rule 3.2(b), Southern California Edison Company (SCE) is providing notice that on August 1, 2013, SCE filed an application with the California Public Utilities Commission for approval (1) of SCE's forecast of the amount revenue from the sale of greenhouse gas (GHG) cap-and-trade allowances and its GHG-related administrative and outreach costs, and (2) the amount, timing and method of return of the allowance revenue to SCE's customers. If this application is approved, SCE will return revenues from the program—less program administration and outreach costs—to residential and small business customers, as well as some industrial customers. These revenues could be returned as early as February 2014. Customers who are not eligible to receive a return of revenue will experience an increase in their monthly bill amount.

The substance of the application is described in the enclosed notice, which will be included as a bill insert to SCE's customers. If you wish to comment on, or obtain additional information concerning this matter, or wish to receive a copy of the application and attachments, please write either to the Commission Public Advisor or to the Edison Consumer Affairs Department at the address in the enclosed notice.

Very truly yours,

/s/ Rebecca Meiers-De Pastino

Rebecca Meiers De Pastino

Enclosure(s)



Para mas detalles en Español, llame al	1-800-441-2233
ខ្មែរ	1-800-843-1309
中文	1-800-843-8343
한국어	1-800-628-3061
Tiếng Việt	1-800-327-3031

**NOTICE OF SOUTHERN CALIFORNIA EDISON
COMPANY APPLICATION TO RETURN
REVENUES FROM THE SALE OF GREENHOUSE
GAS ALLOWANCES AND TO RECOVER COSTS
ASSOCIATED WITH THIS PROGRAM
(A.13-08-002)**

SUMMARY

On August 1, 2013, Southern California Edison Company (SCE) submitted an application to the California Public Utilities Commission (CPUC) to forecast revenues from the sale of greenhouse gas (GHG) allowances under California's GHG emissions reduction program, and to recover the administrative and outreach costs related to this program in 2014. If this application is approved, SCE will return revenues from the program—less program administration and outreach costs—to customers via bill credits. These revenues could be returned as early as February 2014.

ABOUT THE PROGRAM TO REDUCE GHG EMISSIONS

The California Air Resources Board (CARB) encourages the reduction of greenhouse gas (GHG) emissions by placing a cap on the amount of GHG emissions a facility can emit. This is regulated through the implementation of GHG allowances, or permits. Under California's GHG reduction program, starting in 2013, CARB allocated SCE and other California utilities GHG emissions allowances to be sold for the benefit of customers and to mitigate the cost impact of the program. SCE is required to sell its allowances in an auction and pass the revenue from the sale to its customers, less some expenses for administration and outreach costs. SCE does not profit from the sale of these GHG allowances.

HOW WILL SCE'S APPLICATION AFFECT ME?

If the application is approved by the CPUC, the revenues from the sale of GHG allowances will be returned to SCE's residential and small business customers, as well as some industrial customers. The order and method in which these revenues are returned are determined by the legislature and CPUC, and are expected as follows¹:

- First, to some Industrial customers annually.
- Second, to Small Business and Residential customers each month until 2020, via a bill credit based on usage.
- Third and finally, an additional credit for all Residential households semi-annually, via a fixed-amount bill credit, forecast to be approximately \$46.00 for 2014. The bill credit will be adjusted based on GHG-related costs and the actual revenue from the sale.

HOW DO I FIND OUT MORE ABOUT SCE'S APPLICATION?

You may review a copy of this Application and related exhibits at SCE's corporate headquarters (2244 Walnut Grove Avenue, Rosemead, CA 91770). You may also view these materials at the following SCE business offices:

1 Pebbly Beach Rd.
Avalon, CA 90704

1820 Rimrock Rd.
Barstow, CA 92311

374 Lagoon St.
Bishop, CA 93514

505 W. 14th Ave.
Blythe, CA 92225

3001 Chateau Rd.
Mammoth Lakes, CA 93546

510 S. China Lake Blvd.
Ridgecrest, CA 93555

26364 Pine Ave.
Rimforest, CA 92378

41694 Dinkey Creek Rd.
Shaver Lake, CA 93664

421 W. J St.
Tehachapi, CA 93561

120 Woodland Dr.
Wofford Heights, CA 93285

6999 Old Woman Springs Rd.
Yucca Valley, CA 92284

¹ Proposed classifications and payments are subject to CPUC approval.

Customers with Internet access may view and download SCE's application and the papers supporting it on SCE's website, **www.sce.com/applications**. Anyone who would like to obtain more information about the application, please write to:

Southern California Edison Company
P.O. Box 800
2244 Walnut Grove Avenue
Rosemead, CA 91770
Attention: Case Administration

*Los usuarios con acceso al Internet podrán leer y descargar esta notificación en español en el sitio Web de SCE **www.sce.com/avisos** o escriba a en la dirección indicada, a la atención Comunicaciones Corporativas.*

A copy of SCE's application and exhibits are also available for review at the CPUC, 505 Van Ness Avenue, San Francisco, CA 94102, Monday–Friday, 8 a.m.–noon. SCE's application (without exhibits) is available on the CPUC's website at **www.cpuc.ca.gov/puc**.

HOW DOES THE CPUC'S DECISION MAKING PROCESS WORK?

The application will be reviewed through the CPUC formal administrative law process. The application will be assigned to a CPUC Administrative Law Judge ("ALJ"). The ALJ presides over the proceeding, which develops a formal record that the ALJ relies upon in drafting a Decision to present to the five-member Commission.

The CPUC's Division of Ratepayer Advocates ("DRA") will review this application and participate in the proceeding. The DRA is an independent arm of the CPUC, created by the Legislature to represent the interests of all utility customers throughout the state. The DRA's views do not necessarily reflect those of the CPUC. Other parties of record may also participate.

The CPUC **may** hold evidentiary hearings whereby formal parties of record provide testimony and are subject to cross-examination before the ALJ. These hearings are open to the public, but only formal parties of record may participate. After considering all proposals and evidence presented during the formal hearing process, the assigned ALJ will issue a proposed decision. When the CPUC issues a final decision on the application, it may adopt, amend, or modify all or part of the ALJ's proposed decision as written. The CPUC's decision may be different than SCE's request.

You may submit written comments on SCE's application to the CPUC's San Francisco Public Advisor's Office at the address or e-mail shown below.

California Public Utilities Commission
Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102
Or by e-mail: *public.advisor@cpuc.ca.gov*
1-415-703-2074 or 1-866-849-8390

Please state that you are writing concerning SCE's application A.13-08-002. Your comments will be circulated to the Commissioners, the assigned ALJ and the CPUC staff and become a part of the formal correspondence file for public comment in this proceeding. The Public Advisor's Office will circulate your comments to the five Commissioners, the ALJ, DRA, and to CPUC staff assigned to this proceeding. You may also write to the CPUC if you need advice on how to participate in this proceeding.

If the CPUC deems it necessary to hold evidentiary hearings or public participation hearings, a bill insert notice will be sent to SCE's customers in their monthly bill. The insert will provide information about the dates, times and locations of any hearing.

If you would like to follow this proceeding or any other issue before the CPUC, you may utilize the CPUC's free and confidential subscription service. Sign up at: **<http://subscribecpuc.cpuc.ca.gov/>**.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Resolution of Appreciation from Bridgeport RPAC		

AGENDA DESCRIPTION:

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

A Resolution of Appreciation from the Bridgeport RPAC to Mike Crawley, Bridgeport District Ranger for the Humboldt-Toiyabe National Forest. This is informational for the Board.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
 [BPRPAC Reso](#)

History

Time	Who	Approval
8/22/2013 8:25 AM	Clerk of the Board	Yes

BRIDGEPORT VALLEY
Regional Planning Advisory Committee

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

PO Box 8
Bridgeport, CA 93517
760.932.5420 phone, 932.5431 fax
www.monocounty.ca.gov

**RESOLUTION OF APPRECIATION FOR MIKE CRAWLEY, BRIDGEPORT DISTRICT
RANGER FOR THE HUMBOLDT-TOIYABE NATIONAL FOREST**

WHEREAS, the Bridgeport Valley Regional Planning Advisory Committee (RPAC) is a group of citizens charged with advising the Mono County Board of Supervisors, Planning Commission and Planning Division on issues related to the Bridgeport area; and

WHEREAS, collaborative relationships and personal connections with other agencies, such as the US Forest Service, are very valuable in meeting the RPAC's advisory purpose; and

WHEREAS, Mike Crawley has been the district ranger of the Humboldt-Toiyabe National Forest Bridgeport Ranger District since August 2010 and has become an invaluable presence in this short period of time; and

WHEREAS, Mr. Crawley has been a strong supporter of collaboration with local citizens and agencies, attending Bridgeport RPAC meetings on a regular basis; and

WHEREAS, Mr. Crawley is highly responsive to public requests, provides direct and honest answers, and honors his role as a keeper of the public trust; and

WHEREAS, Mr. Crawley's clear thinking, calm demeanor, and sense of humor will be missed.

NOW, THEREFORE, BE IT RESOLVED that the Bridgeport Valley Regional Planning Advisory Committee appreciates Mike Crawley's contributions and service, wishes him the best in his retirement, and invites Mr. Crawley to an official RPAC appointment as a citizen.

PASSED AND ADOPTED THIS 15th DAY OF AUGUST 2013, BY THE FOLLOWING VOTE:

AYES: Barry Beck, Mike Booher, Jeff Hunewill, Walt Lehmann, Steve Noble, Bob Peters, Erinn Wells

NOES:

ABSTAIN:

ABSENT: Benny Romero



Barry Beck, Chairman



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Health Department
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes (10 minute presentation, 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Dr. Richard Johnson
SUBJECT	2013-2014 Public Health Emergency Preparedness Agreements		

AGENDA DESCRIPTION:

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

Proposed 2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding (Allocation Agreement) and non-supplantation form.

RECOMMENDED ACTION:

Approve and authorize the non-supplantation form and authorize Public Health Director to sign and amend the 2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding (Allocation Agreement).

FISCAL IMPACT:

\$306,565 grant revenue to the Health Department. No general fund impact.

CONTACT NAME: Hillary Bayliss

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

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

SEND COPIES TO:

Dr. Richard Johnson, copy to be in hand on day of approval.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[2013-2014 Emergency Preparedness Agreements](#)

[Allocation Agt](#)

- [Ex A](#)
- [Ex B](#)
- [Ex B1](#)
- [Ex C](#)
- [Ex D](#)
- [Non-Supplantation Certification Form for signature](#)

History

Time	Who	Approval
8/20/2013 2:41 PM	County Administrative Office	Yes
8/28/2013 1:55 PM	County Counsel	Yes
8/22/2013 9:41 AM	Finance	Yes

COUNTY of MONO

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

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



Sep 3, 2013

To: Honorable Board of Supervisors

From: Lynda Salcido, Public Health Director

Subject: 2013-14 Public Health Emergency Preparedness Agreements

Recommended Action: The Board of Supervisors (1) Approve and authorize the Chair's signature on the NON-SUPPLANTATION CERTIFICATION FORM for the AGREEMENT outlined below, and (2) Authorize the Public Health Director to sign the 2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding AGREEMENT and CERTIFICATION REGARDING LOBBYING, and any additional contract amendments.

Discussion: In October, 2003, the Board of Supervisors approved the first Public Health Preparedness and Response to Bioterrorism plan for FY 2002/3 (minute order 02-219). This program has been funded ever since by Federal CDC money, with 70% of the total funds being passed to the locals through the California Department of Public Health (CDPH). Funding has been level for the last few years.

The following agreements are being funded this year:

- Centers for Disease Control (CDC) Public Health Emergency Preparedness Program (PHEP) – \$107,174
- State General Fund (GF) Pandemic Influenza Planning – \$60,487
- Hospital Preparedness Program (HPP) – \$138,904

This agreement provides funds for Public Health to address planning, preparedness, response, mitigation, and recovery for all hazards and events that potentially impact the health of the public. The Work Plans are attached.

Fiscal Impact/ Budget Projections: The allocations for Mono County for FY 2013-14 total \$306,565, which is included in the approved County Budget.

For questions regarding this item, please call Lynda Salcido at (760) 924-1842.

Submitted by: _____
Lynda Salcido, Public Health Director Date

Richard O. Johnson, M.D., MPH, Public Health Officer

Contact
Office: (760) 924-1828
Fax: (760) 924-1831
E-Mail: rjohnson@mono.ca.gov

24/7/365 Emergency Contact
Cell phone : 760-914-0496

**2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding
ALLOCATION AGREEMENT**

Agreement Governed By:

CDC-RFA-TP12-120102CONT13, CFDA Number 93.074 National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, and California Health and Safety Code, Section 101315 to 101319.

1. This Allocation Agreement is entered into between the California Department of Public Health, herein after referred to as “CDPH” and the County of Mono, herein after referred to as “LHD” and/or “Local HPP Entity”.
2. The term of this Agreement is:
 - July 1, 2013 through June 30, 2014 PHEP (Centers for Disease Control and Prevention [CDC])
 - July 1, 2013 through June 30, 2014 (Hospital Preparedness Program [HPP])
 - July 1, 2013 through June 30, 2014 (State GF Pandemic Influenza)
3. The maximum amount payable under this Agreement is \$306,567, and is allocated as follows:
 - \$107,174, PHEP CDC Base Allocation. (7/1/13 – 6/30/14)
 - \$138,904, HPP Allocation. (7/1/13 – 6/30/14)
 - \$60,487, State GF Pandemic Influenza Allocation. (7/1/13 – 6/30/14)
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A — Scope of Work	03 Pages
Exhibit B — Budget Detail and Budget Provisions	04 Pages
Exhibit B, Attachment 1, Criteria for Payments	03 Pages
Exhibit C — Additional Provisions	03 Pages
Exhibit D(F) — Certification Regarding Lobbying form	01 Page
Exhibit E – Non-Supplantation Certification Form	01 Page

Attachment 11

County of Mono
2013-14
Allocation Agreement No. EPO 13-28

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

CONTRACTOR	
CONTRACTOR'S NAME	
County of Mono	
BY (<i>Authorized Signature</i>)	DATE SIGNED (Do not type -signor must date)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME	
California Department of Public Health	
BY (<i>Authorized Signature</i>)	DATE SIGNED
ADDRESS	
1615 Capitol Avenue, MS 7002, P.O. Box 997377, Sacramento, CA 95899-7377	

EXHIBIT A**2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding ALLOCATION AGREEMENT***Allocation Agreement Governed By:*

CDC-RFA-TP12-120102CONT13, CFDA Number 93.074 National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, and California Health and Safety Code, Section 101315 to 101319.

Scope of Work**1. Service Overview**

This Agreement is entered into between the California Department of Public Health, hereinafter referred to as "CDPH" and the County of Mono, hereinafter referred to as the "LHD" and/or "Local HPP Entity". LHD or Local HPP Entity agrees to provide to CDPH the services described herein.

Activities must be in accordance with the Centers for Disease Control and Prevention (CDC) and Hospital Preparedness Program (HPP) 2013-14 Program Guidance, State General Fund (GF) Pandemic Influenza, Public Health Emergency Preparedness (PHEP) Comprehensive Agreement Application 2013-14, Work Plan and Budget.

2. Service Location

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

3. Service Hours

The services shall be provided during normal LHD and/or Local HPP Entity working hours and days, as well as other hours and days the LHD deems appropriate.

4. Project Representatives

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

Department of Public Health EPO Contract Manager Mark Pfeifer Telephone: (916) 319-8190 Fax: (916) 650-6420 Email: Mark.Pfeifer@cdph.ca.gov	County of xxx Name Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: xxxx@xxx
---	--

B. Direct all inquiries to:

<p>Department of Public Health Emergency Preparedness Office Attention: Local Management Unit MS 7002 P.O. Box 997377 Sacramento, CA 95899-7377</p> <p>Telephone: (916) 650-6416 Fax: (916) 650-6420</p>	<p>County of xxx Public Health Address City, State, Zip Code Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX</p>
---	---

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

5. Services to be Performed

LHD and/or Local HPP Entity shall perform services as outlined in accordance with the Public Health Emergency Preparedness, State GF Pandemic Influenza and HHS Hospital Preparedness Cooperative Agreement Application, Work Plans, and Budgets.

6. Allowable Informal Scope of Work Changes

- A. The LHD and/or Local HPP Entity or CDPH may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work (SOW), provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder shall not require a formal agreement amendment, provided the LHD's and/or Local HPP Entity's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the CDPH.
- E. In implementing this provision, CDPH will provide a format for the LHD's and/or Local HPP Entity's use to request informal SOW changes.

7. Reporting Requirements

- A. Semi-annual written progress reports and expenditure reports must be submitted according to the schedule shown below. The purpose of the progress reports and expenditure reports are to document activities and expenditure of funds.

Midyear: July 1, 2013 - December 31, 2013 Due Date: January 31, 2014
Year-End: July 1, 2013 – June 30, 2014 Due Date: August 30, 2014

- B. Each progress report shall include, but not be limited to, data and information required by statute (cost report and progress on program activities) and information needed to satisfy federal reporting and CDPH monitoring requirements including Performance Measures and other data as required in the federal funding announcement. The reports shall be submitted in accordance with procedures and a format required by CDPH.

8. Expenditure and Program Requirements

- A. In accordance with the LHD and/or Local HPP Entity signed Certification Against Supplanting (Exhibit E), funds shall not be used to supplant funding for existing levels of services and will only be used for the purposes designated herein.
- B. In executing this Agreement, the LHD and/or Local HPP Entity assures that it will comply with the LHD and/or Local HPP Entity Comprehensive Agreement Application, Work Plans and Budget approved by CDPH.
- C. Funds made available are limited to activities approved in the Work Plans and Budgets. Any changes to the Work Plans or Budgets need prior approval from CDPH before implementing. Any contracts or subcontracts needing approval from the Contract Manager must be submitted prior to spending those funds.

Exhibit B

**2012-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding
Budget Detail and Payment Provisions**

1. Payment Provisions

A. CDPH will make payments to the LHD and/or Local HPP Entity as authorized in State statute and in accordance with the annual expenditure authority granted to CDPH in the California Budget Act. Payments shall be made in accordance with Exhibit B, Attachment 1. Payment beyond the first quarter shall be contingent upon the approval of the LHD's and/or Local HPP Entity's funding Application, Work Plan and Budget and satisfactory progress in implementing the provisions of the Work Plan, as determined by CDPH. Final payment is contingent upon receiving acceptable progress and expenditure reports submitted in accordance with timelines, formats and specifications to be provided by CDPH. **Note:** Both HPP and the State GF Pandemic Influenza require submission of invoice forms to be reimbursed.

B. Reconciliation with the payments shall be through a semi-annual expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDPH. Expenditure reports and annual reconciliation report should be sent to:

California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

C. The LHD and/or Local HPP Entity shall deposit advance federal fund payments received from CDPH into separate Trust Funds (hereafter called Federal Fund), established solely for the purposes of implementing the activities described in the LHD's and/or Local HPP Entity's approved Work Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed. CDPH requires that the LHD and/or Local HPP Entity set up separate Federal Funds for PHEP CDC and HPP funds.

D. The LHD and/or Local HPP Entity agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the LHD and/or Local HPP Entity under this Agreement shall be deposited into the Federal Fund established solely for the purposes of implementing the activities described in the LHD's and/or Local HPP Entity's approved Work Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed.

- E. The interest earned on moneys in the Federal Fund shall accrue to the benefit of the Federal Fund and shall be expended for the same purposes as other moneys in the Federal Fund.
- F. Any refunds, rebates, credits, or other amounts in the Federal Fund shall accrue to the benefit of the Federal Fund and shall be expended for the same purposes as other moneys in the Federal Fund.
- G. Federal Fund reports will require the LHD and/or Local HPP Entity/City Auditor Controller's or other authorized signature, certifying each report's accuracy and availability of supporting documentation for the State's or the federal government's review.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act and/or other state statute of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDPH shall have no liability to pay any funds whatsoever to LHD and/or Local HPP Entity or to furnish any other considerations under this Agreement and LHD and/or Local HPP Entity shall not be obligated to perform any provisions of this Agreement except as to periods for which funding has been provided.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH, or offer an Agreement amendment to LHD and/or Local HPP Entity to reflect the reduced amount.

3. Amounts Payable

- A. The amount payable under this Agreement shall not exceed:
 - 1. \$107,174, CDC PHEP Base Allocation.
 - 2. \$138,904, HPP Allocation.
 - 3. \$60,487, State GF Pandemic Influenza Allocation.

4. Redirection of Funds

Redirection of funds beyond the 10% line item/budget category allowance require prior approval by CDPH.

5. Federal Cooperative Agreement Funds

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. The Agreement is valid and enforceable only if sufficient funds are made available to CDPH by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

6. Accountability Requirements

- A. CDPH may recoup funds that are not spent for allowable purposes as specified in State statute and determined by CDPH. CDPH will notify the LHD and/or Local HPP Entity prior to recouping such funds.
- B. CDPH may withhold payments if the LHD and/or Local HPP Entity is not in compliance with the terms and conditions of this Agreement or the approved local funding Application, Work Plans and Budgets CDPH may withhold payments if the LHD cannot demonstrate progress toward protecting the jurisdiction from the threat of a bioterrorist attack, infectious disease outbreak or other public health threat or emergency as described in its progress and expenditure reports. CDPH may withhold or reduce payments if the LHD's and/or Local HPP Entity's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify local health officials prior to withholding or reducing such payments.
- C. The LHD and/or Local HPP Entity shall return unexpended funds unless carry over or extension of such funds is approved by CDPH in accordance with federal requirements.
- D. The LHD and/or Local HPP Entity shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years.

7. Unobligated Balances

At any time during the term of this Agreement, CDPH may request LHDs and/or Local HPP Entity's to identify unspent funds both obligated and unobligated funds. The presentation of this information shall be in a manner prescribed by CDPH to include identification of all unspent funds.

