



# AGENDA

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

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

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

### Regular Meeting April 8, 2014

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

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

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

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

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

**2. APPROVAL OF MINUTES**

**A. Board Minutes**

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on April 1, 2014.

**3. PRESENTATIONS**

**A. Proclamation Designating the Month of April, 2014 as Sexual Assault Awareness Month**

Departments: Clerk of the Board

10 minutes

(Susi Bains, Wild Iris) - April is nationally recognized as Sexual Assault Awareness Month. Wild Iris is asking for county-wide participation to prevent sexual violence, and is asking the Board of Supervisors to approve an official proclamation to recognize April as Sexual Assault Awareness Month. This item has been approved for placement onto the agenda by Supervisor Hunt.

**Recommended Action:** Approve Proclamation.

**Fiscal Impact:** None.

**B. Proclamation Designating the Month of April, 2014 as Child Abuse Prevention Month**

Departments: Clerk of the Board

10 minutes

(Susi Bains, Wild Iris) - April is nationally recognized as Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence, and is asking the Board of Supervisors to approve an official proclamation to recognize April as Child Abuse Prevention Month. This item has been approved for placement onto the agenda by Supervisor Hunt.

**Recommended Action:** Approve Proclamation.

**Fiscal Impact:** None.

**4. BOARD MEMBER REPORTS**

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

**5. COUNTY ADMINISTRATIVE OFFICE**

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

**6. DEPARTMENT/COMMISSION REPORTS**

**7. CONSENT AGENDA**

(All matters on the consent agenda are to be approved on one motion unless a

board member requests separate action on a specific item.)

**A. Response to the California Highway Patrol Commissioner Regarding a New Office Location**

Departments: Community Development

At their March 20th meeting, the Bridgeport Valley RPAC voted unanimously to request the Board of Supervisors send the attached letter to California Highway Patrol Commissioner Farrow. The intention is to encourage the CHP to retain the office in Bridgeport, and work cooperatively with the State to make northern Mono County an attractive location.

**Recommended Action:** Authorize the Chair's signature on letter to California Highway Patrol Commissioner Farro. Provide any desired direction to staff.

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

**B. Amendment to Contract with Inyo County for Additional Funds**

Departments: Social Services

Amendment #3 to Contract with County of Inyo for an increase in funds pertaining to the Senior Services Program.

**Recommended Action:** Approve the County to enter into the proposed contract Amendment and authorize the Chief Administrative Officer for Mono County to execute such Amendment on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** The proposed contract amendment will increase Mono County Senior Services revenue by \$771 for FY 2013-14.

**C. Appointments in Lieu of Election**

Departments: Elections

Make appointments to the board of the Mono City Fire Protection District pursuant to California Elections Code sections 10515(a) and (b).

**Recommended Action:** Appoint Jack Shipley and Barbara Wanner to the board of the Mono City Fire Protection District to serve through November 30, 2016.

**Fiscal Impact:** None.

**D. Appointment of Mono Basin Regional Planning Advisory Committee Member**

Departments: Community Development

Consider appointment of one new member, Paul McFarland, to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers.

**Recommended Action:** Appoint Paul McFarland to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers. His term to

expire 12/31/15.

**Fiscal Impact:** None.

**E. At-Will Contract for Brad Braaten, Deputy District Attorney III**

Departments: District Attorney; Human Resources

Proposed resolution approving a contract with Brad Braaten as District Attorney III and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Approve Resolution #R14\_\_\_, approving a contract with Brad Braaten as Deputy District Attorney III and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The cost of this position for the remainder of FY 13/14 is approximately \$42,227.40 of which \$26,865.00 is salary; \$5,375.15 is the employer portion of PERS, and \$9,987.25 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (14/15) would be \$168,909.59 of which \$107,460.00 is salary; \$21,500.60 is the employer portion of PERS and \$39,948.99 is the cost of benefits.

**8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE**

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

**9. REGULAR AGENDA - MORNING**

**A. Annual Assessed Value Notices**

Departments: Assessor

15 minutes (5 minute presentation; 10 minute discussion)

(Bob Musil) - Proposed resolution authorizing the Assessor to Use the County Website to Provide Value Notices Pursuant to California Revenue and Taxation Code 621.

**Recommended Action:** Adopt proposed resolution #R14-\_\_\_\_\_, authorizing the Assessor to Use the County Website to Provide Value Notices Pursuant to California Revenue and Taxation Code 621. Provide any desired direction to staff.

**Fiscal Impact:** Approximately \$1,500 in annual savings for postage, materials and staff time.

**B. Online Business Property Statement Filing**

Departments: Assessor

10 minutes (5 minute presentation; 5 minute discussion)

(Bob Musil) - Proposed Joint Powers Agreement with SDR Network Group pertaining to Online Filing of Business Property Statements.

**Recommended Action:** Approve County entry into proposed Joint Powers Agreement and authorize Bob Musil, Assessor, to execute said Joint Powers Agreement on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** Annual cost of \$150, periodic annual costs of approximately \$500 for equipment replacement and technology upgrades. Annual savings of approximately \$1,250 for supplies and mailing. Net annual savings of approximately \$1,100.

**C. Mono County Property Assessed Clean Energy Resolution**

Departments: Finance Department and County Administrator's Office  
15 minutes (5 minute presentation, 10 minute Board discussion)

(Gerald Frank and Jim Leddy) - Proposed resolution of the Board of Supervisors of the County of Mono, California, consenting to inclusion of properties within the county's unincorporated area in the California HERO program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and approving the amendment to a certain joint powers agreement with the Western Riverside Council of Governments.

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

**Fiscal Impact:** Adopting the Resolution will have financial impact. Participation in the HERO program will require minimal staff time to administer once enrollees participate.

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

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

**11. CLOSED SESSION**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente 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 Department's Management Association (SO Mgmt). Unrepresented employees: All.

**B. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

**C. 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: Inland Aquaculture Group LLC v. Mono County et al.

**REGULAR AFTERNOON SESSION COMMENCES AT 12:15 P.M.**

**12. 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.)

**13. REGULAR AGENDA AFTERNOON- NONE**

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Approve Minutes of the Regular Meeting held on April 1, 2014.

### 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

[Draft 04-01-14](#)

#### History

Time	Who	Approval
4/2/2014 3:54 PM	County Administrative Office	Yes
4/2/2014 3:38 PM	County Counsel	Yes
4/2/2014 5:51 PM	Finance	Yes



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

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

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

**Regular Meeting  
April 1, 2014**

Flash Drive	#1008
Minute Orders	M14-50 to M14-59
Resolutions	R14-17 to R14-20
Ordinance	Ord14-02 NOT USED

9:00 AM Meeting Called to Order by Chairman Larry K. Johnston.

*Supervisors Present: Fesko, Hunt, Johnston and Stump.  
Supervisors Absent: Alpers.*

*Break: 10:02  
Reconvene: 10:12 a.m.  
Lunch/Closed Session: 12:29 p.m.  
Adjourn: 2:02 p.m.*

Pledge of Allegiance led by Supervisor Fesko.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD  
*No one spoke.*

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

**Action:** Approve Minutes of the Regular Meeting held on March 11, 2014, as corrected.

**Hunt moved; Stump seconded**

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

**Note**

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

**M14-50**

**Supervisor Stump:**

- On p. 15 of draft minutes, under item #13a (Political Activities Ordinance), his last bullet point should read, "He feels there is sufficient latitude in the ordinance to proceed but it appears that the consensus of the Board is otherwise".

**Supervisor Johnston:**

- Under corrections to the minutes of 2/11/14, his first bullet point, vote should say 3 yes; 2 no (not "0" no) in reference to NACO item.

B. Board Minutes

Departments: Clerk of the Board

**Action:** Approve Minutes of the Regular Meeting held on March 18, 2014, as corrected.

**Fesko moved; Hunt seconded**

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

**M14-51**

**Supervisor Stump:**

- On p. 7 of draft minutes, under item #9a (Tri-Club Road Closure), under his comments, sentence should read, "Would emergency vehicles have access"?
- On p. 7 of draft minutes, under item #9b (Active Transportation Grant Applications), first bullet point should read, ".....also does this include private schools and routes to school bus stops?" Also, delete words, "county wide?"

**Supervisor Fesko:**

- On p. 2 of draft minutes, under Board Report under last bullet point, Supervisor Fesko thought Sgt. Major Kirkland was retiring after 30 years, should read "29" years.

C. Board Minutes

Departments: Clerk of the Board

**Action:** Approve Minutes of the Special Meeting held on March 24, 2014.

**Hunt moved; Stump seconded**

**Vote: 3 yes; 0 no; 1 abstain: Fesko; 1 absent: Alpers**

**M14-52**

**Supervisor Johnston:**

- Asked County Counsel for clarification as to whether Supervisor Fesko was considered "absent" from this meeting.
- Marshall Rudolph: yes, the minutes should indicate that he was absent.

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

**Supervisor Alpers:**

- Absent.

**Supervisor Fesko:**

- 3/20 – Bodie Road Meeting with Public Works, CAO, BLM; it was a good meeting. They're in agreement to disagree on whose responsible for the road so we can move forward and get something done; report to come back soon.
- Did some volunteer work at the Antelope Valley Community Center the week of the 21<sup>st</sup> on various days; everyone is working well together.
- 3/28 – attended the Changing of the Guard at MWTC; Sgt. Major Kirkland retiring after

**Note**

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- 29 years. Looks forward to working with new Sgt. Major, Brunner.
- Wished a happy birthday to Dennis Fowler; a friend of his.

**Supervisor Hunt:**

- 3/20 – Town/County Liaison Meeting; various issues discussed. Board members should not be part of task force. General discussion about Tbid and its effectiveness. Supervisor Hunt renewed ski pass yesterday; took a long time online.
- 3/21 – ESCOG meeting in Mammoth; brought up idea of a Legislative Platform. Update on Digital 395, Sage-Grouse listing, Inyo County collaboration process.
- 3/25 ESTA meeting.
- Spent three days in Death Valley; very warm.

**Supervisor Johnston:**

- ARC meetings past couple weeks.
- IMACA meetings; appointed Charlie Broten as Director.
- 3/24 attended Special Board Meeting.
- Met with representatives regarding Head Start access issues.
- Went to film festival in Bishop at Charles Brown Auditorium; it was very well attended.

**Supervisor Stump:**

- Attended Town/County Liaison meeting.
- Same week and following week, attended two meetings regarding ICEMA/EMS system; kudos to Lynda Salcido, Dr. Rick Johnson and Rob DeForrest. Good meeting; hopefully ICEMA follows through.
- Meeting regarding Water system in district; thanked Louis Molina and John Drozd for helping to developing an action plan.
- RPAC Meeting in Long Valley – standard agenda; update from ESTA, Forest Service, General Plan update, Jim Leddy update on issues.
- IT report update: There is a lot of thought by Nate and Peter going into new IT office. Email service switchover: this was a big job that was slightly underestimated. IT worked through the weekend to try and make it work. This can be a thankless job, he gave them all thanks.
- Park in Chalfant – thanked Joe Blanchard and Steve Worabel for addressing the stickers and weeds out there.
- Spoke with Supervisor Alpers last night after surgery; appears successful, will have follow-up today.

## 5. COUNTY ADMINISTRATIVE OFFICE

### CAO Report regarding Board Assignments

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

**Jim Leddy:**

- 3/20 – attended Bodie meeting with Supervisor Fesko, thanked Jeff Walters.
- Attended Town/County Liaison meeting; agrees that communications are improving.
- 3/21 -Attended ESCOG meeting; trying to track down Legislative Platform information.
- Attended 3/25 meeting and expressed thanks to CAO Kevin Carunchio regarding Inyo redesign.
- 3/24 – thanked Leslie Chapman and Gerald Frank who met with Dan Holler regarding PACE; Town is on board. Resolution to come to our board on 4/8.
- 3/26 – Energy Task Force meeting; continuing to track board items. Thanked Joe Blanchard.
- Attended Long Valley RPAC - gave quick budget update.
- 3/27 – Toiyabe Clinic dedication in Antelope Valley. This is a community facility, not just for tribal individuals.

**Note**

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- Attended MWTC Changing of the Guard.
- Saturday – attended subcommittee meeting with Mono Basin RPAC; discussion about Conway/Fisheries.
- Bridgeport coffee with CAO is this Thursday and Mammoth's is next Thursday.
- Realignment Funding Handout, Shannon will get copy to Board. Ensuring Rural Counties get funding they need.

## 6. DEPARTMENT/COMMISSION REPORTS

### Lynda Roberts:

- Brought up evening meeting dates that were discussed; doesn't think 11/4 will work since its election day. Any other suggestions? She'll bring up again at future meeting.

## 7. CONSENT AGENDA

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

### A. Lee Vining Fire Protection District Conflict of Interest Code

Departments: County Counsel

Lee Vining Fire Protection District Conflict of Interest Code.

**Action:** Approve Conflict of Interest Code adopted by the Lee Vining Fire Protection District and direct the Clerk to notify the District of the Board's action (attention Steve Barager).

**Hunt moved; Stump seconded**

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

**M14-53**

### B. Reappointments to the Mono County Child Care Council

Departments: Mono County Child Care Council

The Mono County Child Care Council (MCCCC) is requesting two reappointments by the Board of Supervisors: Sandra Pearce and Barbara Miller. Both terms expired on 12/31/14 and these new two year terms will expire on 12/31/15. This item is being sponsored by Chairman Larry K. Johnston.

**Action:** Reappoint Sandra Pearce and Barbara Miller to another two year term on the Mono County Child Care Council. These two year appointments will expire 12/31/15.

**Hunt moved; Stump seconded**

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

**M14-54**

### C. February 2014 Transaction Report

Departments: Finance

Treasury Transactions for the month of February 2014.

**Action:** Approve Treasury Transaction Report for the month of February 2014.

**Hunt moved; Stump seconded**

### Note

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**Vote: 4 yes; 0 no; 1 absent: Alpers**  
**M14-55**

D. Local Agency Investment Fund Designated Officials

Departments: Finance

Proposed resolution designating officials authorized to deposit or withdraw funds in the Local Agency Investment Fund (LAIF).

**Action:** Adopt proposed resolution #R14-17, designating officials authorized to deposit or withdraw funds in the Local Agency Investment Fund (LAIF).

**Hunt moved; Stump seconded**

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

**R14-17**

E. Assembly Bill 1970 - Request for Support

Departments: County Administrator's Office

Request for the Board to send letter of support for Assembly Bill 1970 (Gordon) re: Creation of the Community Investment and Innovation Program grants funding for local governments Green House Gas (GHG) reduction projects through competitive grant program.

**Action:** Authorize the Chairman to send the attached letter of support for AB 1970.

**Stump moved; Fesko seconded**

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

**M14-56**

**Pulled from agenda by Supervisor Stump:**

- Asked if this could potentially help with the CARB compliance issue.

**Jim Leddy:**

- It could potentially help.

F. At-Will Contract for Stacey Simon, Assistant County Counsel

Departments: Human Resources and County Counsel

Proposed resolution approving a contract with Stacey Simon as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Approve Resolution #R14-18, approving a contract with Stacey Simon as Assistant County Counsel and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Hunt moved; Stump seconded**

**Vote: 3 yes; 0 no; 1 absent: Alpers; 1 abstain: Fesko**

**R14-18**

G. At-Will Contract for Tony Dublino, Solid Waste Superintendent/Environmental Services Manager

**Note**

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

Departments: Human Resources and Public Works

Proposed resolution approving a contract with Tony Dublino as Solid Waste Superintendent / Environmental Services Manager, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Approve Resolution #R14-19, approving an employment agreement with Tony Dublino and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Hunt moved; Stump seconded**

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

**R14-19**

H. At-Will Contract for Louis Molina, Environmental Health Manager

Departments: Human Resources and Public Health

Proposed resolution approving a contract with Louis Molina as Environmental Health Manager, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Approve Resolution #R14-20, approving a contract with Louis Molina as Environmental Health Manager and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Hunt moved; Stump seconded**

**Vote: 3 yes; 0 no; 1 absent: Alpers; 1 abstain: Fesko**

**R14-20**

I. Safety Seat Checkup Week Proclamation

Departments: Clerk of the Board

Stephanie M. Tombrello, LCSW, Executive Director, SafetyBeltSafe USA, has requested the Board adopt a proclamation recognizing the week of March 30 – April 5, 2014, as Safety Seat Checkup Week. This item is being sponsored by Chairman Larry K. Johnston.