8. Terms of Allocation Agreement

- A. **CDC PHEP:** This Agreement provides the local funding award for the CDC PHEP federal cooperative Agreement Budget period July 1, 2013 through June 30, 2014. All services must be rendered by and purchases encumbered by June 30, 2014, unless grant is extended or funds are carried over according to provisions in State and federal law. Funds allocated under this Allocation Agreement must be liquidated by July 31, 2014 with unspent funds carried forward into the next budget period; allowable carryover of PHEP funds will be dependent on federal provisions.
- B. **State GF Pandemic Influenza:** This Agreement provides the local funding award for the State GF Pandemic Influenza cooperative Agreement Budget period July 1, 2013 through June 30, 2014. All services must be rendered by and purchases encumbered by June 30, 2014. Funds allocated under this Agreement must be liquidated by June 30, 2015. In order for CDPH to liquidate funds by June 30, 2015, a final invoice must be received by CDPH on or before March 1, 2015. This provides LHDs with an additional year to liquidate funds for services rendered by June 30, 2014.
- C. **HPP:** This Agreement provides the local funding award for the HPP federal cooperative Agreement Budget period July 1, 2013 through June 30, 2014. **All services must be rendered by and purchases encumbered by June 30, 2014**, unless grant is extended. Funds allocated under this Agreement must be liquidated by July 31, 2014 with unspent funds carried forward into the next budget period; carryover of HPP funds is limited to 15% of the annual allocation.

Exhibit B, Attachment 1 Criteria for Payments
2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza
2013-14 Allocation Agreement

		CDC PHEP Base and	Reference Lab Allocations
1st Payment	Criteria	CDPH must receive following signed Agreement documents and the PHEP work plan & budget: <ul style="list-style-type: none"> • Signed Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Submission of PHEP Work Plan • Submission of PHEP Budget 	CDPH must receive following signed Agreement documents and the PHEP workplan & budget: <ul style="list-style-type: none"> • Signed Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Submission of PHEP Work Plan • Submission of PHEP Budget
	Payment	25% of initial FY 13-14 CDC PHEP Base and/or CRI Allocation	25% of initial FY 13-14 Lab Allocation (not including lab trainees)
2nd Payment	Criteria	<ul style="list-style-type: none"> • 1st Payment Criteria must be met • the Work plan and Budget must be approved • All required application documents must be submitted • Receipt of FY 12-13 Year End Reports • Receipt of expenditure supporting documentation for 25% of 1st quarter PHEP Payment 	<ul style="list-style-type: none"> • 1st Payment Criteria must be met • the Work plan and Budget must be approved • All required application documents must be submitted • Receipt of FY 12-13 Year End Reports • Receipt of expenditure supporting documentation for 25% of 1st quarter Lab Payment
	Payment	50% of the total CDC PHEP Base and/or CRI Allocation (includes carry-forward funds) less the 1st quarter payment	50% of the total Lab Allocation (not including lab trainees) (includes carry-forward funds) less the 1st quarter Lab payment
3rd Payment	Criteria	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • Receipt of FY 13-14 Mid-Year reports • Receipt of expenditure supporting documentation for 50% of the total allocation (including carry-forward funds). 	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • Receipt of FY 13-14 Mid-Year reports • Receipt of expenditure supporting documentation for 50% of the total Lab allocation (including carry-forward funds).
	Payment	75% of the total CDC PHEP Base and/or CRI Allocation (includes carry-forward funds) less the 1st and 2nd quarter payments	75% of the total Lab Allocation (includes carry-forward funds) less the 1st and 2nd quarter payments
Final Payment	Criteria	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • Receipt of expenditure supporting documentation for 85% of the total PHEP allocation (including carry-forward funds). 	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • Receipt of expenditure supporting documentation for 85% of the total Lab allocation (including carry-forward funds).
	Payment	100% of the total CDC PHEP Base and/or CRI Allocation (includes carry-forward funds) less the 1st, 2nd, and 3rd quarter payments	100% of the total Lab Allocation (includes carry-forward funds) less the 1st, 2nd, and 3rd quarter payments

		Lab Trainee Stipends	Lab Training Assistance Grants
1st Payment	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> Signed Agreement documents Lab trainee(s) must be included in Lab budget A copy of the LFS letter approving the trainee Name and proposed hire date of the trainee A training plan that provides 6 months of training with a completion date no later than June 30, 2014. Only 12 traineeships available 	LHD must: <ul style="list-style-type: none"> be an LRN Sentinel laboratory and submitted signed Agreement documents have applied for and received approval for at least one lab trainee stipend be a member of a training consortium with at least one other county indicate what other county(ies) are part of the consortium and provide a letter from at least one other consortium partner agreeing to the arrangement.
	Payment	Award is dependent on number of trainees requested AND availability of traineeships AND submission of all required documents	Award is dependent on availability of assistantship funds AND meeting all requirements above
2nd Payment	Criteria	N/A	N/A
	Payment	N/A	N/A
3rd Payment	Criteria	N/A	N/A
	Payment	N/A	N/A
Final Payment	Criteria	N/A	N/A
	Payment	N/A	N/A

		HPP	State GF
1st Payment	Criteria	<p>CDPH must receive following signed Agreement</p> <ul style="list-style-type: none"> Signed Agreement Page Non Supplantation Certification Form Certification Regarding Lobbying Five Letters of Support (Refer to the FY 13-14 Application Guidance) Submission of HPP Work Plan Submission of HPP Budget Submission of Health Care Facility (HCF) Form 	<p>CDPH must receive following signed Agreement</p> <ul style="list-style-type: none"> Signed Agreement Page Non Supplantation Certification Form Certification Regarding Lobbying Submission of GF Pan Flu Work Plan Submission of GF Pan Flu Budget
	Payment	25% of HPP Allocation	25% of State GF Pandemic Influenza Allocation
2nd Payment	Criteria	<ul style="list-style-type: none"> 1st Payment Criteria must be met the HPP Work Plan and HPP Budget must be approved An invoice with actual HPP expenditures above the 25% advance amount must be submitted to CDPH Receipt of FY 12-13 Year End Reports All required application documents must be submitted 	<ul style="list-style-type: none"> 1st Payment Criteria must be met the CDC Work Plan and Budget must be approved An invoice with actual State GF Pan Flu expenditures above the 25% advance amount must be submitted to CDPH Receipt of FY 12-13 Year End Reports All required application documents must be submitted
	Payment	CDPH will pay the Local HPP Entity for actual expenditures above the 25% advance (e.g. - if a local entity submits and invoice for 35%, CDPH will pay them 10% because the local entity already received 25%). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures above the 25% advance (e.g. - if a local entity submits and invoice for 35%, CDPH will pay them 10% because the local entity already received 25%). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.
3rd Payment	Criteria	<ul style="list-style-type: none"> 1st & 2nd Payment Criteria must be met Receipt of FY 13-14 Mid-Year reports An invoice with actual HPP expenditures must be submitted to CDPH 	<ul style="list-style-type: none"> 1st & 2nd Payment Criteria must be met Receipt of FY 13-14 Mid-Year reports An invoice with actual State GF Pan Flu expenditures must be submitted to CDPH
	Payment	CDPH will pay the Local HPP Entity for actual expenditures (above the 2nd payment). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures (above the 2nd payment). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.
Final Payment	Criteria	<ul style="list-style-type: none"> 1st, 2nd & 3rd Payment Criteria must be met Receipt of required Performance Measure reports An invoice with actual HPP expenditures must be submitted to CDPH 	<ul style="list-style-type: none"> 1st, 2nd & 3rd Payment Criteria must be met An invoice with actual State GF Pan Flu expenditures must be submitted to CDPH
	Payment	CDPH will pay the Local HPP Entity for actual expenditures (above the 3rd payment). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures (above the 3rd payment) All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.

Exhibit C
2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding Additional Provisions

1. Additional Incorporated Exhibits

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the LHD and/or Local HPP Entity with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file all documents referenced herein and any subsequent updates.

- A. 2013-14 Federal Guidance Documents:
 - CFDA Number 93.074 – National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs
- B. Federal Public Health Preparedness Capabilities: National Standards for State and Local Planning
- C. Federal Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness
- D. CDPH Guidance to LHDs and/or Local HPP Entities for CDC PHEP, State General Fund (GF) Pandemic Influenza, and/or HPP Program Funds.
- E. LHD's and/or Local HPP Entity's Public Health Emergency Preparedness Comprehensive Agreement Application, Work Plans, and Budgets and all attachments (refer to the CDPH Guidance to LHDs and/or Local HPP Entities for all attachments).

2. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

3. Cancellation / Termination

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from CDPH, LHD and/or Local HPP Entity shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. LHD and/or Local HPP Entity shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH' notification to LHD and/or Local HPP Entity. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, LHD and/or Local HPP Entity shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Agreement.

4. Dispute Resolution Process

- A. This provision supplements provision 15 of Exhibit D(F).
- B. CDPH may recoup from a LHD and/or Local HPP Entity any funds allocated pursuant to this article that are unspent or that are not expended for purposes specified in subdivision (d) of Section 101315 of the California Health and Safety Code.
- C. CDPH may also recoup funds expended by the LHD and/or Local HPP Entity in violation of subdivision (d) of Section 101315 of the California Health and Safety Code.
- D. CDPH may withhold quarterly payments of funds to a LHD and/or Local HPP Entity if the LHD and/or Local HPP Entity is not in compliance with

this article or the terms of that LHD's and/or Local HPP Entity's work plans as approved by CDPH.

- E. Before any funds are recouped or withheld from a LHD and/or Local HPP Entity, CDPH shall discuss with local health officials or Local HPP Entities the status of the unspent moneys or the disputed use of the funds, or both.

5. Financial and Compliance Audit Requirements

- A. Paragraph d of provision 16 in Exhibit D(F) is amended to read as follows:

The A-133 audit report must either include the PHEP, HPP and State General Fund Pandemic Influenza programs (as applicable to the contractor) at a minimum once every three years or a separate independent audit of these programs must be conducted according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations" at least once every three years. If an audit of the PHEP, HPP and State General Fund Pandemic Influenza programs has not been completed within the past two years from the date of this Agreement, an audit of the funds awarded for the period of July 1, 2012 through June 30, 2013 must be conducted and concluded no later than July 1, 2014, or according to the County schedule for the A-133 audit for this 2012-13 fiscal period (July 1, 2012 through June 30, 2013) if PHEP, HPP and State GF Pandemic Influenza funds are included in the A-133 Audit.

In addition, the A-133 or other independent audit must identify the Contractor's legal name and the number assigned to this Agreement and be sent annually to CDPH within 30 days after the completion of the audit. The LHD/HPP Entity shall keep a copy of the audit report on file and have it available for review by CDPH or auditors upon request.

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
8. Site Inspection	24. Officials Not to Benefit
9. Federal Contract Funds	25. Four-Digit Date Compliance
10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
13. Confidentiality of Information	29. Union Organizing
14. Documents, Publications, and Written Reports	30. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	31. Lobbying Restrictions and Disclosure Certification
16. Financial and Compliance Audit Requirements	

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

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

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
 - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of

inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

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

- a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

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

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

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

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

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

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this

Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

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

5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.

- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection,

audit, and reproduction.

- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this

Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining

CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

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

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the

representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

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

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

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

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional

materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

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

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

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

- (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
- (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **\$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
- (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than \$25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
- (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in

Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

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

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement.

If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

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

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

- (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the contractor in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p>	
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier ____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>		
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: ____</p>		
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>		
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>		
	<p>Print Name: _____</p>		
	<p>Title: _____</p>		
	<p>Telephone No.: _____ Date: _____</p>		
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT E

2013-14 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

NON-SUPPLANTATION CERTIFICATION FORM

(City/County Name of Local Health Department and/or Local HPP Entity)

I hereby certify that the above-named Local Health Department (LHD) and/or Local HPP Entity shall not use funds allocated by the California Department of Public Health (CDPH) to supplant funding for existing levels of service and that funds shall only be used for the purposes specified in the Fiscal Year (FY) 2013-2014 PHEP, GF Pan Flu, and HPP Funding Agreement as approved by the CDPH.

I further certify that funds received shall be deposited in an interest-bearing Local Public Health Preparedness Trust Fund as per the Health and Safety Code, Section 101317 and expended only for the purposes stated in the LHDs and/or Local HPP Entity's Grant Application Work Plan and Budget, as approved by the CDPH.

Chairperson, Board of Supervisors, Mayor of a City or designee:

Signature:
Printed Name:
Title:
Phone:
Date:

Please return the original signed certification with your FY 2013-2014 PHEP, GF Pan Flu and HPP Funding Agreement Funding Agreement to:

California Department Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	County Administrative Office
ADDITIONAL DEPARTMENTS	Human Resources		
TIME REQUIRED	10 minutes (5 minute presentation, 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Jim Leddy
SUBJECT	Assessor Appointment		

AGENDA DESCRIPTION:

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

Proposed resolution prescribing the salary for county assessor and proposed appointment of Robert Musil as county assessor. Mr. Musil will also be sworn in and take office immediately.

RECOMMENDED ACTION:

Adopt Resolution R13-___, prescribing the salary for the office of assessor. Appoint Robert Musil to the office of assessor pursuant to Government Code section 25304 (thereby filling the current vacancy in that elective office).

FISCAL IMPACT:

The salary is budgeted at \$108,000 with benefits at \$66,104 for a total of \$174,104.

CONTACT NAME: Jim leddy

PHONE/EMAIL: (760) 932-5414 / jleddy@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Assessor Appt Staff](#)

[Assesor salary resolution](#)

History

Time	Who	Approval
8/22/2013 7:51 AM	County Administrative Office	Yes
8/28/2013 11:18 AM	County Counsel	Yes
8/22/2013 9:38 AM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
760-932-5538
lroberts@mono.ca.gov

Linda Romero
Assistant Clerk of the Board
760-932-5534
lromero@mono.ca.gov

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrative Officer
Date: August 28, 2013

Subject:
County Assessor Appointment

Recommendation

Appoint Robert Musil as Mono County Assessor effective September 3rd.

Background

In June of 2012, the Mono County incumbent Assessor resigned midterm. Under the Government Code section 25304, the Board of Supervisors is required to appoint an Assessor to fill the remainder of the term. The Board cannot leave the position vacant until the next election. The Assessor's next election in June 3, 2014 for a full four year term which would begin in January 2015 until December 31st, 2018.

In the spring of 2013, the County launched a public recruitment process for Assessor candidates. Seven candidates submitted applications which included answers to supplemental questions. On August 2nd and 9th of 2013, a panel interview was held by a Technical Interview Advisory Panel. The Panel consisted of Inyo County Assessor Tom Lanshaw, County Finance Director Leslie Chapman, Mono County Assistant Assessor Aimee Brewster, County Counsel Marshall Rudolph, and Mono County Administrator Jim Leddy. This panel interviewed all seven candidates and asked questions focused on the primary job responsibilities. A scoring and ranking was established and three bands of candidacy were established.

On August 15th, at a special Board of Supervisors meeting four candidates were interviewed of the seven who had participated in the Technical Panel Interviews. Three withdrew prior to Board interviews. After holding interviews, the Board of Supervisors, on a straw vote, selected Robert Musil as the top candidate for County Assessor and directed the County Administrator to negotiate the salary range as dictated by the recruitment salary and a start date. Mr. Musil requested the top of the approved range due to concerns about compaction. The County Administrator supports this request.

Discussion

The qualifications for being County Assessor are defined by Government Code 24002.5 which states:

- (a) A person may not exercise the powers and duties of the office of assessor unless he or she holds a valid appraiser's certificate issued by the State Board of Equalization pursuant to Article 8 (commencing with Section 670) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code.

(b) Notwithstanding subdivision (a), a duly elected or appointed person may exercise the powers and duties of assessor, for a period not to exceed one year, if he or she acquires a temporary appraiser's certificate from the State Board of Equalization no later than 30 days after taking office.

(c) This section does not apply to any person holding the office of assessor on January 1, 1997.

In addition, the Assessor appointee must be a registered voter of the County by the time of appointment under Government code section 24001 (and must be a resident of the County in order to be a registered voter under Elections Code section 2000 et seq.).

Fiscal Impact

The salary is already budgeted at \$108,000 with benefits @ \$66,104 for a total of \$174,104.



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RESOLUTION NO. R13-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS PRESCRIBING THE
SALARY FOR THE OFFICE OF ASSESSOR**

WHEREAS, the Mono County Board of Supervisors has the authority under Article XI, section 1 of the California Constitution to prescribe the compensation of county officers;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the salary for the office of county assessor shall be nine thousand dollars (\$9,000) per month, effectively immediately. This resolution shall prospectively supersede any prior resolutions or other Board actions prescribing the assessor's salary to the extent it is inconsistent therewith.

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

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	1 hour (10 minute presentation, 50 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Leslie Chapman
SUBJECT	Budget Hearings		

AGENDA DESCRIPTION:

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

Public hearing regarding Fiscal Year 2013-2014 Final Budget – Proposed resolution adopting the final Mono County budget for fiscal year 2013-2014. To view the Final Budget Hearings Document, please visit the following link:

<http://monocounty.ca.gov/auditor/page/201314-budget-hearings-final>.

RECOMMENDED ACTION:

Adopt proposed resolution #R13-_____, adopting the final Mono County budget for fiscal year 2013-2014. Provide any desired direction to staff.

FISCAL IMPACT:

FY 2013-2014 - \$ 63,177,543. General Fund \$ 35,738,734; Other Funds \$21,866,532; Enterprise Funds \$ 3,007,979; Dependent Districts \$ 2,564,298.

CONTACT NAME: Leslie Chapman

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Budget Staff Report](#)

History

Time	Who	Approval
8/15/2013 1:01 PM	County Administrative Office	Yes
8/27/2013 11:48 AM	County Counsel	Yes
8/14/2013 8:27 AM	Finance	Yes



COUNTY OF MONO

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

Jim Leddy
County Administrative Officer

August 28, 2013

TO: The Mono County Board of Supervisors

FROM: Jim Leddy, County Administrative Officer
Leslie Chapman, County Finance Officer

RE: Fiscal Year 2013-2014 Final Budget

Dear Board Members:

On August 13th and 14th, the Board reviewed the Recommended FY 2013-2014 Budget including the proposed and CAO Recommended Policy Items. The Board made adjustments to those items and requested the staff to return on September 3rd with a Final Budget for Board adoption. The Budget being presented reflects the Final FY 2013-2014 Mono County Budget for Board review and staff recommends its adoption.

The proposed Final Budget is balanced. It totals 63,177,543 with a General Fund component of 35,738,734. It furthers the County's efforts to move forward strategically. It also reflects an unparalleled level of transparency and commitment to an ongoing dialogue with the community about the future of public services.

Included with this cover letter are four tables. Table A) captures the updated General Fund Policy Items as adjusted by the Board of Supervisors. Table B) restates the Non-General Fund Policy Items. Table C) is an initial effort to capture the questions, direction and additional work projects that emerged from the Board Workshops. Table D) restates the County's Long Term Liabilities.

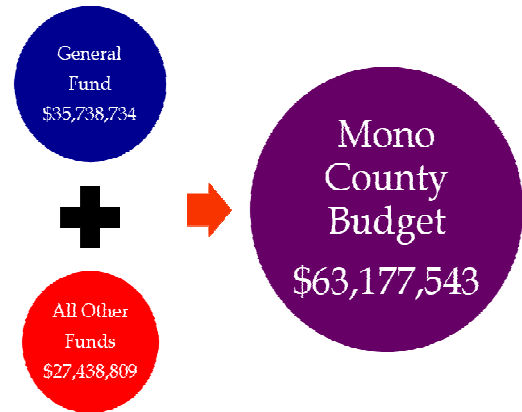
Staff will be addressing all of the items raised in Table C moving through this year and the proposed date of completion is based on current workload.

This Budget is a bridge. It moves us forward and is built upon **Strategic Planning, increasing transparency and understanding of County services and strengthening our workforce.** This Budget supports the County in its mission as a committed organization driven by core values to provide superior public services with dedicated employees. Through professional development, training, recognition, innovation and accountability, we will serve Mono County residents and visitors as best possible.

This Final Budget understands the constraints of the current fiscal reality as well as the need to shift to long-term planning and better community dialogue and collaboration.

The Final Budget:

- Is balanced;
- Maintains public safety at current service levels;
- Maintains County’s local commitment to roads (\$550,000);
- Provides health and safety services for all communities of Mono County;
- Begins to rebuild the Reserves (\$50,000 added);
- Funds Clean Air Vehicle Mandates for first year to meet 2018 and 2028 deadlines (\$1 million);
- Funds landfill services including closure cost schedule;
- Invests \$1.22 million in economic development and tourism services;
- Proposes no layoffs;
- Reduces an empty management position in Animal Control;
- Aligns future budget development with Fiscal Year moving forward;
- Advances the County’s Strategic Planning effort;
- Funds the Senior Meal program at prior year levels.



Policy Items - Updated

In each budget cycle, County departments review services and staffing levels and present Policy Items for Board consideration. For FY 2013-2014, the departments submitted \$8.39 million in Policy Item requests. The Recommended Budget is proposing \$2.97 million or 35.3% of the requests. In reviewing the department or standing policy driven requests, the lens of long-term issues and diminished resources was used.

Table A) Updated Policy Items that reflect Board direction of August 13th and 14th

Department/ Policy Item Description	Total Revenue Available for Policy Items = \$2,972,788			
Board of Supervisors/County Policy	Amount Requested	CAO Recommended	Comments/Notes	Board Approved
General Fund Contingency (1% Current Expenditures)	\$357,387	\$350,000	Administrative Policy	305,000
General Fund Reserve (Bring to 15% of Current Expenditures)	5,360,810	50,000	Administrative Policy	50,000
CIP Fund - CARB Compliance Set-aside	1,000,000	1,000,000		1,000,000
Air Service Subsidy	85,000	75,000	Revisit based on Mammoth TBID	50,000
Trial Maintenance Program	8,840	8,840	Based on Friends of the Inyo Proposal	8,840
Property Tax Admin Fee Refund (Six smallest fire districts)	20,254	25,000	Based on prior year refunds	25,000
Contributions to Non-Profit Organizations	75,000	75,000	Detail provided separately	60,000
CIP Fund - Park Improvement Set-aside	5,000	5,000		5,000

Behavioral Health				
Behavioral Health County Match	7,149	7,149	Mandated by State Law	7,149
Assessor				
New FTS Position	75,169	-	Review at Midyear adjustment	-
Community Development/Planning				
Permit Tech Position	87,870	-	Review at Midyear adjustment	-
District Attorney				
CAIMmet Investigator/ 950 hours per year	45,000	-	To be funded through the Sheriff's Office's CalMMet Grant	45,000
Half-Time FTS Position	18,194	-		-
Additional Office Space	16,200	-	Rent is General Fund ongoing expense, tenant improvements funded by Asset Forfeiture fund	-
Economic Development				
Economic Development Assistant	83,800	41,900	Review at Midyear adjustment for potential full time	41,900
Fish Enhancement Program - Fund 102	45,850	45,850	Prior year amount was \$123,000 to cover Fish Stocking. Current year amount includes carry over balance augmentation.	45,850
Economic Development - Tourism:				
InterAgency Visitor center additional contribution	5,000	-	Ranked #3 by Economic Development	5,000
California State Fair Exhibit	5,000	-	Ranked #4 by Economic Development	5,000
Film Commission Marketing Support	10,000	-	Ranked #2 by Economic Development	10,000
Local Program Funding	40,000	-	Ranked #1 by Economic Development	20,000
Conway Ranch Easement	113,300	113,300		113,300
Elections				
Prepare for new Election machine purchase in 2015-16	75,000	-	3-year set aside plan	-
Emergency Medical Services (Paramedics)				
Replace Cardiac Monitors	30,000	30,000		30,000
Finance / Human Resources				
Electronic Timekeeping System	44,600	-		-
Upgrade/Replace Property Tax Server	10,000	10,000	Required for property tax system	10,000

Information Technology				
Promote IT Tech to IT Specialist	12,959	-		
Digital 395 Implementation Equipment	26,249	26,249		26,249
Public Works				
Cemetery - Fund 610	76,427	10,000	<i>Complete mapping, postpone road improvements</i>	10,000
Road Fund - Fund 700 - General	550,000	550,000	<i>Average local contribution since 2004</i>	550,000
Sheriff				
50 New Mattress/Pillow combinations	12,500	12,500		12,500
Social Services				
Department of Social Services - Fund 103	355,000	355,000	<i>Estimated County Match</i>	355,000
Department of Social Services - Fund 103 - Senior Program	159,000	159,000	<i>Program funding shortage</i>	159,000
Department of Social Services - Fund 103 - General Relief	23,000	23,000	<i>County Obligation</i>	23,000
TOTAL GENERAL FUND PROPOSED POLICY ITEMS				
	\$8,979,558	\$2,972,788	TOTAL	2,972,788

Table B) Non- General Fund Policy Items – No items were adjusted during Budget Workshops.

NON-GENERAL FUND POLICY ITEMS	Department Requested	Description
Clerk		
T2300 PostScript Multifunction Printer 50% Cost	6,427	<i>Fund 774/Modernization Trust Fund</i>
ScanPro 3000 Microfilm reader/printer	16,000	<i>Fund 774/Modernization Trust Fund</i>
District Attorney		
Remodel of new Office space	64,000	<i>Fund 785/DA Asset Forfeiture Fund</i>
Public Works/Motor Pool		
Replace 7 Vehicles	350,000	<i>Funds Available in Motor Pool</i>
Social Services		
Eligibility Worker I/II	46,327	<i>State and Federal Portion - total cost \$50,631</i>
Staff Services Analyst I/II	60,634	<i>State and Federal Portion - total cost \$66,267</i>
Principal Staff Services Analyst	9,851	<i>State and Federal Portion - total cost \$10,766</i>
Behavioral Health		
Reallocate Contracted position into .70 FTE Benefited position	106,764	<i>Funds Available in MHSA Fund</i>
Create a new position Psych Specialist/Quality Improvement	90,695	<i>Funds Available in MHSA Fund</i>
Finance / Copier Pool		
New DSS Copier for Child Welfare Services	8,900	<i>Funds Available in Copier Pool Fund</i>
Department of Weights & Measure/Ag Commissioner		
Construction of New Agriculture building in Inyo County	189,000	<i>Currently held in CIP Fund</i>
TOTAL GENERAL FUND PROPOSED POLICY ITEMS	\$948,598	

Table C) Follow up Tasks from Budget Workshops - During the Board of Supervisors Budget Workshops on August 13th and 14th, a number of issues, questions and requests for follow up action occurred. Table C reflects staff efforts to capture those items, provide answers by department and schedule completion dates for the additional projects.

Department	Request	Notes	Expected completion date
Sheriff	Can we develop a Reserve Deputy corps to reduce costs	There is a Reserve Academy underway	Underway
	Can we reduce or eliminate overtime through permanent hires?	Bring back at Midyear.	January 2014
District Attorney	Number of Investigations completed annually?	Bring back at Midyear.	January 2014
Probation	Will there be an analysis of the types of offenders under Probation in order to understand impacts of AB 109	Yes - CCP will be providing	By November 15th, 2013
Community Development	Overtime reduction possible	Department is fully staffed and will review.	Ongoing
	How many permits in 2012?	112 Permits exceeding \$50,000 valuation =17 6 Single Family Homes plans by August of last year.	August 14, 2013
	How many permits in 2013 to date	170 (as of August 14 th , 2013) Permits exceeding \$50,000 valuation =18. Single family residential permits = 8	
	Waiver of Solar fees to enable greater solar deployment?	Analysis as part of Master Fee/Permit Workshop	October 2013
	Should Mammoth Lakes Housing manage county owned housing units	Department will analyze and bring back recommendation.	November 1 st , 2013
	There was \$250,000 impact fees - where is it?	There is \$237,000 in fund 291 – EIR/Planning	n/a
	LAFCo Membership needs north county representative	One may be pending	As soon as possible.
	Do we have contract building inspection services	Yes	August 13, 2013
	Economic Development	Do we have Economic development Specialist for D395 post completion?	Discussion point for Mid year
Public Works	Do we have contract engineer services?	Yes	August 14, 2013
Airports	Should Airport Land Use committee be reactivated?	Policy Discussion for Board	December 2014.

Campgrounds	Should we raise County Campground fees to improve and maintain county campgrounds?	Master Fee/permit workshop	October 2013
	How do County fees compare with state and federal campgrounds?	Master Fee/permit workshop	October 2013
Capital Improvement	What was previous vehicle replacement program?	Schedule Board workshop	November 2013
	Request analysis and staff presentation on financing alternatives to meet CARB Compliance - Options such as borrowing from County Treasury;	Finance will begin analysis on financing options.	By October 2013
	What is status of Treasury Advisory Committee and can they review CARB financing proposal?	Finance will begin analysis on financing options.	By October 2013
	What is County responsibility for cemetery maintenance and can we explore alternative model (i.e. Antelope Valley)?	Public Works to analyze and report back to Board	November 2013
	County Service Area Annual report requested	Public Works will craft Board item	December 2013
Facilities	Do we have Backup Documentation of cross training in facilities?	Public Works/Human Resources will craft report for Board.	November 2013
Motor Pool	Is our vehicle replacement schedule too strict and costing county unnecessarily?	Schedule Board workshop	November 2013
	What is the repair history of Mono County fleet?		
	What is size of the fleet?		
Roads	Should we consider augmentation for roads - supports tourism?	Asset Management System needs to be online	January 2014
	Does the Town of Mammoth Lakes have a road striping machine county can use to save money?	CAO will consult with Town Manager	September 15, 2013
Information Technology	Review the painting of poles in General Plan review of communication towers/power poles.	IT working through the Communications Element of General Plan currently.	December 2013
	Costs of requiring undergrounding?		
Public Health	Can we explore cost of portable generators for emergency use for communities?	Public Health/Public Works to analyze cost and provide Board with update	December 2013

Social Services	Need ESAAA Update at Midyear	Social Services will provide report	January 2014
	Can we develop volunteer program to augment services (such as senior meals)?		
	Need to augment Foster Parent program - Public Service Announcements?	Social Services will review and report back.	October 2013
Paramedics	Countywide Fire District worth exploring?	Public Health, CAO, Finance and Human Resources to analyze. Bring forward discussion to Board.	April 2014
	Seek legislation to allow Fair Labor Standards Act Exemption for Paramedics?		
	Can we secede from ICEMA and be treated based upon unique circumstance?		
	Request Doctor Johnson to provide Board update on the benefits of being in ICEMA.		
	Move First Responder Fund out of paramedic budget	It is in the operating transfer budget	September 3 rd , 2013
Finance	Bring forward plan for a better use of the Old Hospital space.	CAO/Finance/Public Works to develop options and bring to Board.	March 2014
Board of Supervisors	Shift Prop. 172 funds into paramedics (25%) and supplant with GF from departments that they are shifted from.	FY 2013-2014 Budget	September 3 rd , 2013
	Replace First responder funds with Prop 172 - supplant loss to other departments.		
	Need resolution to re-allocate Prop. 172		
	Strategic Plan development and Adoption	CAO to bring forward Strategic Plan Process schedule by late September.	October 2013 to January 2014
Other Issues:			
Property Tax Assessment	A-87 changes warrant broader discussion	Finance will schedule A-87 workshop	Sept. 10, 2013
Fee and permit workshop	Discussion of fees, permits, costs and uses.	Finance /CAO will work with departments for Board workshops	October 2013
Midyear Budget Session	Review expenditures/revenues of FY 2013-2014 and request adjustments if needed. Establish FY 2014-2015 Budget development guidelines	CAO/Finance will schedule.	February 11, 2014
FY 2013-2014 3rd Quarter Budget session	Review expenditures /revenues of FY 2013-2014 and request adjustments if needed.	CAO/Finance will schedule.	April 15, 2014

Table D) Mono County Long Term Liabilities and Unmet Needs - As the FY 2013-2014 Recommended Budget was built, we focused on the Board’s direction to ensure unmet long-term liabilities were quantified and began to be addressed. As departments assessed the issues, the costs of these liabilities and unmet needs have been estimated. The FY 2013-2014 also recognizes County Long Term Liabilities.

The following table reflects currently identified issues that the County must address. The costs are estimates and will be refined. Further, the list may grow but as we do the needed strategic planning and focused budget work, the list will be addressed.

MONO COUNTY Long Term Liabilities and Unmet Needs			
Issues	Remaining Costs	Cause	Timeline
California Air Resources Board (CARB) Clean Air Compliant vehicles	\$25 million ¹	State mandate for clean air vehicles	2028
Solid Waste Issues – Landfill closures and monitoring	\$6.68 Million ²	State Law	2023/2029
New Jail	\$25 Million ³	Population growth/use	2020-2025
Prudent Reserves	\$3.7 Million ⁴	County Fiscal Policy	2018
Infrastructure (Roads, Parks, community center upgrades)	TBD	Replacement and maintenance	As warranted
New elections system	\$225,000 ⁵	State mandate/ Aging technology	2016-2017
Improved County Information Technology	TBD	Ensure adequate technology to support county services	??
Social and Health Safety Net Services	TBD	Serving resident unmet needs	??
Increased Economic Development Investment	TBD	Grow the Economy	ASAP
Labor costs	1% COLA ⁶ = \$255,000 annually	Attract, retain and employ top employees	??
TOTAL	\$ 60.6 million	Does not include Labor any potential compensation increases.	

¹ = Prior purchases of Clean Air vehicles have reduced liability and 2013-2014 Recommended Budget proposes \$1 million for vehicle replacement. First deadline is 2019 and approximately \$5 million.
² = Benton Crossing Closure and post closures costs in Enterprise Fund \$3.2 and 3.48 for Pumice Valley if closes in 2029
³ = New Jail will be required as AB 109 (State Realigned Prisoners) impacts grow long term inmate population at County jail.
⁴ = FY 2012-2013 Reserves are \$1.7 million. By County Policy it is recommended Reserves be at least 15% of General Fund Expenses. Current GF expenditures are \$36 million and 15% would be \$5.4 million. The FY 2013-2014 Recommended Budget would add \$50,000 to Reserves.
⁵ = Changes in State election law require county to review and investigate replacing current voting machines. Cost for replacement is estimated at \$225,000 but alternative systems may be option which may cost less.
⁶ = a one (1) percent Cost of Living Adjustment would cost approximately \$225,000 annually if granted to all employees.

Future Budget Process - It is recommended the County budget cycle be completely aligned with the fiscal year of July 1st to June 30th. Most local governments have moved to this schedule to ensure adoption of a final Board approved Budget by July 1st. As part of this final budget action, the CAO and Finance Departments are recommending adoption of that schedules as well as implementation of quarterly Budget updates to be presented at Board meetings. These updates would add to the Midyear Budget Session. It is also recommended the Midyear Budget Session also be a time to establish budget policies and development parameters.

The Final Budget is balanced, starts to rebuild reserves, funds crucial services and addresses long-term liabilities. It is a first step towards moving the County from being reactive to a proactive, strategically focused, and higher performing organization.

We wish to express our deepest appreciation to the departments, their fiscal staff and all of the hard working men and women of the entire county team which have shaped this Budget.

Thank you.

Jim Leddy,
County Administrative Officer

Leslie Chapman,
County Finance Officer



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3 **RESOLUTION NO. _____**
4 **BOARD OF SUPERVISORS, COUNTY OF MONO**
5

6 **A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING THE**
7 **FINAL MONO COUNTY BUDGET FOR FISCAL YEAR 2013-2014**
8
9

10 **WHEREAS**, the final Mono County budget for fiscal year 2013-2014 (the “budget”) has been
11 prepared under direction of the County Administrative Officer after consultation with the Finance
12 Director, department heads, officers and certain employees; and

13 **WHEREAS**, the budget has been prepared in the form and manner required by laws; and

14 **WHEREAS**, budget hearings of the Board of Supervisors have been noticed and held; and

15 **WHEREAS**, the final budget is attached hereto and incorporated into this resolution by this
16 reference pursuant to Government Code Section 29090.

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

- 19 1. The budget incorporated by reference meets the requirements of Government Code
20 Section 29000 et. Seq.
- 21 2. Pursuant to Government Code Section 29091, the several amounts of proposed
22 financing uses specified in the budget are hereby appropriated at the object level except
23 fixed assets, which are appropriated at the sub-object level pursuant to Government
24 Code Section 29008.
- 25 3. The budget is hereby adopted as the Mono County Final Budget for Fiscal Year 2013-
26 2014.

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4. A copy of this Resolution, together with the attached budget, shall be filed forthwith by the Finance Director in the Office of the Clerk of the Board of Supervisors and in the Office of the Controller of the State of California.

APPROVED AND ADOPTED this 3rd day of September, 2013, by the following vote of said

Board:

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

**BYNG HUNT, CHAIR
BOARD OF SUPERVISORS
COUNTY OF MONO**

ATTEST:
LYNDA ROBERTS
CLERK OF THE BOARD

APPROVED AS TO FORM

**MARSHALL RUDOLPH
COUNTY COUNSEL**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Economic Development
ADDITIONAL DEPARTMENTS	County Counsel		
TIME REQUIRED	1 hour (10 minute staff report 20 minute public input, 30 minute Board discussion)	PERSONS APPEARING BEFORE THE BOARD	Dan Lyster
SUBJECT	Conway Ranch Irrigation		

AGENDA DESCRIPTION:

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

Oral staff report and Board discussion regarding Conway Ranch irrigation, including irrigation specialist services and related issues.

RECOMMENDED ACTION:

Provide any desired direction to staff.

FISCAL IMPACT:

None.

12:00 P.M. TO 2:00 P.M.

CLOSED SESSION

REGULAR SESSION WILL COMMENCE AT 2:00 P.M.

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

CONTACT NAME: dlyster@mono.ca.gov

PHONE/EMAIL: (760) 924-1705 / dlyster@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 - [📄 Marti materials \(1 of 2\)](#)
 - [📄 Marti materials \(2 of 2\)](#)
-

History

Time	Who	Approval
8/27/2013 11:36 AM	County Administrative Office	Yes
8/28/2013 1:32 PM	County Counsel	Yes
8/27/2013 1:19 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

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

Legal Assistant
Jennifer Senior

TO: Board of Supervisors
FROM: Marshall Rudolph
DATE: September 3, 2013
RE: Conway Ranch Irrigation

AGENDA MATERIALS DISCLAIMER

The materials following this cover memo were submitted by a member of the public (and also a member of the Fisheries Commission), Steve Marti, with the request that they be provided to the Board in connection with the agenda item regarding Conway Ranch Irrigation. Accordingly, County staff in good faith is relaying them to your Board. In so doing, County staff is not thereby endorsing or concurring with the accuracy of any descriptions of events and issues or any views expressed in those materials. County staff will be present at the meeting to respond to any questions the Board may have and provide comments as necessary.

Events and Issues leading to recommendation

Fred Fulstone's lack of communication with other water users and inability to follow long standing practices conveying water to the Conway and Mattly Ranch has jeopardized IAG's operation and the confidence of the property owners along the Virginia Creek diversion. Fred's lack of understanding the totality of the Conway Ranch and his unwillingness to abide by his contract, prompted the Fisheries Commission to make the recommendation to terminate Mr. Fulstone.

1. 2012: Water was diverted onto the Mattly Ranch, away from the Conway hatchery facility without notifying IAG, resulting in a fish kill at the facility.
2. 2012: Performed widening of the upper Mattly Ranch conveyance ditch, destroying willows and habitat. County was not informed (possible 1600 permit issue).
3. 2012: Without understanding the intricacies of the Virginia Creek diversion and conveyance ditch, released too much water into the ditch when the snow had not cleared, resulting in water overflowing its banks, flooding US 395.
4. 2013: Released too much water into the Virginia Creek diversion flooding John and Carolyn Webb's garage.
5. 2013: Continuing his efforts to get as much water as possible to upper Conway Ranch without any regards for property owners along

the conveyance ditch. Mr. Fulstone released the maximum amount of water available and without cleaning winter debris from the ditch. The result was a blowout on Chichester's property, (first property the conveyance ditch travels through.)

6. 2013: Repeatedly requested water from Vince White, SCE, at the Lundy Power house to procure additional water for the Mattly Ranch. This effort seems to circumvent the normal line of communication, Dan Lyster, who would communicate with SCE and IAG at the Fish Hatchery.

I have supplied supporting data as well as photos of settling pond, dilapidated head gates and conveyance ditches that need a lot of attention. These items are in the contract as responsibilities.

Mono County Fisheries Commission

PO Box 2415 ~ Mammoth Lakes CA 93546 ~ 760.924.1705 ~



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dlyster@mono.ca.gov

~ Meeting the Goals to Preserve Trout Fisheries in Mono County ~

Honorable Mono County Board of Supervisors:

On behalf of the Mono County Fisheries Commission I am informing you that the commission has unanimously voted to recommend to the Board the termination of the Conway Ranch water master (water irrigator) contract with Mr. Fred Fulstone. This recommendation is based on recent facts that have either been reported to or observed by members of the Commission.

Mr. Fulstone has opened water conveyances against staff direction. He has also limited the provisions of water to Inland Aquaculture Group's aquaculture operation at the Conway Ranch. This is in conflict with the water master contract that specifies the aquaculture operation has priority over the grazing operation, which is managed by Mr. Fulstone. Lastly, he was directed to remove sediment and conduct varmint control in a ditch, on Conway Summit, that allows for water conveyance to the Conway Ranch. This ditch is on the property of Mr. and Mrs. John Webb. Mr. Fulstone, with the assistance of others whom he provided, not only removed the sediment but widened the ditch. When Mr. Webb requested Mr. Fulstone and his crew stop the widening, Mr. Fulstone continued the process and the Webb's were forced to lock their gate to prevent access to Mr. Fulstone and to deter further damage. This incident negatively affected the Webb's business since with the gate locked they were unable to receive deliveries.

Based on these incidents, the Commission believes that Mr. Fulstone is unable or unwilling to fairly perform the duties of the Conway Ranch water master (water irrigator). We recommend the immediate service of a notice of termination of his contract as the water master (water irrigator), in order to prevent any future liabilities of the County.

Respectfully Submitted,

Steve Marti, Chairman

To: tfesko@mono.ca.gov ...snip... jleddy@mono.ca.gov
 Subject: Fwd: From John Frederickson - Urgent - Potential Fish Kill Situation
 From: Raven Angeles <ravenangeles@aol.com>
 Cc: lmarti@qnet.com ...snip... junelake@schat.net

To: Mono County Board of Supervisors, County Counsel Marshall Rudolph, Mono County Fisheries Commission and MC Economic Development
 From: John Frederickson

Good Evening:

This email is to clarify the April 1st email below and the attached letter to the Mono County Board of Supervisors dated May 12, 2013.

I had a meeting with Dan Lyster on May 24th to discuss Mattly irrigation. He agreed, Mattly would not be irrigated via the Wilson Creek tail water this year and all Wilson Creek tail water would go to the Conway Ranch hatchery facility.

Per the existing Conway Ranch Aquaculture Agreement, item 1. B. "Due to the critical importance of water to fish-rearing, IAG shall be entitled to priority usage of the Property's appurtenant water rights, relative to any other person or activities that the County may allow on the Property during the term of this Agreement (other than the County itself)."

Mid June, Dan had SCE deliver 10 cfs to the upper Mattly ditch rather than to the hatchery.

July 2nd, SCE turned the upper Mattly ditch down from 10 cfs to 7cfs as it was spilling over. SCE reported the balance of 23 cfs going to Wilson Creek.

Today, July 5th, I found the lower Mattly irrigation ditch that Fred Fulstone dug last fall is full of water. Once again, Fred is diverting water away from the hatchery. Is this diversion being done with the County's blessing?

We had an understanding based on SCE's flow projections. Now that the flows have changed, there no excuse for not communicating with me.

The County is creating another unfortunate issue and causing the loss of trout for the benefit of a business based out of Nevada that does not benefit the County economy.

April fish losses - 135 rainbow trout (3 to 6+ pound average) = 607# @ a value of \$4,556.25
 May fish losses - 114 rainbow trout (3 to 6+ pound average) = 513# @ a value of \$3,847.50
 June fish losses - 142 rainbow trout (5 to 7.5 pound average) = 1065# @ a value of \$8,520.00

Total losses to date \$16,923.75

We are trying to hold up our end of the aquaculture agreement. Open, honest communication would be nice and very much appreciated.