**Action:** Approve proposed proclamation, recognizing the week of March 30 – April 5, 2014, as Safety Seat Checkup Week.

**Hunt moved; Stump seconded**

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

**M14-57**

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

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

9. REGULAR AGENDA - MORNING

**Note**

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

#### A. Public Works Project Approval Policy

Departments: Public Works, Community Development, CAO, County Counsel (Joe Blanchard) - Presentation by Joe Blanchard regarding the implementation of a Project Approval Policy which will create a process that a project must go through from project idea through project completion.

**Action:** Approve the Project Approval Policy which will provide a clear progression from project concept through completion, deleting any Supervisorial role on any committee.

**Stump moved; Fesko seconded**

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

#### **M14-58**

##### **Joe Blanchard:**

- Gave background information on item.
- He feels emergency items are covered in this general list.

##### **Supervisor Stump:**

- He feels the staff needs to have ability to prioritize projects.
- Doesn't think a Supervisor should sit as a member of a committee.

##### **Supervisor Fesko:**

- This is a nice "general" list but he can think of things that could go over budget. This is just a starting point for discussion, correct?
- Appreciates work of all staff on this.

##### **Supervisor Hunt:**

- Thanked staff for the comprehensive list; very helpful. Should make things move more smoothly.

##### **Supervisor Johnston:**

- Feels it's a good list. Thanked staff for work done on it.
- Asked about monetary amounts.

##### **Leslie Chapman:**

- Explained that amounts are policy and the policy would need to be changed if amounts changed.

#### B. Authorization to Bid for the Chalfant Streets Rehabilitation Project

Departments: Public Works

(Garrett Higerd) - This project will rehabilitate 5.5 miles of local streets and roads in Chalfant and White Mountain Estates. The Plans and Project Manual associated with this project are too large to attach to the agenda; however you may view these attachments separately by visiting the Board of Supervisor's web page at: <http://www.monocounty.ca.gov/bos/event/board-supervisors-52>. Additionally, hard copies of both the Plans and Project Manual are available for viewing in the clerk's office.

**Action:** Approve bid package, including the project manual and project plans, for the Chalfant Streets Rehabilitation Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid.

**Stump moved; Hunt seconded**

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

#### **M14-59**

#### **Note**

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**Garrett Higerd:**

- Project that's been in the works for a long time; explained item briefly.
- Answered general board questions.

**Supervisor Fesko:**

- Voiced concern about getting cost up front.

**Supervisor Stump:**

- Brought up several comments/questions; mailboxes touched on.
- Safe routes to schools brought up at last meeting; have to cross Highway 6; very dangerous.

**Supervisor Hunt:**

- Glad to see this addressed; asked about mailbox situation.

**Supervisor Johnston:**

- Still need to get an approved bid to go forward.
- This project has been in the making for six years; good to see it moving forward.

**Jeff Walters:**

- Mailbox ordinance and whole process is on the priority list.
- A calculation of all mailboxes in the county is being done.

**C. Bureau of Land Management Inyo National Forest OHV Grant Review and Comments**

Departments: Board of Supervisors, Community Development, and County Administrator's Office

This item was requested by Supervisor Stump to review a recent grant application for OHV planning funds submitted jointly by the INF and BLM for an access feasibility study for areas east of Hammil Valley. The online application to the California OHV Recreation Division proposes studying the feasibility of road(s) construction to access 14,000 acres of public land, approximately 20 miles of primitive OHV routes and the existing roads and opportunities within those lands. The enclosed grant application notes that the only motorized access to the BLM and Forest Service land is through private property.

**Action:** None.

**Scott Burns:**

- Introduced item.
- Grant application for OHV Planning Funds; comments due by April 7, 2014.
- This will potentially allow for better public access in certain areas.
- Introduced Rich Williams from BLM, here today to answer any questions.
- This is due before next Board meeting; just need direction by the board to make and clarify points. The comments will be submitted electronically.

**Rich Williams (BLM):**

- There will be no NEPA; this is just to take a look at the area to see if BLM can provide access. This is really only a study.
- Explained why certain boxes are not checked on the application. Explained this is only a study to take a look.
- Biggest part will be public outreach.
- He will go back and make sure all future actions taking place in Inyo and Mono County get proper notification.
- We are only preliminarily looking at this point to see if public access can be provided.
- Pointed out area where "comments" can be directed.

**Note**

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- This portion is to see whether or not we even CAN move forward with this project.

**Supervisor Stump:**

- Has actual grant package, will work through questions.
- Evaluation Criteria: asked about things not addressed under this list. Pointed out where certain boxes should be checked/unchecked.
- This is state money being asked for: Mono County is having difficulty obtaining its PILT funding from the government and state of California. Causes him to look at this very carefully.
- Asked what the definition of “road” is?
- Need to make sure that in the future our county is notified; that all the collaborators are notified.
- What about stakeholder input?
- Scott Burns will be drafting our comments.
- Feels there is a disconnect in their documentation.
- He thinks we need a comment letter addressing all his questions; he’s not opposed to the study, he just wants issues addressed and boxes either checked or unchecked.

**Supervisor Johnston:**

- They realize Rich is the “messenger”; not trying to attack him. Just trying to get some things answered.
- Issue at hand – landowners have chosen to exclude people trespassing across their properties, essentially? Therefore there are areas that are not accessible to the public at this point, correct?
- Looking at ways to make this access legal?

**Supervisor Fesko:**

- Asked about the term “substantial” stakeholder involvement; what does that mean?
- Made clarification as to the term “road”.

**D. RPAC Workshop**

Departments: Community Development

(Planning Staff) - Workshop on status of Regional Planning Advisory Committees.

**Action:** None.

**Scott Burns:**

- Introduced item; this comes back to the Board periodically. There are three staffers down in Mammoth Lakes to also answer questions.
- Brought up various issues that have come up regarding RPAC policies/procedures.
- Changes discussed today could be brought back at a later meeting.

**Supervisor Johnston:**

- Feels this group is quite important as issues frequently get brought back to the board.
- The Antelope Valley RPAC has members appointed for life, there are no terms, needs to be remedied.
- RPAC members sometimes recommend a future RPAC member; for him that is not appropriate.
- Feels it’s not right that Supervisor Fesko sits on the AV RPAC.
- Doesn’t think county employees should be on RPACs as they are frequently the staff.
- Explained his thoughts on Engineers being a conflict of interest to RPACs.
- We should be running Government like a business. He doesn’t feel we’re being business-like without ironing out these issues.
- How many Supervisors should be on an RPAC? Could he be on the AV RPAC? He owns property there. Would that be ok? This is a rhetorical question as he does NOT think this would be appropriate.

**Note**

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

- This discussion does not have to do with constitutional rights. He feels Supervisors can create intimidation when it comes to voting in RPACs.

**Supervisor Stump:**

- Agrees with Supervisor Johnston on “terms for life” being inappropriate although it says that the Board appoints the RPAC members.
- Most of what RPACs do is planning recommendations; only really pertains to Community Development Staff. Maybe they would be only group to be excluded. Maybe expand out to County Engineers.
- Since each RPAC can establish its own membership requirements, if Supervisor Fesko is comfortable being on the RPAC, he should be allowed to. He wouldn't choose to serve on an RPAC but that doesn't mean Supervisor Fesko shouldn't be able to.
- There are communities that don't have formal RPACs, they just have community meetings where people can weigh in; they don't want that formal structure. They should have that right.
- Doesn't feel there is consensus of support to make the changes that Supervisor Johnston is suggesting.
- He resigned from his RPAC when he got elected and he did NOT have a lot of those folks asking him to stay; was different in Antelope Valley.

**Supervisor Fesko:**

- Where is a conflict of interest if a County Engineer wants to be on an RPAC?
- RPACs are only advisory committees. Nothing generally comes to the Board from the RPACs directly.
- Just because someone takes an office does not mean you should have to give up constitutional rights, one being your property rights. If Supervisor Johnston wanted to join the AV RPAC (and it got approved), he has a right to voice his opinion.
- He will leave it to the RPAC members to decide whether he should be on the RPAC or not. He will also ask the AV RPAC about staggered terms.

**Supervisor Hunt:**

- Suggested we take public comment, then staff comment and finally address the issues Supervisor Johnston has brought up to see if Board can reach a consensus.
- Every citizen/resident in the county does have a right to voice their opinions; does a person have to be a sitting member ON an RPAC to do that? Can't they just voice their opinions?
- Should the board set up an RPAC structure?
- Need to ask whether or the system is broken? Should we just proceed as-is? We have such diversely different RPACs in each community.
- He wouldn't encourage Supervisors to be official members but we need flexibility.

**PUBLIC COMMENT**

**Tim Alpers (via conference call):**

- Doesn't feel RPACS can be micromanaged.
- Feels Supervisor Fesko should be able to decide whether he'd sit on the RPAC or not.
- Agrees that there needs to be terms, staggered, for all RPACs.
- He feels benefits of the members outweigh conflicts.
- Integrity of these RPACs are very important; doesn't want to discourage participation or membership.
- He doesn't have a problem who serves; it's a matter of judgment. We can't really afford to be choosy. He could support staggered terms but thinks each community should decide.

**Dan Anthony (Chair, AV RPAC):**

- RPAC members are volunteers only; they get no pay or reimbursement.
- They are only an advisory committee; all final decisions go through Planning Department and finally to the Board of Supervisors.
- RPAC is simply an avenue for the community to give their opinions.

**Note**

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

- Pertaining to Supervisor Fesko: he's been a member for 15 years. He was asked not to resign when he came to them after being elected with his resignation papers. He has a right to give his input on issues that affect him, his business and his community.
- He has refrained from voting on issues that may have a conflict.
- He wants Supervisor Fesko to remain on RPAC.

**Bruce Woodsworth:**

- Gave handout to Board (will go on web as additional documents).
- Went over various points on AV RPAC.
- He feels it's appropriate and beneficial for Supervisor Fesko to be on the AV RPAC.
- He doesn't want the RPACs to be intruded upon by Board involvement; it's working as it is. He is not in favor of imposing terms, doesn't feel it's necessary.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

*No one spoke.*

11. CLOSED SESSION

*There was nothing to report out of closed session.*

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente 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 Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Conference with Legal Counsel

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

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

D. 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: Inland Aquaculture Group LLC v. Mono County et al.

REGULAR AFTERNOON SESSION COMMENCES AT 2:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

**Note**

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

*No one spoke.*

13. REGULAR AGENDA AFTERNOON- NONE

ADJOURN at 2:02 p.m. in memory of Victor Musil: born May 1, 1932; died March 31, 2014. Survived by sons John, Bob & Steven; daughter's in law Michele, Brenda & Dawn and grandchildren Katherine and Justin.

ATTEST:

---

LARRY K. JOHNSTON  
CHAIRMAN

---

SHANNON KENDALL  
SR. DEPUTY CLERK OF THE BOARD



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Susi Bains, Wild Iris

**SUBJECT** Proclamation Designating the Month  
of April, 2014 as Sexual Assault  
Awareness Month

---

### AGENDA DESCRIPTION:

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

April is nationally recognized as Sexual Assault Awareness Month. Wild Iris is asking for county-wide participation to prevent sexual violence, and is asking the Board of Supervisors to approve an official proclamation to recognize April as Sexual Assault Awareness Month. This item has been approved for placement onto the agenda by Supervisor Hunt.

---

### RECOMMENDED ACTION:

Approve Proclamation.

---

### 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:

Click to download

[SA Staff Rpt](#)

[Proclamation](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/1/2014 8:00 AM	County Administrative Office	Yes
4/1/2014 4:24 PM	County Counsel	Yes
3/24/2014 3:38 PM	Finance	Yes



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

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## **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*

TO:           Honorable Board of Supervisors

FROM:       Shannon Kendall, Sr. Deputy Clerk

DATE:        April 8, 2014

### **Subject**

Proclamation designating the Month of April, 2014 as Sexual Assault Awareness Month.

### **Recommendation**

Approve Proclamation.

### **Discussion**

April is nationally recognized as Sexual Assault Awareness Month. Wild Iris is asking for county-wide participation to prevent sexual violence, and is asking the Board of Supervisors to approve an official proclamation to recognize April as Sexual Assault Awareness Month. This item has been approved for placement onto the agenda by Supervisor Hunt.

### **Fiscal Impact**

None.

## PROCLAMATION BY THE MONO COUNTY BOARD OF SUPERVISORS RECOGNIZING SEXUAL ASSAULT AWARENESS MONTH

**WHEREAS**, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of Mono County; and

**WHEREAS**, Rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in six women and one in thirty-three men will have experienced sexual assault in their lifetime; and

**WHEREAS**, We must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

**WHEREAS**, Staff and volunteers of anti-violence programs at Wild Iris encourage every person to speak out when witnessing acts of violence however small; and

**WHEREAS**, With leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in Mono County through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

**WHEREAS**, Wild Iris strongly supports the efforts of national, state, and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

**THEREFORE, BE IT RESOLVED** that the Mono County Board of Supervisors designate the month of April, 2014 as Sexual Assault Awareness Month and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in efforts to support victims and families, thereby preventing sexual assault and strengthening the communities in which we live.

---

Larry Johnston, Supervisor District #1

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Fred Stump, Supervisor District #2

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Tim Alpers, Supervisor District #3

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Tim Fesko, Supervisor District #4

---

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Susi Bains, Wild Iris

**SUBJECT** Proclamation Designating the Month  
of April, 2014 as Child Abuse  
Prevention Month

---

### AGENDA DESCRIPTION:

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

April is nationally recognized as Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence, and is asking the Board of Supervisors to approve an official proclamation to recognize April as Child Abuse Prevention Month. This item has been approved for placement onto the agenda by Supervisor Hunt.

---

### RECOMMENDED ACTION:

Approve Proclamation.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 /

---

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

[Child Abuse Staff](#)

[Child Abuse Proclamation](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/1/2014 8:00 AM	County Administrative Office	Yes
4/1/2014 4:24 PM	County Counsel	Yes
3/24/2014 3:39 PM	Finance	Yes



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

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

*Lynda Roberts, Clerk of the Board*

TO:           Honorable Board of Supervisors

FROM:       Shannon Kendall, Sr. Deputy Clerk

DATE:        April 8, 2014

### **Subject**

Proclamation designating the Month of April, 2014 as Child Abuse Prevention Month.

### **Recommendation**

Approve Proclamation.

### **Discussion**

April is nationally recognized as Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence, and is asking the Board of Supervisors to approve an official proclamation to recognize April as Child Abuse Prevention Month. This item has been approved for placement onto the agenda by Supervisor Hunt.

### **Fiscal Impact**

None.

**A PROCLAMATION OF THE MONO COUNTY  
BOARD OF SUPERVISORS, DECLARING APRIL, 2014  
AS CHILD ABUSE PREVENTION MONTH**

**WHEREAS**, the public cares deeply about child abuse, and a majority report that child abuse is a very important moral issue to them; and

**WHEREAS**, preventing child abuse and neglect is a community issue that depends on involvement among people throughout Mono County; and

**WHEREAS**, child abuse and neglect not only directly harm children, but also increase the likelihood of long-term physical and mental health problems, alcohol and substance abuse, continued family violence and criminal behavior; and

**WHEREAS**, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

**WHEREAS**, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

**WHEREAS**, child abuse and neglect can be reduced in Mono County by making sure each family has the support they need in raising their children in a safe, nurturing environment; and

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

**WHEREAS**, Wild Iris has set an important example of how forging collaborative relationships among service agencies and organizations serves to improve the quality of service for those profoundly and directly affected by child abuse, thus providing a model for how the rest of the community might work together to speak out and find solutions to end child abuse; and

**WHEREAS**, Wild Iris requests public support and assistance as it continues its effort to bring real hope for ending child abuse in Mono County and creating a future where all children can live free from abuse.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Mono County Board of Supervisors designate the month of April, 2014 as Child Abuse Prevention Month and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

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Larry Johnston, Supervisor District #1

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Fred Stump, Supervisor District #2

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Tim Alpers, Supervisor District #3

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Tim Fesko, Supervisor District #4

---

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2014

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Response to the California Highway  
Patrol Commissioner Regarding a  
New Office Location

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

At their March 20th meeting, the Bridgeport Valley RPAC voted unanimously to request the Board of Supervisors send the attached letter to California Highway Patrol Commissioner Farrow. The intention is to encourage the CHP to retain the office in Bridgeport, and work cooperatively with the State to make northern Mono County an attractive location.

### RECOMMENDED ACTION:

Authorize the Chair's signature on letter to California Highway Patrol Commissioner Farro. Provide any desired direction to staff.

### FISCAL IMPACT:

None at this time.

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 760.924.1814 / wsugimura@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

[BOS letter to CHP Commissioner](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/1/2014 8:01 AM	County Administrative Office	Yes
4/1/2014 4:24 PM	County Counsel	Yes
3/24/2014 3:42 PM	Finance	Yes



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

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

*Lynda Roberts, Clerk of the Board*

April 8, 2014

Mr. Joseph A. Farrow  
Commissioner  
California Highway Patrol  
PO Box 942898  
Sacramento, CA 94298-0001

Dear Commissioner Farrow:

Thank you for your letter dated December 10, 2013, responding to this Board's request to consider retaining the California Highway Patrol (CHP) office in the town of Bridgeport. We recognize the CHP's needs and interests when considering a new office location, and would like to proactively work with the CHP to create a welcoming and affordable area in Mono County.

We believe community-based law enforcement by our local Sheriff's deputies and CHP officers is the most effective means for maintaining public safety, and works best when the officers and their families are a recognized part of the community, attending local schools and participating in local activities. We understand that requiring officers to live within a specific county may not be possible, but ensuring they live within the State of California would further the mission of the CHP.

Northern Mono County can be attractive and affordable for officers, and Bridgeport is located centrally to local housing and the CHP service area. We would like to assist with exploring potential programs to incentivize assignments to rural areas like Bridgeport, and are wondering if hardship pay and/or housing allowances may be available. We will contact our state legislative representatives to investigate programs and options that may help increase the attractiveness of all north county communities.

In addition, Mono County will facilitate positive engagement by the community to assist with planning for and developing a new CHP office. The community is very supportive of retaining the CHP office, and the County has and will continue to provide resources to create a welcoming environment.

Above all, Mono County seeks to work collaboratively with the CHP to meet its mission while supporting our local communities. We believe both interests can be met, and appreciate your engagement in the matter.

Please contact Wendy Sugimura, Community Development Analyst, with any questions at 760.924.1814 or [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov).

Respectfully,  
MONO COUNTY BOARD OF SUPERVISORS

Larry K. Johnston, Chair

cc:     Alison Cooney, CHP Facilities Commander             Senator Tom Berryhill  
       Lt. Ron Cohan, CHP Bridgeport Area Commander        Assemblyman Frank Bigelow



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2014

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT** Amendment to Contract with Inyo  
County for Additional Funds

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Amendment #3 to Contract with County of Inyo for an increase in funds pertaining to the Senior Services Program.

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### RECOMMENDED ACTION:

Approve the County to enter into the proposed contract Amendment and authorize the Chief Administrative Officer for Mono County to execute such Amendment on behalf of the County. Provide any desired direction to staff.

---

### FISCAL IMPACT:

The proposed contract amendment will increase Mono County Senior Services revenue by \$771 for FY 2013-14.

---

**CONTACT NAME:** Kathy Peterson

**PHONE/EMAIL:** 760-924-1763 / kpeterson@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:

Kathy Peterson, Social Services

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

- [Staff Report - Inyo Contract Amendment #3](#)
- [Inyo Amendment #3](#)
- [Inyo Amendment #2](#)
- [Inyo Amendment #1](#)
- [Inyo Original Contract](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/2/2014 3:54 PM	County Administrative Office	Yes
4/2/2014 3:36 PM	County Counsel	Yes
4/2/2014 5:48 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON  
*Director*

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KP*

Date: March 18, 2014

Re: Amendment #3 to Contract between County of Inyo and County of Mono for an increase in funds related to the Senior Services Program.

**Recommended Action:**

Approve the County to enter into the proposed contract Amendment and authorize the Chief Administrative Officer for Mono County to execute such Amendment on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:**

The proposed contract amendment will increase Mono County Senior Services revenue by \$771 for FY 2013-14.

**Discussion:**

On September 18, 2012 this Board approved the execution of a three year contract between County of Inyo and County of Mono providing revenues for Mono County Senior Services for a contract period of October 1, 2012 through June 30, 2016. The total current contract amount is \$286,599.

The proposed contract amendment allows for a small increase in revenue for Mono County Senior Services in the amount of \$771 for fiscal year 2013-14. The reason for the increase is three-fold: 1) the State allowed Inyo County to roll over unspent Special Nutrition Funds from the three month to the nine month budget, 2) receipt of one-time-only State funds for this fiscal year, and 3) a small restoration of

federal sequestration funds to the Inyo County Senior Program budget. These events resulted in an increase of \$771 for Mono County.

Accordingly, the County of Inyo has forwarded to us for the Mono County Board of Supervisors' review and approval a contract amendment that achieves the following:

1. Increases funding for the period July 1, 2013 through June 30, 2014 to \$74,760.
2. Sets the three year contract limit to \$287,370.00.

A copy of the proposed County of Inyo Contract Amendment evidencing this increase is attached as Exhibit A to this Board Agenda Item.

I may be reached at 760/924-1763 if you have any questions. Thank you.

**AMENDMENT NUMBER 3 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
County of Mono  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services, of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated September 4, 2012, on County of Inyo Standard Contract No. 116, for the term from October 1, 2012 to June 30, 2016.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit Upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$287,370 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

In Attachment B, Agreement Between County of Inyo and County of Mono under the Schedule of Fees, second paragraph, fifth sentence and sixth sentence, the Schedule of fees is amended to read as follows:

The total contract amount for October 1, 2012 through June 30, 2013 is \$59,068 (remaining 3 quarters of the year). The total contract amount for July 1, 2013 through June 30, 2014 is \$74,760 and in future years the annual amount to be reimbursed would be approximately \$76,771.

The effective date of this Amendment to the Agreement is October 1, 2013.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 3 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**County of Mono**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Signature

\_\_\_\_\_  
Type or Print

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

**AREA PLAN**  
**Budget Display**  
**Fiscal Year 2013/14**  
**County of Inyo**  
**Eastern Sierra Agency on Aging**

	Mono 3 Month Allocation - Actual Spent	Mono 9 Month Allocation (includes OTO)	Mono Total Allocation
<b>Supportive Services</b>			
Legal			
I&A			
Transportation (86/14)	477	1,419	1,896
Assisted Transportation (75/25) In Home	3,410	10,132	13,542
Total Supportive Services	3,887	11,551	15,438
<b>Congregate Nutrition (85/15)</b>			
Federal Title IIIC1	4,852	15,847	20,699
General Fund C1	1,119	3,358	4,477
C1 Special Nutrition Funds	4,246	7,245	11,491
NSIP C1	370	1,499	1,869
Total Congregate Nutrition	10,587	27,949	38,536
<b>Home-Delivered Meals (90/10)</b>			
Federal Title IIIC2	1,852	5,427	7,279
General Fund C2	1,474	4,421	5,895
C2 Special Nutrition Funds	2,799	1,707	4,506
NSIP C2	614	2,492	3,106
Total Home Delivered Meals	6,739	14,047	20,786
<b>Grand Total - All Funds</b>	<b>21,213</b>	<b>53,547</b>	<b>74,760</b>
<b>Funding Summary</b>			
Federal Funds	11,575	36,816	48,391
State General Fund	2,593	7,779	10,372
Special Nutrition Funds	7,045	8,952	15,997
Total	21,213	53,547	74,760

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 15<sup>h</sup> day of *October* 2013 an order was duly made and entered as follows:

HHS-ESAAA/Mono  
County Services  
Contract Amendment

Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to ratify Amendment 2 to the Contract between the County of Inyo and Mono County for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County resident senior citizens decreasing the amount provided by \$3,307 to a total amount of \$286,599, for the period of October 1, 2012 through June 30, 2016; and authorize the Chairperson to sign. Motion carried unanimously.

*Mono County*  
*Fiscal*  
*File*

**RECEIVED**  
**NOV 12 2013**  
**MONO COUNTY**  
**DEPT. OF SOCIAL SERVICES**

WITNESS my hand and the seal of said Board this 15<sup>th</sup>

Day of October 2013



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

By: *Patricia Gunsolley*  
Patricia Gunsolley, Assistant

<b>Routing</b>
CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other HHS _____
DATE: October 29, 2013



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
22

- Consent Hearing  
 Scheduled Time for  
 Departmental  
 Closed Session  
 Correspondence Action  
 Informational  
 Public

**FROM:** HEALTH & HUMAN SERVICES – ESAAA

**FOR THE BOARD MEETING OF:** October 15, 2013

**SUBJECT:** Ratify Amendment #2 to the Contract with County of Mono for ESAAA Services to Seniors

**DEPARTMENTAL RECOMMENDATION:**

Request your Board ratify Amendment #2 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County resident senior citizens, in the total amount not to exceed \$286,599, resulting in a \$3,307 decrease provided for in the existing contract, for the period of October 1, 2012 through June 30, 2016, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This allocation was received in early July, and the amendment was sent to Mono County at that time for processing. The signed agreement was returned to our office mid-September and routed through the approval process.

This amendment is coming before you in order to update the FY 13/14 allocation amount with Mono County. Each year the California Department of Aging (CDA) sends out allocations for each Planning and Service Area (PSA). After the allocation is received, Inyo County HHS Staff further breaks down the allocations into what is available for Inyo County and what is available for Mono County based on the percentages that were approved by the Governing Board for the four year plan that is currently in place. Additionally, in FY 13/14 CDA sent the County of Inyo two State Contracts, splitting the fiscal year into a 3 month contract/budget, and a 9 month contract/budget. This amendment also addresses this issue and incorporates both of the contracts into the Mono County Contract.

The exact funding amounts per year for Mono services are as follows:

<u>Fiscal Year</u>
2012/13 (10/1-06/30) = \$59,068
2013/14 = \$73,989
2014/15 = \$76,771
2015/16 = \$76,771

Contingent upon State allocations in future years and any One Time Only funds or Sequestration cuts, the above amounts could be lower or higher.

**ALTERNATIVES:**

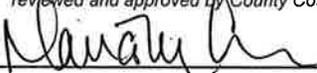
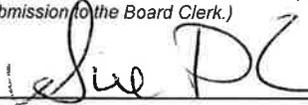
Board could choose not to approve this request, resulting in the possibility of Mono County invoicing for an amount that is higher than the actual allocation available.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging

**FINANCING:**

Funding for this contract comes from California Department of Aging State and Federal Funds. This is budgeted in the ESAAA Budgets (683000 and 683001) in Other County Contributions (5539). No County General Funds.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>9.18.13</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>9/20/2013</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>9/23/13</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 9-30-12

# Attachment A

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
County of Mono  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services, of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated September 4, 2012, on County of Inyo Standard Contract No. 116, for the term from October 1, 2012 to June 30, 2016.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit Upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$286,599 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

In Attachment A, Agreement Between County of Inyo and County of Mono under the Scope of Work, first paragraph, the Scope of Work is amended to read as follows:

Contractor will provide the following senior services within Mono County according to the requirements of the Older Americans Act and applicable Federal and State regulatory standards as outlined in the attached Standard Agreements, for Contract #A3-1314-16 and Contract #A9-1314-16 with the State of California and California Department of Aging. Both of the contracts with the State of California are attached and incorporated herein.

In Attachment B, Agreement Between County of Inyo and County of Mono under the Schedule of Fees, second paragraph, fifth sentence and sixth sentence, the Schedule of fees is amended to read as follows:

The total contract amount for October 1, 2012 through June 30, 2013 is \$59,068 (remaining 3 quarters of the year). The total contract amount for July 1, 2013 through June 30, 2014 is \$73,989 and in future years the annual amount to be reimbursed would be approximately \$76,771.

The effective date of this Amendment to the Agreement is July 1, 2013.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
County of Mono  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

18 IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF October, 2013.

COUNTY OF INYO

By: Linda Arcularisse  
Dated: 10-18-13

CONTRACTOR

By: J. Heddy  
Signature  
Jim Heddy  
Type or Print  
Dated: 9/10/13

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]  
County Risk Manager

**Inyo - Mono - Contract Split  
Budget Display  
Fiscal Year 2012/13**

	Baseline	Actual Amounts Expended	
		3 Month	9 Month
		Mono County 1/4 of funds	Mono County
<b>County of Inyo</b>			
<b>Supportive Services</b>			
Federal Title IIIB	107,406	4,948	12,527
Lifeline	1,912		
Legal	19,632		
I&A	16,414		
Transportation (88/14)	12,000	2,500	1,070
Assisted Transportation (75/25)	52,078	2,448	11,457
In Home	5,370		
<b>Total Supportive Services</b>	<b>107,406</b>	<b>4,948</b>	<b>12,527</b>
<b>Ombudsman</b>			
Federal Title IIIB	15,260		
Federal Title VIIa	19,513		
Special Deposit (SDF)	1,241		
SNF Quality & Accountability	16,997		
<b>Total Ombudsman</b>	<b>53,011</b>		
<b>Congregate Nutrition (85/15)</b>			
Federal Title IIIC1	141,451	9,725	16,067
General Fund C1	58,448	4,018	6,575
NSIP C1	15,976	1,098	2,042
<b>Total Congregate Nutrition</b>	<b>215,875</b>	<b>14,841</b>	<b>24,684</b>
<b>Home-Delivered Meals (90/10)</b>			
Federal Title IIIC2	70,479	4,845	5,348
General Fund C2	190,266	13,082	14,271
NSIP C2	32,415	2,229	2,763
<b>Total Home Delivered Meals</b>	<b>293,160</b>	<b>20,156</b>	<b>22,382</b>
<b>Disease Prevention</b>			
Federal Title IIID	2,582	-	0
<b>Total Disease Prevention</b>	<b>2,582</b>		
<b>Family Caregiver</b>			
Federal Title IIIE	17,007	-	0
<b>Total Title IIIE</b>	<b>17,007</b>		
<b>Elder Abuse</b>			
Federal Title VIb	637	-	-
<b>Total Elder Abuse</b>	<b>637</b>		
<b>Administration</b>			
Federal Title IIIB	19,197		
Federal Title IIIC1	22,836		
Federal Title IIIC2	11,278		
Federal Title IIIE	7,932		
General Fund C1	108		
General Fund C2	29		
<b>Total Administration</b>	<b>61,180</b>		
<b>Grand Total - All Funds</b>	<b>750,878</b>	<b>39,945</b>	<b>59,593</b>

\* Transportation is calculated at 88% Inyo/14% Mono; Assisted Transportation is calculated at 75% Inyo/25% Mono; Congregate Nutrition is calculated at 85% Inyo/15% Mono; Home Delivered is calculated at 90% Inyo/10% Mono

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO  
AND County of Mono  
FOR THE PROVISION OF Senior SERVICES

TERM:

FROM: 10/01/12 TO: 06/30/16

SCOPE OF WORK:

Contractor will provide the following senior services within Mono County according to the requirements of the Older Americans Act and applicable Federal and State regulatory standards as outlined in the attached Standard Agreement for Contract #AP-1213-16 with the State of California and California Department of Aging. The contract with the State of California is attached and incorporated herein.

<u>Service</u>	<u>Minimum Units of Service</u>
1. Home Delivered Meals:	
a. October 1, 2012 through June 30, 2013	2,873 meals
b. Each Fiscal Year beginning July 1, 2013	3,831 meals
2. Congregate Meals:	
a. October 1, 2012 through June 30, 2013	2,138 meals
b. Each Fiscal Year beginning July 1, 2013	2,850 meals
3. Transportation:	
a. October 1, 2012 through June 30, 2013	210 one-way trips
b. Each Fiscal Year beginning July 1, 2013	280 one-way trips
4. Assisted Transportation:	
a. October 1, 2012 through June 30 2013	36 one-way trips
b. Each Fiscal Year beginning July 1, 2013	49 one-way trips

Contractor will provide a monthly summary of service activity in the above categories in terms of identified units of service according to administrative requirements specified by the County.