Please feel free to call me at any time to discuss the matter.
 Thank you:

John Frederickson
 Inland Aquaculture Group LLC
www.inlandaquaculturegroup.com
 Office (760) 935-4755 Fax (760) 935-4855
 -----Original Message-----

From: Raven Angeles <ravenangeles@aol.com>
 To: tfesko <tfesko@mono.ca.gov>; bhunt <bhunt@mono.ca.gov>; ljohnston <ljohnston@mono.ca.gov>; talpers <talpers@mono.ca.gov>; fstump <fstump@mono.ca.gov>; mrudolph <mrudolph@mono.ca.gov>; dlyster <dlyster@mono.ca.gov>
 Cc: lmarti <lmarti@qnet.com>; stevemarti <stevemarti@rocketmail.com>; vlresort <vlresort@wildblue.net>; rsdandtmd <rsdandtmd@aol.com>; kingfam <kingfam@schat.net>; blackcanyon <blackcanyon@peoplepc.com>; dandianeanthony <dandianeanthony@msn.com>; junelake <junelake@schat.net>

Sent: Mon, Apr 1, 2013 10:14 pm
Subject: From John Frederickson - Urgent - Potential Fish Kill Situation

To: Mono County Board of Supervisors, County Counsel Marshall Rudolph, Mono County Fisheries Commission and MC Economic Development Dan Lyster

From: John Frederickson

Regarding: Urgent - Potential Fish Kill Situation

I have just learned that Fred Fulstone desires to activate the Virginia Creek diversion to start irrigating upper Conway Ranch. Fred has also expressed the desire to start the Mattly Ranch irrigation.

As some of you may be aware, this years water levels are tenuous at best. The flow from the SCE power plant is dangerously low and we are in need of emergency backup wells to keep up with the hatchery's minimum stocking requirements.

While assessing the flow from the SCE power plant I noticed the old ditches had been compromised last Fall. Once established ditches have been disturbed they will take much more water due to seepage. Depending on soil composition, the seepage problem will take at least one year to correct itself.

I understand there are a number of issues regarding Conway Ranch however, we do need to keep the line of communication open for the economic benefit of Mono County.

Any irrigation this year for mitigation or grazing will jeopardize the hatchery. The water cannot be touched by Fred or anyone else this year without consulting us.

Please feel free to call me at any time to discuss the matter.

Thank you:

John Frederickson

Inland Aquaculture Group LLC

www.inlandaquaculturegroup.com

Office (760) 935-4755 Fax (760) 935-4855



[Ltr - BOS Irrigation 5-12-13.pdf](#)



[Mattly FF ditch 7-5-13.jpg](#)

John Webb
HC62 Box 1065
Bridgeport CA 93517
760.647.6484 or 937.0635
vlresort@wildblue.net

June 1, 2013

Marshall Rudolph
Dan Lyster

RE: Virginia Creek Diversion to Conway Ranch

History – IAG agreed in a discussion with Dan Lyster of Economic Development that there were several things that had to be addressed before a full flow of water would get to the irrigating pastures. Conversations between Arnold Beckman and John Frederickson with BLM Biologist Terry Russi determined that you will never get 6cfs through that property not without spending hundreds of thousands of dollars.

When the control gate is at “5” the formula comes to 2cfs and that is basically what has been running through my property for 37 years. Mr. Russi stated the judgment study for Beckman was 4cfs through the conveyance ditch from the jack gate to the Conway Ranch with the following conditions:

Address the ditch from the jack gate to the 36” pipe before it gets to Webb’s property (which has never been addressed)

After leaving Webb’s property, the south side of Conway has not been walked and/or checked for willows, breach-out in the ditch, clogging, spring holes etc.

The settling pond is full of sediment, and you only have about 3-6” of water which needs to be dug out to relieve the pressure to irrigate the ranch.

There was a discussion between Dan Lyster and John Frederickson when John was the water master as to what they were going to do, and since then IAG could not work with Fred because of his demands on this system, and Fred brought paperwork stating that he has 7.68cfs, and he is uninformed about this. The water rights from the conveyance are 6cfs maximum which has been addressed and you can’t get 6cfs. In a Discussion with Fred and his grandson Chris, they stated that I had a gopher problem on my property. The agreement as of Wednesday May 29th with Dan Lyster is that they were going to trap gophers to stop the water from getting into my garage and flowing down the road onto US395. The workers came out and dug an approximate 20 foot ditch by 2 feet and ran into massive boulders so I asked John Frederickson to come up and look at the system and give his opinion on what could solve the water problem on my property, and he suggested the “50-year” liner to Chris, Fred’s grandson.

Apparently a liner cannot be installed on the property without permission from Marshall and triggering a 1600 permit. There were discussions on a 24” pipe which I have a major problem with because it will be going over 3 water lines and one gas line and they will never get to a depth for a 24 inch pipe. This is not the solution. We agreed the liner would be the least expensive and the quickest way to get the water from point A to point B on my property without flooding my garage, the highway etc. Chris was supposed to phone John Frederickson and discuss it further. As you know Fred Fulstone is a difficult individual to deal with and a loose

cannon and I am trying to work with everyone on this problem going through my property but as you can see there are other issues that have not been addressed.

This morning, June 1st, I received a call from Louie Test Fred's Ex-attorney, and they are turning the water back on to number "5" on the flume-box and that should get water to the ranch and not cause any problems as far as flooding goes. That is the current situation which I explained to Louie Test.

Also, if we get to the stage of the liner, I do not want Fred to alter the natural curve of the ditch by widening the banks or bringing in heavy equipment. They will have to manually do this regarding all aspects of this project and I will allow them to muck out six inches down so they don't hit water and gas lines. No grade changes, and with the liner they will get more than they have ever had with less friction loss etc., and stop the leaking problems through the earth because the ditch is higher than the road, so to speak.

I am waiting for information on the actual CFS and legal description of this ditch through my property. According to information from IAG there is only been five property owners on the Conway Ranch, Sturgeon who sold to Conway who sold to Beckman/Frederickson then to the TPL and then to Mono County. Wherever Fred is obtaining his information which he was waving around on May 29th, is beyond me. I do not trust Fred due to prior issues created on my property and on the Mattly ranch. There was a meeting with John Frederickson and Dan Lyster that the ranch has the first water rights which was conveyed to FF in a general conversation last week, F asked me who asked the water rights to the Mattly and he said "I got to get water to the Mattly", so you can understand what we are dealing with.

Unfortunately this letter is not complete because when I arrived home this evening at 7pm after Fred was told not to do anything else until he heard from Marshall. His crew was on the property and widened the ditch, removing large rocks and sod all over the place, it now looks like a ranch irrigation district. He had markers to expand the ditch 18" more on the north side when I specifically told him he could NOT do anything like that. I removed all the stakes and I am going to have to camp here all day tomorrow to keep him from trespassing and/or call the Sheriff to remove him or his crew.

My personal feeling, and I will push hard on this, is that Fred Fulstone needs to be removed as Water Master for the Conway Ranch. He does not care what anyone tells him and he will not listen as he constantly over talks everyone. He has it in his mind what he thinks is the problem, and it is not on my property.

Please keep me informed of anything that happens regarding agreements and we can put a plan together without triggering agencies and massive amount of costs.

Best regards,
John Webb

To: lmarti@qnet.com, vlresort@wildblue.net
Subject: Fulsonte
From: Raven Angeles <ravenangeles@aol.com>
Cc: junelake@schat.net

Heads up!

Fulstone asked me how to access the Webb's property to do some work. I told him he had to ask permission from the Webb's. He did not think it was necessary since the County owned the right-of-way and did so since the County purchased Conway and before the Webb's owned the land. I told him that was not the case and he should call Marshall Rudolph for conformation. He also wanted to know how we managed the water and if we had any problems flooding the Webb's property, I told him there were no problems as long as the water was not turned up to high.



Raven Angeles
Inland Aquaculture Group LLC
www.inlandaquaculturegroup.com
Office (760) 935-4755 Fax (760) 935-4855
Conway Ranch Foundation Inc.
www.conwayranchfoundation.org
Ranch/Reservations (760) 709-6446

No Recipient, No Subject

To:
From: Carolyn Webb <vlresort@wildblue.net>
Subject:
Cc:
Bcc:
Attached:

From: Vince White <Vince.White@sce.com>
To: Dan Lyster <dlyster@mono.ca.gov>
Cc: Fred Fulstone and Marianne Leinassar <fimcorporation@gmail.com>; Dan Golden <Dan.Golden@sce.com>;
shrimplim <shrimplim@yahoo.com>; ravenangeles <ravenangeles@aol.com>
Sent: Wed, Jun 19, 2013 10:52 am
Subject: RE: Lundy Powerhouse flow/water requests

I apologize for the lack of communication, but I have been on vacation since last Tuesday. You should have gotten alternative contact information in an auto reply from my email account. We turned 10 cfs into the Upper Conway Ditch this morning at 1000. There is still 12 cfs going down Wilson Creek. I will keep you posted with Lundy's response to the change.

Thanks

VINCE WHITE
HYDROGRAPHER
SOUTHERN CALIFORNIA EDISON
PPD - EASTERN HYDRO DIVISION - BISHOP
BLACKBERRY (760) 937-0688
OFFICE (760) 873-0737
PAX 13737
4-10 M-TR 7:00-5:30

From: Dan Lyster <dlyster@mono.ca.gov>
To: "Vince.White@sce.com" <Vince.White@sce.com>
Cc: Fred Fulstone and Marianne Leinassar <fimcorporation@gmail.com>
Date: 06/19/2013 10:10 AM
Subject: RE: Lundy Powerhouse flow/water requests

Vince

Did the water change happen yet? Were you able to put some water in the Upper Conway/Mattly ditch?

Dan Lyster

From: Vince.White@sce.com [<mailto:Vince.White@sce.com>]
Sent: Tuesday, June 11, 2013 3:37 PM
To: fimcorporation@gmail.com; shrimplim@yahoo.com; Dan Lyster; Dan.Golden@sce.com; junelake@schat.net; ravenangeles@aol.com
Cc: Joshua.Rhodes@sce.com
Subject: Lundy Powerhouse flow/water requests

Good afternoon,

I have been receiving phone calls from Mr. Fred Fulstone for the past few weeks requesting water be turned into Upper Conway Ditch to irrigate the Mattly Parcel, which is the meadow adjacent to the Lundy Powerhouse. He requested that I deliver 6-7 cfs in the Upper Conway as "Joe Bellomo always did". Mr. Fulstone technically shares the 12 cfs water right, which is the 2nd priority in the adjudication, with whomever else is using the collective 12 cfs on Mono County lands. I told him that we had agreed to run 10 cfs through the powerhouse to somewhat provide a steady year round flow to the fish farm on the Conway parcels of Mono County land. If he were the next water right holder on the adjudication list, and that parcel was indeed fed by the powerhouse/Wilson Creek he would have a legitimate request, as natural flows at this time are in excess of 12 cfs. Technically the Mattly Parcel is entitled to the water right of priority 6 in the adjudication. I told him he should contact whomever is in charge of County land/water use (Dan Lyster) and administers his grazing permit with his water request. The County can then decide how they want their water allocated off of Wilson Creek. At this point a gate change that needs to be made on the Upper Conway Ditch needs to come from Mono County. SCE understands that they are only involved in this process due to the fact that at this time the water gate is on SCE land. If the fish ranch has water concerns they should also contact the County and SCE collectively. If anyone has any questions please feel free to contact myself or Dan Golden.

Thanks

VINCE WHITE
HYDROGRAPHER
SOUTHERN CALIFORNIA EDISON
PPD - EASTERN HYDRO DIVISION - BISHOP
BLACKBERRY (760) 937-0688
OFFICE (760) 873-0737
PAX 13737
4-10 M-TR 7:00-5:30

From: "feiner@schat.com" <feiner@schat.com>
To: dlyster@mono.ca.gov
Subject: "Irrigation Services Agreement"

Dan,

I have reviewed the Water Master Contract and determined the \$6,000. compensation to be insufficient to perform the scope of work necessary. It does not meet my vision of what needs to be done in a reasonable amount of time. I am interested in working with Mono County on this project however, I can not do what is required for less than \$18,000. per year with an additional (Special Budget) of \$10,000. for infrastructure repairs, fencing, trash removal etc. As you are aware, there are many repairs needed due to neglect in recent years. I am open to discussion but I have many questions and concerns prior to the execution of this contract.

Let me know if this is agreeable to the Supervisors. I look forward to working with you.

Sincerely,
Bob Feiner

From: Dan Lyster <dlyster@mono.ca.gov>
To: "feiner@schat.com" <feiner@schat.com>
Subject: RE: "Irrigation Services Agreement"

Bob

Thanks for your email. Unfortunately, I do not have sufficient funds in my budget to enable a trebling of the current contract amount. In addition, the amount we receive from the grazing contractor is less than \$ 18,000 annually, so that is not a funding option either.

I'm sorry we cannot meet your contract demands. Good luck in your future endeavors.

Dan Lyster

>From: feiner@schat.com [<mailto:feiner@schat.com>]
>Sent: Thursday, August 15, 2013 6:12 AM
>To: Dan Lyster
...snip...
>Let me know if this is agreeable to the Supervisors. I look forward to working with you.
>
>Sincerely,
>Bob Feiner

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

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

RECITALS

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

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

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

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

ROLES AND RESPONSIBILITIES

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

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

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

1MP
Caltrans understands that Mono County will be required to provide notice and/or seek approval of the *Conservation Easement* from one or more of the other agencies or entities who provided grant funding for the County's purchase of Conway Ranch property portions (e.g., the California Department of Parks and Recreation and the National Fish & Wildlife Foundation). If any such agency or entity objects to the *Conservation Easement*, then the parties shall meet and confer in an effort to resolve the situation, and neither party shall be deemed in breach of this MOU. If the parties are unable to satisfactorily resolve the situation, then either party may rescind this MOU. Caltrans also understands that one or more of the other agencies or entities who provided grant funding may wish for the County to incorporate into the *Conservation Easement* provisions reiterating and potentially clarifying the restrictions and requirements imposed by their respective grants, and Caltrans hereby consents to the County's inclusion of such provisions.

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

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

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

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

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

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

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

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

EXECUTION

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

Mono County

Approved as to form:

By: Byng Hunt, Chair
Board of Supervisors

Marshall Rudolph, County Counsel

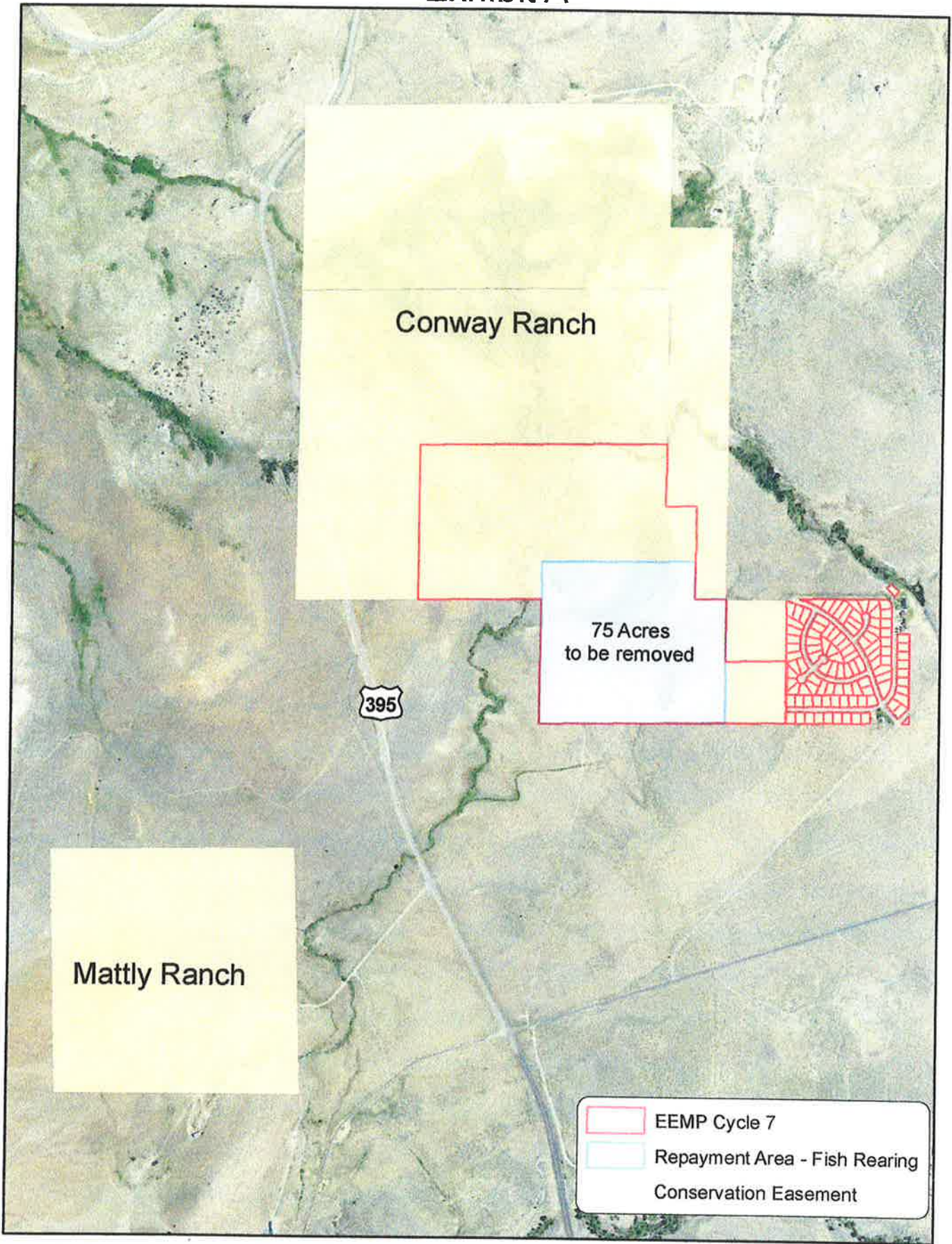
Dated: _____

California Department of Transportation

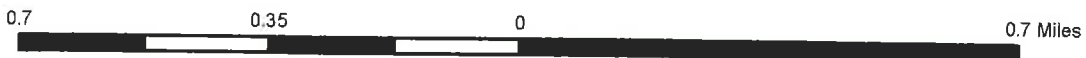
THOMAS P. HALLENBECK
District 9 Director

Dated: _____

Exhibit A



National Agricultural Imagery Program; U.S. Department of Agriculture, Farm Service Agency, Aerial Photography Field Office



Date: 3/13/2013

**WATER-MASTER AGREEMENT
BETWEEN THE COUNTY OF MONO
AND F.I.M. CORPORATION**

FULSTONS
CONTRACT
NOT SIGNED

This Water-Master Agreement ("Agreement") between the County of Mono, a political subdivision of the State of California ("County") and F.I.M. Corporation, A Nevada Corporation ("FIM") is entered into on or about March 15, 2012. ^B (The County and FIM are referred to collectively in this Agreement as "the Parties.") mfl

RECITALS

- A. The County owns certain real property and appurtenant water rights on real property known generally in the County as Conway Ranch.
- B. Water from Virginia Creek diversion serves the northern part of the Conway Ranch and the County-owned property called the Matty Property is served by Lundy Powerhouse tail-race diversion. The Conway Ranch and Matty Property are referred to herein collectively as "the Property."

On the basis of the mutual covenants, conditions and understandings set forth in this Agreement, together with its Recitals, the Parties agree as follows:

I. TERM

The initial term of this Agreement shall be April 15, ²⁰¹³ 2012, to April 14, ²⁰¹⁴ 2013. The Agreement shall then automatically renew for a subsequent twelve-month term, and shall similarly renew every year thereafter, unless or until it is terminated in the manner provided herein

II. WATER-MASTER and PROPERTY MANAGEMENT RESPONSIBILITIES

A. Water-Master General Responsibilities.

FIM shall provide water-master services for North Conway and Matty Property. "North Conway" refers to the land irrigated by Virginia Creek and located north of Wilson Creek. "Water-master services" generally refers to utilizing the Virginia Creek and Powerhouse diversions and existing irrigation measures to provide water to and irrigate the subject properties. FIM shall provide the County with the name of the individual primarily responsible for such services ("the FIM Water-Master"). All actions of FIM and its water-master shall be consistent with the County's existing water rights as related to these diversions. Notwithstanding the foregoing or any other provisions of the Agreement, FIM shall not divert water or otherwise purport to utilize the County's water rights in a manner that is directly contrary to any other water-rights holder.

B. Specific Responsibilities (Scope of Work).

FIM shall maintain the irrigation system on the Property, including but not limited to the following tasks:

1

JOHN POLICHOWSKI
DAN PAID HIM 14,000 PER YEAR

mfl

1. **Cleaning and repairing ditches and culverts.**
2. **Cleaning and clearing, constructing and repairing head gates and other water diversion structures where necessary. The parties agree that maintenance and repair work required for the Virginia Creek diversion is substantial as of the date this Agreement is entered into and will require work over several years to complete.**
3. **Reactivation of existing historic ditches for agricultural purposes if and when expressly requested by the County in consultation with the National Resource Conservation Service (NRCS).**
4. **Inspection of Property perimeter gates, fences, and roads on a regular basis and use reasonable efforts to detect evidence of trespassing, vandalism, dumping of trash, erosion and off-road activity.**
5. **Prevent fire hazards, including not allowing campfires, fireworks, and other combustible materials to be brought onto the Property.**

III. **Public Work**

In accordance with § 1720 et seq. of the California Labor Code, FIM is advised that some or all of the services FIM is to provide County pursuant to this Agreement may constitute a "public work." Accordingly, FIM, and any subcontractor retained by FIM, shall pay to all workers employed in the performance of those services that constitute a public work not less than the general prevailing rate of per diem wages for regular, holiday, and overtime work. These general prevailing rates of per diem wages have been determined by the Director of the California Department of Industrial Relations; copies of the Director's determinations are on file at the Mono County Department of Public Works, 74 N. School Street, Bridgeport, California, and are available upon request.

IV. **Compensation**

myl #6180.00 A. **Base Compensation.** The County shall pay FIM Six Thousand Dollars (~~\$6,000.00~~) as full compensation for all services provided by FIM during the initial term of this Agreement. The payment to FIM for its services shall be made by the County in the form of a check on which FIM is the payee. The check shall be issued by the County within thirty (30) days after the effective date of this Agreement and shall be the sole payment to FIM during the initial one-year term of this Agreement. Upon any renewal of the Agreement, the compensation for the new one-year term shall be the same as the prior term unless it is changed by mutual agreement of the parties. In the event of any termination of the Agreement prior to the expiration of the then-current term, FIM shall refund to the County a reasonable, pro-rata portion of the aforementioned compensation based on the quantity of services rendered for that term as of the date of termination.