Contractor's good-faith failure to render any minimum number of service units, despite best efforts, shall not constitute a breach of this Agreement.

Notwithstanding Paragraph 14, this Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO  
AND County of Mono  
FOR THE PROVISION OF Senior SERVICES

TERM:

FROM: 10/01/12 TO: 06/30/16

SCHEDULE OF FEES:

Contractor will submit an Area Plan Budget (CDA 122) to Eastern Sierra Area Agency on Aging (ESAAA) each year by July 1, as required by the California Department of Aging (CDA). Contractor will also submit as required by the CDA, the Financial Closeout Report (CDA 180) within 45 days following the end of the fiscal year or within 30 days following termination prior to the end of the contract period, unless otherwise specified by the CDA.

Contractor will submit an invoice for the actual quarterly expenditures and ESAAA will reimburse based on the actual expenditures up to the maximum quarterly amount (1/4 of the total annual contract amount). If Contractor's expenses are either less than or over the quarterly maximum, those differences may be reconciled with future quarters' funds, within the same fiscal year, so long as the Contractor is continuing to provide services pursuant to this contract within those same future quarters. The quarterly invoice shall be submitted by Contractor to the ESAAA administrative services contractor (Inyo County) by the tenth (10<sup>th</sup>) of the month following the end of the quarter for services delivered in the previous quarter, and shall be paid by ESAAA by the end of the month after the quarterly invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice. The total contract amount for October 1, 2012 through June 30, 2013 is \$58,388 (remaining 3 quarters of the year). In future years, if the allocation amount were to remain the same, the annual amount to be reimbursed would be approximately \$76,771. Payment will be conditioned on monthly submission of service activity reports as specified in Attachment A. The monthly service report shall be submitted by Contractor to the ESAAA administrative services contractor (Inyo County) by the tenth (10<sup>th</sup>) of each month for services delivered in the previous month. Both invoice and service activity reports shall be submitted to Inyo County Health & Human Services, PO Drawer A, Independence, CA 93526 or by electronic means specified by the ESAAA administrative services contractor (Inyo County).

The contract amount noted above is based on the most recent allocation letter from the California Department of Aging (CDA). If future allocations to ESAAA from CDA are reduced, a revised contract amount shall be calculated based on the most recent allocation letter. Subsequently, Contractor's maximum contract amount is subject to change annually.

Notwithstanding Paragraph 14, this Agreement may be cancelled by County without cause, and at will, for any reason by giving the Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**County of Mono**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services, of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated September 4, 2012, on County of Inyo Standard Contract No. 116, for the term from October 1, 2012 to June 30, 2016.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit Upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$289,906 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

In Attachment B, Agreement Between County of Inyo and County of Mono under the Schedule of Fees, second paragraph, fifth sentence, the Schedule of fees is amended to read as follows:

The total contract amount for October 1, 2012 through June 30, 2013 is \$59,593 (remaining 3 quarters of the year).

The effective date of this Amendment to the Agreement is October 1, 2012.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**County of Mono**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By: *Rynelle Salcido*  
Signature

Lynda Salcido  
Type or Print

Dated: 2-12-13

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

**Inyo - Mono - Contract Split  
Budget Display  
Fiscal Year 2012/13**

**County of Inyo**

Actual  
Amounts  
Expended  
3 Month      9 Month

Baseline	Actual Amounts Expended	
	Mono County 1/4 of funds	Mono County
<b>Supportive Services</b>		
Federal Title IIIB	107,408	4,948
Lifeline	1,912	
Legal	19,832	
I&A	16,414	
Transportation (86/14)	12,000	2,500
Assisted Transportation (75/25)	52,078	2,448
In Home	5,370	
<b>Total Supportive Services</b>	<b>107,408</b>	<b>4,948</b>
<b>Ombudsman</b>		
Federal Title IIIB	15,280	
Federal Title VIIa	19,513	
Special Deposit (SDF)	1,241	
SNF Quality & Accountability	16,997	
<b>Total Ombudsman</b>	<b>53,011</b>	<b>-</b>
<b>Congregate Nutrition (86/15)</b>		
Federal Title IIIC1	141,451	9,725
General Fund C1	58,448	4,018
NSIP C1	15,976	1,098
<b>Total Congregate Nutrition</b>	<b>215,875</b>	<b>14,841</b>
<b>Home-Delivered Meals (90/10)</b>		
Federal Title IIIC2	70,479	4,845
General Fund C2	190,288	13,082
NSIP C2	32,415	2,229
<b>Total Home Delivered Meals</b>	<b>293,180</b>	<b>20,156</b>
<b>Disease Prevention</b>		
Federal Title IIID	2,582	-
<b>Total Disease Prevention</b>	<b>2,582</b>	<b>-</b>
<b>Family Caregiver</b>		
Federal Title IIIE	17,007	-
<b>Total Title IIIE</b>	<b>17,007</b>	<b>-</b>
<b>Elder Abuse</b>		
Federal Title VIIb	637	-
<b>Total Elder Abuse</b>	<b>637</b>	<b>-</b>
<b>Administration</b>		
Federal Title IIIB	19,197	
Federal Title IIIC1	22,838	
Federal Title IIIC2	11,278	
Federal Title IIIE	7,932	
General Fund C1	108	
General Fund C2	29	
<b>Total Administration</b>	<b>61,180</b>	<b>-</b>
<b>Grand Total - All Funds</b>	<b>750,878</b>	<b>39,945</b>

\* Transportation is calculated at 86% Inyo/14% Mono; Assisted Transportation is calculated at 75% Inyo/25% Mono; Congregate Nutrition is calculated at 86% Inyo/14% Mono; Home Delivered is calculated at 90% Inyo/10% Mono

***In the Rooms of the Board of Supervisors***

County of Inyo, State of California

*Mono County - only  
Fiscal  
file  
BAS - original*

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 4<sup>th</sup> day of September, 2012 an order was duly made and entered as follows: **AMENDED**

HHS-  
ESAAA/Mono  
County Contract  
for Resident  
Services

Ms. Jean Turner, Director of Health and Human Services and Executive Director of the Eastern Sierra Area Agency on Aging, provided further information and clarification on the request to Contract with Mono County, as a sub contractor, to provide Mono County resident senior services. Ms. Turner explained that the interim contract for services will expire at the end of September and this Contract is offering Mono County the opportunity to provide its citizens with the senior services they have been providing over the past several years. Ms. Turner went on to explain that contained within this Contract is the congregate and home delivered meals program along with a 90 day escape clause. She said that the 90 day clause will provide Inyo - in the event Inyo staff would end up providing senior services in Mono County - the ability to meet the implementation requirements of providing meals, i.e., freezer space, proper temperature, food storage space, etc., so that there is a smooth transition with no interruption in meal services to the seniors. Supervisor Arcularius commented on the contract noting that this Contract provides Mono County the opportunity to continue to provide services, including congregate and home delivered meals to its seniors, while ensuring that contingencies are in place so that ESAAA can continue to provide meal services to Mono seniors with no interruption should Mono County choose not to continue this Contract. Supervisor Arcularius reiterated her belief, which was affirmed by the remaining Board Members that Inyo County is committed to administering a program that benefits every citizen receiving services in Inyo and Mono counties in the most efficient and cost effective way. Moved by Supervisor Cash and seconded by Supervisor Arcularius to approve the Agreement between the County of Inyo and the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County resident senior citizens, in the amount of \$288,701 for the period of October 1, 2012 through June 30, 2016, contingent upon (a) the Board's adoption of future budgets; and (b) obtaining the appropriate Mono County signatures by September 25, 2012; and authorize the Chairperson to sign. Motion carried unanimously, with Supervisor Cervantes absent.

WITNESS my hand and the seal of said Board this 4<sup>th</sup>

Day of September 2012



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

By:

*Patricia Gunsolley*  
Patricia Gunsolley, Assistant

<b>Routing</b>	
CC	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	_____
Other HHS	_____
DATE: September 19, 2012	

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** County of Mono  
**FOR THE PROVISION OF** Senior **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the community based senior services of Mono County Social Services of County of Mono (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from October 1, 2012 to June 30, 2016 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$288,701 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment C, upon executing this Agreement.

**4. WORK SCHEDULE.**

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

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

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses

or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.epls.gov>.

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

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

#### 7. COUNTY PROPERTY.

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

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

#### 8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

#### 9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

**10. STATUS OF CONTRACTOR.**

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

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

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

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

**11. DEFENSE AND INDEMNIFICATION.**

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

**12. RECORDS AND AUDIT.**

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

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

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**18. CONFIDENTIALITY.**

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**23. ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, 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.

**24. AMENDMENT.**

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

**25. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
Health & Human Services	Department
PO Drawer A	Street
Independence, CA 93526	City and State

Contractor:	
County of Mono	Name
P.O. Box 576	Street
Bridgeport, CA 93517	City and State

**26. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** County of Mono  
**FOR THE PROVISION OF** Senior **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 1st DAY OF OCTOBER, 2012.

**COUNTY OF INYO**

By: Marty Fortney  
Dated: 10-12-12

**CONTRACTOR**

By: James M. Arkins  
Signature  
JAMES M. ARKINS  
Print or Type Name  
Dated: 9/18/2012

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO  
AND County of Mono  
FOR THE PROVISION OF Senior SERVICES

TERM:

FROM: 10/01/12 TO: 06/30/16

SCOPE OF WORK:

Contractor will provide the following senior services within Mono County according to the requirements of the Older Americans Act and applicable Federal and State regulatory standards as outlined in the attached Standard Agreement for Contract #AP-1213-16 with the State of California and California Department of Aging. The contract with the State of California is attached and incorporated herein.

<u>Service</u>	<u>Minimum Units of Service</u>
1. Home Delivered Meals:	
a. October 1, 2012 through June 30, 2013	2,873 meals
b. Each Fiscal Year beginning July 1, 2013	3,831 meals
2. Congregate Meals:	
a. October 1, 2012 through June 30, 2013	2,138 meals
b. Each Fiscal Year beginning July 1, 2013	2,850 meals
3. Transportation:	
a. October 1, 2012 through June 30, 2013	210 one-way trips
b. Each Fiscal Year beginning July 1, 2013	280 one-way trips
4. Assisted Transportation:	
a. October 1, 2012 through June 30 2013	36 one-way trips
b. Each Fiscal Year beginning July 1, 2013	49 one-way trips

Contractor will provide a monthly summary of service activity in the above categories in terms of identified units of service according to administrative requirements specified by the County.

Contractor's good-faith failure to render any minimum number of service units, despite best efforts, shall not constitute a breach of this Agreement.

Notwithstanding Paragraph 14, this Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO  
AND County of Mono  
FOR THE PROVISION OF Senior SERVICES

TERM:

FROM: 10/01/12 TO: 06/30/16

SCHEDULE OF FEES:

Contractor will submit an Area Plan Budget (CDA 122) to Eastern Sierra Area Agency on Aging (ESAAA) each year by July 1, as required by the California Department of Aging (CDA). Contractor will also submit as required by the CDA, the Financial Closeout Report (CDA 180) within 45 days following the end of the fiscal year or within 30 days following termination prior to the end of the contract period, unless otherwise specified by the CDA.

Contractor will submit an invoice for the actual quarterly expenditures and ESAAA will reimburse based on the actual expenditures up to the maximum quarterly amount (1/4 of the total annual contract amount). If Contractor's expenses are either less than or over the quarterly maximum, those differences may be reconciled with future quarters' funds, within the same fiscal year, so long as the Contractor is continuing to provide services pursuant to this contract within those same future quarters. The quarterly invoice shall be submitted by Contractor to the ESAAA administrative services contractor (Inyo County) by the tenth (10<sup>th</sup>) of the month following the end of the quarter for services delivered in the previous quarter, and shall be paid by ESAAA by the end of the month after the quarterly invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice. The total contract amount for October 1, 2012 through June 30, 2013 is \$58,388 (remaining 3 quarters of the year). In future years, if the allocation amount were to remain the same, the annual amount to be reimbursed would be approximately \$76,771. Payment will be conditioned on monthly submission of service activity reports as specified in Attachment A. The monthly service report shall be submitted by Contractor to the ESAAA administrative services contractor (Inyo County) by the tenth (10<sup>th</sup>) of each month for services delivered in the previous month. Both invoice and service activity reports shall be submitted to Inyo County Health & Human Services, PO Drawer A, Independence, CA 93526 or by electronic means specified by the ESAAA administrative services contractor (Inyo County).

The contract amount noted above is based on the most recent allocation letter from the California Department of Aging (CDA). If future allocations to ESAAA from CDA are reduced, a revised contract amount shall be calculated based on the most recent allocation letter. Subsequently, Contractor's maximum contract amount is subject to change annually.

Notwithstanding Paragraph 14, this Agreement may be cancelled by County without cause, and at will, for any reason by giving the Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO**  
AND: County of Mono  
FOR THE PROVISION OF Senior SERVICES

TERM:

FROM: 10/01/12 TO: 06/30/16

Form W-9

Request for Taxpayer  
Identification Number and Certification  
*(Please submit W-9 form with Contract, available on-line or by County)*

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** County of Mono  
**FOR THE PROVISION OF** Senior **SERVICES**

**TERM:**

**FROM:** 10/01/12 **TO:** 06/30/16

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 2**  
**Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

### **Waiver of Subrogation**

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

### **Verification of Coverage**

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2014

**Departments: Elections**

**TIME REQUIRED**

**SUBJECT** Appointments in Lieu of Election

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Make appointments to the board of the Mono City Fire Protection District pursuant to California Elections Code sections 10515 (a) and (b).

---

### RECOMMENDED ACTION:

Appoint Jack Shipley and Barbara Wanner to the board of the Mono City Fire Protection District to serve through November 30, 2016.

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### FISCAL IMPACT:

None.

---

**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:

Click to download

- [Appointments Mono City FPD board](#)
  - [Request for appointments](#)
  - [Resolution R12-64](#)
-

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/1/2014 8:00 AM	County Administrative Office	Yes
4/1/2014 4:24 PM	County Counsel	Yes
3/24/2014 3:43 PM	Finance	Yes



# CLERK-RECORDER-REGISTRAR COUNTY OF MONO

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5538 • FAX (760) 932-5531

*Lynda Roberts*  
Clerk-Recorder  
[lroberts@mono.ca.gov](mailto:lroberts@mono.ca.gov)

*Linda Romero*  
Assistant Clerk-Recorder  
[lromero@mono.ca.gov](mailto:lromero@mono.ca.gov)

To: Honorable Board of Supervisors  
From: Lynda Roberts, Elections Official  
Date: April 8, 2014

## Subject

Appointments in Lieu of Election

## Recommendation

Appoint Jack Shipley and Barbara Wanner to the board of the Mono City Fire Protection District to serve through November 30, 2016.

## Discussion

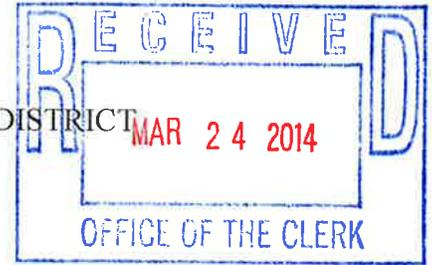
Pursuant to California Elections Code §10515(a)<sup>1</sup>, the Board of Supervisors needs to approve, in lieu of election, the appointments of Jack Shipley and Barbara Wanner who have been serving on the board of the Mono City Fire Protection District. The Fire District submitted these two names in accordance with the procedure specified in Resolution R12-64.

## Fiscal Impact

None

<sup>1</sup>California Elections Code §10515(a), the supervising authority (meaning the Board of Supervisors) shall make appointments to special districts if by 5:00 p.m. on the 83<sup>rd</sup> day prior to the general election, (1) only one person has filed a declaration of candidacy for office, (2) no one has filed a declaration of candidacy for office, (3) the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled, or (4) the number of candidates for director at large from a division does not exceed the number required to be elected director at large. The Elections Official shall present these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons who have filed declarations of candidacy. Pursuant to California Elections Code §10515(b), if no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.

MONO CITY VOLUNTEER FIRE PROTECTION DISTRICT  
PO Box 156  
Lee Vining, CA 93541



March 23, 2014

Lynda Roberts  
Mono County Clerk/Recorder/Registrar  
PO Box 237  
Bridgeport, CA 93517

Dear Ms. Roberts,

At a meeting of the Fire Commissioners for the Mono City Volunteer Fire Protection District, held on March 16, 2014, the commissioners voted to recommend that the Mono County Board of Supervisors reappoint Jack Shipley and Barbara Wanner to serve again in their positions that are expiring. Please share this recommendation with the Board.

Thank you very much.

David Carle  
Fire Commissioner  
Mono City Volunteer Fire Protection District  
PO Box 156, Lee Vining, CA 93541

personal email: [carle@qnet.com](mailto:carle@qnet.com)  
phone: 760 647-6431



RESOLUTION NO. R12- 64

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
ESTABLISHING A PROCESS TO SOLICIT NAMES OF QUALIFIED PERSONS  
WHOM THE BOARD OF SUPERVISORS MAY CONSIDER FOR APPOINTMENT TO  
A SPECIAL DISTRICT ELECTIVE OFFICE WHENEVER SUCH AN APPOINTMENT  
IS REQUIRED BY CALIFORNIA ELECTIONS CODE SECTION 10515**

**WHEREAS**, pursuant to California Elections Code §10515(a), the supervising authority (meaning the Board of Supervisors) shall make appointments to elective offices of special districts if by 5:00 p.m. on the 83<sup>rd</sup> day prior to the general election (1) only one person has filed a declaration of candidacy for office, (2) no one has filed a declaration of candidacy for office, (3) the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled, or (4) the number of candidates for director at large from a division does not exceed the number required to be elected director at large; and a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, requesting that the general district election be held has not been presented to the officer conducting the election, and;

**WHEREAS**, pursuant to California Elections Code §10515(a), the officer conducting the election (generally, the County Elections Official) shall present these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons who have filed declarations of candidacy, and;

**WHEREAS**, pursuant to California Elections Code §10515(b), if no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person

1 to the office who is qualified on the date when the election would have been held. The  
2 person appointed shall qualify and take office and serve exactly as if elected at a general  
3 district election for the office, and;

4 **WHEREAS**, state law does not set forth any particular process for the Board to utilize  
5 in identifying qualified persons whom the Board may consider for such appointment; and

6 **WHEREAS**, the Board finds it would be beneficial for all interested parties to have a  
7 pre-established and known process by which the Board will solicit names to consider for such  
8 appointments.

9 **NOW THEREFORE BE IT RESOLVED** by the Mono County Board of Supervisors that  
10 the following process shall be utilized to solicit names of qualified persons whom the Board  
11 may consider for appointment to a special district elective office whenever such an  
12 appointment is required by California Elections Code section 10515:

13 1. After the close of the filing period for candidates to be elected to special district  
14 offices, if it appears to the County elections official that an appointment to such an  
15 office by the Board of Supervisors will be required by California Elections Code  
16 §10515 with respect to a special district, then County elections official will so notify the  
17 secretary of that district. The notice shall also invite the district to provide the County  
18 elections official with the name or names of any qualified persons recommended by  
19 the district for such appointment by the Board of Supervisors, within 30 days from the  
20 date the notice is sent.

21  
22  
23 2. If the County elections official does not timely receive any such recommendation from  
24 the district, then the County elections official will place an announcement in the  
25 newspaper to advertise the open seat(s) on the board of the special district and call  
26 for letters of interest to be sent to the elections official by a given deadline.

1 3. In addition, members of the Board of Supervisors may make recommendations of  
2 qualified persons for the entire Board to consider for such appointments.

3  
4 4. The persons whose names were obtained through the above process shall then be  
5 duly considered by the Board of Supervisors for appointment pursuant to Elections  
6 Code section 10515. (NOTE: Pursuant to Elections Code §10507, the term of office  
7 for a special district office holder is four years or until his or her successor qualifies  
8 and take office. Thus, in a situation where the Board of Supervisors is required to  
9 appoint an office holder pursuant to Elections Code section 10515 but does not do so  
10 before the end of the incumbent office holder's regular four-year term, the incumbent's  
11 term may continue beyond four years, until the person appointed by the Board is  
12 qualified and takes office. The person so appointed by the Board may or may not be  
13 the incumbent office holder; in no event does an incumbent's term automatically renew  
14 for another four years.)

15 **APPROVED AND ADOPTED** this 11th day of September, 2012, by the following vote  
16 of the Board of Supervisors, County of Mono:

17 **AYES** : **Supervisors Bauer, Hansen, Hunt and Johnston.**

18 **NOES** : **None.**

19 **ABSENT** : **Supervisor Hazard.**

20 **ABSTAIN** : **None.**



**VIKKI BAUER, CHAIR  
BOARD OF SUPERVISORS**

24 **ATTEST:**

25   
26 **LYNDA ROBERTS  
CLERK OF THE BOARD**

**APPROVED AS TO FORM:**

27   
28 **MARSHALL RUDOLPH  
COUNTY COUNSEL**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2014

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Appointment of Mono Basin Regional  
Planning Advisory Committee  
Member

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Consider appointment of one new member, Paul McFarland, to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers.

---

### RECOMMENDED ACTION:

Appoint Paul McFarland to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers. His term to expire 12/31/15.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Heather deBethizy

**PHONE/EMAIL:** 760-924-1812 / hdebethizy@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:

Heather deBethizy

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[staff report](#)

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/2/2014 8:09 AM	County Administrative Office	Yes
4/1/2014 4:25 PM	County Counsel	Yes
4/2/2014 5:51 PM	Finance	Yes

# Mono County Community Development Department

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

## Planning Division

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

April 8, 2014

**To:** Mono County Board of Supervisors  
**From:** Heather deBethizy, Associate Planner, for Tim Alpers, Supervisor  
**Subject:** Appointment of Mono Basin Regional Planning Advisory Committee Member (Consent Item)

### Action Requested

Consider appointment of one new member, Paul McFarland, to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers.

### 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 Alpers, District 3, requests Board consideration of his recommendation for membership / term for the Mono Basin Regional Planning Advisory Committee (10 members total including McFarland, one vacancy).

New member recommended for appointment:

- Paul McFarland  
(would fill one vacancy)

Terms to Expire (all two-year terms):

12-31-15

Other existing members (for information):

Lisa Cutting	12-31-15
Tim Hansen	12-31-15
Mark Logan	12-31-15
Bartshe Miller	12-31-14
Katie Bellomo	12-31-14
Zane Davis	12-31-14
Chris Lizza	12-31-14
Ilene Mandelbaum	12-31-14

If you have any questions regarding this item, please contact Supervisor Alpers or Heather deBethizy at 924-1812.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2014

**Departments:** District Attorney; Human Resources

**TIME REQUIRED**

**SUBJECT** At-Will Contract for Brad Braaten,  
Deputy District Attorney III

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Brad Braaten as District Attorney III and prescribing the compensation, appointment and conditions of said employment.

---

### RECOMMENDED ACTION:

Approve Resolution #R14\_\_\_, approving a contract with Brad Braaten as Deputy District Attorney III and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

---

### FISCAL IMPACT:

The cost of this position for the remainder of FY 13/14 is approximately \$42,227.40 of which \$26,865.00 is salary; \$5,375.15 is the employer portion of PERS, and \$9,987.25 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (14/15) would be \$168,909.59 of which \$107,460.00 is salary; \$21,500.60 is the employer portion of PERS and \$39,948.99 is the cost of benefits.

---

**CONTACT NAME:** Bill Van Lente

**PHONE/EMAIL:** (760) 932-5411 / bvanlente@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](#)

- [📄 Braaten Staff Rpt](#)
- [📄 Braaten Resolution](#)
- [📄 Braaten Contract](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/2/2014 3:54 PM	County Administrative Office	Yes
4/2/2014 3:35 PM	County Counsel	Yes
4/2/2014 5:47 PM	Finance	Yes

# County of Mono Office of the District Attorney

[www.monocountydistrictattorney.org](http://www.monocountydistrictattorney.org)

**Bridgeport Office:**  
Main St. Court House, P.O. Box 617  
Bridgeport, CA. 93517  
Tel:(760)932-5550 fax: (760)932-5551



**Mammoth Office:**  
Sierra Center Mall, P.O. Box 2053  
Mammoth Lakes, CA. 93546  
Tel:(760)924-1710 fax: (760)924-1711

**Tim Kendall - District Attorney**

TO: Honorable Board of Supervisors  
FROM: Tim Kendall, District Attorney  
DATE: March 25, 2014

**Time Needed:** On Consent Agenda.

**Subject**

At-Will Contract with Brad Braaten for the Deputy District Attorney III Position.

**Recommendation**

Approval of said Contract for Brad Braaten.

**Discussion**

After the successful recruitment and hiring of Kevin Christensen for the vacant Deputy District Attorney position, he gave notice after two months to resign in order to take a position with the San Bernardino County District Attorney.

We recruited for the vacancy again and had 5 applicants of which two were granted interviews. Brad Braaten comes to us from the Riverside County District Attorney's Office where he has worked for the past 7 years and has serious felony experience which will allow him to hit the ground running with no training necessary.

Mr. Braaten has proven himself and will be able to effectively represent the residence of our County. He will be a great asset to Mono County and to the Mono County District Attorney's Office.

**Fiscal Impact**

The cost of this position for the remainder of FY 13/14 is approximately \$**42,227.40** of which \$ **26,865.00** is salary; \$ **5,375.15** is the employer portion of PERS, and \$**9,987.25** is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (14/15) would be \$ **168,909.59** of which \$**107,460.00** is salary; \$**21,500.60** is the employer portion of PERS and \$**39,948.99** is the cost of benefits.

If you have any questions about this contract renewal, please feel free to contact me at (760) 932-5413.



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**RESOLUTION NO. R14-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH BRAD BRAATEN  
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 Brad Braaten 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 Brad Braaten. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 8<sup>th</sup>. day of April, 2014, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

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

\_\_\_\_\_  
Larry K. Johnston, Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

## **AGREEMENT RE EMPLOYMENT OF BRAD BRAATEN**

This Agreement is entered into this 7th day of April, 2014, by and between Brad Braaten and the County of Mono.

### **I. RECITALS**

The County wishes to employ Mr. Brad Braaten as a Deputy District Attorney III on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Braaten wishes to accept such employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be April 7, 2014, until April 7, 2017, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Braaten in writing no later than October 7, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Braaten shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Braaten 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. Braaten as a result of the cured breach. If the County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing April 7, 2014, Mr. Braaten shall be employed by Mono County as a Deputy District Attorney III, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. Mr. Braaten accepts such employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to Mr. Braaten's employment.
3. Effective April 7, 2014, Mr. Braaten's salary shall be \$8,955 per month. Mr. Braaten 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. Braaten 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 annually of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Braaten understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Due to Mr. Braaten's start date of April 7, 2014, his merit leave shall be pro-rated to 60 hours for 2014.)

5. To the extent deemed appropriate by the District Attorney, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Braaten'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. Braaten shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.5% at 55 with recognition given for applicable prior PERS service credit), 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. Braaten 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. Braaten 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. Braaten'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. Braaten's employment, the District Attorney may terminate Mr. Braaten'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. Braaten 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 District Attorney may, in his discretion, take during Mr. Braaten's employment.
9. In the event that such a termination without cause occurs after April 7, 2015, (i.e., after the first twelve months of employment), Mr. Braaten shall receive as severance pay a lump sum equal to three months' salary or, to the extent that fewer than three full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Braaten 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. Braaten shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Braaten that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In such a renewed agreement, the parties intend to increase Mr. Braaten's severance pay to six months' salary. 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. Braaten shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he gives his 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. Braaten 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.



**III. EXECUTION:**

This Agreement shall be deemed executed as of April 7, 2014.

BRAD BRAATEN

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_  
By: Larry K. Johnston, 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** April 8, 2014

**Departments: Assessor**

**TIME REQUIRED** 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Bob Musil

**SUBJECT** Annual Assessed Value Notices

### AGENDA DESCRIPTION:

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

Proposed resolution authorizing the Assessor to Use the County Website to Provide Value Notices Pursuant to California Revenue and Taxation Code 621.

### RECOMMENDED ACTION:

Adopt proposed resolution #R14-\_\_\_\_\_, authorizing the Assessor to Use the County Website to Provide Value Notices Pursuant to California Revenue and Taxation Code 621. Provide any desired direction to staff.

### FISCAL IMPACT:

Approximately \$1,500 in annual savings for postage, materials and staff time.

**CONTACT NAME:** Bob Musil

**PHONE/EMAIL:** 760-932-5515 / bmusil@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Example of Value Notices](#)
- [Value Notice Resolution](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/1/2014 8:02 AM	County Administrative Office	Yes
4/2/2014 12:40 PM	County Counsel	Yes
3/24/2014 3:36 PM	Finance	Yes



## Office of the Assessor COUNTY OF MONO

P.O. BOX 456, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5510 FAX (760) 932-5511

**Bob Musil**  
**Assessor**

To: Honorable Board of Supervisors

From: Bob Musil, Assessor

Date: April 8, 2014

Subject

Approval for Online Posting of Annual Assessed Value Notices.

Recommendation

Approve Resolution 14-\_\_\_\_\_, allowing the assessor to post assessed value notices for all properties on the county website.

Discussion

California Revenue and Taxation Code §619 requires that the assessor shall, upon or prior to completion of the local roll, do either of the following:

(1) Inform each assessee of real property on the local secured roll whose property's full value has increased over its full value for the prior year of the assessed value of that property as it shall appear on the completed local roll.

(2) Inform each assessee of real property on the local secured roll, or each assessee on the local secured roll and each assessee on the unsecured roll, of the assessed value of his or her real property or of both his or her real and his or her personal property as it shall appear on the completed local roll.

Mono County has in the past selected the first option. In addition, we have traditionally mailed notices for every property which has had a value change, other than the annual CPI adjustment. Last year the cost was approximately \$1,500 for supplies, postage, and staff time to review and mail these notices. Under this option, properties which have only increased by the annual inflation adjustment are not notified, and the owners only learn the assessed value of their property when they receive their annual tax bill. Last year notices were sent to 1,919 property owners, representing roughly one out of every nine properties.

California Revenue and Taxation Code §621 provides a third option. With the approval of the Board of Supervisors, the assessor may give the information required by §619 by publishing lists of all assessments either in newspapers, or by posting the information on the assessor's website, or a combination of both.

We are proposing to publish the assessed value for all properties on the assessor's page of the county website. This will allow all property owners to learn the assessed value of their properties upon completion of the roll, rather than having to wait for the tax bill. It will inform all owners of the assessed value of their properties, rather than just those with a changed value. Finally, this will not in any way affect the taxpayer's right to appeal the assessed value of their property. Annual assessment appeal applications will still be able to be filed any time between July 2 and November 30, as they are now.

The computer programming necessary to make this change will be handled by Megabyte at no charge to Mono County. It will just be a matter of adding the View/Print Notices option to the existing value page on the county website. Once up and running, taxpayers will be able to search for their parcel by assessment number, assessor's parcel number, or situs address. In order to comply with provisions of the California Public Records Act dealing with the disclosure of home addresses of public safety and elected officials, this database will not be searchable by name. Once a taxpayer has located their notice, they will have the option to print it out, along with statutory language regarding the ability to file an appeal of their assessment.

If the Board of Supervisors authorizes this change, press releases will be sent annually to all local media outlets to alert taxpayers to the new method of obtaining their notice of value. We would recommend that a link also be added to the home page of the county website, to make it easy for taxpayers to access this information. Any taxpayer that desires will still be able to contact our office and have a notice mailed to them.

Several other Assessors' Offices are currently providing online notification to taxpayers, and they have reported that they saved time and money on postage and mailing, the transition was virtually seamless, and the response from the public has been positive. Attached are screen shots showing how this change has been implemented in Sonoma County.

Fiscal Impact

Savings of approximately \$1,500 annually in postage costs and staff processing time.