B. **Contract Limit.** The total sum of all payments made to FIM during any twelve-month term of this Agreement shall not exceed six thousand dollars (~~\$6,000~~) *6180.00* ("the contract limit"). County expressly reserves the right to deny any payment or

reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

V. GENERAL PROVISIONS

A. County Property

Any personal property provided to FIM by the County pursuant to this Agreement is, and at the termination of the Agreement remains, the sole and exclusive property of the County. FIM will use reasonable care to protect, safeguard and maintain such items while they are in FIM's possession. FIM will be financially responsible for any loss or damage to such items, partial or total that is the result of FIM's negligence.

B. Insurance

A certificate of insurance, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of services to be performed by FIM. The policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

1. General Liability

FIM shall procure and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services to be performed by FIM under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by FIM under this Agreement. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+". County will be named as "an additional named insured" on this policy. FIM will provide the County a copy of the policy and certificate of insurance showing the County as "an additional named insured" and indicating that the policy will not be terminated, cancelled, or modified without thirty (30) days written notice to the County Risk Manager.

2. Business Vehicle

If FIM utilizes motor vehicles in performing any of the work or services described herein, FIM shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all FIM owned vehicles and all hired and non-owned vehicles used in performance under this agreement.

3. Workers' Compensation

FIM shall provide workers' compensation insurance coverage, in the legally required amount, for all FIM's employees utilized in providing work and services pursuant this Agreement. By executing a copy of this Agreement, FIM acknowledges its obligations

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and responsibilities to its employees under the California Labor Code, and warrants that FIM has complied with and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees.

4. Deductible and Self Insured Retentions

Any deductibles or self insured retentions must be declared and approved by the Mono County Risk Manager. If possible the insurer shall reduce or eliminate such deductibles or self insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or FIM shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Status of FIM

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

1. FIM shall determine the method, details and means of performing the work and services to be provided by FIM under this Agreement.
2. FIM shall be responsible to County only for the requirements and results specified in this Agreement, and excepts as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of FIM in fulfillment of this Agreement.
3. FIM, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of the County.

D. Defense and Indemnification

FIM shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by FIM, or FIM's agents, officers, or employees. FIM's obligation to defend, indemnify, and hold harmless the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. FIM's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the FIM, its agents, employees, suppliers, or anyone directly or

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indirectly employed by any of them, or anyone for whole acts or omissions any of them may be liable.

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

E. Records, Inspections and Audits

If and when requested by the County, FIM will keep reasonable records of its activities under this Agreement. Any authorized representative of the County shall have access to any books, documents, papers, or other records that the County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts. Further, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

F. Nondiscrimination

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

G. Termination

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

H. Assignment

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

I. Default

If FIM abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services required by the County, the County may declare FIM in default and terminate this Agreement upon five (5) days written notice to FIM.

J. Waiver of Default

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

K. Amendment

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

L. Notice

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

County of Mono
Attn: Economic Development Department
PO Box 2415
Mammoth Lakes CA 93546

F.I.M. Corporation
P.O. Box 12
Smith, NY 89430

(This space left intentionally blank.)

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IV. Execution

IN WITNESS of the foregoing provisions the parties hereto execute this Agreement as set forth below.

F.J.M. Corporation
A Nevada Corporation

Marianne F. Lemassar

Title: President
Date: May 12, 2013

COUNTY OF MONO,
A political subdivision of the State of California

By: Jim Arkens, CAO
Date: _____, 2013

APPROVED AS TO FORM:

Marshall S. Rudolph
Mono County Counsel
Date: _____, 2013

APPROVED AS TO INSURANCE:

Mono County Risk Manager
Date: _____, 2013

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**WATER-MASTER AND PROPERTY MANAGEMENT
AGREEMENT BETWEEN
THE COUNTY OF MONO AND THE
CONWAY RANCH FOUNDATION**

This Water-Master and Property Management Agreement ("Agreement") between the County of Mono, a political subdivision of the State of California ("County") and the Conway Ranch Foundation Inc, a non-profit public benefit 501(c)(3) corporation ("CRF") is entered into on or about June 1, 2010. (The County and CRF are referred to collectively in this Agreement as "the Parties.")

RECITALS

A. The County owns certain real property generally called the Conway Ranch which is more particularly describes in an agreement between the Parties called the Conway Ranch Foundation Permission Agreement (the "Permission Agreement"). Pursuant to the terms of the Permission Agreement, CRF conducts educational and recreational activities on the Conway Ranch utilizing water made available through existing water rights owned by the County. The parties now desire to create an entirely separate agreement, regarding water-master services, as set forth herein.

B. Water from the Bell and Bowl diversions serves the southern part of the Conway Ranch and the aquaculture activities of the County's hatchery contractor, Inland Aquaculture Group (IAG). Water from Virginia Creek diversion serves the northern part of the Conway Ranch and the County-owned property called the Mattly Ranch is served by Lundy Powerhouse tail-race diversion. The Conway Ranch and Mattly Ranch are referred to herein collectively as "the Property."

C. The County currently retains the services, under contract, of two water-masters who are jointly responsible for the distribution of the water from all the foregoing diversions ("the County water-master"). One of those contracts also includes certain property management services. The County intends to terminate both of those contracts on or before the effective date of this Agreement and to have CRF assume the combined scope of work for all water-master and property management services on the Property pursuant to this Agreement.

On the basis of the mutual covenants, conditions and understandings set forth in this Agreement, together with its Recitals, the Parties agree as follows:

I. TERM

The initial term of this Agreement shall be July 1, 2010, to June 30, 2011. The Agreement shall then automatically renew for a subsequent twelve-month term, and shall similarly renew every year thereafter, unless or until it is terminated in the manner provided herein. The parties shall meet and consult annually, on or about May 15th of each year, to discuss issues pertaining to the Agreement, including but not limited to scope of work and compensation.

II. **WATER-MASTER and PROPERTY MANAGEMENT RESPONSIBILITIES**

A. **Water Diversion Map.** Attached as "Exhibit A" and incorporated into this Agreement is a map called the Water Diversion Map (Map). The Conway and Mattly Ranches are shown on the Map. That portion of the Conway Ranch designated "North Conway" is highlighted in yellow. That portion of the Conway Ranch designated "South Conway" is highlighted in green. The Bell, Bowl, Virginia Creek and Powerhouse diversions are shown on the Map.

B. **Water-Master General Responsibilities.**

CRF shall provide all water-master services for the Property, through its own personnel or through independent contractors, including the Bell, Bowl, Virginia Creek, and Powerhouse diversions so as to provide water to North and South Conway and Mattly Ranch, including the activities of Inland Aquaculture Group, the Counties fishery contractor. CRF shall provide the County with the name of the individual primarily responsible for such services ("the CRF Water-Master"). All actions of CRF and its water-master shall be consistent with the County's existing water rights as related to these diversions. Notwithstanding the foregoing or any other provisions of the Agreement, CRF shall not divert water or otherwise purport to utilize the County's water rights in a manner that is directly contrary to any other water-rights holder.

C. **Specific Responsibilities (Scope of Work), including Property Management.**

CRF shall maintain the irrigation system on the Property, including but not limited to the following tasks:

1. Cleaning and repairing ditches and culverts.
2. Cleaning silt settling ponds.
3. Cleaning and clearing, constructing and repairing head gates and other water diversion structures where necessary. The parties agree that maintenance and repair work required for the Virginia Creek diversion is substantial as of the date this Agreement is entered into and will require work over several years to complete.
4. Willow and brush maintenance where necessary.
5. Reactivation of existing historic ditches for agricultural purposes if and when expressly requested by the County in consultation with the Conway Ranch Foundation and the National Resource Conservation Service (NRCS).
6. Inspection of Property perimeter gates, fences, and roads on a regular basis and use reasonable efforts to detect evidence of trespassing, vandalism, dumping of trash, erosion, and off-road activity.
7. Prevent fire hazards, including not allowing campfires, fireworks, and other combustible materials to be brought onto the Property.

8. Act as liaison between the County and licensees or lessees engaged grazing and fish-rearing; establish and maintain good communications with those parties to confirm compliance with the terms of the leases, licenses, and Contracts.
9. Develop and good working relationship with all parties that work on the Property, including County employees, licensees, lessees, independent contractors working with the County, federal agencies that are working in conjunction with the County on the irrigation/management of Conway Ranch, and members of the public who lawfully enter the premises.
10. Report any observed potential or existing violation of any lease or other contract on the Property, and report significant problems with the condition of the Property that cannot be remedied by CRF's regular work to the County as soon as possible.

D. Special Work

County may, on an as-needed basis, authorize CRF to perform special work. CRF will submit to County a written work order describing the work to be performed and a cost breakdown for labor and materials to perform such work. Special work may include but not be limited to:

- Periodic grading of interior roads to allow access for governmental or regulatory agencies and consultants
- Extraordinary fire prevention and/or compliance measures
- Security and safety measures.

CRF shall not commence special work unless and until CRF has received written notice from the County to commence such work. All work authorized under a special work order shall become part of this Agreement and shall be governed by the provisions hereunder.

D. Equipment List

CRF Equipment to be used by CRF in performing services under this Agreement:

1. Caterpillar IT28 Loader
2. 580E Case Backhoe
3. GMB Bobcat Dump Truck
4. Heavy Duty Equipment Transportation Trailer

III. **Public Work**

In accordance with § 1720 et seq. of the California Labor Code, CRF is advised that some or all of the services CRF is to provide County pursuant to this Agreement may constitute a "public work." Accordingly, CRF, and any subcontractor retained by CRF, shall pay to all workers employed in the performance of those services that constitute a public work not less than the general prevailing rate of per diem wages for regular, holiday, and overtime work. These general prevailing rates of per diem wages have been determined by the Director of the California Department of Industrial Relations; copies of the Director's determinations are on file at the Mono County Department of Public Works, 74 N. School Street, Bridgeport, California, and are available upon request.

IV. **Compensation**

A. **Base Compensation.** The County shall pay CRF Sixteen Thousand Dollars (\$16,000.00) as full compensation for all services provided by CRF during the initial term of this Agreement, with the exception of Special Work. The payment to CRF for its services shall be made by the County in the form of a check on which CRF is the payee. The check shall be issued by the County within thirty (30) days after the effective date of this Agreement and shall be the sole payment to CRF during the initial one-year term of this Agreement. Upon any renewal of the Agreement, the compensation for the new one-year term shall be the same as the prior term unless it is changed by mutual agreement of the parties. In the event of any termination of the Agreement prior to the expiration of the then-current term, CRF shall refund to the County a reasonable, pro-rata portion of the aforementioned compensation based on the quantity of services rendered for that term as of the date of termination.

B. **Special Work Compensation.** CRF shall invoice County separately for each special work order (if any) by the first of the month for any special work completed during the previous month. County will make payment to CRF within thirty (30) days of receipt of CRF's special work invoices.

C. **Reimbursement for Dump Charges.** County shall reimburse CRF for any charges CRF pays at a county solid waste disposal facility with respect to dumping trash, debris, and other waste removed from the Property by CRF pursuant to this Agreement. CRF shall supply County with copies of receipts for any such charges it desired reimbursed.

D. **Contract Limit.** The total sum of all payments made to CRF for both base compensation and special work during any twelve-month term of this Agreement shall not exceed twenty thousand dollars (\$20,000) ("the contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

V. **GENERAL PROVISIONS**

A. **County Property**

Any personal property provided to CRF by the County pursuant to this Agreement is, and at the termination of the Agreement remains, the sole and exclusive property of the County. CRF will use reasonable care to protect, safeguard and maintain such items while they are in CRF's possession. CRF will be financially responsible for any loss or damage to such items, partial or total that is the result of CRF's negligence.

B. Insurance

A certificate of insurance, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of services to be performed by CRF. The policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

1. General Liability

CRF shall procure and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services to be performed by CRF under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by CRF under this Agreement. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+". County will be named as "an additional named insured" on this policy. CRF will provide the County a copy of the policy and certificate of insurance showing the County as "an additional named insured" and indicating that the policy will not be terminated, cancelled, or modified without thirty (30) days written notice to the County Risk Manager.

2. Business Vehicle

If CRF utilizes motor vehicles in performing any of the work or services described herein, CRF shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all CRF owned vehicles and all hired and non-owned vehicles used in performance under this agreement.

3. Workers' Compensation

CRF shall provide workers' compensation insurance coverage, in the legally required amount, for all CRF's employees utilized in providing work and services pursuant this Agreement. By executing a copy of this Agreement, CRF acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that CRF has complied with and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees.

4. Deductible and Self Insured Retentions

Any deductibles or self insured retentions must be declared and approved by the Mono County Risk Manager. If possible the Insurer shall reduce or eliminate such deductibles or self insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or CRF shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. **Status of CRF**

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

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

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

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

D. **Defense and Indemnification**

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

CRF's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted

by, any requirement in this Agreement for CRF to procure and maintain a policy of insurance.

E. Records, inspections and Audits

If and when requested by the County, CRF will keep reasonable records of its activities under this Agreement. Any authorized representative of the County shall have access to any books, documents, papers, or other records that the County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts. Further, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

F. Nondiscrimination

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

G. Termination

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

H. Assignment

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

I. Default

If CRF abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services required by the County, the County may declare CRF in default and terminate this Agreement upon five (5) days written notice to CRF.

J. Waiver of Default

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

K. Amendment

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

L. Notice

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

County of Mono
Attn: Economic Development Department
PO Box 2415
Mammoth Lakes CA 93546

Conway Ranch Foundation Inc
PO Box 100 PMB 127
Mammoth Lakes CA 93546

M. Entire Agreement

This Agreement contains the entire agreement of parties with respect to water-master services, as noted above; this Agreement does not amend or otherwise alter the Permission Agreement between the parties nor does it have any affect on agreements with Inland Aquaculture Group.

IN WITNESS of the foregoing provisions the parties hereto execute this Agreement as set forth below.

CONWAY RANCH FOUNDATION INC
A Nonprofit Public Benefit 501 (c)(3) Corporation

Tim Alpers, Board Member
Date: _____, 2010

John Frederickson, Board Member
Date: _____, 2010

APPROVED AS TO FORM:

Jim Reed
Attorney for Conway Ranch Foundation
Date: _____, 2010

COUNTY OF MONO,
A political subdivision of the State of California

By: David Wilbrecht, CAO
Date: _____, 2010

APPROVED AS TO FORM:

Marshall S. Rudolph
Mono County Counsel
Date: _____, 2010

APPROVED AS TO INSURANCE:

Mono County Risk Manager
Date: _____, 2010

**IRRIGATION SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONO
AND ROBERT FEINER**

This Irrigation Services Agreement ("Agreement") between the County of Mono, a political subdivision of the State of California ("County") and Robert Feiner ("Contractor") is entered into on or about August, 15, 2013. (The County and Contractor are referred to collectively in this Agreement as "the Parties.")

RECITALS

- A. The County owns certain real property and appurtenant water rights on real property known generally in the County as Conway Ranch.
- B. Water from Virginia Creek diversion serves the northern part of the Conway Ranch and the County-owned property called the Mattly Property is served by Lundy Powerhouse tail-race diversion. The Conway Ranch and Mattly Property are referred to herein collectively as "the Property."

On the basis of the mutual covenants, conditions and understandings set forth in this Agreement, together with its Recitals, the Parties agree as follows:

I. TERM

The initial term of this Agreement shall be August 15, 2013, to April 14, 2014. The Agreement shall then automatically renew for a subsequent twelve-month term, and shall similarly renew every year thereafter, unless or until it is terminated in the manner provided herein

II. IRRIGATION SPECIALIST and PROPERTY MANAGEMENT RESPONSIBILITIES

A. Irrigation Specialist's General Responsibilities.

Contractor shall provide Irrigation Specialist services for "North Conway," which is further described as the land irrigated by Virginia Creek and located north of Wilson Creek, including Virginia Creek and Powerhouse diversion, utilizing existing irrigation measures so as to provide water to North Conway and Mattly Property. All actions of Contractor as the Irrigation Specialist shall be consistent with the County's existing water rights as related to these diversions. Notwithstanding the foregoing or any other provisions of the Agreement, Contractor shall not divert water or otherwise purport to utilize the County's water rights in a manner that is directly contrary to any other water-rights holder.

B. Specific Responsibilities (Scope of Work).

Contractor shall maintain the irrigation system on the Property, including but not limited to the following tasks:

- 1. Cleaning and repairing ditches and culverts.

2. Cleaning and clearing, constructing and repairing head gates and other water diversion structures where necessary. The parties agree that maintenance and repair work required for the Virginia Creek diversion is substantial as of the date this Agreement is entered into and will require work over several years to complete.
3. Reactivation of existing historic ditches for agricultural purposes if and when expressly requested by the County in consultation with the National Resource Conservation Service (NRCS).
4. Inspection of Property perimeter gates, fences, and roads on a regular basis and use reasonable efforts to detect evidence of trespassing, vandalism, dumping of trash, erosion and off-road activity.
5. Prevent fire hazards, including not allowing campfires, fireworks, and other combustible materials to be brought onto the Property.

III. **Public Work**

In accordance with § 1720 et seq. of the California Labor Code, Contractor is advised that some or all of the services Contractor is to provide County pursuant to this Agreement may constitute a "public work." Accordingly, Contractor, and any sub contractor retained by Contractor, shall pay to all workers employed in the performance of those services that constitute a public work not less than the general prevailing rate of per diem wages for regular, holiday, and overtime work. These general prevailing rates of per diem wages have been determined by the Director of the California Department of Industrial Relations; copies of the Director's determinations are on file at the Mono County Department of Public Works, 74 N. School Street, Bridgeport, California, and are available upon request.

IV. **Compensation**

A. **Base Compensation.** The County shall pay Contractor Three Thousand dollars (\$3000.00) as full compensation for all services provided by Contractor during the initial term of this Agreement. Upon renewal, the County shall pay Contractor Six Thousand dollars (\$6,000) annually as full compensation for all services for subsequent years. The payment to Contractor for its services shall be made by the County in the form of a check on which Contractor is the payee. The check shall be issued by the County within thirty (30) days after the effective date of this Agreement and shall be the sole payment to Contractor during the initial one-year term of this Agreement. In the event of any termination of the Agreement prior to the expiration of the then-current term, Contractor shall refund to the County a reasonable, pro-rata portion of the aforementioned compensation based on the quantity of services rendered for that term as of the date of termination.

B. **Contract Limit.** The total sum of all payments made to Contractor during the initial term of this Agreement shall not exceed three thousand dollars (\$3,000) ("the contract limit"): The total sum of all payments made to Contractor during any twelve-month renewal term of this Agreement shall not exceed six thousand dollars (\$6,000)

("the contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

V. GENERAL PROVISIONS

A. County Property

Any personal property provided to Contractor by the County pursuant to this Agreement is, and at the termination of the Agreement remains, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total that is the result of Contractor's negligence.

B. Insurance

A certificate of insurance, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of services to be performed by Contractor. The policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

1. General Liability

Contractor shall procure and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services to be performed by Contractor under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+". County will be named as "an additional named insured" on this policy. Contractor will provide the County a copy of the policy and certificate of insurance showing the County as "an additional named insured" and indicating that the policy will not be terminated, cancelled, or modified without thirty (30) days written notice to the County Risk Manager.

2. Business Vehicle

If Contractor utilizes motor vehicles in performing any of the work or services described herein, Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor owned vehicles and all hired and non-owned vehicles used in performance under this agreement.

3. Workers' Compensation

Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractors' employees (if any) utilized in providing work and services pursuant this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied with and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees.

4. Deductible and Self Insured Retentions

Any deductibles or self insured retentions must be declared and approved by the Mono County Risk Manager. If possible the Insurer shall reduce or eliminate such deductibles or self insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or Contractor shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. **Status of Contractor**

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

1. Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement.
2. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and excepts as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
3. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent Contractors, and not employees of the County.

D. **Defense and Indemnification**

Contractor shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold harmless the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction

to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whole acts or omissions any of them may be liable.

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

E. Records, Inspections and Audits

If and when requested by the County, Contractor will keep reasonable records of its activities under this Agreement. Any authorized representative of the County shall have access to any books, documents, papers, or other records that the County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts. Further, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

F. Nondiscrimination

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

G. Termination

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

H. Assignment

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

Contractor shall not assign any moneys due or to become due under this Agreement without the prior **written** consent of the County.

I. Default

If Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services required by the County, the County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

J. Waiver of Default

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

K. Amendment

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

L. Notice

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

County of Mono
Attn: Economic Development Department
PO Box 2415
Mammoth Lakes CA 93546

Robert Feiner
P. O. Box 670
June Lake, CA 93529

(This space left intentionally blank.)

IV. Execution

IN WITNESS of the foregoing provisions the parties hereto execute this Agreement as set forth below.

ROBERT FEINER

Title: _____

Date: _____, 2013

COUNTY OF MONO,

A political subdivision of the State of California

By: Jim Leddy, CAO

Date: _____, 2013

APPROVED AS TO FORM:

Marshall S. Rudolph

Mono County Counsel

Date: _____, 2013





Settling Pond Area June 4, 2013



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS	Ag Commissioner/Sealer of Weights and Measures		
TIME REQUIRED	10 minutes (5 minute presentation; 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Marshall Rudolph, Nathan Reade
SUBJECT	Appointment of Ag Commissioner/Sealer of Weights and Measures		

AGENDA DESCRIPTION:

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

Proposed appointment of Nathan Reade as County Agricultural Commissioner and County Sealer of Weights and Measures for Mono County, and proposed Agreement between the County of Inyo, County of Mono, and Nathan Reade for the provision of personal services as a county officer.

RECOMMENDED ACTION:

Appoint Nathan Reade to the consolidated office of County Agricultural Commissioner and County Sealer of Weights and Measures for Mono County, and approve County entry into proposed Agreement between the County of Inyo, County of Mono, and Nathan Reade for the provision of personal services as a county officer.

FISCAL IMPACT:

Already budgeted, consistent with previous costs for County Agricultural Commissioner and Sealer of Weights and Measures.