Respectfully Submitted,



Bob Musil, Assessor



**COUNTY CLERK-RECORDER-ASSESSOR**  
**Public Assessor Services**

*sonoma County Assessor*

Information as of Lien Date

January 1st 2013

[View Maps](#)

[View/Print Value Notice](#)

**Property Information**

Assessor Parcel Number (APN)	[REDACTED]
Assessment Number	[REDACTED]
Tax Rate Area (TRA)	004-240
Current Document Number	2009R110471
Current Document Date	11/12/2009
Lot Size(Acres)	0.69
Lot Size(SqFt)	30407.00
<b>Roll Values</b>	
Land	236,000
Structure	696,000
Fixtures	
Fixtures RP	
Growing	
Total Land and Improvements	932,000
Personal Property MH	
Business Property	
Homeowners Exemption (HOX)	7,000
Other Exemptions	
Net Assessment	925,000

**County of Sonoma**  
**William F. Rousseau, Clerk-Recorder-Assessor**  
585 Fiscal Drive, Room 104, Santa Rosa, CA 95403  
707-565-1888

**NOTIFICATION OF 2013 -2014 ASSESSED VALUE CHANGE**

Assessor Parcel No. [REDACTED]  
Situs Location: [REDACTED]

The Assessor has compared the Proposition 13 Factored Base Year Value of your property with its Market Value as of January 1, 2013 , and determined that the Market Value (2013 - 2014 Enrolled Value) is lower. The Property Tax Bill you receive this fall will be based on the lower value. The Factored Base Year Value and **2013- 2014** Enrolled Value are shown below.

Description	Factored Base Year Value	2013 - 2014 Enrolled
Land	\$262,057	\$236,000
Structural Imprv	\$772,140	\$696,000
Growing Imprv		
Fixed Imprv		
Personal Property Exemptions		\$7,000
<b>Net Assessed Value</b>	<b>\$1,034,197</b>	<b>\$925,000</b>

The above comparison is made pursuant to Proposition 8 (Section 51 of the Revenue and Taxation Code), which states that the Taxable Value of Real Property shall be the lesser of its Factored Base Year Value or its Market Value as of the Lien Date, January 1, 2013 . The total of the Land Value, Structural Improvement Value and Growing Improvement Value is used for this comparison. Fixed Improvement (if any), Personal Property (if any) and Exemptions are not subject to the Provisions of Section 51, and are shown only in the Enrolled Value column.

**It is important to understand that this reduction is not permanent.**

Once the Assessor lowers a value pursuant to Section 51, an annual review is required. Each Lien Date (January 1) the Property Value will be reviewed and the lesser of the Factored Base Year Value or Market Value will be enrolled. Adjustments for changing market conditions are not limited to the 2% Base Year Inflation. Your Factored Base Year Value (Prop 13 Value) remains the upper limit for your property for any year.

If upon review, you believe that the market value of your property as of **January 1, 2013** is less than the enrolled value shown above, you may file an "Application for Changed Assessment" with the Clerk of the Assessment Appeals Board . The filing period is from July 2, 2013 to November 30, 2013 .

Their phone number is 707-565-2241, or you may download an "Application for Changed Assessment" at their website <http://www.sonoma-county.org/main/assessment.htm>

**THIS IS NOT A TAX BILL**



RESOLUTION NO. R14-\_\_

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE ASSESSOR TO USE THE COUNTY WEBSITE TO PROVIDE VALUE NOTICES PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE 621

WHEREAS, assessors are required by California Revenue and Taxation Code section 619 to provide notice of changes in assessed value to assessees of real and personal property ("value notices") when the assessment roll is turned over to the Auditor in July of each year; and

WHEREAS, with the approval of the Board of Supervisors, the assessor can provide value notices on the county website pursuant to Revenue and Taxation Code section 621; and

WHEREAS, the electronic method of provided value notices is cost-effective; and

WHEREAS, for persons without internet access, the assessor will mail letter versions of the value notices; and,

WHEREAS, public service announcements will be published on an annual basis notifying the public of the new procedure;

NOW, THEREFORE, BE IT RESOLVED that the Mono County Assessor is authorized effective \_\_\_\_\_ to provide value notices to assessees of real and personal property by posting the value notice on the county website.

PASSED, APPROVED and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Larry K. Johnston, Chairman  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk

COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2014

**Departments: Assessor**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD** Bob Musil

**SUBJECT** Online Business Property Statement Filing

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### AGENDA DESCRIPTION:

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

Proposed Joint Powers Agreement with SDR Network Group pertaining to Online Filing of Business Property Statements.

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### RECOMMENDED ACTION:

Approve County entry into proposed Joint Powers Agreement and authorize Bob Musil, Assessor, to execute said Joint Powers Agreement on behalf of the County. Provide any desired direction to staff.

---

### FISCAL IMPACT:

Annual cost of \$150, periodic annual costs of approximately \$500 for equipment replacement and technology upgrades. Annual savings of approximately \$1,250 for supplies and mailing. Net annual savings of approximately \$1,100.

---

**CONTACT NAME:** Bob Musil

**PHONE/EMAIL:** 760-932-5510 / bmusil@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

- [Online Business Property Filing Staff Report](#)
  - [Online Business Property Filing Agreement](#)
-

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/1/2014 8:02 AM	County Administrative Office	Yes
4/2/2014 12:48 PM	County Counsel	Yes
3/24/2014 3:37 PM	Finance	Yes



## Office of the Assessor COUNTY OF MONO

P.O. BOX 456, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5510 FAX (760) 932-5511

**Bob Musil**  
Assessor

To: Honorable Board of Supervisors

From: Bob Musil, Assessor

Date: April 8, 2014

Subject

Approval for the Assessor to Enter Into a Joint Powers Agreement.

Recommendation

Approve Minute Order 14-\_\_\_\_, allowing the assessor to enter into a Joint Powers Agreement for the purpose of facilitating the electronic filing of businesses property statements.

Discussion

California Revenue and Taxation Code §441 details the circumstances under which businesses must file annual property statements with the assessor, and allows the assessor to accept electronically filed statements. In the past, it has been cost-prohibitive for Mono County to offer this service to what was projected to be a small number of on-line filers.

There is now a joint project involving more than 40 of California's 58 counties which has developed a secure system for businesses to file their statements for processing by either one county or, in the case of larger businesses, as many counties as necessary. Additionally, the vast majority of businesses now file a variety of state and federal reports online, so they are already comfortable with doing business online. Switching to a system which allows online filing will result in a saving of time and paper for both the assessor and the taxpayers.

The assessor is requesting the authority, subject to approval by County Counsel as to the form of the agreement, to enter into a Joint Powers Agreement which would allow us to join this project.

Fiscal Impact

There is a \$150 annual fee for support and equipment, and equipment replacement and maintenance costs of approximately \$500 per year on an as needed basis. For 2014, the equipment replacement cost will be waived for Mono County

These expenses will be offset by annual savings of \$1,250 in supplies and mailing costs. The net savings to the county in most years is projected to be approximately \$1,100.

Respectfully Submitted,

Bob Musil, Assessor

## SDR Network Group

[www.CalBPSFile.org](http://www.CalBPSFile.org)

Standard Data Record/Network Group  
Webster Guillory, SDR/NG Coordinating Assessor  
PO Box 1169, Santa Ana, CA 92702-1169

Tel: (714) 834-2734  
Fax No. (714) 558-6827

RECEIVED

FEB 26 2014

MONO COUNTY ASSESSOR

February 24, 2014

To: Honorable Bob Musil, Mono County Assessor

**Re: Joint Powers Agreement (JPA) for Standard Data Record Development and Year to Year Support**

Enclosed is the Joint Powers Agreement (JPA) for Standard Data Record Development and Year-to-Year Support as well as Amendment No. 4 and a draft version of the SDR Adjusted Cost Sharing Allocation Plan – Adjustment# 19 (FY 2014-15). e-SDR has a setup cost that is normally \$500 for a low use county. The fee is waived and you will just pay a minimum maintenance and service cost of \$150.

Please call me if you have questions.

On-behalf of the SDR Ad-Hoc Committee,



Webster J. Guillory, Chair

SDR/NG Coordinating Assessor  
(SDR at [www.CalBPSFile.org](http://www.CalBPSFile.org))  
(714) 834-2734

WJG:ls

Enclosures:

1. Joint Powers Agreement (JPA) for Standard Data Record Development and Year-to-Year Support, dated October 1, 2004
2. Amendment No. 4 to Joint Powers Agreement (JPA) for Standard Data Record, dated April 5, 2012.
3. SDR Adjusted Cost Sharing Allocation Plan – Adjustment #19, dated February 21, 2014

**Joint Powers Agreement (JPA)**  
**For**  
**Standard Data Record Development**  
**and Year to Year Support**

**Document Control Date: October 1, 2004**

**Amendments**

- JPA Agreements for SDR Year to Year Support, Amendment No. 1 – July 1, 2007
- JPA Agreements for SDR Year to Year Support Amendment No. 2 – April 23, 2008
- JPA Agreements for SDR Year to Year Support Amendment No. 3 – May 23, 2008
- JPA Agreements for SDR Year to Year Support Amendment No. 4 – October 19, 2012

**JOINT POWERS AGREEMENT (JPA)**  
**FOR STANDARD DATA RECORD (SDR)**

**(Document Control Date October 1, 2004)**

THIS Joint Powers Agreement, titled the “Standard Data Record Network Group Agreement” (hereinafter “Agreement”), is effective \_\_\_\_\_, 2004, by, between, and among the undersigned California counties, for the purposes of collecting, storing, and maintaining data necessary to the assessment function.

WHEREAS:

- (1) Title 1, Division 7, Chapter 5, Article 1 of the California Government Code establishes a procedure for the exercise of powers common to the contracting parties where those parties are within the definition of the term “public agency”; and
- (2) The parties hereto desire to enter into a Joint Powers Agreement for the purposes of collecting, storing, and maintaining data necessary to the assessment function performed by the California County Assessors (“Participating Assessors”), each of which is an officer and agent of his or her respective county; and
- (3) Under the provisions of Revenue and Taxation (“R&T”) Code Sections 441-454 and 480-484, a County Assessor has authority to gather confidential information from property owners necessary and relevant to the determination of the fair market value of property for purposes of property taxation within that Assessor’s county; and
- (4) Under the provisions of R&T Code Section 441:
  - (a) *Each person owning taxable personal property, other than a manufactured home subject to Part 13 (commencing with Section 5800), having an aggregate cost of one hundred thousand dollars (\$100,000) or more for any assessment year shall file a signed property statement with the assessor. Every person owning personal property that does not require the filing of a property statement or real property shall, upon request of the assessor, file a signed property statement. Failure of the assessor to request or secure the property statement does not render any assessment invalid.*
  - (b) *The property statement shall be declared to be true under the penalty of perjury and filed annually with the assessor between the lien date and 5 p.m. on April 1. The Penalty provided by Section 463 applies for property statements not filed by May 7. . . .*

and:

(k) *The assessor may accept the filing of a property statement by the use of electronic media. In lieu of the signature required by subdivision (a) and the declaration under penalty of perjury required by subdivision (b), property statements filed using electronic media shall be authenticated pursuant to methods specified by the assessor and approved by the board. Electronic media includes, but is not limited to, computer modem, magnetic media, optical disk, and facsimile machine: . . .*

; and

- (5) The parties have agreed to enter into this Agreement to gather formatted, through electronic media, relevant Business Property Statement (BPS) information within each of their respective counties; to share in development and ownership of the common data handling facility for purposes of property tax appraisals and administration; and to share the associated costs and liabilities directly related to this purpose, among the parties on a proportionate basis as set forth herein below so that no party's liability is increased by this project; and
- (6) Business Property Statement data collected pursuant to this Agreement will not be shared between the parties except as authorized by the R&T Code; and each Assessor's data is to be maintained separate and distinct to the individual county of each Assessor as provided by R&T Section 408, 451 and 481; and
- (7) By this Agreement, the parties do not intend to create an agency or entity separate from the parties themselves.

NOW, THEREFORE, in consideration of the mutual promises of performance set forth, the parties agree as follows:

1. TERM. The term of this Agreement is from July 1, 2004 through and including June 30, 2007, a period of 36 months. However, for funding consideration this is a year-to-year agreement and is based on the availability of funds from the participating jurisdictions. This agreement may be continued based on the consent of the Participating Assessors for one (1) additional year. After this initial period this agreement will be reviewed and adjusted as necessary to recognize the permanent and annual business of BPS data collection and handling.
2. ADMINISTRATION.
  - a. This Agreement shall be administered by the Coordinating Assessor. The Participating Assessors, by majority vote, shall select and designate the Coordinating Assessor. The Coordinating Assessor shall be responsible for obtaining a provider for the following services: development of a data gathering facility, servers, software, programs, reports, testing or other device(s) for the collection, term storage, backup, upload, download, and

security of data records related to, but not limited to, the Business Property Statements; coordination and performance of work to support the collection device(s); review, evaluation and proposal of system software and hardware to assist the Participating Assessors to meet the objectives of the Agreement; preparation of a report detailing the results of their work at least annually, but quarterly for the first year; development and distribution of communication links for the distribution of the data related to each Participating Assessor.

- b. The participating counties recognize that the costs associated with this agreement are shared costs approximately according to current BPS volume as detailed in Exhibit A. The participating counties further acknowledge that they are paying for the use of the SDR product through a cost structure related to development and support costs.

3. PAYMENT FOR PERFORMANCE. The Coordinating Assessor is authorized to dedicate the following funds as compensation to the provider of services under this Agreement:

- a. System Hardware and Software – not to exceed \$100,000.  
This is a one-time cost.
- b. SDR Software Development – up to \$150,000.  
This is a one-time cost.
- and the combined costs of “a.” and “b.” not to exceed \$250,000.
- c. Annual System Operation costs – not to exceed \$24,000/year.  
This is a recurring annual cost.

Nothing in this Agreement shall limit or prohibit the ability of a Participating Assessor from receiving extra data support services that are beyond the scope of this Agreement. A Participating Assessor, and his or her respective county, who obtains extra data support services (rate sheet services) that may be related to but are beyond the scope of this Agreement shall be solely responsible for the payment of such extra work.

4. PARTICIPATING ASSESSORS’ SHARE OF COSTS. The respective development and ongoing support share of the costs of services under this Agreement to be paid by the Participating Assessors’ counties is as follows:

- a. Development Costs: As provided for in Exhibit A under “SDR Development Costs.”
- b. Ongoing/annual systems support and services costs: For the first year, as provided in Exhibit A under “Annual Costs” and as provided under Section 4(e). For subsequent years, as provided in Section 4(e).

- c. Each Assessor shall deposit his or her county's share of the total development and first year's annual support costs of this Agreement, in a project account to be established in the name of Coordinating Assessor, within thirty (30) days of the effective date of this Agreement. Disbursements from this account shall be made only with the approval of the Coordinating Assessor, and as the development work is completed and approved by the Coordinating Assessor (Progress Payments). Should there be any remaining funds from the development costs, these funds would roll over to be a part of the annual systems support and services cost funds. The Coordinating Assessor shall return any remaining principal and any accrued interest in the account upon completion of the term and the services to be rendered under this Agreement, in excess of account fees, to the Participating Assessors' counties in proportion to the amount each contributed.
  - d. The Coordinating Assessor shall provide to the Participating Assessors copies of all billings submitted by and all payments made to any provider of services under this Agreement. Payment of any unquestioned bill or item from a bill shall be made within sixty (60) days of receipt by the Coordinating Assessor.
  - e. The annual costs and any adjustments and/or enhancement costs to meet the requirements of filing and collecting data and information related to the BPS will be reviewed by the Coordinating Assessor, shared with participating Assessors, and adjusted annually as provided for in Exhibit B. Each party will be responsible for any annual costs and any adjustments and/or enhancement costs to meet the requirements of filing and collecting data and information related to the BPS in the same proportion as its share of the Annual Costs listed in Exhibit A.
5. RECORDS RETENTION. The individual Business Property Statements (the "assessor records") shall be stored on-line for a term of seven (7) years, and each participant will provide notice to the Coordinating Assessor in year six (6) to establish a single procedure with input from the participating Assessors for the disposition of these records. This section shall survive the termination of this Agreement.
  6. ASSESSOR RECORDS.
    - a. Business Property Statement data collected pursuant to this Agreement will not be shared between the parties except as authorized by the R&T Code; and each Assessor's data is to be maintained separate and distinct to the individual county of each Assessor as provided by R&T Section 408, 451 and 481.
    - b. The Coordinating Assessor shall require that any provider of services contemplated by this Agreement shall agree that records, data,

information, materials, and forms are the property of the Assessors at all times and to maintain the confidentiality of all Assessor and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by the provider(s) and its staff, agents and employees.

7. TERMINATION. Any party hereto may withdraw from this Agreement upon giving sixty (60) days written notice to each of the other parties hereto. The participating Assessors recognize that the obligations and debts under this agreement are part of a whole and they are incurred annually. Any obligations or debts incurred hereunder shall become immediately due and payable by the withdrawing party. The withdrawing party shall not be entitled to a refund or credit for any sums paid under this Agreement. As to the impact on the distribution of annual costs, the Participating Assessors may adjust or redistribute these costs as prescribed by Exhibit B. Notwithstanding the Agreement term stated in Section 1 hereof, the addition or deletion of any party to this Agreement shall not affect this Agreement nor the intent to contract as described above with the other parties to the Agreement then remaining.

8. INDEMNIFICATION.

a. Except as provided in Section 8(b), in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities, incurred by a party shall not be shared pro rata, but instead the parties agree that, pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other counties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying county, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. Except as provided in Section 8(b), no county, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto or any provider of SDR services, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement. It is further understood and agreed the indemnification herein extends to and includes liability of the parties for private attorney general fee awards and liability which arise by operation of law as the result of any act, omission or occurrence related to this Agreement, or which arise from the work performed relative to this Agreement.

- b. For any claim, expense, cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions of the Coordinating Assessor, the parties agree that all losses and liabilities for such claim, expense, or damage shall be shared on in the same proportion to each party's cost contribution as set forth in Section 4 of this Agreement.
  - c. Should the legality of this Agreement be challenged in any way, the parties shall share the costs of defense, litigation and any damages award in the same proportion as the Participating Assessors share of the cost contribution as set forth in Section 4 of this Agreement.
9. COOPERATION OF PARTIES. The parties recognize that it is essential to cooperate fully concerning the handling of data and information contemplated by this Agreement. In connection with this Agreement, the parties agree to provide any data, information, and documentation reasonably necessary to the performance of this Agreement.
10. MODIFICATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by the parties in writing.
11. SUCCESSORS AND ASSIGNS. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties.
12. REVIEW FOR LEGAL ADEQUACY. Each party to this Agreement acknowledges and agrees that this Agreement has been reviewed by each party's respective legal counsel for legal adequacy.
13. WAIVER. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by either party shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of either party in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.
14. SEVERABILITY PROVISION. If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
15. SIGNATURE IN COUNTERPARTS. This Agreement may be executed in counterparts by all parties. The Agreement is effective as to any signatory party

on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

(Participating Assessors Signature Page Following)

**PARTICIPATING ASSESSORS**  
**(Signatures – Reference Section 15, Page 7)**

By:

\_\_\_\_\_  
County of Alameda

By:

\_\_\_\_\_  
County of Alpine

By:

\_\_\_\_\_  
County of Amador

By:

\_\_\_\_\_  
County of Butte

By:

\_\_\_\_\_  
County of Calaveras

By:

\_\_\_\_\_  
County of Colusa

By:

\_\_\_\_\_  
County of Contra Costa

By:

\_\_\_\_\_  
County of Del Norte

By:

\_\_\_\_\_  
County of El Dorado

By:

\_\_\_\_\_  
County of Fresno

By:

\_\_\_\_\_  
County of Glenn

By:

\_\_\_\_\_  
County of Humboldt

By:

\_\_\_\_\_  
County of Imperial

By:

\_\_\_\_\_  
County of Inyo

By:

\_\_\_\_\_  
County of Kern

By:

\_\_\_\_\_  
County of Kings

By:

\_\_\_\_\_  
County of Lake

By:

\_\_\_\_\_  
County of Lassen

By:

\_\_\_\_\_  
County of Los Angeles

By:

\_\_\_\_\_  
County of Madera

Participating Assessors (Continued)  
(Signatures – Reference Section 15, Page 7)

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Marin County of Mariposa

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Mendocino County of Merced

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Modoc County of Mono

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Monterey County of Napa

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Nevada County of Orange

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Placer County of Plumas

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Riverside County of Sacramento

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of San Benito County of San Bernardino

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of San Diego County of San Francisco

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of San Joaquin County of San Luis Obispo

Participating Assessors (Continued)  
(Signatures – Reference Section 15, Page 7)

By:	_____	By:	_____
	County of San Mateo		County of Santa Barbara
By:	_____	By:	_____
	County of Santa Clara		County of Santa Cruz
By:	_____	By:	_____
	County of Shasta		County of Sierra
By:	_____	By:	_____
	County of Siskiyou		County of Solano
By:	_____	By:	_____
	County of Sonoma		County of Stanislaus
By:	_____	By:	_____
	County of Sutter		County of Tehama
By:	_____	By:	_____
	County of Trinity		County of Tulare
By:	_____	By:	_____
	County of Tuolumne		County of Ventura
By:	_____	By:	_____
	County of Yolo		County of Yuba

## EXHIBIT A

### COST SHARING COMMITMENT

COUNT	COUNTY #	COUNTY	# 571-L'S	SDR SYSTEM DEVELOPMENT COSTS			ANNUAL COST
				PROGRAMMING SERVICES	HARDWARE SOFTWARE	TOTAL	
1	19	Los Angeles	112,400	\$24,000	\$16,000	\$40,000	\$4,000
2	30	Orange	96,000	\$21,000	\$14,000	\$35,000	\$3,000
3	43	Santa Clara	59,200	\$12,000	\$8,000	\$20,000	\$2,000
4	10	Fresno	58,300	\$12,000	\$8,000	\$20,000	\$2,000
5	37	San Diego	45,200	\$12,000	\$8,000	\$20,000	\$2,000
6	36	San Bernadino	37,900	\$9,000	\$6,000	\$15,000	\$2,000
7	34	Sacramento	28,150	\$6,000	\$4,000	\$10,000	\$1,000
8	01	Alameda	21,550	\$4,800	\$3,200	\$8,000	\$1,000
9	33	Riverside	21,350	\$4,800	\$3,200	\$8,000	\$1,000
10	56	Ventura	18,550	\$4,800	\$3,200	\$8,000	\$1,000
11	49	Sonoma	16,500	\$3,000	\$2,000	\$5,000	\$500
12	39	San Joaquin	15,450	\$3,000	\$2,000	\$5,000	\$500
13	54	Tulare	13,800	\$3,000	\$2,000	\$5,000	\$500
14	07	Contra Costa	12,300	\$2,400	\$1,600	\$4,000	\$400
15	42	Santa Barbara	11,950	\$2,400	\$1,600	\$4,000	\$400
16	15	Kern	11,250	\$2,400	\$1,600	\$4,000	\$400
17	38	San Francisco	10,350	\$1,800	\$1,200	\$3,000	\$300
18	50	Stanislaus	9,850	\$1,800	\$1,200	\$3,000	\$300
19	27	Monterey	9,750	\$1,800	\$1,200	\$3,000	\$300
20	41	San Mateo	9,100	\$1,800	\$1,200	\$3,000	\$300
21	40	San Luis Obispo	8,000	\$1,800	\$1,200	\$3,000	\$100
22	48	Solano	7,600	\$1,200	\$600	\$2,000	\$100
23	31	Placer	7,250	\$1,200	\$600	\$2,000	\$100
24	24	Merced	7,100	\$1,200	\$600	\$2,000	\$100
25	04	Butte	7,100	\$1,200	\$600	\$2,000	\$100
26	23	Mendocino	6,400	\$1,200	\$600	\$2,000	\$100
27	51	Sutter	6,050	\$1,200	\$600	\$2,000	\$100
28	29	Nevada	5,650	\$1,200	\$600	\$2,000	\$100
29	09	El Dorado	5,300	\$1,080	\$720	\$1,800	\$100
30	12	Humboldt	5,200	\$1,080	\$720	\$1,800	\$100
31	45	Shasta	5,050	\$1,080	\$720	\$1,800	\$100
32	20	Madera	4,850	\$1,020	\$680	\$1,700	\$0
33	21	Marin	4,850	\$1,020	\$680	\$1,700	\$0
34	44	Santa Cruz	3,450	\$720	\$480	\$1,200	\$0
35	57	Yolo	3,400	\$0	\$0	\$0	\$0
36	16	Kings	2,700	\$0	\$0	\$0	\$0
37	58	Yuba	2,300	\$0	\$0	\$0	\$0
38	35	San Benito	2,250	\$0	\$0	\$0	\$0
39	52	Tehama	2,100	\$0	\$0	\$0	\$0
40	55	Tuolumne	1,500	\$0	\$0	\$0	\$0
41	11	Glenn	1,450	\$0	\$0	\$0	\$0
42	03	Amador	1,400	\$0	\$0	\$0	\$0
43	06	Dei Norte	1,300	\$0	\$0	\$0	\$0
44	26	Mono	1,300	\$0	\$0	\$0	\$0
45	47	Siskiyou	1,100	\$0	\$0	\$0	\$0
46	13	Imperial	900	\$0	\$0	\$0	\$0
47	25	Modoc	900	\$0	\$0	\$0	\$0
48	18	Lassen	900	\$0	\$0	\$0	\$0
49	05	Calaveras	800	\$0	\$0	\$0	\$0
50	46	Sierra	550	\$0	\$0	\$0	\$0
51	53	Trinity	500	\$0	\$0	\$0	\$0
52	22	Mariposa	150	\$0	\$0	\$0	\$0
53	17	Lake	0	\$0	\$0	\$0	\$0
54	28	Napa	0	\$0	\$0	\$0	\$0
55	14	Inyo	0	\$0	\$0	\$0	\$0
56	02	Alpine	0	\$0	\$0	\$0	\$0
57	06	Colusa	0	\$0	\$0	\$0	\$0
58	52	Plumas	0	\$0	\$0	\$0	\$0
<b>TOTALS:</b>			<b>728,250</b>	<b>\$150,000</b>	<b>\$100,000</b>	<b>\$250,000</b>	<b>\$24,000</b>
<b>AVERAGE COST PER 571-L:</b>				<b>\$0.206</b>	<b>\$0.137</b>	<b>\$0.343</b>	<b>\$0.033</b>

## **EXHIBIT B**

### **COST(S) ADJUSTMENTSSDR/PARTICIPATING ASSESSORS**

This Cost(s) Agreement Exhibit is for the development services of a Business Property Statement (BPS) Standard Data Record (SDR), and for designating the year-to-year support services specifically related to the purposes of the overall SDR Agreement.

This exhibit may be used to amend or adjust these costs subject to the provisions as provided in the Agreement.

- A. ADJUSTMENT AND/OR ENHANCEMENT COSTS : (Shared Costs)
- B. RATE SHEET SERVICES: (If provided for by the agreement)
- C. ANNUAL ASP SERVICES: (Shared Costs)

**Amendment No. 4 to  
Joint Powers Agreement for Standard Data Record  
Document Control Date: April 5, 2012**

This Amendment to the Joint Powers Agreement, titled the "Standard Data Record Network Group Agreement" (hereinafter "Joint Powers Agreement"), is entered into by, between, and among the undersigned California counties for the purposes of collecting, storing and maintaining data necessary to the assessment function.

WHEREAS, the underlying Counties entered into the Joint Powers Agreement for the purposes of collecting, storing, and maintaining data necessary to the assessment function performed by the California County Assessors ("hereinafter "Participating Assessors"), each of which is an officer and agent of his or her respective county; and

**WHEREAS, the Participating Assessors now desire to exercise the option to extend the term of the Joint Powers Agreement for an additional four-year term effective July 1, 2012, through June 30, 2016; and to recognize, at this time for future extensions, the permanent and annual business of e-files for data collection and handling of the Business Property Statement (BPS).**

NOW, THEREFORE, the Participating Assessors mutually agree:

1. **Extend Term.** The term of the Joint Powers Agreement is hereby extended for an additional four (4) years with term beginning July 1, 2012, through June 30, 2016, and recognizes e-files as a permanent and annual business resource to the assessment function.
2. **Signature in Counterparts.** This Amendment may be executed in counterparts by all parties. The Amendment is effective as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.
3. **Except as amended herein,** the remaining provisions of the Joint Powers Agreement shall remain the same and in full effect and force.

**PARTICIPATING ASSESSORS**

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Alameda County of Alpine

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Amador County of Butte

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Calaveras County of Colusa

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Contra Costa County of Del Norte

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of El Dorado County of Fresno

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Glenn County of Humboldt

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Imperial County of Inyo

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Kern County of Kings

By: \_\_\_\_\_ By: \_\_\_\_\_  
County of Lake County of Lassen

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

**Participating Assessors (Continued)**

By: _____ County of Los Angeles	By: _____ County of Madera
By: _____ County of Marin	By: _____ County of Mariposa
By: _____ County of Mendocino	By: _____ County of Merced
By: _____ County of Modoc	By: _____ County of Mono
By: _____ County of Monterey	By: _____ County of Napa
By: _____ County of Nevada	By: _____ County of Orange
By: _____ County of Placer	By: _____ County of Plumas
By: _____ County of Riverside	By: _____ County of Sacramento
By: _____ County of San Benito	By: _____ County of San Bernardino
By: _____ County of San Diego	By: _____ County of San Francisco
By: _____ County of San Joaquin	By: _____ County of San Luis Obispo

Participating Assessors (Continued)

By: _____ County of San Mateo	By: _____ County of Santa Barbara
By: _____ County of Santa Clara	By: _____ County of Santa Cruz
By: _____ County of Shasta	By: _____ County of Sierra
By: _____ County of Siskiyou	By: _____ County of Solano
By: _____ County of Sonoma	By: _____ County of Stanislaus
By: _____ County of Sutter	By: _____ County of Tehama
By: _____ County of Trinity	By: _____ County of Tulare
By: _____ County of Tuolumne	By: _____ County of Ventura
By: _____ County of Yolo	By: _____ County of Yuba