CONTACT NAME: Marshall Rudolph

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

 [Reade staff report](#)

 [Reade contract](#)

History

Time	Who	Approval
8/28/2013 11:34 AM	County Administrative Office	Yes
8/28/2013 11:27 AM	County Counsel	Yes
8/28/2013 2:11 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

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

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: September 3, 2013

RE: Appointment of Nathan Reade as County Agricultural Commissioner and Sealer of Weights and Measures; contract for personal services

Recommendation:

Appoint Nathan Reade to the consolidated office of County Agricultural Commissioner and County Sealer of Weights and Measures for Mono County, and approve County entry into proposed Agreement between the County of Inyo, County of Mono, and Nathan Reade for the provision of personal services as a county officer.

Fiscal/Mandates Impact:

Already budgeted, consistent with previous costs for County Agricultural Commissioner and Sealer of Weights and Measures.

Discussion:

For many decades, Mono County and Inyo County have appointed the same individual to serve as their agricultural commissioners and sealers of weights and measures (consolidated offices in both counties). Most recently, that appointed individual was George Milovich, who recently retired. It is proposed that your Board now appoint Mr. Milovich's longtime deputy, Nathan Reade, to this office. Mr. Reade has already been so appointed by the Inyo County Board. As was the case with Mr. Milovich, it is also proposed that your Board approve the proposed contract with Inyo County and Mr. Reade for his personal services as a county officer. The contract is substantively identical to the contract that was previously in effect for Mr. Milovich's services (approved by the Mono County Board in 1997 when it appointed Mr. Milovich).

If you have any questions regarding this matter, please call me at (760) 924-1707.

**AGREEMENT BETWEEN THE COUNTY OF INYO, COUNTY OF MONO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

INTRODUCTION

WHEREAS, Nathan Reade (hereinafter referred to as "Officer") has been duly appointed as Agricultural Commissioner and Director of Weights and Measures for Inyo County and for Mono County; and

WHEREAS, The County of Inyo and the County of Mono (hereinafter referred to as "Counties") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, Counties and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the Counties, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Officer under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and Counties' laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from August 20, 2013 until terminated as provided below.

3. CONSIDERATION.

A. Compensation To Officer. County of Inyo shall pay Officer in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Officer.

B. Travel and Per Diem For Officer. County of Inyo shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County of Inyo reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the proper approval of the County of Inyo.

C. No Additional Consideration To Officer. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from Counties, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment of Officer. Officer will be paid in the same manner and on the same schedule of frequency as other County of Inyo officers and employees.

E. Federal and State Taxes Withheld From Officer. From all payments made to Officer by County under the terms and provisions of this Agreement, County of Inyo shall withhold all appropriate federal and state income taxes (resident and non-resident).

F. County of Mono Compensation to County of Inyo. County of Mono, on or before August 20th of each year that this Agreement is in effect, and within 30 days after this Agreement is terminated, shall pay County of Inyo fifty percent (50%) of the consideration, cost of any licenses, certificates, permits, office space, supplies, equipment, staff, motor vehicles, etc., paid, or provided by County of Inyo to Officer under this Agreement for the preceding fiscal year (July 1 to June 30). For purposes of annual expense calculations, revenue shall not include subventions directed to the individual counties. Subventions made jointly payable to Inyo and Mono Counties shall be included as revenue.

4. WORK SCHEDULE.

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. In doing so, Officer shall maintain normal officer hours during the workday. Officer is expected to devote necessary time outside normal office hours to meet his obligation to perform the services and work as required by statute and the Counties. Officer shall schedule any appointments for medical treatment, or other personal appointments so as to minimize the inconvenience to the fellow employees and on his ability to perform work.

5. ANNUAL REVIEW.

The Board of Supervisors will review Officer's performance annually. As a result of those reviews, the Board of Supervisors may amend this Contract to provide an increase or decrease in Officer's compensation.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. The County of Inyo will pay the cost of the licenses, certificates, and permits necessary for Officer to meet requirements of Federal, State of California or the Counties of Inyo or Mono to fulfill assigned duties. All other licenses, certificates, and permits will be procured and maintained in force by Officer at no expense to the Counties. Officer will provide Counties, at Counties' request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Officer and Counties as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, Counties reserve the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County of Inyo shall provide Officer with such office space within Inyo County, supplies, equipment, motor vehicles, reference materials, telephone service, and staff as is deemed necessary by the County of Inyo for Officer to provide the services identified in Attachment A to this Agreement. Mono County will provide officer with office space within its county as it deems necessary.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by the County of Inyo pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County of Inyo. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession.

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

9. WORKERS' COMPENSATION.

County of Inyo shall provide workers' compensation coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement for the County of Inyo. The County of Mono shall provide workers' compensation coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement for the County of Mono. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, the liability of each County shall be limited to workers' compensation benefits payable under the California Labor Code.

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Agricultural Commissioner, Director of Weights & Measures, and County Pesticide Use Enforcement Officer of the Counties. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the Counties, except as expressly provided by law or set forth in Attachment A.

11. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, the County for whom Officer was performing such services and work shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

12. TERMINATION AND DISCIPLINE.

This Agreement may be terminated without cause, by either County, at the expiration of Officer's four (4) year statutory term of Office as Agricultural Commissioner and/or Director of Weights by such County, or Counties, giving to Officer written notice of intent to terminate at least ninety days (90) days before the expiration of such term of office. If County, or Counties, does not give such notice at least ninety (90) days before expiration of Officer's term of office, Officer will be reappointed for another four (4) year term. Failure of either County, or both, to reappoint Officer as the Agricultural Commissioner and the Director of Weights and Measures, terminates this Agreement.

Officer may be removed at any time as the Agricultural Commissioner for either County as provided by Section 2181 et seq. of the California Food and Agricultural Code. Officer may be removed at any time as the Director of Weights and Measures for either County as provided in Section 12214 of the California Business and Professions Code. Such removal from either office in either or both Counties terminates this Agreement.

Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to Counties.

13. ASSIGNMENT.

This is an agreement for the personal services of Officer. Counties have relied upon the skills, knowledge, experience, and training of Officer as an inducement to enter into this Agreement. Officer shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the Counties.

14. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the Counties, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

15. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the Counties, shall be privileged, restricted, or confidential.

Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

16. CONFLICTS.

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file appropriate conflict of interest statements.

17. POST AGREEMENT COVENANT.

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

18. ATTORNEY'S FEES.

If any of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the

prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

19. AMENDMENT.

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

20. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Officer or Counties shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

County of Inyo
County Administrative Office Department
P.O. Drawer N Address
Independence, CA 93526 City and State

County of Mono
Department
Address
City and State

Officer
Nathan Reade Name
P.O. Box 55 Address
Independence, CA 93526 City and State

21. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN THE COUNTY OF INYO, COUNTY OF MONO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____

COUNTY OF INYO

COUNTY OF MONO

By: _____


By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

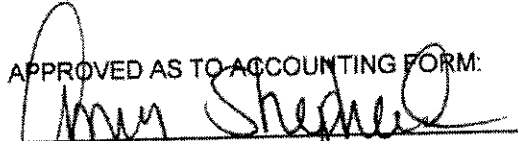


County Counsel

County Counsel

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO ACCOUNTING FORM:



County Auditor

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

Director of Personnel Services

OFFICER

By:  _____

Dated: 8-22-13 _____

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO, COUNTY OF MONO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: August 20, 2013 TO: TERMINATION

SCOPE OF WORK:

1. Officer shall perform the duties of the Agricultural Commissioner for the County of Inyo and the County of Mono as provided in Sections 2001 et seq. of the California Food and Agricultural Code;
2. Officer shall perform the duties of the Sealer/Director of Weights and Measures for the County of Inyo and the County of Mono as provided in Section 12200 of the California Business & Professions Code;
3. Officer shall perform the duties of County Pesticide Use Enforcement Officer as provided in the California Food and Agricultural Code, Sections 1401 et seq.
4. Officer is authorized to enter into enforcement and service contracts with other governmental agencies as directed by Inyo County Resolution No. 84-27 and Mono County Resolution No. 84-31 or as amended by each respective Board.

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ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF INYO, COUNTY OF MONO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: August 20, 2013 TO: TERMINATION

SCHEDULE OF FEES:

1. Subject to Paragraph 4 below, County will pay Officer a salary of Eight Thousand Two Hundred Dollars (\$8,200.00) per month.
2. The Board of Supervisors will evaluate Officer's salary every two (2) years.
3. Subject to exceptions in this Schedule of Fees, County will provide Officer with the same benefits, allowances, and other forms of compensation which County provides to County Department Heads as a group.
4. County will make the same adjustments to Officer's salary, benefits, allowances, and other forms of compensation which County from time-to-time may, in its discretion, make to salaries, benefits, allowances, and other forms of compensation of other County department heads as a group.
5. County will provide and maintain a motor vehicle for Officer's use; such vehicle will be assigned to Officer for his exclusive use as required by his twenty-four hour emergency and professional response requirements within the County. The vehicle may only be used for business purposes according to Inyo County policy and may be stored at Officer's residence.
6. Officer is entitled to eighty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year.

ATTACHMENT C

**AGREEMENT BETWEEN THE COUNTY OF INYO, COUNTY OF MONO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: August 20, 2013 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to paragraph 2 below, County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as the County reimburses its permanent status merit system employees.
2. Officer will not be reimbursed for travel by private automobile in Inyo and/or Mono Counties.

/// NOTHING FOLLOWS ///



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Public Works - Road Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes (5 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Jeff Walters
SUBJECT	Speed Limit Ordinance		

AGENDA DESCRIPTION:

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

Three Mono County roads were included in recent speed surveys. The results of these surveys recommended that new or revised speed limits be created.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of Ordinance No. 13-____, "An Ordinance of the Mono County Board of Supervisors Amending Sections 11.12.030 and 11.12.040, and Adding Section 11.12.070 to, the Mono County Code Pertaining to Speed Limits." Direct staff to agendize the ordinance for adoption at the next regularly-scheduled meeting of the Board of Supervisors. Provide any desired direction to staff.

FISCAL IMPACT:

\$1,000 or less to the Road fund. These costs are included in the 2013-14 budget.

CONTACT NAME: Jeff Walters

PHONE/EMAIL: 760.932.5459 / jwalters@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Speed Limit Ordinance - BOS Staff rpt 09.03.13](#)

History

Time	Who	Approval
8/20/2013 2:42 PM	County Administrative Office	Yes
8/27/2013 11:22 AM	County Counsel	Yes
8/22/2013 9:37 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: September 3, 2013
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Acting Public Works Director
Re: County Code Amendment regarding Chapter 11.12, Speed limits

Recommended Action:

Introduce, read title, and waive further reading of Ordinance No. 13-____, "An Ordinance of the Mono County Board of Supervisors Amending Sections 11.12.030 and 11.12.040, and Adding Section 11.12.070 to, the Mono County Code Pertaining to Speed Limits." Direct staff to agendize the ordinance for adoption at the next regularly-scheduled meeting of the Board of Supervisors. Provide any desired direction to staff.

Fiscal Impact:

The County Code changes proposed above should have minimal fiscal impact of \$1,000 or less.

Discussion:

Three Mono County roads, Lee Vining Avenue, Mattly Avenue and Chalfant Avenue, were included in a recent Engineering and Traffic survey conducted by Omni-Means Engineering. The results of the speed survey recommended that these roads have new or revised speed limits.

The proposed Speed Limit Ordinance attached as Exhibit 1.

Please contact me at 760.932.5459 or by email at jwalters@mono.ca.gov if you have any questions regarding this issue.

Respectfully submitted,

Jeff Walters
Acting Public Works Director

Attachments: Exhibit 1 – Draft Ordinance



ORDINANCE NO. ORD 13-___

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING SECTIONS 11.12.030 AND 11.12.040 OF, AND ADDING SECTION 11.12.070 TO, THE MONO COUNTY CODE PERTAINING TO SPEED LIMITS

WHEREAS, Chapter 11.12 establishes the County's speed limits; and

WHEREAS, pursuant to the authority of the California Vehicle Code Section 22358, the Board of Supervisors hereby determines, on the basis of an Engineering and Traffic Survey completed in compliance with the requirements set forth in the California Vehicle Code Section 627, which is incorporated herein by this reference, that certain new speed limits should be established, as set forth in this Ordinance; and

WHEREAS, the Board hereby determines and reaffirms that the existing speed limits set forth in Chapter 11.12, as well as the new speed limits hereby established, are reasonable and safe and are most appropriate to facilitate the safe and orderly movement of traffic on the portions of the County highways;

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

SECTION ONE: Subdivision "D" is hereby added to Section 11.12.030 of the Mono County Code and will read as follows:

- "D. Lee Vining:
1. Mattly Avenue from 500' North of Lee Vining High School to Visitor Center Drive."

SECTION TWO Section 11.12.040 of the Mono County Code is amended to read as follows:

- "A. Crowley Lake: South Landing Drive, General Store/Lakeview Subdivision Area, from Crowley Lake Drive Intersection to 0.6 miles north of the Crowley Lake Drive Intersection.

- B. Chalfant:
1. The North-South section of Chalfant Avenue to Lisa Lane."

SECTION THREE: Section 11.12.070 is hereby added to the Mono County Code to read as follows:

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“11.12.070 Fifteen miles per hour.

There is hereby determined and declared a speed limit of fifteen miles per hour in the following communities on the following named roads:

- A. Lee Vining:
 1. Lee Vining Avenue, for its entire length.
 2. Mattly Avenue, from 500 North of Lee Vining High School to Visitor’s Center Drive. ”

SECTION FOUR: This ordinance shall become effective 30 days from the date of its adoption and final passage. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of this ordinance’s adoption and final passage. If the Clerk fails to so publish this ordinance or a summary thereof within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this th day of September, 2013, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

BYNG HUNT, Chair
Mono County Board of Supervisors

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	September 3, 2013	DEPARTMENT	Public Works - Engineering Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes (5 minutes presentation, 10 minutes discussion)	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd
SUBJECT	Convict Lake Road Rehabilitation Project – Update on Scoping Process for Federal Lands Access Program (FLAP) Grant Funding		

AGENDA DESCRIPTION:

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

The proposed project would rehabilitate approximately 2.7 miles of Convict Lake Road and add an up-hill bicycle climbing lane to steep sections. The project has been short-listed, scoping documents are being prepared, and it may be selected for funding by the California Programming Decisions Committee at its October meeting.

RECOMMENDED ACTION:

Receive staff report and provide direction to staff.

FISCAL IMPACT:

11.47% of costs for scoping documents, not to exceed \$10,000. If selected by California's Programming Decisions Committee, the project cost would be paid for with Federal Lands Access Program (FLAP) funds, with an 11.47% local match. The scope of the project is being evaluated and a preliminary cost estimate is being prepared. Regional Transportation Improvement Program (RTIP) funds can be programmed toward the match by the Mono LTC. In addition, County would provide in-kind staff time and other necessary resources for CEQA compliance (which could include hiring outside consultants), project coordination and engineering review, partially chargeable to LTC funds.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.932.5457 / ghigerd@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [Convict Lake Staff](#)

History	Time	Who	Approval
	8/26/2013 10:16 AM	County Administrative Office	Yes
	8/27/2013 11:56 AM	County Counsel	Yes
	8/22/2013 10:14 AM	Finance	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: September 3, 2013
To: Board of Supervisors
From: Garrett Higerd, Senior Engineer
Re: Convict Lake Road Rehabilitation Project – Update on Scoping Process for Federal Lands Access Program (FLAP) Grant Funding

Recommended Action:

Receive staff report and provide direction to staff.

Fiscal Impact:

11.47% of costs for scoping documents, not to exceed \$10,000. If selected by California's Programming Decisions Committee, the project cost would be paid for with Federal Lands Access Program (FLAP) funds, with an 11.47% local match requirement. The scope of the project is being evaluated and a preliminary cost estimate is being prepared. Regional Transportation Improvement Program (RTIP) funds can be programmed toward the match by the Mono LTC. In addition, County would provide in-kind staff time and other necessary resources for CEQA compliance (which could include hiring outside consultants), project coordination and engineering review, partially chargeable to LTC funds.

Background:

The Federal Highway Administration issued a "Request for Project Applications California Federal Lands Access Program" on February 28, 2013. This is a new program that was established by the Moving Ahead for Progress in the 21st Century (MAP-21) to provide funding for a variety of transportation projects accessing Federal Lands in the state of California. Project applications were accepted until April 30, 2013 to develop a robust 5-7 year program of transportation projects (estimated program availability from \$71 to \$130 million).

In April the Board of Supervisors approved submittal of a FLAP grant application for Convict Lake Road. The proposed project would rehabilitate approximately 2.7 miles of road and add an up-hill bicycle climbing lane. This proposed project was presented to the Mono LTC for information on April 8th and was received positively. Public Works contracted with Lumos & Associates to prepare the grant application including coordination with project stakeholders (Economic Development, Inyo National Forest, private businesses, cycling groups, etc.).

On July 17, 2013 we were notified that California's Programming Decisions Committee (PDC) accepted our application into the short list and the scoping process is underway.

Public Works staff met with the FHWA, their consultants, and the Inyo National Forest for a scoping meeting on August 7th. The FHWA generally agreed with the project description included in our application, but we do not yet know if several railroad-tie retaining walls will need to be replaced. If they do, the original cost estimate (\$2,736,000) could be \$500,000 to \$1,000,000 low. If scoping documents are available by September 3rd, more information will be provided.

The PDC is expected to make their final project selections at an October 3rd meeting. If selected, the Board will need to prepare a plan to address the 11.47% match. One very promising funding source is the 2014 RTIP. The Mono LTC could select the Convict Lake Road FLAP match as a project. Because these funds would be available in a specified program year, a tapered match would have to be approved by the FHWA and documented in a project agreement.

Because this project is relatively small, it is possible that it could be funded quickly. If it is selected, the FHWA would like to move into design to have it ready for construction if other projects come in under budget.

Respectfully submitted,



Garrett Higerd, P.E.
Senior Engineer



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Public Works - Engineering Division
ADDITIONAL DEPARTMENTS	IT		
TIME REQUIRED	30 minutes (10 minute presentation, 20 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd and Nate Greenberg
SUBJECT	Update on 2013 Mono County Asset Management System Creation and Implementation		

AGENDA DESCRIPTION:

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

Public Works and IT have been working with a consultant to build a new, GIS-based asset management system to track and evaluate pavement condition, striping, signage, bridges, drainage facilities and other infrastructure.

RECOMMENDED ACTION:

Receive staff report and provide direction to staff.

FISCAL IMPACT:

None. The Asset Management System was funded by the Mono LTC.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.932.5457 / ghigerd@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Asset Mgmt Staff](#)

History

Time	Who	Approval
8/26/2013 10:15 AM	County Administrative Office	Yes
8/27/2013 11:32 AM	County Counsel	Yes
8/22/2013 10:22 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: September 3, 2013
To: Board of Supervisors
From: Jeff Walters, Acting Public Works Director & Garrett Higerd, Senior Engineer
Re: Update on 2013 Mono County Asset Management System Creation and Implementation

Recommended Action:

Receive staff report and provide direction to staff.

Fiscal Impact:

None. The Asset Management System was funded by the Mono LTC.

Background:

Mono County has had a Pavement Management System (PMS) since 2000. However, our pavement data was stored in a proprietary software system that was difficult to access and expensive to update. The pavement data it contained was incredibly detailed, but because of the costs to collect it, we could not afford to keep it current. This resulted in a system that could not give us a snap-shot of the condition of all County roads and its usefulness for developing road rehabilitation strategies was limited. Without an up-to-date PMS that is adopted by the LTC, most types of asphalt maintenance (anything other than simply pulverizing and reconstructing the road) were not eligible for funding. This one-sized approach made it difficult to spread our resources as far as possible.

This year Public Works changed course and hired Lumos and Associates to work with IT to build a new, GIS-based Asset Management System (AMS) and collect updated pavement data. See Exhibit 1 attached for a project summary. The new system stores data via GIS, which gives us much greater access and simplicity in analyzing the data, developing projects, and creating maps and plans. Also, it allows us to use the same platform for information about other infrastructure we own and maintain, besides just pavement. For example, Lumos has also collected data on road striping. Data can be added for signs, culverts, guard rails, mail boxes, etc.

Pavement Condition Index (PCI) is a primary indicator of road conditions and is based on a streamlined system called Pavement Surface Evaluation and Rating (PASER). The PASER PCI is on a scale from 1 to 10 (10 is excellent, 6 is good, 4 is fair, and 2 is poor). The 2013 County-wide PCI is 5.89. See the countywide map of roads symbolized by PCI attached as

Exhibit 2. The PCI break down by community shows that we have been making progress with recent road rehabilitation projects, but we still have a lot of deteriorating roads and many that have been reconstructed are in need of maintenance to keep their condition up.

Using LTC funds to update PCI data every two years will allow us to track our effectiveness in maintaining the condition of our road system and provide fresh information for selecting new projects in each STIP cycle. The 2013 AMS will be presented to the Mono LTC at the September 9th meeting for adoption as a project selection tool. Please provide any direction to staff.