SDR ADJUSTED COST SHARING ALLOCATION PLAN - ADJUSTMENT 19

SDR SQL Server Replacement - THIS IS NOT AN ANNUAL COST

	COUNTY #	COUNTY	# 571-L'S	ADJUST. 17	ADJUST. 18 Updated	ADJUST. 19
				2013-14 Maintenance	SQL Server Replacement	2014-15 Maintenance
1	19	Los Angeles	112,400	\$18,800	\$12,100	\$10,900
2	30	Orange	96,000	\$16,100	\$11,700	\$9,400
3	43	Santa Clara	59,200	\$6,800	\$5,700	\$5,200
4	10	Fresno	58,300	\$9,400	\$7,100	\$5,700
5	37	San Diego	45,200	\$9,600	\$5,500	\$4,500
6	36	San Bernardino	37,900	\$5,900	\$4,600	\$3,800
7	34	Sacramento	28,150	\$4,500	\$3,400	\$2,900
8	01	Alameda	21,550	\$3,300	\$2,600	\$2,200
9	33	Riverside	21,350	\$3,300	\$2,600	\$2,100
10	56	Ventura	18,550	\$2,900	\$2,200	\$1,900
11	49	Sonoma	16,500	\$2,400	\$2,000	\$1,750
12	39	San Joaquin	15,450	\$2,400	\$1,850	\$1,700
13	54	Tulare	13,800	NO	NO	NO
14	07	Contra Costa	12,300	\$1,700	\$1,450	\$1,400
15	42	Santa Barbara	11,950	\$1,700	\$1,400	\$1,200
16	15	Kern	11,250	\$1,700	\$1,350	\$1,200
17	38	San Francisco	10,350	\$1,400	\$1,250	\$1,200
18	50	Stanislaus	9,850	\$1,400	\$1,150	\$1,100
19	27	Monterey	9,750	\$1,400	\$1,150	\$1,100
20	41	San Mateo	9,100	\$1,400	\$1,100	\$1,000
21	40	San Luis Obispo	8,000	\$1,100	\$900	\$900
22	48	Solano	7,600	\$1,100	\$900	\$850
23	31	Placer	7,250	\$1,100	\$850	\$800
24	04	Butte	7,100	NO	NO	NO
25	24	Merced	7,100	\$1,100	\$850	\$800
26	23	Mendocino	6,400	\$1,000	\$700	\$750
27	51	Sutter	6,050	NO	NO	\$700
28	29	Nevada	5,650	NO	\$0	\$700
29	09	El Dorado	5,300	\$1,000	\$600	\$650
30	12	Humboldt	5,200	NO	NO	NO
31	45	Shasta	5,050	\$800	\$600	\$600
32	20	Madera	4,850	\$800	\$550	\$550
33	21	Marin	4,850	\$800	\$550	\$550
34	44	Santa Cruz	3,450	\$500	\$400	\$400
35	57	Yolo	3,400	\$500	\$400	\$350
36	16	Kings	2,700	\$500	\$300	\$300
37	58	Yuba	2,300	NO	NO	NO
38	35	San Benito	2,250	NO	NO	NO
39	52	Tehama	2,100	NO	NO	NO
40	55	Tuolumne	1,500	\$200	\$150	\$150
41	11	Glenn	1,450	NO	NO	NO
42	03	Amador	1,400	NO	NO	NO
43	08	Del Norte	1,300	\$200	\$150	\$150
44	26	Mono	1,300	NO	NO	\$150
45	47	Siskiyou	1,100	\$200	\$150	\$150
46	13	Imperial	900	TBD	TBD	NO
47	18	Lassen	900	NO	NO	NO
48	25	Modoc	900	\$200	\$150	\$150
49	05	Calaveras	800	\$200	\$150	\$150
50	46	Sierra	550	NO	NO	NO
51	53	Trinity	500	NO	NO	NO
52	22	Mariposa	150	NO	NO	NO
53	02	Alpine	0	NO	NO	NO
54	06	Colusa	0	NO	NO	NO
55	14	Inyo	0	NO	NO	NO
56	17	Lake	0	\$200	\$150	\$150
57	28	Napa	0	\$200	\$150	\$0
58	32	Plumas	0	\$200	\$150	\$0
<b>TOTALS:</b>			<b>728,250</b>	<b>\$108,000</b>	<b>\$79,000</b>	<b>\$70,200</b>

## SDR Network Group

[www.CalBPSFile.org](http://www.CalBPSFile.org)

Standard Data Record Network Group  
Webster Guillory, SDR/NG Coordinating Assessor  
PO Box 1169, Santa Ana, CA 92702-1169

Tel: (714) 834-2734  
Fax No. (714) 558-6827

RECEIVED

FEB 27 2014

MONO COUNTY ASSESSOR

February 24, 2014

To: SDR/NG Participating Assessors

**Re: SDR/e-SDR Systems Operation, Support and Maintenance/Adjustment #19 (FY 2014/15)**

Adjustment #19 is for the Annual Operations, Support and Maintenance of the SDR/BPS Systems.

This is the ninth (9<sup>th</sup>) year that we have been operating these systems and sharing the costs to make this capability available to all BPS filing taxpayers.

This past year (2013), we had to replace the SQL/Database servers and that was a major project. The database servers with a few updates along the way were almost ten (10) years old. So, we got our monies worth from that setup over many years. The replacement and setup costs for the database servers was presented in Adjustment #18.

In Adjustment #19, some annual costs are up, but overall the support costs are down this year, some costs were accomplished in Adjustment #18. The SDR Systems are stable and we make annual changes to meet BOE changing requirements, updates to forms and to functionality to assist taxpayers and assessor staff.

Taxpayer assistance is a significant variable cost we provide some e-mail help, but mostly real time help by phone and taxpayers tells us this is an exceptional call in service.

Feedback from our user base, yours and our taxpayers, continues to be very, very positive.

I have extended our thanks to the Orange County team that helps to make this service possible and cost effective for all.

Thank you for your team for helping and for the feedback that keeps SDR a progressive e-file tool.

If you have any questions please give me a call at (714) 834-2734.

On behalf of the SDR Network Group,

Webster J. Guillory  
SDR/NG Coordinating Assessor  
(SDR at [www.CalBPSFile.org](http://www.CalBPSFile.org))

WJG:ls



Exhibit L

**JPA Adjustment No. 19 - (estimate for 2014/15 budget planning)**

**SDR Network Group and Ad-Hoc Committee on Electronic Filing**

**SDR/Network Operations/Support and Maintenance For 2014/15 (Estimate as of 2/2014)**

Expenses Description	Proposed 2014/15	
	Hours	Dollars
<b>Network Maintenance</b> Security patches, back-ups & storage of back-ups, network & server support, settings management, (annual costs)	NA	11,200
<b>Programming Maintenance - SDR &amp; e-SDR</b> Schema updates, user testing, debugging, support, enhancements, business account # ID file uploads, overall SDR system programs administration added more range to equipment category validation, added county-specific custom equipment category capabilities, added automated BPS download	N/A	10,500
<b>BPS Valuation &amp; Processing Tool</b> Equipment Category Verification support, cost updates, county user support, custom category support	N/A	9,000
<b>Equipment Maintenance</b> In 2013 replaced the SQL Database Servers both the Test and Production into one box, so we have three years hardware warranty. The web servers are at EOL and will need attention in 2016. They are out of warranty. A separate invoice covered the costs of the Database server replacement.	N/A	4,000
<b>Help-Desk</b> Call-in user/technical support and web conferencing hosting charges, statewide user support for county and business users (mostly related to helpdesk for taxpayer help Statewide)	N/A	31,000
<b>Network &amp; Web Hosting</b> Domain name registrations, SSL Certificate, on-line hosting and bandwidth access	N/A	4,500
<b>Total Annual Maintenance</b>		<b>70,200</b>

SDR and e-SDR schema adjustments; user feedback adjustments and enhancements; hardware operations; back-ups, storage; network; circuits; consumables; help-desk and training support to county users; taxpayers, feedback and help desk to business users; registration administration; data set-ups; testing support and overall systems administration. These items make up the majority of what we call an Applications Services Provider (ASP).

The SDR provides an overall cost savings to all users since BPS forms and filing changes (schema) are updated once on this system and then available to all taxpayers and Assessor Departments.

SDR ADJUSTED COST SHARING ALLOCATION PLAN - ADJUSTMENT 19

SDR SQL Server Replacement - THIS IS NOT AN ANNUAL COST

	COUNTY #	COUNTY	# 571-L'S	ADJUST. 17	ADJUST. 18 Updated	ADJUST. 19
				2013-14 Maintenance	SQL Server Replacement	2014-15 Maintenance
1	19	Los Angeles	112,400	\$18,800	\$12,100	\$10,900
2	30	Orange	96,000	\$16,100	\$11,700	\$9,400
3	43	Santa Clara	59,200	\$6,800	\$5,700	\$5,200
4	10	Fresno	58,300	\$9,400	\$7,100	\$5,700
5	37	San Diego	45,200	\$9,600	\$5,500	\$4,500
6	36	San Bernadino	37,900	\$5,900	\$4,600	\$3,800
7	34	Sacramento	28,150	\$4,500	\$3,400	\$2,900
8	01	Alameda	21,550	\$3,300	\$2,600	\$2,200
9	33	Riverside	21,350	\$3,300	\$2,600	\$2,100
10	56	Ventura	18,550	\$2,900	\$2,200	\$1,900
11	49	Sonoma	16,500	\$2,400	\$2,000	\$1,750
12	39	San Joaquin	15,450	\$2,400	\$1,850	\$1,700
13	54	Tulare	13,800	NO	NO	NO
14	07	Contra Costa	12,300	\$1,700	\$1,450	\$1,400
15	42	Santa Barbara	11,950	\$1,700	\$1,400	\$1,200
16	15	Kern	11,250	\$1,700	\$1,350	\$1,200
17	38	San Francisco	10,350	\$1,400	\$1,250	\$1,200
18	50	Stanislaus	9,850	\$1,400	\$1,150	\$1,100
19	27	Monterey	9,750	\$1,400	\$1,150	\$1,100
20	41	San Mateo	9,100	\$1,400	\$1,100	\$1,000
21	40	San Luis Obispo	8,000	\$1,100	\$900	\$900
22	48	Solano	7,600	\$1,100	\$900	\$850
23	31	Placer	7,250	\$1,100	\$850	\$800
24	04	Butte	7,100	NO	NO	NO
25	24	Merced	7,100	\$1,100	\$850	\$800
26	23	Mendocino	6,400	\$1,000	\$700	\$750
27	51	Sutter	6,050	NO	NO	\$700
28	29	Nevada	5,650	NO	\$0	\$700
29	09	El Dorado	5,300	\$1,000	\$600	\$650
30	12	Humboldt	5,200	NO	NO	NO
31	45	Shasta	5,050	\$800	\$600	\$600
32	20	Madera	4,850	\$800	\$550	\$550
33	21	Marin	4,850	\$800	\$550	\$550
34	44	Santa Cruz	3,450	\$500	\$400	\$400
35	57	Yolo	3,400	\$500	\$400	\$350
36	16	Kings	2,700	\$500	\$300	\$300
37	58	Yuba	2,300	NO	NO	NO
38	35	San Benito	2,250	NO	NO	NO
39	52	Tehama	2,100	NO	NO	NO
40	55	Tuolumne	1,500	\$200	\$150	\$150
41	11	Glenn	1,450	NO	NO	NO
42	03	Amador	1,400	NO	NO	NO
43	08	Del Norte	1,300	\$200	\$150	\$150
44	26	Mono	1,300	NO	NO	\$150
45	47	Siskiyou	1,100	\$200	\$150	\$150
46	13	Imperial	900	TBD	TBD	NO
47	18	Lassen	900	NO	NO	NO
48	25	Modoc	900	\$200	\$150	\$150
49	05	Calaveras	800	\$200	\$150	\$150
50	46	Sierra	550	NO	NO	NO
51	53	Trinity	500	NO	NO	NO
52	22	Mariposa	150	NO	NO	NO
53	02	Alpine	0	NO	NO	NO
54	06	Colusa	0	NO	NO	NO
55	14	Inyo	0	NO	NO	NO
56	17	Lake	0	\$200	\$150	\$150
57	28	Napa	0	\$200	\$150	\$0
58	32	Plumas	0	\$200	\$150	\$0
<b>TOTALS:</b>			<b>728,250</b>	<b>\$108,000</b>	<b>\$79,000</b>	<b>\$70,200</b>



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2014

**Departments: Finance Department and County Administrator's Office**

**TIME REQUIRED** 15 minutes (5 minute presentation, 10 minute Board discussion) **PERSONS APPEARING BEFORE THE BOARD** Gerald Frank and Jim Leddy

**SUBJECT** Mono County Property Assessed Clean Energy Resolution

### AGENDA DESCRIPTION:

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

Proposed resolution of the Board of Supervisors of the County of Mono, California, consenting to inclusion of properties within the county's unincorporated area in the California HERO program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and approving the amendment to a certain joint powers agreement with the Western Riverside Council of Governments.

### RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

### FISCAL IMPACT:

Adopting the Resolution will have financial impact. Participation in the HERO program will require minimal staff time to administer once enrollees participate.

**CONTACT NAME:** Gerald Frank

**PHONE/EMAIL:** (760) 932-5499 / gfrank@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

[PACE Resolution](#)

[PACE Exhibit](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/2/2014 8:12 AM	County Administrative Office	Yes
4/2/2014 4:14 PM	County Counsel	Yes
4/2/2014 5:50 PM	Finance	Yes



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE  
COUNTY'S UNINCORPORATED AREA IN THE CALIFORNIA HERO  
PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE  
ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND  
ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE  
AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO**

**WHEREAS**, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

**WHEREAS**, County of Mono (the "County") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

**WHEREAS**, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

**WHEREAS**, the County wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners in the County in financing such Improvements; and

**WHEREAS**, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement adding the County of Mono as an Associate Member of the Western

1 Riverside Council of Governments to Permit the Provision of Property Assessed Clean  
2 Energy (PACE) Program Services within the County (the "JPA Amendment"), by and  
3 between Authority and the County, a copy of which is attached as Exhibit "A" hereto, to  
4 assist property owners within the unincorporated area of the County in financing the cost of  
5 installing Improvements; and

6 **WHEREAS**, the County will not be responsible for the conduct of any assessment  
7 proceedings; the levy and collection of assessments or any required remedial action in the  
8 case of delinquencies in the payment of any assessments or the issuance, sale or  
9 administration of any bonds issued in connection with the California HERO Program.

10 **NOW, THEREFORE**, the Board of Supervisors of Mono County resolves as follows:

11 1. Properties in the County's incorporated area will be benefited by  
12 the availability of the California HERO Program to finance the installation of  
13 the Improvements.

14 2. Consents to the inclusion in the California HERO Program of all  
15 properties in the unincorporated area within the County and to the  
16 Improvements, upon the request by and voluntary agreement of owners of  
17 such properties, in compliance with the law, rules and regulations applicable to  
18 such program; and to the assumption of jurisdiction thereover by Authority for  
19 the purposes thereof.

20 3. The consent of this Board constitutes assent to the assumption of  
21 jurisdiction by Authority for all purposes of the California HERO Program and  
22 authorizes Authority, upon satisfaction of the conditions imposed in this  
23 resolution, to take each and every step required for or suitable for financing the  
24 Improvements, including the levying, collecting and enforcement of the  
25 contractual assessments to finance the Improvements and the issuance and  
26 enforcement of bonds to represent such contractual assessments.

27 4. Approves the JPA Amendment and authorizes the execution  
28 thereof by appropriate County officials.

5. County staff is authorized and directed to coordinate with  
Authority staff to facilitate operation of the California HERO Program within  
the County, and report back periodically to this Board of Supervisors on the  
success of such program.

6. This Resolution shall take effect immediately upon its adoption.  
The Clerk of the Board of Supervisors is directed to send a certified copy of this  
resolution to the Secretary of the Authority Executive Committee.

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**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote, to wit:

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

\_\_\_\_\_  
Larry K. Johnston, Chairman  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

## EXHIBIT A

**AMENDMENT TO THE JOINT POWERS AGREEMENT  
ADDING COUNTY OF MONO AS  
AS AN ASSOCIATE MEMBER OF THE  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN  
ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH COUNTY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the \_\_\_day of \_\_\_\_\_, 2014, by County of Mono (“County”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

### RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program known as the “California HERO Program” pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, County desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit County to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the unincorporated territory of County; and

WHEREAS, pursuant the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the unincorporated territory of County; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of County and Authority with respect to the implementation of the California HERO Program within the unincorporated territory of County.

#### **MUTUAL UNDERSTANDINGS**

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

#### **A. JPA Amendment.**

1. The Authority JPA. County agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, County shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of County as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the unincorporated territory of County. Except as expressly provided for by this JPA Amendment, County shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. County shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

#### **B. Implementation of California HERO Program within County Jurisdiction.**

1. Boundaries of the California HERO Program within County Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire unincorporated territory of County.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other

improvements as may be authorized pursuant to Chapter 29 (the “Eligible Improvements”) that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

County will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. County entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

### **C. Miscellaneous Provisions.**

1. Withdrawal. County or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within County. The provisions of Section 6.2 of the Authority JPA shall not apply to County under this JPA Amendment.

2. Mutual Indemnification and Liability. Authority and County shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California

HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. County shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. County recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by County.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Attn: Executive Director

County:

County of Mono  
Finance Department  
P.O. Box 556  
Bridgeport, CA 93517

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

**[SIGNATURES ON FOLLOWING PAGES]**

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Executive Committee Chair  
Western Riverside Council of Governments

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

COUNTY OF MONO

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

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

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2014

**TIME REQUIRED**

**SUBJECT** Closed Session--Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): 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--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

PHONE/EMAIL: /

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

4/1/2014 8:00 AM	County Administrative Office	Yes
4/1/2014 4:23 PM	County Counsel	Yes
3/24/2014 3:38 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2014

**TIME REQUIRED**

**SUBJECT**

Closed Session - Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

### 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***  
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### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

#### History

Time	Who	Approval
4/1/2014 7:58 AM	County Administrative Office	Yes
4/1/2014 4:24 PM	County Counsel	Yes
3/24/2014 3:39 PM	Finance	Yes