Respectfully submitted,



Garrett Higerd, P.E.
Senior Engineer

Attachments: Exhibit 1 – Lumos Project Information Sheet
 Exhibit 2 – Pavement Condition Index - 2013



MONO COUNTY ASSET MANAGEMENT SYSTEM
Project Information Sheet
Mono County Board of Supervisors – September 3, 2013

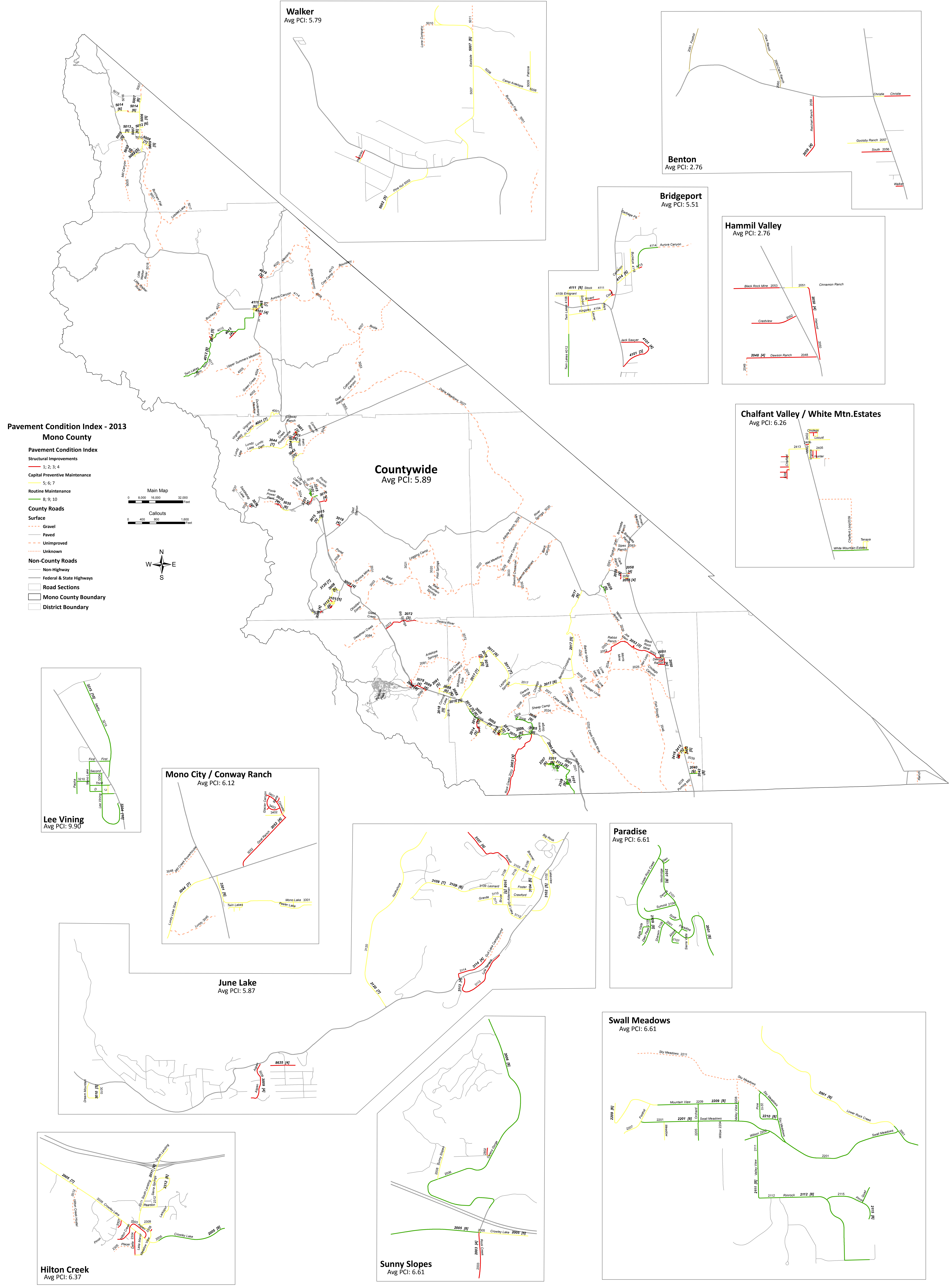
Project Summary

Roadway improvements, including pavement, signage, culverts, and other features such as bridges and cattleguards are assets held by Mono County. While the County has had a pavement management system in place, inventories of most of the other assets have not been completed. The Federal Highway Administration and Caltrans funding procedures require that local agencies utilize a functional pavement management system which provides objective road condition data and gives funding agencies the confidence that project decisions are derived from an acceptable technical analysis platform.

Over the past several months, Lumos and Associates (Lumos), along with subconsultant Gnomon, Inc., have been working with Mono County Public Works and Information Technology staff to develop an Asset Management System (AMS). This database incorporates location, geometric, and condition data typical to a pavement management system with similar information relative to other roadway assets. Furthermore, the data has been integrated into the County's Geographical Information System (GIS), providing a graphical representation of the data. Implementation of this AMS is nearly complete.

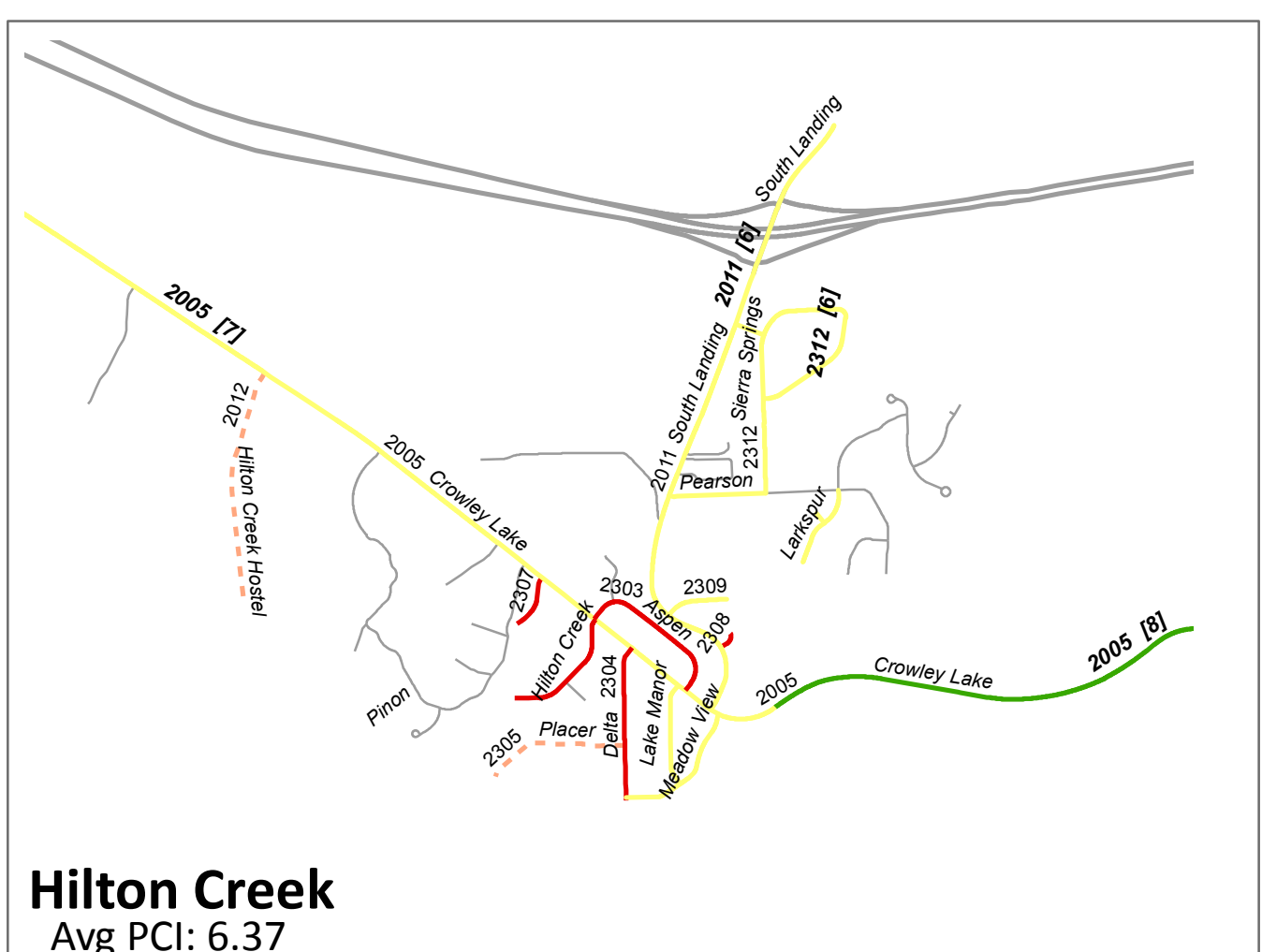
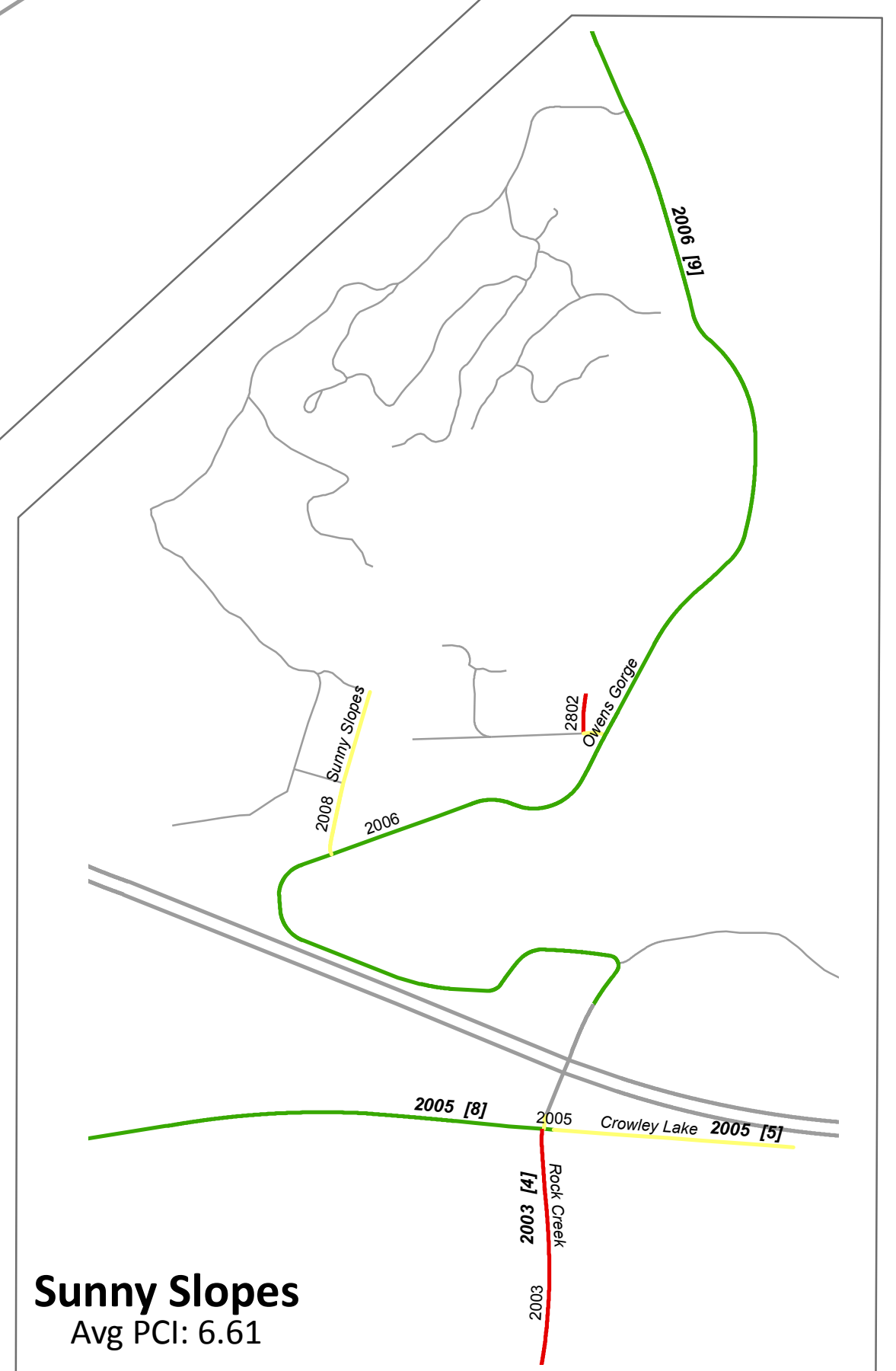
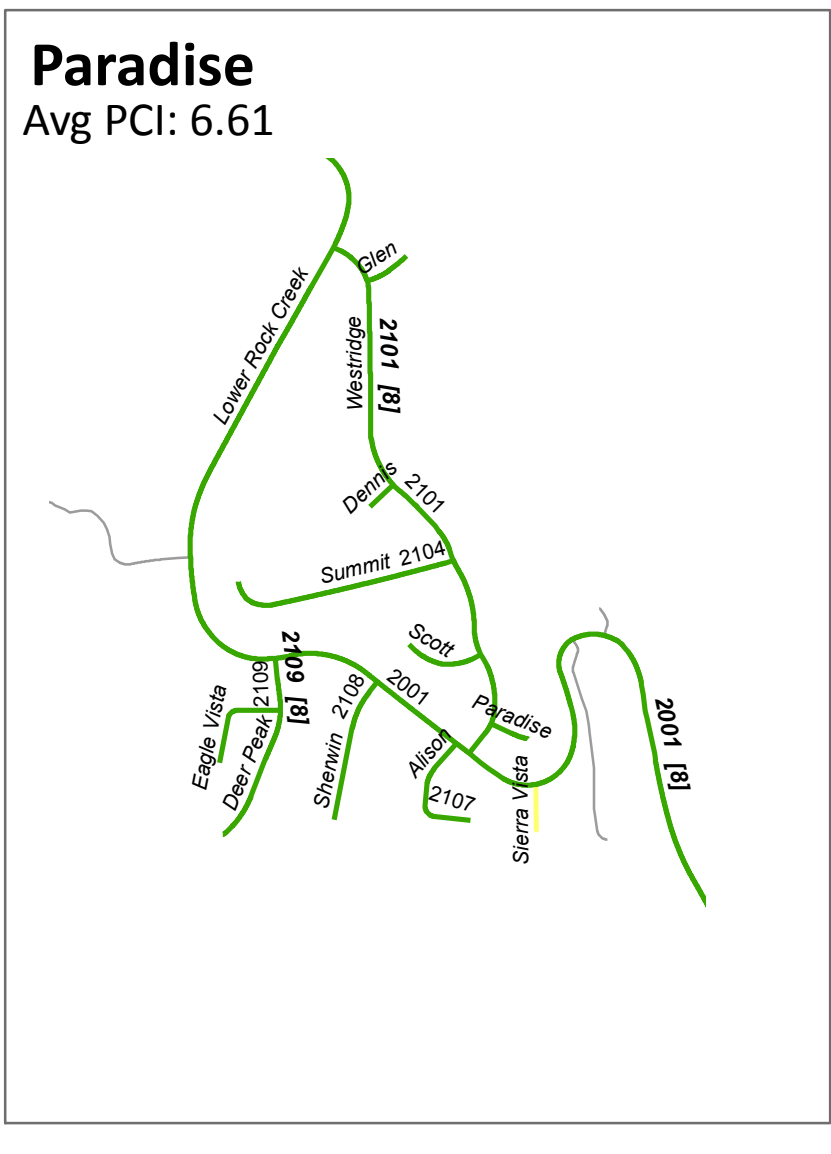
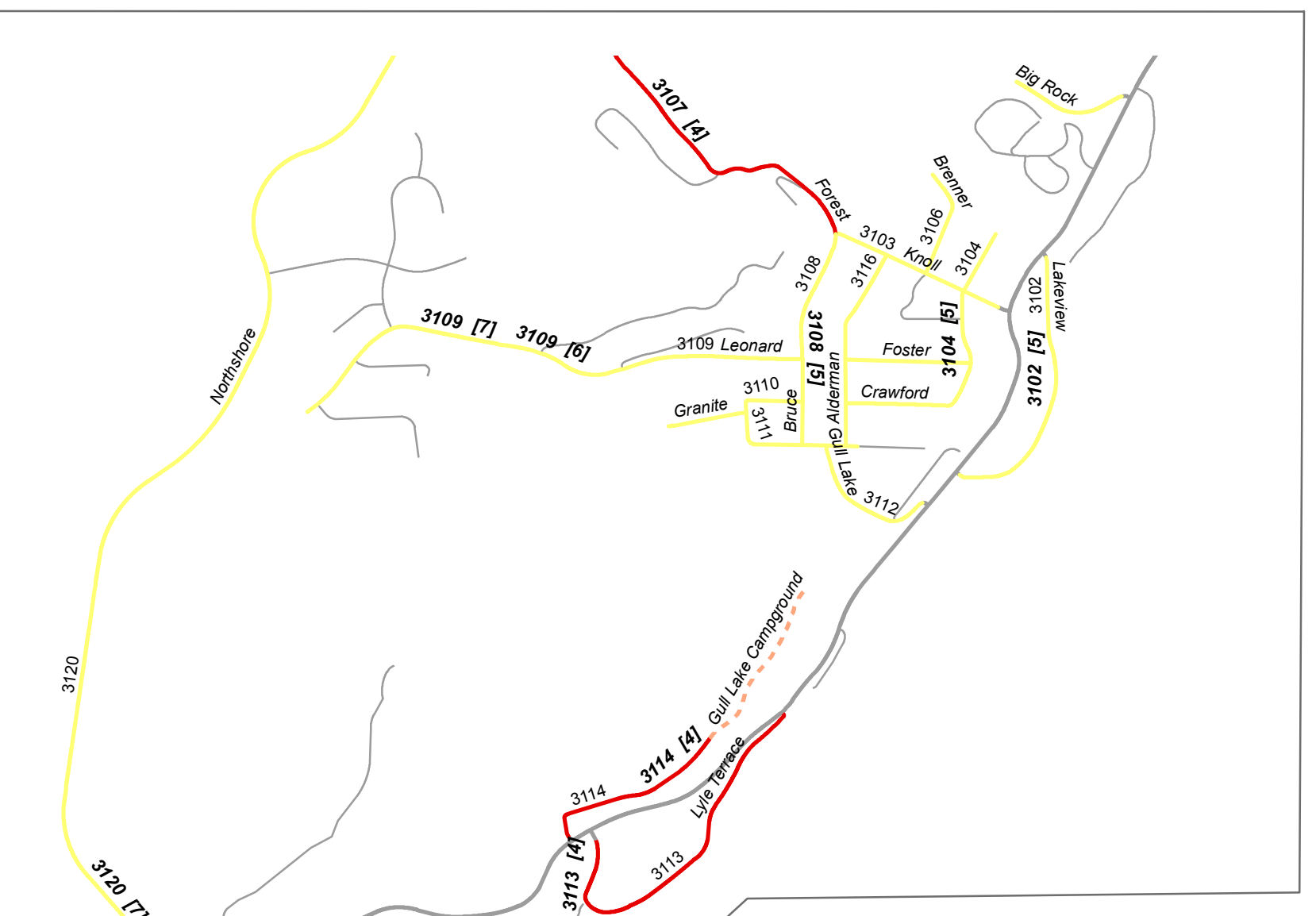
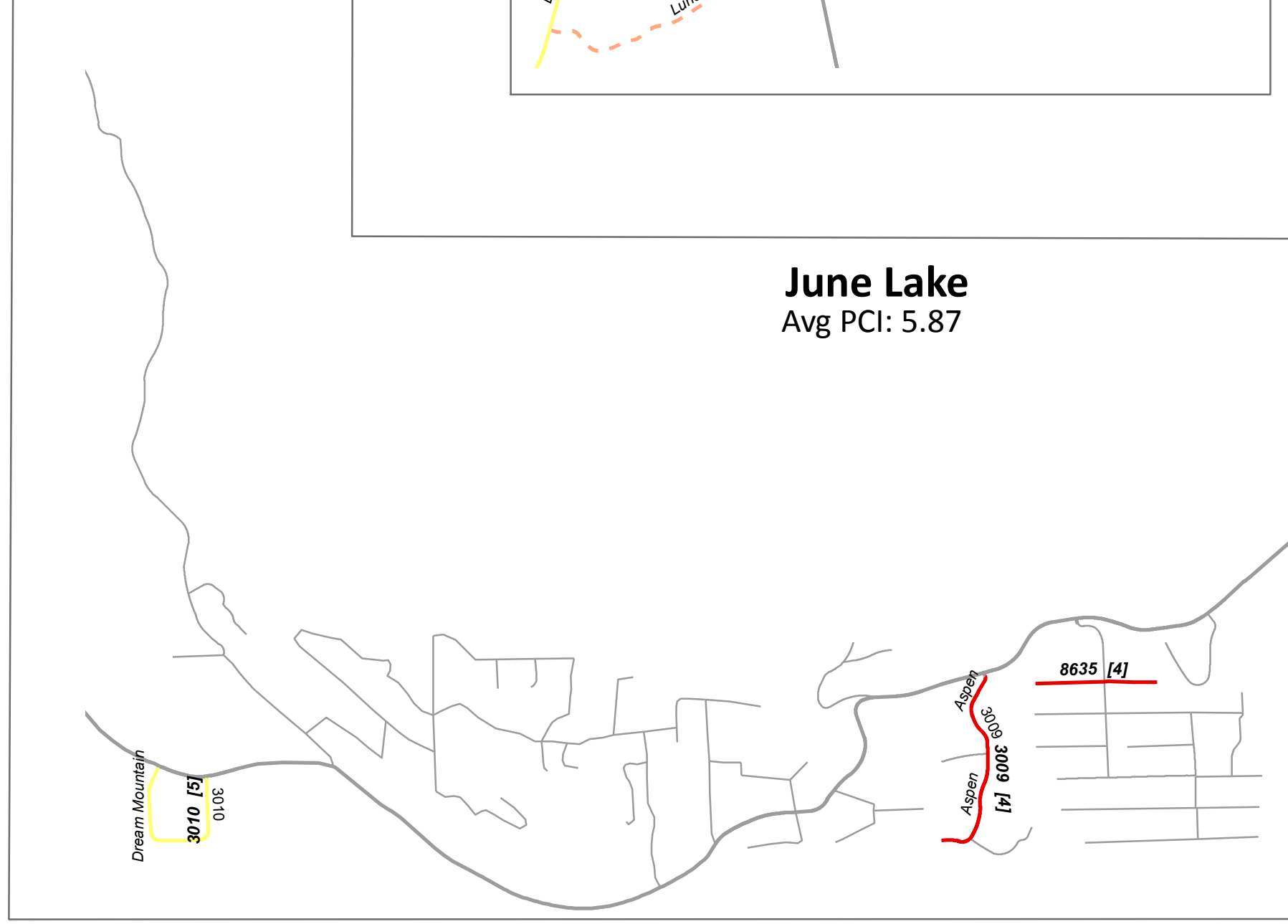
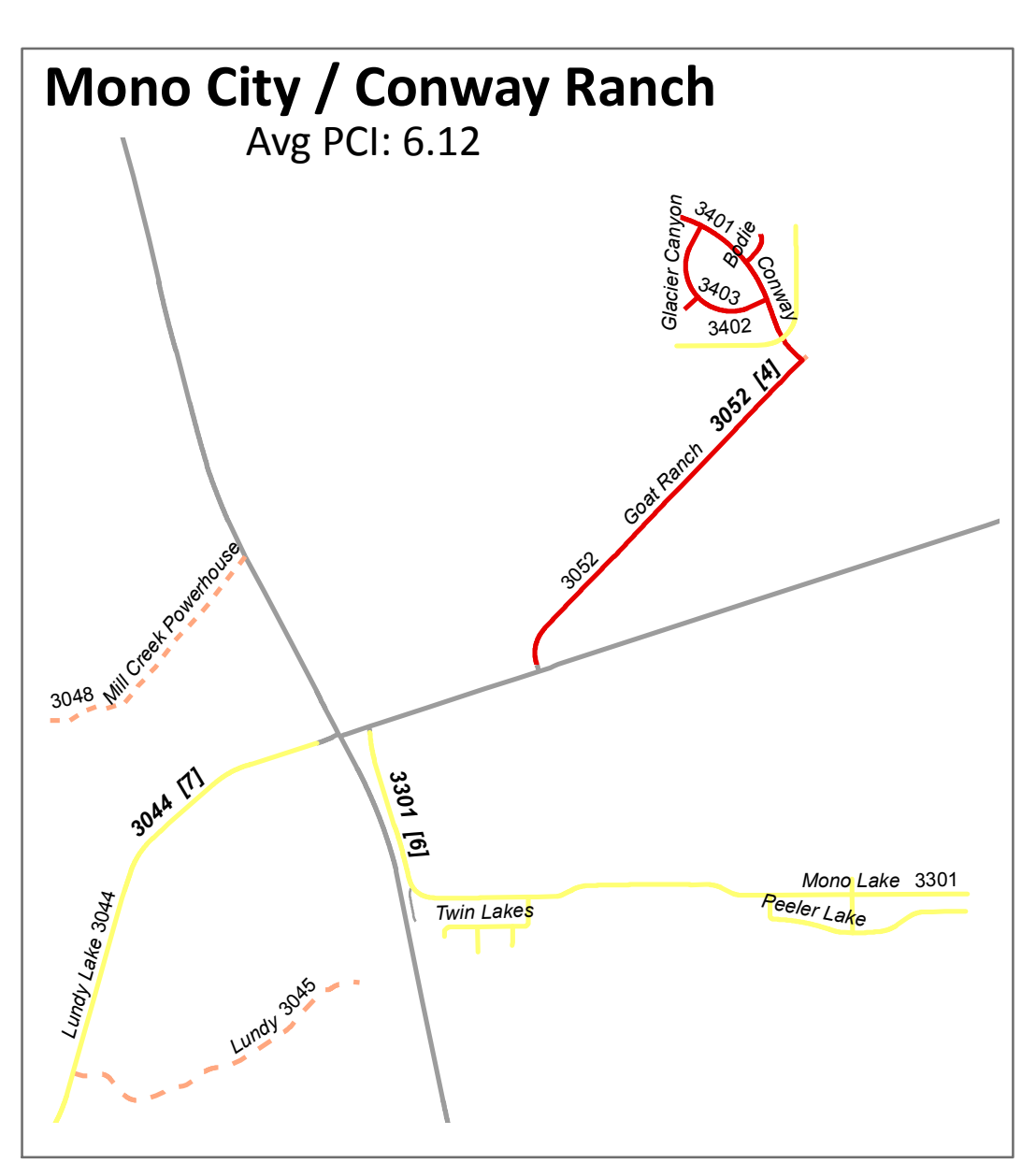
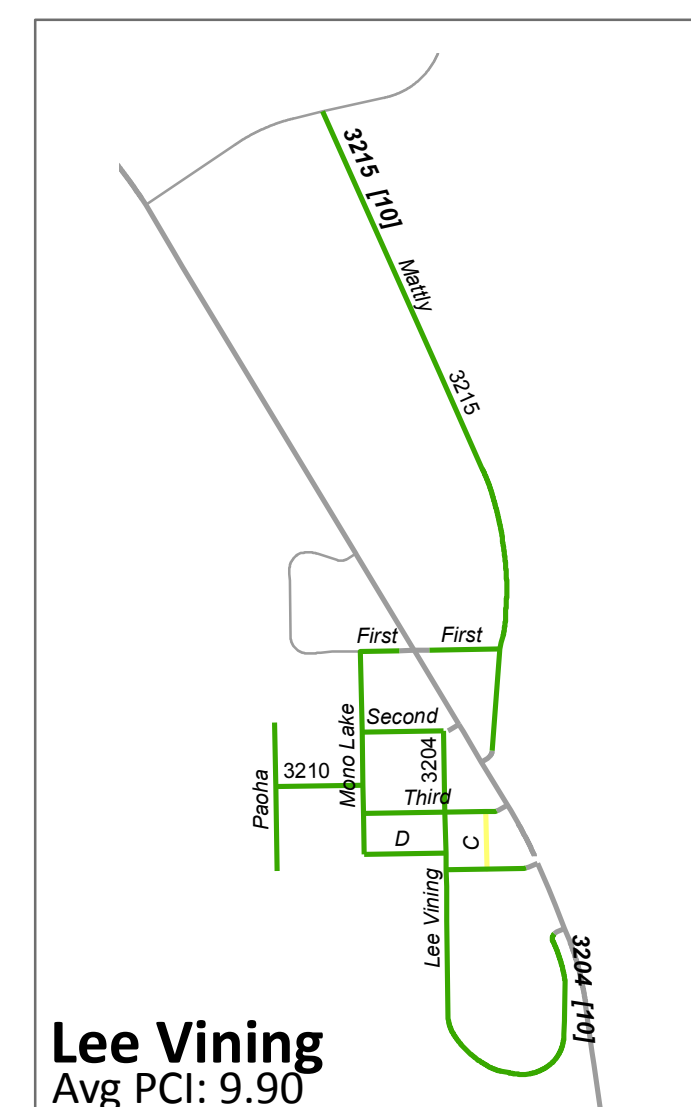
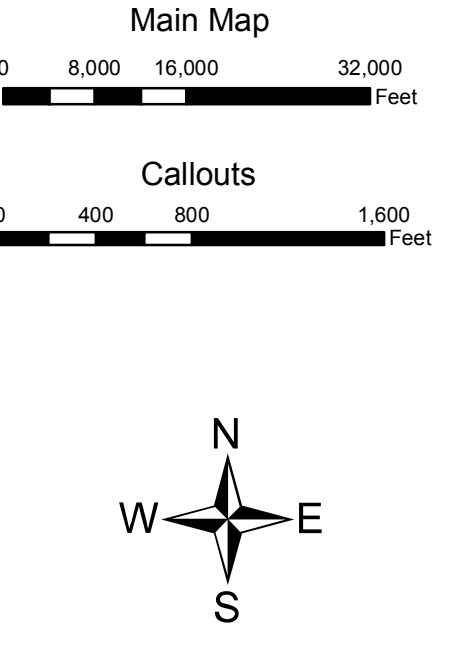
The tasks undertaken for development of the AMS include review of existing data, database development, inspection and data collection, and creation of the AMS/GIS system link. The project is now in its final stages where data is being audited, reports and computer interfaces are being finalized, and training sessions are being held.

Integration of the AMS into the County's GIS system will provide a centralized repository where data and photographs can be easily retrieved. County staff is already familiar with the Parcel Viewer interface and will be able to manage the data directly, rather than working through a third party software vendor. This information is vital for management of county-maintained roadways, including planning of preventative maintenance and capital improvement projects, and can be particularly helpful when assets are spread over a large area such as Mono County.



Pavement Condition Index - 2013
Mono County

- Pavement Condition Index**
- Structural Improvements: 1; 2; 3; 4
 - Capital Preventive Maintenance: 5; 6; 7
 - Routine Maintenance: 8; 9; 10
- County Roads**
- Surface**
- Gravel
 - Paved
 - Unimproved
 - Unknown
- Non-County Roads**
- Non-Highway
 - Federal & State Highways
- Road Sections**
- Mono County Boundary
 - District Boundary





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	Public Works - Engineering Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	30 minutes (10 minute presentation, 20 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd
SUBJECT	Report on State Transportation Improvement Program (STIP) Road Maintenance and Rehabilitation Projects		

AGENDA DESCRIPTION:

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

Update on road rehabilitation construction and priorities for future projects.

RECOMMENDED ACTION:

Receive staff report and provide any desired direction to staff. Prioritize road rehabilitation projects for consideration by the Mono Local Transportation Commission at their next meeting.

FISCAL IMPACT:

There will be no General Fund impact. Projects selected by the Mono Local Transportation Commission (LTC) are funded with state and/or federal funds.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.932.5457 / ghigerd@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Stip Staff](#)

History

Time	Who	Approval
8/26/2013 10:15 AM	County Administrative Office	Yes
8/27/2013 11:31 AM	County Counsel	Yes
8/22/2013 10:29 AM	Finance	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: September 3, 2013

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, Senior Engineer

Re: Report on State Transportation Improvement Program (STIP) Road Maintenance and Rehabilitation Projects

Recommended Action:

Receive staff report and provide any desired direction to staff. Prioritize road rehabilitation projects for consideration by the Mono Local Transportation Commission at their next meeting.

Fiscal Impact:

There will be no General Fund impact. Projects selected by the Mono Local Transportation Commission (LTC) are funded with state and/or federal funds.

Programmed Projects Update:

PROJECT	DESCRIPTION	STATUS
School Street Plaza (Transportation Enhancement)	Install sidewalks and landscaping adjacent to the County Courthouse in Bridgeport.	Project complete.
Bridgeport Streets Rehab (STIP)	Rehabilitation of local streets in the community of Bridgeport.	This project is under construction and will be completed in fall of 2013.
Lee Vining Streets Rehab (STIP)	Rehabilitation of local streets in the community of Lee Vining.	Project complete
June Lake Streets Rehab (STIP)	Rehabilitation of local streets in the community of June Lake.	Environmental and preliminary engineering funding is approved (\$37k). Engineering and right-of-way funds (\$302k) are programmed for the 2012-13 year. Construction funding (\$3,355k) is programmed for the 2013-14 year.
Chalfant Streets Rehab (STIP)	Rehabilitation of local streets in the community of Chalfant.	Engineering funding for plans, specifications and estimates (PS&E) is approved (\$65k). Construction funding (\$1,419k) is programmed for the 2013-14 year.

Bridge Replacement and Repair	Various projects to maintain County bridges.	A county-wide Preventative Bridge Maintenance Plan has been completed and preliminary engineering funding has been approved by the CTC for the Topaz Lane Bridge Replacement project.
Owens River Road Rehab (STIP)	Rehabilitation of 3.8 miles of Owens River Road near the Crestview rest area.	Plans are near the 100% level but the project has been “shelved” to fund other projects.

Other County Projects

PROJECT	DESCRIPTION	STATUS
Aspen Road Paving (Prop 1B)	Rehabilitation of 0.25 miles of road in down-canyon June Lake.	This Project is under construction and will be completed in fall of 2013.
Rock Creek Road Rehab (Federal Lands Access Program - FLAP)	Rehabilitation of 9.2 miles of Rock Creek Road and addition of a 4-foot wide bicycle climbing lane (8 miles in Mono County and 1.2 miles in Inyo County) from Highway 395 to the Hilton Lakes Trailhead.	95% plans are out for review. The NEPA document is complete and the CEQA document has been posted. Caltrans toll credits are being applied to this project in-lieu of the 11.47% local match. The FHWA project manager believes the project could go out to bid as early as this winter for a construction start in 2014. It is expected that this project will span two construction seasons – 2014 and 2015.
Rock Creek Road Rehab (Federal Lands Access Program - FLAP)	Rehabilitation of 2.75 miles of Convict Lake Road from Highway 395 to the trailhead/parking area on the east shore of Convict Lake. Addition of a 4-foot wide bicycle climbing lane on steep sections.	Project is short-listed and project scoping documents are being prepared. The California Programming Decisions Committee (PDC) will select final projects in early October. If selected by the PDC, a 11.47% local match is required. This match is eligible for 2014 STIP funding.

STIP Cycles and Pavement Condition Index Information:

Every two years the state starts a STIP funding cycle where new projects can be programmed for future funding by the Mono LTC through adoption of the Regional Transportation Improvement Plan (RTIP). In the 2012 STIP Cycle the Mono LTC approved cost adjustments for increases in material costs, scope changes, drainage costs for already approved projects.

The 2014 STIP Cycle process is underway and the Mono LTC needs to approve an updated Regional Transportation Improvement Program (RTIP) in December. The 2014 Fund Estimate for local projects is approximately \$6,000,000. This means that there is capacity for new projects to be programmed. Staff requests that the Board of Supervisors prioritize proposed projects for consideration by the Mono LTC.

In the past fifteen years, several road rehabilitation projects have been completed and the Pavement Condition Index (PCI) reflects this investment. Some projects have been community specific and others have focused on roads that link communities with recreation uses. See Tables 1 and 2 below for current PCI data from the 2013 Lumos & Associates study.

Table 1. Average PCI on Community Streets

Community Streets	Average PCI	
Lee Vining	9.9	
Paradise/Sunny Slopes/Swall Meadows	6.61	
Hilton Creek/Crowley Lake	6.37	
Chalfant Valley/WME	6.26	Project Scheduled
Mono City/Conway Ranch	6.12	
June Lake	5.87	Project Scheduled
Walker	5.79	
Bridgeport	5.51	Project Nearly Complete
Benton/Hammil Valley	2.76	

Table 2. PCI on Roads outside Communities

Roads Outside Communities	PCI
Cunningham Lane (Walker)	6
Eastside Lane (Walker)	5
Twin Lakes Road (Bridgeport)	8
Buckeye Road (Bridgeport)	4
Hackamore Lane (Bridgeport)	5
Hunewill Ranch Road (Bridgeport)	4
Virginia Lakes Road	7
Lundy Canyon Road	7
Cemetery Road (Lee Vining)	5
Utility Road (Lee Vining)	4
Airport Road (Lee Vining)	8
Test Station Road (Mono Basin)	4
Oil Plant Road (Mono Basin)	5
Owens River Road	3

Antelope Springs Road (Mammoth)	3	Project Scope Being Evaluated
Substation Road (Mammoth)	4	
Sherwin Creek Road (Mammoth)	4	
Convict Lake Road (Mammoth)	5	
Hot Creek Hatchery Road (Mammoth)	5	
Airport Road (Mammoth)	6	
Benton Crossing Road	6	Project Scheduled
Pit Road (Benton Crossing Landfill)	4	
McGee Creek Road (Crowley Lake)	4	
Rock Creek Road (Tom's Place)	4	
Lower Rock Creek Road (Paradise)	6	

Potential 2014 STIP Projects:

Given the updated PCI data and previous direction from the Board of Supervisors and the Mono LTC, the following projects are suggested for discussion:

- **Rehabilitation of Airport Road & a portion of Hot Creek Hatchery Road** – Approximately 1.6 miles of road costing approx. \$750,000. This project could potentially be expanded to include a re-configuration of the intersection, but the feasibility and costs require additional scoping. This project could be expanded to include other County roads near Sherwin Creek Road and the Highway 203 junction.
- **Convict Lake Road FLAP Match** – This project would provide an 11.47% local match (approximately \$400,000) for the potential FLAP project that would rehabilitate 2.75 miles of Convict Lake Road and add bicycle lane improvements. The project would be administered by the FHWA and therefore would require relatively minor staff effort to administer/manage.
- **Community Based Projects** – The PCI data shows that Benton/Hammil Valley, Walker, and Mono City/Conway Ranch are at or near the bottom of the pavement condition list.
- **Asphalt Maintenance Program based on 2013 AMS and Utilizing Best Management Practices (BMPs)** – Using our updated 2013 Asset Management System, we can stretch funding to treat four to twelve times more road area. This portion of funding would be invested in keeping our good roads (primarily 6 and above) at an acceptable level. Deferring maintenance for ten years is expected to cost approximately 53% more, not including increases to labor and construction costs. Our maintenance strategy is currently missing this important category of treatments to preserve the significant investments we have made in our streets and roads in the last ten to fifteen years.
- **Benton Crossing Road Rehabilitation** – (approx. \$470,000 per mile)
- **In-fill Projects** – Because of funding limitations, some streets in communities that received rehabilitation projects did not get done. For example, a couple of streets in Bridgeport will not

be completed with the current project. There are also streets that did not get done in Swall Meadows, Sunny Slopes, and Crowley Lake. are Sierra Springs Streets Rehabilitation (approx. \$470,000 per mile)

- **Others?**

Transportation Alternatives Projects (TAP)*:

- Lower Rock Creek Road Bicycle Climbing Lane
- Mountain Gate Phase III (this may have alternative grant funding available)
- Bridgeport Way-finding tied to the School Street Plaza project.

*Because TA projects will have new rules under Map 21, it is unclear if these projects will qualify.

Please contact me at 760.932.5457 or by email at ghigerd@mono.ca.gov if you have any questions regarding this report.

Respectfully submitted,



Garrett Higerd, PE
Senior Engineer



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	September 3, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes (5 minute presentation, 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Stacey Simon
SUBJECT	2013 Great Basin Water Forum		

AGENDA DESCRIPTION:

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

Designation of Board member(s) to attend the Great Basin Water Forum to be held on October 18, 2013, in Bishop, California. Determination of whether Board member(s) will attend October 17, 2013, field trip.

RECOMMENDED ACTION:

Designate attendees. Provide any direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: (760) 924-1704 / ssimon@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

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[Staff report](#)

[Additional information](#)

History

Time	Who	Approval
8/27/2013 11:53 AM	County Administrative Office	Yes
8/27/2013 11:51 AM	County Counsel	Yes
8/27/2013 1:18 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant
Stacey Simon

Deputies
John Carl Vallejo
Christian Milovich

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Assistant
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: September 3, 2013

Re: 2013 Great Basin Water Forum

Recommendation

Designate Board representative(s) to attend the Great Basin Water Forum to be held in Bishop, California on October 17 (field trip), and 18 (Forum), 2013. Provide any desired direction to staff.

Fiscal Impact

None. The Central Nevada Regional Water Authority (CNRWA) will cover all costs (venue costs, lunch on October 18th, field trip transportation, etc.).

Discussion

CNRWA consists of eight member counties from Nevada (Elko, White Pine, Nye, Esmerelda, Churchill, Pershing, Lander, and Eureka), and was established for the purpose of protecting the groundwater resources of rural central Nevada.

In 2009, your Board approved the County's entry into a Memorandum of Understanding (MOU) with CNRWA, which established the annual Great Basin Water Forum. Lassen and Inyo Counties in California, and Juab and Millard Counties in Utah, are also signatories to the MOU.

The purpose of the Great Basin Water Forum is to discuss and study water resource issues common to the geographic region shared by MOU signatories, and to make recommendations, if appropriate, concerning those common interests to other entities and organizations. Mono County has sent a representative (generally at least one Board member and at least one staff person)

to the Great Basin Water Forum each year since 2009, and is a sponsor of the Forum as a signatory to the MOU.

The 2013 Great Basin Water Forum will take place in Bishop, California on October 17 (field trip) and October 18 (Forum). Mono County may send representative(s) to one or both days, although there may be a limit on the number of participants who may attend the field trip due to transportation limitations. Attached is additional information regarding the Forum. Of particular interest to Mono County this year is a panel discussion regarding groundwater basins shared between California and Nevada.

If you have any questions about this item prior to your meeting, please feel free to call me at (760)924-1704 or to email me at ssimon@mono.ca.gov.

2013 GREAT BASIN WATER FORUM

Tallman Pavilion
Tri-County Fairgrounds
Bishop, California

Field Trip: Thursday, October 17, 2013

1:30 p.m. to 5:00 p.m.

Forum: Friday, October 18, 2013

9:00 a.m. to 2:00 p.m.

BACKGROUND: The Great Basin Water Forum is the product of a unique partnership involving local governments in three states. An annual Great Basin Water Forum is called for in a 2009 memorandum of understanding signed by two counties in Utah (Juab and Millard Counties), three counties in California (Inyo, Lassen and Mono Counties) and the Central Nevada Regional Water Authority, an organization comprised of eight counties in Nevada (Churchill, Elko, Esmeralda, Eureka, Lander, Nye, Pershing and White Pine Counties).

The purpose of the annual forum is to provide local governments in the Great Basin an opportunity to come together to discuss water and water-related issues common to the nation's driest hydrographic region, and if desired, recommendations are made to appropriate entities and organizations.

The Central Nevada Regional Water Authority will host the 2013 forum. Go to the Authority's website (www.cnrwa.com) and click on "News" to get information on the 2009, 2010, 2011 and 2012 forums.

FORUM PROGRAM: The focus of the 2013 Great Basin Water Forum will be on the monitoring, management and mitigation programs associated with the City of Los Angeles Aqueduct Project in Owens Valley. November 5, 2013 will be the 100th anniversary of the completion of the LA Aqueduct Project.

On October 17, 2013 there will be a field trip originating at the Tallman Pavilion (Tri-County Fairgrounds in Bishop). Field trip attendees will car pool to LA Aqueduct Project facilities (aqueduct facilities, wells, etc.), monitoring sites and mitigation program sites in Owens Valley. It is anticipated Los Angeles Department of Water & Power and Inyo County Water Department staffers will provide presentations/commentary on the field trip.

On October 18, 2013 the forum will take place in the Tallman Pavilion. The tentative program for the forum includes the following: 1) information on the LA Aqueduct Project monitoring, management and mitigation programs, including involvement of local governments and citizens in the Project over time; 2) a panel discussion on water basins shared by two states, and how to address projects that will impact the water

resources in those basins; 3) a panel discussion on potential sources of water for Las Vegas Valley; and 4) an informal discussion involving the audience and two highly respected scientists (Dr. Harold Klieforth and Dr. Kelly Redmond) on the climate and weather of the Great Basin. Lunch will be catered and provided by the Central Nevada Regional Water Authority.

LODGING INFORMATION: The Tri-County Fairgrounds is located at the north end of Bishop. There is ample lodging close to the fairgrounds, including Holiday Inn Express (760.872.2423), La Quinta Inns & Suites (760.873.8508), Best Western Plus (760.873.3543), Vagabond Inn (760.873.6351) and the Creekside Inn (760.872.1300).

REGISTRATION AND COSTS: There will not be a cost to attend the forum. Registration will be at the door. To expedite registration and help with forum logistics (i.e., food, seating, etc.), please contact Steve Bradhurst (Executive Director of the Central Nevada Regional Water Authority) via email (sbradhurst@gmail.com) or phone (775.747.2038) to let him know if you plan to attend the forum. Please provide your name, organization and email address.